

CONTRACT TERMS AND CONDITIONS

This Contract for Services (“Contract”) is made and entered into as of December 17, 2021 by and between the Pennsylvania Liquor Control Board (“PLCB” or “Customer”), with offices located at 901 Capital Street, Harrisburg, Pennsylvania 17124, and Grant Thornton Public Sector LLC (“Contractor”) (each, a “Party” and collectively, the “Parties”).

WHEREAS, PLCB issued RFP# 20210723 on September 15, 2021 (“RFP”) for **Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation** (“Services”);

WHEREAS, Contractor provides such Services;

WHEREAS, PLCB has selected Contractor to be awarded this Contract pursuant to the RFP. The PLCB desires to engage Contractor, and Contractor agrees to perform the Services described herein pursuant to the terms and conditions of this Contract.

THEREFORE, in consideration of the covenants and agreements set forth below, Customer and Contractor (herein each a “Party” or collectively the “Parties”), intending to be legally bound, agree as follows:

1. SCOPE OF SERVICES

During the term of this Contract, Contractor agrees to provide the Services as set forth in the Contractor’s Response to the RFP, Contractor’s Clarifications, Contractor’s Interview, and as described in the RFP and its appendices (collectively, the “Services”).

The RFP and the Contractor’s Response to the RFP, including the final Cost Submittal, are incorporated into this Contract by reference and made a material part thereof. In the event a conflict exists, the order of precedence shall be as follows: This Contract; the Contractor’s final Cost Submittal; the RFP; and the Contractor’s Technical Submittal to the RFP.

From time to time, the PLCB may request that Contractor provide additional, alternative, or modified Services that will be defined more specifically at the time of request. To the extent additional terms are needed to perform such Services, the Parties will use best efforts to define those terms and document them in a Change Order or via an Amendment to this Contract, as necessary. Any such Change Order or Amendment must be signed by both parties and approved by the PLCB Office of Chief Counsel. No PLCB employee has the authority to verbally add or amend contract terms.

The PLCB reserves the right to purchase materials and services covered under the Contract through a separate procurement procedure, whenever the PLCB deems it to be in its best interest.

2. TERM OF CONTRACT

The initial term of this Contract shall commence on the Effective Date (as defined below) and continue through September 1, 2023 with up to 18-months of renewal which may be exercised at the PLCB's sole discretion. The Effective Date shall be after the Contract has been fully executed by the Contractor and by the PLCB and all additional 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 PLCB 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 PLCB employee has the authority to verbally direct the commencement of any work under this Contract.

3. DEFINITIONS

As used in this Contract, these words shall have the following meanings unless otherwise defined in the RFP or Appendices. Any words used in this Contract that are not defined below shall have the definition provided in the RFP:

- a. Agency: the Pennsylvania Liquor Control Board ("PLCB").
- b. Amendment: amendments are issued for any change to the terms, conditions, requirements, or costs of the Contract and require the signatures of the Contractor and the same Commonwealth officials as the Contract.
- c. Change Order: change orders are notices of a change which one or both Parties have the option to change under the Contract. They can also be used as a notification of a correction.
- d. Commonwealth: refers collectively to the government of the Commonwealth of Pennsylvania as a whole, inclusive of the PLCB.
- e. Contracting Officer: the person authorized to administer this Contract for the PLCB and to make written determinations with respect to the Contract.
- f. Contractor: the Offeror selected by the PLCB pursuant to RFP# 20210723.
- g.
- h. Contractor Property: refers to any know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets of Contractor that existed prior to this engagement or that, to the extent they are of general application, may have been discovered, created or developed by Contractor as a result of its own efforts during this engagement.
- i. Days: unless specifically indicated otherwise, days mean calendar days.
- j. Deliverable: a required Deliverable as set forth in RFP# 20210723.

- k. DDB: refers to a diverse and disadvantaged business as determined by the PLCB.
- l. Documentation: all materials required to support and convey information about the Services required by this Contract. Documentation includes, but is not necessarily restricted to, written reports and analyses, diagrams, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- m. PLCB Point of Contact: a designated PLCB employee that is responsible for all administrative matters related to this Contract, including but not limited to receipt of invoices.
- n. PLCB Project Manager: the designated PLCB employee(s) that will be responsible for making management level decisions related to the project. The PLCB Project Manager(s) may sometimes be referred to as the “Executive Steering Committee” during the course of Project New Horizon.
- o. Project New Horizon: refers generally to the PLCB’s effort to implement an Oracle cloud-based Enterprise Resource Planning platform.
- p. 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. Contractor shall be entitled to rely on all information, data, reports, and other materials provided by the PLCB.

5. WARRANTY

- a. Contractor warrants that it will comply with applicable laws, rules, regulations of governmental authorities in performing Services.
- b. Contractor also warrants that all employees, independent contractors and subcontractors performing the Services shall have the necessary training, experience and skills required to perform the Services and the responsibilities of the position to which such employees are assigned.
- c. Contractor warrants that it will perform its services on a reasonable professional efforts basis in accordance with applicable standards.

These warranties are in lieu of, and Contractor expressly disclaims, all other

warranties, express, implied, or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Contractor does not warrant computer hardware, software or services provided by the other parties.

6. OWNERSHIP RIGHTS

Contractor shall provide, dedicate, purchase or lease the equipment, software systems, and any related items required to deliver the Services. Contractor shall at all times be considered the owner or lessee of the equipment and be responsible for the maintenance thereof.

Contractor shall retain sole and exclusive ownership of Contractor Property. PLCB shall acquire no rights or interest in the Contractor Property, except for a non-exclusive, non-transferable, royalty-free right to use such Contractor Property solely in connection with any deliverable or work product to the extent any Contractor Property is incorporated therein. PLCB will not sublicense or otherwise grant any other party any rights to use, copy or otherwise exploit or create derivative works from the Contractor Property.

7. COMPLIANCE WITH LAW

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

8. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

9. COMPENSATION

- a. The Contractor will be compensated at the rates set forth in the Contractor's final Cost Submittal, plus costs for PLCB-authorized travel and PLCB-approved travel expenses. The rates set forth in the Cost Submittal reflect the hourly rate for Services, excluding travel. The Contractor shall be compensated only for work accepted by the PLCB.
- b. Contractor shall not be paid or reimbursed for:
 - i) Time spent preparing and/or transmitting invoices or any other billing or time keeping records.
 - ii) Time for work not performed or meetings not held/attended.
 - iii) Time or expenses for faxing, postage, mail, messenger services or other special delivery.
 - iv) Time spent on repetitious preparation/review/revision of documents unless

at the explicit request of the PLCB.

10. BILLING REQUIREMENTS

The Contractor shall include in all of its monthly invoices the following minimum information:

- a. Vendor name and "Remit to" address, including Oracle supplier number;
- b. Service location;
- c. Description of the Services delivered;
- d. Quantity provided;
- e. Unit price;
- f. Price extension;
- g. Total price; and
- h. Date of Services.
- i. Line item charges to detail the number of hours utilized by each resource for that billing period.

If an invoice does not contain the minimum information set forth in this paragraph, the PLCB may reject the invoice as improper. If the PLCB rejects an invoice as improper, the time for processing a payment will be suspended until the PLCB receives a correct invoice. The Contractor may not receive payment until the PLCB has received a correct invoice.

In no instance shall any payment be made for Services to the Contractor that are not in accordance with the contracted prices.

11. PAYMENT

- a. The PLCB shall put forth reasonable efforts to make payment of undisputed amounts billed, less applicable credits, within 45 days of receipt of a proper invoice. A "proper" invoice is not received until the PLCB accepts the service as satisfactorily performed.

Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within 15 days after the required payment date, the PLCB may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto.

- b. The PLCB will make contract payments through Automated Clearing House (ACH).

- 1) Within 10 days of award of the contract the Contractor must submit or must have already submitted their ACH information within their user profile in the PLCB's procurement system (Oracle).
- 2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the PLCB's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- 3) It is the responsibility of the Contractor to ensure that the ACH information contained in Oracle is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. TAXES

The Contractor will be responsible for the payment of any applicable taxes, licenses, charges and assessments imposed by any governmental authority upon the Contractor in relation to the performance of the Services. This includes, but is not limited to, local property taxes, municipal fees, licensing fees, and all taxes related to the employment of personnel required to perform the Services.

The Commonwealth may set-off the amount of any state tax liability or other debt or obligation of the Contractor or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Contractor under this Contract or any other contract with the Commonwealth.

13. 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 to the extent arising from finally determined antitrust violations by Contractor's suppliers.

14. 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 related to bodily injury, tangible personal property, damage or intellectual property infringement to the extent based upon or arising out of any activities performed by the Contractor and its employees, subcontractors 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 nor unduly delayed. The PLCB may, in the discretion and at the direction of the OAG, allow the Contractor to control the defense and any related settlement negotiations.

15. AUDIT PROVISIONS

The PLCB shall have the right and upon reasonable advance notice, at reasonable times and at a site designated by the PLCB, to audit the books, documents and records of the Contractor and/or its approved subcontractors to the extent that the books, documents and records relate to costs or pricing data for the Contract or the performance of the Services. 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.

16. 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 for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified to ensure timely progression in accordance with the Project New Horizon Master Project Plan.
- 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.
- 3) Continued unsatisfactory performance of the work.
- 4) Discontinuance of work without approval and/or failure to resume discontinued work after notice to do so.
- 5) If the Contractor is adjudicated bankrupt, is determined to be insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or seeks protection against creditors under any applicable federal or state laws, or if there is a commencement of any bankruptcy, insolvency, receivership or other similar proceeding against Contractor that is not dismissed within 60 -days after such filing.

6) Breach of any material provision of the Contract, including failure to comply with representations made in the Contractor's bid/proposal.

7) Failure to comply with applicable professional standards.

b. The PLCB will provide written notice to Contractor upon determining that the Contractor is in default pursuant to Subparagraph a above. The notice will include a description of the nature of the default and a reasonable cure period for Contractor to correct the default. Failure by Contractor to cure the default within the time period provided in any such notice may result in termination of this Contract pursuant to the Termination Provisions of paragraph 18.

c. In the event that the PLCB terminates this Contract 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, services 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 services included within the terminated part of the Contract. These costs are in the nature of cover damages as set forth in 13 Pa.C.S.A. §§ 2711(a), 2712.

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 subsequent event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision at paragraph 19 of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. 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, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the PLCB orally within three days and in writing within seven 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 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 request that the Contractor perform alternative or modified Services to mitigate the effects of the applicable Force Majeure event. In the event that such alternative Services are requested by the PLCB, the Parties will use best efforts to establish agreeable terms for the provision of such Services, which shall be documented in a written Change Order that is approved by both Parties.

The parties are entering into this Agreement during the Coronavirus (COVID-19) pandemic. The parties agree that each will use all reasonable efforts to complete performance as specified herein, so long as each can reasonably do so while also protecting the health, welfare, and safety of its professionals and the public, and abiding by emergency or regular executive orders or changes in law mandated to address the pandemic. Neither party shall be liable for any delay or failure in performance (excluding payment for fees and expenses incurred) due to circumstances resulting from the pandemic which are beyond its reasonable control.

18. TERMINATION PROVISIONS

The PLCB has the right to terminate this Contract for any of the following reasons. Termination shall be effective as of the date provided in written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The PLCB shall have the right to terminate the Contract in whole or in part 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. The Contractor shall be reimbursed for Services rendered, accepted and undisputed up to the date of termination. 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 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 for other cause as specified in the Contract or by law. If it is later determined that the PLCB erred in terminating the Contract for cause, then, at the PLCB's discretion, the Contract shall be deemed to have been terminated for convenience under

Subparagraph a.

19. 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 60 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 PLCB.

c. Within 15 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 for such continuous performance pursuant to the terms of the Contract.

20. 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 PLCB must be notified in writing if a DDB subcontractor is no longer being utilized by the Contractor in the provision of Services.

d. 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 shall not be unreasonably withheld.

e. 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.

f. 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.

g. 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.

h. 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.

21. 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 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.

22. 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. 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, in the provision of Services under the contract.

d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

23. 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.

DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph 23:

a. **"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.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **"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.

e. **"Financial Interest"** means either:

- (1) Ownership of more than a 5% interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **“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.

g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

a. 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.

b. 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.

c. 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.

d. 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.

e. Contractor certifies to the best of its knowledge and belief that within the last 5 years

Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) 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
- (5) 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.

f. 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)*.

g. 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.

h. 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.

i. 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.

j. 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.

24. 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 15 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 PA Department of General Services [website](#) or by contacting:

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

25. 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.

26. 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.

27. 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 law 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.

28. 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 Change Order or Amendment signed by both parties.

29. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the PLCB. 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.

30. CHANGE ORDERS AND AMENDMENTS

- a. Change Orders: As long as the scope of the Contract is not thereby altered, the PLCB reserves the right to make changes at any time during the term of the Contract: to make changes to the Services within the scope of the Contract; or to modify the time of performance.
- b. Amendments: An Amendment will be required when additional funds or terms increase the monetary value of the original approved amount of this Contract, unless it is appropriate to use a Change Order or funding adjustment. The PLCB reserves the right to require an Amendment for any change to this Contract in its sole discretion.

All changes to this Contract shall be initiated by the PLCB upon notification to the Contractor in writing. The change shall be effective as of the date indicated on the Change Order or Amendment, as applicable. Such increases, decreases, changes, or modifications will not invalidate the Contract. The Contractor agrees to provide the Services in accordance with the Change Order or Amendment. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

31. CONFIDENTIALITY

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 paragraph 31. 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. PLCB will provide Contractor with the minimum amount of information necessary for the Contractor's performance of the Services.

- a. The obligations stated in this paragraph 31 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, including order by an accounting oversight body.
- b. 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 except as otherwise set forth herein.

32. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by 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:

Grant Thornton Public Sector LLC
1000 Wilson Blvd, Suite 1400
Arlington, VA 22209
Attn: Virginia Dawson or Contract Department
- b. If to the PLCB:

PLCB Executive Director
512 Northwest Office Building
Harrisburg, Pennsylvania 17124

With a copy to:

PLCB Office of Chief Counsel
401 Northwest Office Building
Harrisburg, Pennsylvania 17124
ra-lblegal@pa.gov

33. 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 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 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.

34. ADVERSE INTEREST ACT AND LIQUOR CODE

The Contractor agrees to maintain compliance with the State Adverse Interest Act Sections 776.1 through 776.8 (71 P.S. Sections 776.1 – 776.8), and Liquor Code Sections 210 and 214 (47 P.S. §§ 2-210, 2-214).

35. INSURANCE REQUIREMENTS

Contractor shall procure and maintain at all times during the term of the Agreement the following:

- Comprehensive general liability insurance with minimum limits of \$1 million for injury to or death of one person in a single occurrence and \$3 million for injury to or death of more than one person in a single occurrence and \$500,000.00 for a single occurrence of property damage.
- Auto liability insurance with a minimum combined single limit for bodily injury and property damage in the amount of \$5 million each accident.
- Workers' Compensation Insurance sufficient to cover all of the Contractor's employees

working to fulfill this contract in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.

- Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall be \$500,000, or the equivalent. Annual aggregate limit shall not be less than \$3 million.
- Umbrella coverage in the sum of \$2 million shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers' Liability, and Professional Liability.

Contractor must provide annually proof of valid insurance coverage of the types and limits specified above. PLCB shall be endorsed as, or contain equivalent blanket coverage, additional insured on the auto and general liability insurance policies in connection with the services performed under the Contract and to the extent provided for in the Contractor's indemnity. Valid certificates of insurance shall be issued to PLCB.

36. ELECTRONIC COMMUNICATIONS

PLCB agrees to the use of electronic methods to transmit and receive information, including confidential information.

37. SIGNATURES

The parties agree that: (1) a record or signature may not be denied legal effect or enforceability solely because it is in electronic form; (2) a contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation; (3) if a law requires a record to be in writing, an electronic record satisfies the law; and (4) if law requires a signature, an electronic signature satisfies the law.

The Parties to this Contract have executed it, through their respective duly authorized representatives.

Grant Thornton Public Sector LLC:

Tamara Reynolds 12/10/2021
Signature Date
Tamara Reynolds
Printed Name
Principal
Title

Pennsylvania Liquor Control Board:

Michael G. Demko 12/13/2021
Signature Date
Michael G. Demko
Printed Name
Executive Director
Executive Director

APPROVED AS TO FORM AND LEGALITY:

David E. Stover
PLCB Office of Chief Counsel

Digitally signed by David E. Stover
Date: 2021.12.17 14:01:20 -05'00'
David E. Stover
Office of Attorney General Date

APPROVED FOR FISCAL RESPONSIBILITY AND BUDGETARY APPROPRIATENESS:

To Be Affixed Electronically

Comptroller



Order	63021851
Revision	0
Type	Standard Purchase Order
Order Date	14-DEC-2021
Purchasing Agent	Greene, Joshua
Revision Date	
Revised By	

Supplier: **GRANT THORNTON PUBLIC SECTOR LLC**
1000 WILSON BLVD STE 1400
ARLINGTON, VA 22209-3904
United States

Ship To: **PLCB CENTRAL OFFICE**
NORTHWEST OFFICE BLDG
910 CAPITAL STREET
HARRISBURG, PA 17124-0001
United States

Bill To: **PLCB - AP OFFICE**
COMPROLLER OPERATIONS LCBS
PO BOX 12025
HARRISBURG, PA 17108-2025
United States

Supplier No.	Payment Terms	Freight Terms	FOB	Ship Via
	Net 45	NONE		
Supplier Contact and Telephone #		Purchasing Agent, Email Address and Telephone #		
		Greene, Joshua		

Notes: THIS PURCHASE ORDER IS IN ACCORDANCE WITH RFP NO. 20210723, "PROJECT MANAGEMENT SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM IMPLEMENTATION"

PRICING AS PER ATTACHED COST SUBMITTAL: \$1,800,215.96

THIS IS AN ESTIMATED CONTRACT

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. CONTRACT NO. 20210723
- B. THE RFP AND ANY ADDENDA, INCLUDING ALL REFERENCED APPENDICES
- C. THE CONTRACTOR'S TECHNICAL SUBMITTAL AND ANY ADDENDA, IF APPLICABLE
- D. THE CONTRACTOR'S COST SUBMITTAL
- E. THE CONTRACTOR'S CLARIFICATION RESPONSES
- F. THE CONTRACTOR'S BAFO RESPONSE

THE TERM OF THIS CONTRACT SHALL COMMENCE ON THE EFFECTIVE DATE AND SHALL END SEPTEMBER 1, 2023, SUBJECT TO THE OTHER PROVISIONS OF THIS CONTRACT.

CONTRACT TERM: UPON PO APPROVAL THROUGH SEPTEMBER 1, 2023.

CONTACT PERSON: MR. ROBERT SCHEIN
 CONTACT PHONE: [REDACTED]
 EMAIL: [REDACTED]

PURCHASING AGENT: JOSHUA GREENE
 PHONE: [REDACTED]
 FAX: (717) 783-8927
 EMAIL: [REDACTED]

UPON DELIVERY OF THE SERVICES, PLEASE EMAIL YOUR INVOICE TO:

PROJECT MANAGER: ELIZABETH BRASSELL, DIRECTOR OF POLICY AND COMMUNICATIONS
 PHONE: [REDACTED]
 EMAIL: [REDACTED]

FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS WILL DELAY PROCESSING OF PAYMENT.

- * THE INVOICE MUST BE ITEMIZED BY PURCHASE ORDER LINE ITEM.
- * THE INVOICE SHOULD ONLY INCLUDE THE AMOUNTS DUE UNDER THE PURCHASE ORDER.
- * THE PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES.

ALL PRICES AND AMOUNTS ON THIS ORDER ARE EXPRESSED IN USD

Reference Documents: 20210723 ERP Project Manager-Contract for Services Fully Executed 12-17-21.pdf
 3_RFP20210723 PM Support for ERP Platform Implementation with Appendices.pdf
 4_RFP20210723 Addendum No 1.pdf
 5_Grant Thornton Technical Submittal_Without Financials.pdf
 6_Grant Thornton Cost Submittal.xlsx
 7_Clarification Letter for Grant Thornton and Response_11-5-21.pdf
 8_BAFO Letter for Grant Thornton_11-24-21.pdf
 9_BAFO Cost Submittal from Grant Thornton_Final 11-29-21.pdf

All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	FY21-MANAGING DIRECTOR	Needed: 22-DEC-2021 00:00:00	166	Hourly	299.28	49680.48
	Effective Upon PO Apprvl thru 06/30/2022					
	Ship To: Use the ship-to address at the top of page 1					
2	FY21-DIRECTOR	Needed: 22-DEC-2021 00:00:00	674	Hourly	272.07	183375.18
	Effective Upon PO Apprvl thru 06/30/2022					

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
	Ship To: Use the ship-to address at the top of page 1					
3		Needed: 22-DEC-2021 00:00:00	3358	Hourly	190	638020.00
	FY21-MANAGER Effective Upon PO Apprvl thru 06/30/2022					
	Ship To: Use the ship-to address at the top of page 1					
4		Needed: 22-DEC-2021 00:00:00	3358	Hourly	129.41	434558.78
	FY21-SR. ASSOCIATE Effective Upon PO Apprvl thru 06/30/2022					
	Ship To: Use the ship-to address at the top of page 1					
5		Needed: 22-DEC-2021 00:00:00	1758	Hourly	280	492240.00
	FY21-SUBJECT MATTER EXPERT Effective Upon PO Apprvl thru 06/30/2022					
	Ship To: Use the ship-to address at the top of page 1					
6		Needed: 01-JUL-2022 00:00:00	1	Hourly	299.28	299.28
	FY22-MANAGING DIRECTOR Effective 07/01/2022 thru 06/30/2023					
	Ship To: Use the ship-to address at the top of page 1					
7		Needed: 01-JUL-2022 00:00:00	1	Hourly	272.07	272.07
	FY22-DIRECTOR Effective 07/01/2022 thru 06/30/2023					
	Ship To: Use the ship-to address at the top of page 1					

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
8	FY22-MANAGER	Needed: 01-JUL-2022 00:00:00	1	Hourly	190	190.00
	Effective 07/01/2022 thru 06/30/2023					
	Ship To: Use the ship-to address at the top of page 1					
9	FY22-SR. ASSOCIATE	Needed: 01-JUL-2022 00:00:00	1	Hourly	129.41	129.41
	Effective 07/01/2022 thru 06/30/2023					
	Ship To: Use the ship-to address at the top of page 1					
10	FY22-SUBJECT MATTER EXPERT	Needed: 01-JUL-2022 00:00:00	1	Hourly	280	280.00
	Effective 07/01/2022 thru 06/30/2023					
	Ship To: Use the ship-to address at the top of page 1					
11	FY23-MANAGING DIRECTOR	Needed: 01-JUL-2023 00:00:00	1	Hourly	299.28	299.28
	Effective 07/01/2023 thru 09/01/2023					
	Ship To: Use the ship-to address at the top of page 1					
12	FY23-DIRECTOR	Needed: 01-JUL-2023 00:00:00	1	Hourly	272.07	272.07
	Effective 07/01/2023 thru 09/01/2023					
	Ship To: Use the ship-to address at the top of page 1					
13		Needed: 01-JUL-2023 00:00:00	1	Hourly	190	190.00

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
<p>FY23-MANAGER</p> <p>Effective 07/01/2023 thru 09/01/2023</p> <p>Ship To: Use the ship-to address at the top of page 1</p>						
14		<p>Needed: 01-JUL-2023 00:00:00</p>	1	Hourly	129.41	129.41
<p>FY23-SR. ASSOCIATE</p> <p>Effective 07/01/2023 thru 09/01/2023</p> <p>Ship To: Use the ship-to address at the top of page 1</p>						
15		<p>Needed: 01-JUL-2023 00:00:00</p>	1	Hourly	280	280.00
<p>FY23-SUBJECT MATTER EXPERT</p> <p>Effective 07/01/2023 thru 09/01/2023</p> <p>Ship To: Use the ship-to address at the top of page 1</p>						
						<p>Total: 1800215.96 (USD)</p>

REQUEST FOR PROPOSALS FOR

**PROJECT MANAGEMENT SUPPORT FOR ORACLE CLOUD ENTERPRISE
RESOURCE PLANNING PLATFORM IMPLEMENTATION**

ISSUING OFFICE

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

RFP NUMBER: 20210723

DATE OF ISSUANCE

SEPTEMBER 15, 2021

**REQUEST FOR PROPOSALS FOR
PROJECT MANAGEMENT SUPPORT FOR ORACLE CLOUD ENTERPRISE
RESOURCE PLANNING PLATFORM IMPLEMENTATION**

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APPENDICES

APPENDIX A, PROPOSAL COVER SHEET

APPENDIX B, CORPORATE SIGNATORY DELEGATION AUTHORIZATION FORM

APPENDIX C, IRAN FREE PROCUREMENT CERTIFICATION

**APPENDIX D, TRADE SECRET CONFIDENTIAL PROPRIETARY INFORMATION
NOTICE FORM**

APPENDIX E, COST SUBMITTAL

**APPENDIX F, DIVERSE AND DISADVANTAGED BUSINESS QUALIFICATION
INFORMATION**

APPENDIX G, PROJECT NEW HORIZON PROJECT DETAIL

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 email to Issuing Officer Joshua Greene at [REDACTED] 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 Wednesday, September 29, 2021
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 12:00PM ET on Wednesday, October 6, 2021
Please monitor website for all communications regarding the RFP.	Potential Offerors	Regularly until proposal due date.
Proposal must be electronically submitted via upload into a designated OneDrive folder for which access will be granted by contacting the Issuing Officer Joshua Greene.	Offerors	Proposals must be received at PLCB by 1:00PM ET on Wednesday, October 20, 2021

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 **Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation (“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 Contracting Administration Division, Room 312 Northwest Office Building, Harrisburg, PA 17124, [REDACTED], who is 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 wholesaler and primary retailer of wine and spirits and the agency responsible for regulatory control of beverage alcohol in Pennsylvania. The PLCB seeks one or more qualified, competent and experienced project managers to enable the PLCB to successfully manage, plan, monitor and execute its responsibilities with regard to an on-going ERP implementation project known as Project New Horizon. Project New Horizon’s focus is to transition the PLCB from an on-premise Oracle ERP application stack to a cloud-based ERP solution. More details regarding Project New Horizon are identified in **Appendix G, Project New Horizon Project Detail**.

The goal of the Project New Horizon is to commit to IT and organizational infrastructure improvements to enable the PLCB to meet the following business objectives: pivot from a traditional retail model to a wholesale, distribution and retail-focused business; standardize wholesale and retail business processes and financial reporting according to industry best practices; eliminate costly and resource-intensive system customizations; benefit from cloud-based software updates; more efficiently manage inventory acquisition, allocation and sell-through; improve master data management; standardize reporting; and achieve greater wholesale and retail efficiencies.

To achieve this complex technology implementation project involving cross-functional PLCB teams, a contracted integrator (Oracle) and its sub-contracted partners (Deloitte Consulting, LLP and CMG Change Management Group), the PLCB seeks one or more qualified, experienced project managers to provide project leadership and ensure that the PLCB’s objectives are being met in a manner that serves the PLCB’s best interest.

The project manager(s) will operate as part of a larger program management team including Oracle, Deloitte and CMG project managers to ensure PLCB business teams are engaged throughout the implementation to ensure effective and efficient management of PLCB-owned tasks within the comprehensive Project New Horizon Master Project Plan.

It should be noted that Oracle has also been retained to serve as a consultant in the evaluation of this RFP. Oracle personnel will serve as a technical subject matter expert operating under the same Restrictions of Contact and Confidentiality parameters as all other participants of this RFP, regardless of whether the participant is an Evaluation Committee member or Proposer.

- I-4. 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 **fixed-price, hourly rate contract, plus approved travel costs**, containing the Contract Terms and Conditions as shown in **Part V**. The only costs that will be reimbursed are those for PLCB-authorized travel and PLCB-approved related expenses incurred in performing the services. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.
- I-5. 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-6. 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-7. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 20210723 Question”**) to the Issuing Officer named in **Section I-2** of the RFP. If the Offeror has questions, they may be submitted as they arise via email, but **no later than** the date indicated on the Calendar of Events. The Issuing Officer shall post the answers to the questions to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx> by the deadline stated on the Calendar of Events. When an Offeror submits a question 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, the question and answer will 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-8**. Each Offeror shall be responsible to monitor eMarketplace for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the

specifications or of the solicitation. The required protest process for Commonwealth procurements is described in **Section I-24**.

I-8. 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 eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Offeror's responsibility to periodically check eMarketplace for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to eMarketplace as addenda to the RFP.

I-9. Response Date. To be considered for selection, electronic proposal submissions as described in **Section I-10** 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 paper or emailed submissions. The hour for submission of proposals shall remain the same. The Issuing Office will reject (unopened) any late proposals.

I-10. Proposal Requirements.

A. Proposal Submission: To be considered, Offerors must contact the Issuing Officer identified in **Section I-2** to be granted access to a OneDrive folder that will be created for the submission of proposals to this RFP. Access can only be granted to a single designated email address. After being granted access to the OneDrive folder, the Offeror must upload a single electronic copy of **the Technical Submittal and the Cost Submittal** using the format provided in **Section I-10B**. The electronic files must be in Microsoft Office or Microsoft-Office-compatible format and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs.

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. An official authorized to bind the Offeror to its provisions must sign the **Proposal Cover Sheet (Appendix A)** and **Corporate Signatory Delegation Authorization Form (Appendix B)**, if needed. See also **Section II-1B**.

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

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

B. Proposal Format: Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. **DO NOT IMBED LINKS TO DOCUMENTS OR**

WEBSITES WITHIN A TECHNICAL SUBMITTAL; rather, all information to be considered by the Evaluation Committee must be set forth in narrative fashion, including as appendices to the Technical Submittal as per Section I-10.B below.

Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following separate electronic files:

1. Technical Submittal, in response to **Part III**, including the following complete, signed Appendices:

- a. **Appendix A, Proposal Cover Sheet**
- b. **Appendix B, Corporate Signatory Delegation Authorization Form** (if applicable).
- c. **Appendix C, Iran Free Procurement Certification Form**
- d. **Appendix D, Trade Secret, Confidential, Proprietary Information Notice Form** (if applicable)

2. Cost Submittal, in response to RFP **Part IV**;

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-11. 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-12. 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-13. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will

initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-14. Prime Contractor Responsibilities. The selected Offeror will be solely responsible for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact regarding all contractual matters.

I-15. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of 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. 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 in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix D** 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-16. Best and Final Offers (BAFO).

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 and/or interviews of key personnel to be assigned to the project;
 2. Request revised proposals; and
 3. Enter into 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-17. 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-18. 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-19. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Section I-19**. Offeror must have the capability to work remotely, with the potential for in-office work as required by PLCB. The selected Offeror will have direct access to key decision makers and other personnel throughout the PLCB during the course of this engagement.
- I-20. Term of Contract.** The term of the contract will commence on the Effective Date and will end September 1, 2023. The PLCB, at its sole option, may renew the contract for up to 18 months and may exercise the renewals in single or multiple monthly increments. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract 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-21. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:
- A. Offeror has not disclosed any details about its proposal or its participation as an Offeror or potential Offeror in this RFP to any other firm or individual who is also an Offeror or potential Offeror nor to any firm or individual otherwise identified in this RFP as an interested party (e.g., see Part/Section I-3).**
 - B.** 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.
 - C.** 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.
 - D.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
 - E.** 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Offeror is currently in compliance with and will maintain compliance with the State Adverse Interest Act (71 P.S. 776.1-776.8, and specifically affirms that it 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.
- K. 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.
- L. 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.
- M. 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-22. 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-23. 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-24** of this RFP).

I-24. 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 posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office, submitted electronically via email to the address identified in Section I-2 above. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-25. 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.

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-10**); and
 - B. Be properly signed by the Offeror (see **Section I-10A**); For guidance on proper signatory protocol in Pennsylvania procurements, see the Pennsylvania Procurement Handbook- [Part 1, Chapter 31 Contract Signatures](#). **Appendix B, Corporate Signatory Delegation Authorization**, should be used if a resolution exists to grant signature authorization to the person signing the proposal; and
- II-2. Technical Nonconforming Proposals.** The Mandatory Responsiveness Requirements set forth in **Section II-1** above 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 **70 %** of the total points. Evaluation will be based upon the following in equal importance **Offeror Qualifications and Soundness of Approach**. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score.
 - 1. **Offeror Qualifications.** This category refers to the ability of the Offeror to meet all requirements of the RFP, including quality, relevancy, and recency of other projects completed by the Offeror and Offeror's ability to timely and effectively provide all services requested. The Offeror's financial ability to undertake a project of this size will also be evaluated in this category. The skill set of personnel proposed to be associated with the Project will be evaluated based on experience and education, with particular reference to experience in services similar to that described in this RFP. Additionally, if the Offeror meets the qualifications identified in **Appendix F, Diverse and Disadvantaged Business Qualification Information**, that information will be considered within this category.

2. Soundness of Approach. Emphasis here is on the proposed methods and plan for supporting the Project. Key factors include but are not limited to the planning approach, resource plan and communications approach.

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available.

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.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

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 conducted, the Issuing Office will combine the evaluation committee's final technical scores and the final cost scores in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the Offeror with the highest overall score.
- D.** 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

As the PLCB transitions from an on-premise Oracle ERP application stack to a cloud-based ERP solution as identified in **Appendix G, Project New Horizon Project Detail**, the PLCB seeks one or more qualified, competent and experienced project managers to enable the PLCB to successfully manage, plan, monitor and execute its responsibilities with regard to Project New Horizon.

To achieve this complex technology implementation project involving cross-functional PLCB teams, a contracted integrator (Oracle) and its sub-contracted partners (Deloitte and CMG), the PLCB seeks one or more qualified, experienced project managers to provide project leadership and ensure that the PLCB's objectives are being met in a manner that serves the PLCB's best interest.

The project manager(s) will operate as part of a larger program management team including Oracle, Deloitte and CMG project managers to ensure PLCB business teams are engaged throughout the implementation to ensure effective and efficient management of PLCB-owned tasks within the comprehensive Project New Horizon Master Project Plan.

III-1. Offeror Qualifications.

- A. **Company Overview.** Identify the date your company was founded, principal ownership, scope of operations and general data regarding your company. Also note any special expertise, assessments and/or certifications that would enhance your company's qualifications. List any current contracts that may present a conflict of interest. An organizational chart should be included that identifies the personnel who will lead and be engaged in the work. Evidence to show that the business is or could be qualified as a DDB in accordance with **Appendix F**, should also be provided, if applicable.
- B. **Prior Experience.** Include experience in managing large, complex, multi-year ERP implementation projects transitioning from on-premises to cloud environments. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

The Offeror must provide three detailed examples of recent (within the last 1-3 years) advisory services performed that are similar in nature and scope to the services stated in this RFP. Contractor should provide a detailed narrative for each project that includes the following:

1. Project Name
2. Scope and Size of Project, including the Oracle modules deployed, total number of people on each project team, and total number of end users.

3. Project Start and End Dates and if the project stayed on track to go live at the intended time.
4. Client Name and contact information, including phone and email, for reference purposes.

C. **Personnel.** Identify the personnel who will lead and be engaged in the work. Include each employee's name and, through a resume or similar document, the personnel's education and experience relevant to this Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Detail your criteria for hiring employees and/or contractors and what quality assurance processes you employ to ensure the ongoing qualifications and professionalism of your team members. The PLCB reserves the right to interview such personnel in accordance with **Section I-16** of this RFP.

D. **Subcontractors:** Provide a subcontracting plan for *all* subcontractors, including DDB subcontractors, who will contribute to the performance of the Services described in this RFP. The selected Offeror is prohibited from subcontracting or outsourcing any part of the Services without the express written approval from the PLCB. Unless otherwise notified by the PLCB during contract negotiations, upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each entity/role included in your subcontracting plan provide:

1. Name of subcontractor with a company overview. This should include ownership structure and number of employees.
2. The specific work, supplies or services the subcontractor will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the term when the work, supplies or services will be provided or performed.
3. Prior experience working with the subcontractor and/or subcontractor's qualifications for performing the intended function, including resumes (if appropriate and available).
4. The fixed percentage commitment that subcontractor will receive based on the final negotiated cost for the initial term of the prime contract.
5. Number of employees by job category to work on the project.
6. Evidence to show that the business is or could be qualified as a DDB in accordance with **Appendix F**, if applicable.

III-2. 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-3. Work Plan. Describe in narrative form your plan for accomplishing the work using the following responsibilities and tasks as your reference point. Be sure to fully describe how each proposed resource will be used over the course of the project, including the estimated number of hours. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach.

NOTE: From project initiation in August 2020 through current day, Project New Horizon has progressed completely remotely, with all PLCB, Oracle, Deloitte and CMG representatives utilizing telephone and web platforms to facilitate meetings. Most PLCB employees engaged in Project New Horizon telecommute full- or part-time; however in-person meetings may resume in coming weeks and months, depending on public health circumstances. Contractor should ensure flexibility in its proposal relative to these factors.

A. Tasks and Responsibilities

1. Gain and maintain detailed understanding of the end-to-end program and interim milestones and provide direction to PLCB team members.
2. Liaise between business and IT/Program stakeholders to enable clear lines of communication and effectively manage expectations for all parties.
3. Proactively manage PLCB resource priorities and accountability.
4. Coordinate PLCB tasks across workstreams.
5. Update the Project New Horizon master project plan on a daily basis (or at another, lower, frequency as directed by Project leadership) to reflect PLCB tasks, resources and activities.
6. In consultation with PLCB Project Steering Committee, drive action items and decisions (within project Risks/Actions/Issues/Decisions RAID log) to resolution and hold team members accountable.
7. Proactively identify, manage and mitigate program risks, issues and blockers (RAID).
8. Manage reporting workstream for PLCB custom reports, as appropriate.
9. Maintain the Reports/Interfaces/Conversions/Extensions RICE document to reflect additions and deletions of PLCB-owned RICE objects.
10. In coordination with Oracle, create and manage cutover plan for each release in the implementation plan.
11. Perform project management administration duties including scheduling and facilitating meetings, document reviews, follow-ups as needed, etc.
12. Prepare weekly status dashboard for PLCB areas of responsibility
13. Participate in all program management activities and serve as a representative for PLCB workstreams.

14. Collaborate with Oracle/Deloitte/CMG workstream leads and project managers to ensure alignment on project objectives and milestones.
15. Manage, in coordination with Oracle/Deloitte/CMG, the Project New Horizon Master Project Plan for all PLCB-owned tasks (status, effort, duration, resources, etc.) for all releases. Owned tasks include:
 1. Data Migration (cleansing, extracts, validation, defect remediation)
 2. Environment (configuration, security/accounts, networking)
 3. Technical Designs (RICE objects, batch schedule)
 4. Development and Unit Testing (RICE objects)
 5. Report rationalization and development of non-base reports
 6. Quality Assurance (system integration testing scripts for legacy systems and end-to-end scenarios/scripts, end-to-end execution, user acceptance testing scenarios/scripts, user acceptance testing execution)
 7. Change Management (standard operating procedure planning and development, end-user training, stakeholder communication)
 8. Cutover (planning, execution)

B. Requirements. Personnel identified for this Project must be proficient in Microsoft Project.

C. Emergency Preparedness.

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

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.

- ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

III-4. Reports and Project Control. Contractor will be responsible for providing the following to support PLCB awareness of project status, progress, risks and mitigations.

A. Status Report. A weekly progress report, delivered orally and/or in writing at regularly scheduled Steering Committee meetings, covering activities, problems and recommendations. This report should be keyed to the project plan and progress, and may be delivered with another frequency as mutually agreed between parties.

B. Problem Identification Report. An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

III-5. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Part V**) 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 **Part V**. 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, including the cost proposal, on the basis of the terms and conditions set out in **Part V**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part V or to other provisions of the RFP as specifically identified above.**

PART IV
COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal. The Cost Submittal shall be submitted electronically in accordance with **Section I-10A**. The total proposed cost should be broken down into the components set forth in **Appendix E – Cost Submittal Worksheet**. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Section I-7** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

IV-2. Reimbursement. The Issuing Office will reimburse the Selected Offeror for work satisfactorily performed after execution of a written contract and the start of the Contract term, in accordance with Contract requirements, and only after the Issuing Office has issued a Notice to Proceed.

IV-3. Invoicing. All services and costs identified above and performed in support of this Contract must be invoiced directly to the assigned PLCB point of contact monthly in arrears. Invoices to the PLCB may only reflect charges as agreed to in the contract unless otherwise approved by the PLCB by a written Change Order or Contract Amendment.

Any questions or problems related to invoicing, bill payment, debits/credits to invoices, or other monetary related topics identified by the Selected Offeror during the duration of the Contract term should be addressed directly to the PLCB point of contact.

IV-4. Supplier Registration. The Selected Offeror will be required to register with PLCB’s Supplier Unit and have their information entered into PLCB’s Oracle systems database. This registration must be completed before a contract can be fully executed and approved. To obtain this supplier number, the Supplier Registration Form PLCB-2348 will need to be completed on the form located at the following link:

<https://www.lcb.pa.gov/JoinOurTeam/Pages/Contract-Opportunities.aspx>

IV-5. iSupplier Portal. After supplier registration of the Selected Offeror is completed by the PLCB, access to the iSupplier Portal will be automatically granted with the ability to view purchase orders, invoices, and payments online. An auto-generated email will be sent from the PLCB’s Supplier Unit granting administrator rights with logon credentials and further instructions. It is the supplier’s responsibility to ensure that the supplier information contained in the Oracle system is accurate and complete and keep the PLCB updated with any data changes, including bank data. Failure to notify the PLCB of any changes to supplier information may result in delayed payments.

IV-6. State Tax Liability/Debt Obligation. The Commonwealth may set-off the amount of any state tax liability or other debt or obligation of the Selected Offeror or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Selected Offeror under the resulting Contract or any other contract with the Commonwealth.

PART V

CONTRACT TERMS AND CONDITIONS

This Contract for Services (“Contract”) is made and entered into as of _____, 2021 by and between the Pennsylvania Liquor Control Board (“PLCB” or “Customer”), with offices located at 901 Capital Street, Harrisburg, Pennsylvania 17124, and SELECTED OFFEROR (“Contractor”) (each, a “Party” and collectively, the “Parties”).

WHEREAS, PLCB issued RFP# 20210723 on _____, 2021 (“RFP”) for **Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation** (“Services”);

WHEREAS, Contractor provides such Services;

WHEREAS, PLCB has selected Contractor to be awarded this Contract pursuant to the RFP. The PLCB desires to engage Contractor, and Contractor agrees to perform the Services described herein pursuant to the terms and conditions of this Contract.

THEREFORE, in consideration of the covenants and agreements set forth below, Customer and Contractor (herein each a “Party” or collectively the “Parties”), intending to be legally bound, agree as follows:

1. SCOPE OF SERVICES

During the term of this Contract, Contractor agrees to provide the Services as set forth in the Appendices attached hereto (collectively, the “Services”) and as described in the RFP and its appendices.

The RFP and the Contractor’s Response to the RFP, including the final Cost Submittal, are incorporated into this Contract by reference and made a material part thereof. In the event a conflict exists, the order of precedence shall be as follows: This Contract; the Contractor’s final Cost Submittal; the RFP; and the Contractor’s Technical Submittal to the RFP.

From time to time, the PLCB may request that Contractor provide additional, alternative, or modified Services that will be defined more specifically at the time of request. To the extent additional terms are needed to perform such Services, the Parties will use best efforts to define those terms and document them in a Change Order or via an Amendment to this Contract, as necessary. Any such Change Order or Amendment must be signed by both parties and approved by the PLCB Office of Chief Counsel. No PLCB employee has the authority to verbally add or amend contract terms.

The PLCB reserves the right to purchase materials and services covered under the Contract through a separate procurement procedure, whenever the PLCB deems it to be in its best interest.

2. TERM OF CONTRACT

The initial term of this Contract shall commence on the Effective Date (as defined below) and continue through September 1, 2023 with up to 18-months of renewal which may be exercised at the PLCB's sole discretion. The Effective Date shall be after the Contract has been fully executed by the Contractor and by the PLCB and all additional 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 PLCB 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 PLCB employee has the authority to verbally direct the commencement of any work under this Contract.

3. DEFINITIONS

As used in this Contract, these words shall have the following meanings unless otherwise defined in the RFP or Appendices. Any words used in this Contract that are not defined below shall have the definition provided in the RFP:

- a. Agency: the Pennsylvania Liquor Control Board ("PLCB").
- b. Amendment: amendments are issued for any change to the terms, conditions, requirements, or costs of the Contract and require the signatures of the Contractor and the same Commonwealth officials as the Contract.
- c. Change Order: change orders are notices of a change which one or both Parties have the option to change under the Contract. They can also be used as a notification of a correction.
- d. Commonwealth: refers collectively to the government of the Commonwealth of Pennsylvania as a whole, inclusive of the PLCB.
- e. Contracting Officer: the person authorized to administer this Contract for the PLCB and to make written determinations with respect to the Contract.
- f. Contractor: the Offeror selected by the PLCB pursuant to RFP# 20210723.
- g. Days: unless specifically indicated otherwise, days mean calendar days.
- h. Deliverable: a required Deliverable as set forth in RFP# 20210723.
- i. DDB: refers to a diverse and disadvantaged business as determined by the PLCB.
- j. Documentation: all materials required to support and convey information about the Services required by this Contract. Documentation includes, but is not necessarily restricted to, written reports and analyses, diagrams, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

k. PLCB Point of Contact: a designated PLCB employee that is responsible for all administrative matters related to this Contract, including but not limited to receipt of invoices.

l. PLCB Project Manager: the designated PLCB employee that will be responsible for making management level decisions related to the project.

m. Project New Horizon: refers generally to the PLCB's effort to implement an Oracle cloud-based Enterprise Resource Planning platform.

n. 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. WARRANTY

- a. Contractor warrants that it will comply with applicable laws, rules, regulations of governmental authorities in performing Services.
- b. Contractor also warrants that all employees, independent contractors and subcontractors performing the Services shall have the necessary training, experience and skills required to perform the Services and the responsibilities of the position to which such employees are assigned.

6. OWNERSHIP RIGHTS

Contractor shall provide, dedicate, purchase or lease the equipment, software systems, and any related items required to deliver the Services. Contractor shall at all times be considered the owner or lessee of the equipment and be responsible for the maintenance thereof.

7. 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.

8. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the

Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

9. COMPENSATION

- a. The Contractor will be compensated at the rates set forth in the Contractor's final Cost Submittal, plus costs for PLCB-authorized travel and PLCB-approved travel expenses. The rates set forth in the Cost Submittal reflect the hourly rate for Services, excluding travel. The Contractor shall be compensated only for work accepted by the PLCB.
- b. Contractor shall not be paid or reimbursed for:
 - i) Time spent preparing and/or transmitting invoices or any other billing or time keeping records.
 - ii) Time for work not performed or meetings not held/attended.
 - iii) Time or expenses for faxing, postage, mail, messenger services or other special delivery.
 - iv) Time spent on repetitious preparation/review/revision of documents unless at the explicit request of the PLCB.

10. BILLING REQUIREMENTS

The Contractor shall include in all of its monthly invoices the following minimum information:

- a. Vendor name and "Remit to" address, including Oracle supplier number;
- b. Service location;
- c. Description of the Services delivered;
- d. Quantity provided;
- e. Unit price;
- f. Price extension;
- g. Total price; and
- h. Date of Services.
- i. Line item charges to detail the number of hours utilized by each resource for that billing period.

If an invoice does not contain the minimum information set forth in this paragraph, the PLCB

may reject the invoice as improper. If the PLCB rejects an invoice as improper, the time for processing a payment will be suspended until the PLCB receives a correct invoice. The Contractor may not receive payment until the PLCB has received a correct invoice.

In no instance shall any payment be made for Services to the Contractor that are not in accordance with the contracted prices.

11. PAYMENT

a. The PLCB shall put forth reasonable efforts to make payment of undisputed amounts billed, less applicable credits, within 45 days of receipt of a proper invoice. A “proper” invoice is not received until the PLCB accepts the service as satisfactorily performed.

Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within 15 days after the required payment date, the PLCB may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto.

b. The PLCB will make contract payments through Automated Clearing House (ACH).

- 1) Within 10 days of award of the contract the Contractor must submit or must have already submitted their ACH information within their user profile in the PLCB’s procurement system (Oracle).
- 2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the PLCB’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
- 3) It is the responsibility of the Contractor to ensure that the ACH information contained in Oracle is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. TAXES

The Contractor will be responsible for the payment of any applicable taxes, licenses, charges and assessments imposed by any governmental authority upon the Contractor in relation to the performance of the Services. This includes, but is not limited to, local property taxes, municipal fees, licensing fees, and all taxes related to the employment of personnel required to perform the Services.

The Commonwealth may set-off the amount of any state tax liability or other debt or obligation of the Contractor or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Contractor under this Contract or any other contract with the Commonwealth.

13. 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.

14. 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, subcontractors 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 nor unduly delayed. The PLCB may, in the discretion and at the direction of the OAG, allow the Contractor to control the defense and any related settlement negotiations.

15. 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 and/or its approved subcontractors to the extent that the books, documents and records relate to costs or pricing data for the Contract or the performance of the Services. 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.

16. 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 for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified to ensure timely progression in accordance with the Project New Horizon Master Project Plan.
- 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.
- 3) Continued unsatisfactory performance of the work.
- 4) Discontinuance of work without approval and/or failure to resume discontinued work after notice to do so.
- 5) If the Contractor is adjudicated bankrupt, is determined to be insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or seeks protection against creditors under any applicable federal or state laws, or if there is a commencement of any bankruptcy, insolvency, receivership or other similar proceeding against Contractor that is not dismissed within 60 -days after such filing.
- 6) Breach of any material provision of the Contract, including failure to comply with representations made in the Contractor's bid/proposal.
- 7) Failure to comply with applicable industry standards, customs, and practice.

b. The PLCB will provide written notice to Contractor upon determining that the Contractor is in default pursuant to Subparagraph a above. The notice will include a description of the nature of the default and a reasonable cure period for Contractor to correct the default. Failure by Contractor to cure the default within the time period provided in any such notice may result in termination of this Contract pursuant to the Termination Provisions of paragraph 18.

c. In the event that the PLCB terminates this Contract 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, services 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 services included within the terminated part of the Contract. These costs are in the nature of cover damages as set forth in 13 Pa.C.S.A. §§ 2711(a), 2712.

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 subsequent event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision at paragraph 19 of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. 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, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the PLCB orally within three days and in writing within seven 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 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 request that the Contractor perform alternative or modified Services to mitigate the effects of the applicable Force Majeure event. In the event that such alternative Services are requested by the PLCB, the Parties will use best efforts to establish agreeable terms for the provision of such Services, which shall be documented in a written Change Order that is approved by both Parties.

18. TERMINATION PROVISIONS

The PLCB has the right to terminate this Contract for any of the following reasons. Termination shall be effective as of the date provided in written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The PLCB shall have the right to terminate the Contract in whole or in part 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. The Contractor shall be reimbursed for Services rendered, accepted and undisputed up to the date of termination. 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 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 for other cause as specified in the Contract or by law. If it is later determined that the PLCB erred in terminating the Contract for cause, then, at the PLCB's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph a.

19. 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 60 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 PLCB.

c. Within 15 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 for such continuous performance pursuant to the terms of the Contract.

20. 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 PLCB must be notified in writing if a DDB subcontractor is no longer being utilized by the Contractor in the provision of Services.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

21. 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 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.

22. 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. 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, in the provision of Services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. 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.
- f. 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.
- g. 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.

h. 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.

i. 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.

j. 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.

23. 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.

DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph 23:

a. **“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.

b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed

to have consented by virtue of the execution of this contract.

c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **“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.

e. **“Financial Interest”** means either:

- (1) Ownership of more than a 5% interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **“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.

g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

a. 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.

b. 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.

c. 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.

d. 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.

e. Contractor certifies to the best of its knowledge and belief that within the last 5 years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) 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
- (5) 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.

f. 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)*.

g. 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.

h. 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.

i. 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.

j. 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.

24. 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 15 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 PA Department of General Services [website](#) or by

contacting:

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

25. 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.

26. 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.

27. 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 law 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.

28. 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 Change Order or Amendment signed by both parties.

29. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the PLCB. 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.

30. CHANGE ORDERS AND AMENDMENTS

- a. Change Orders: As long as the scope of the Contract is not thereby altered, the PLCB reserves the right to make changes at any time during the term of the Contract: to make changes to the Services within the scope of the Contract; or to modify the time of performance.
- b. Amendments: An Amendment will be required when additional funds or terms increase the monetary value of the original approved amount of this Contract, unless it is appropriate to use a Change Order or funding adjustment. The PLCB reserves the right to require an Amendment for any change to this Contract in its sole discretion.

All changes to this Contract shall be initiated by the PLCB upon notification to the Contractor in writing. The change shall be effective as of the date indicated on the Change Order or Amendment, as applicable. Such increases, decreases, changes, or modifications will not invalidate the Contract. The Contractor agrees to provide the Services in accordance with the Change Order or Amendment. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

31. CONFIDENTIALITY

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 paragraph 31. 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.

- a. The obligations stated in this paragraph 31 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.
- b. 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.

32. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by 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: [INSERT ADDRESS HERE]

b. If to the PLCB:

PLCB Executive Director
512 Northwest Office Building
Harrisburg, Pennsylvania 17124

With a copy to:

PLCB Office of Chief Counsel
401 Northwest Office Building
Harrisburg, Pennsylvania 17124
ra-lblegal@pa.gov

33. 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 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

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.

34. ADVERSE INTEREST ACT AND LIQUOR CODE

The Contractor agrees to maintain compliance with the State Adverse Interest Act Sections 776.1 through 776.8 (71 P.S. Sections 776.1 – 776.8), and Liquor Code Sections 210 and 214 (47 P.S. §§ 2-210, 2-214).

35. INSURANCE REQUIREMENTS

Contractor shall procure and maintain at all times during the term of the Agreement the following:

- Comprehensive general liability insurance with minimum limits of not less than \$1 million for injury to or death of one person in a single occurrence and \$3 million for injury to or death of more than one person in a single occurrence and \$500,000.00 for a single occurrence of property damage.
- Auto liability insurance with a minimum combined single limit for bodily injury and

property damage in the amount of \$5 million each accident.

- Workers' Compensation Insurance sufficient to cover all of the Contractor's employees working to fulfill this contract in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$500,000, or the equivalent. Annual aggregate limit shall not be less than \$3 million.
- Umbrella coverage in the sum of \$2 million shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers' Liability, and Professional Liability.

Contractor must provide annually proof of valid insurance coverage of the types and limits specified above. PLCB shall be endorsed as additional insured on the auto and general liability insurance policies in connection with the services performed under the Contract and to the extent provided for in the Contractor's indemnity. Valid certificates of insurance shall be issued to PLCB.

36. SIGNATURES

The parties agree that: (1) a record or signature may not be denied legal effect or enforceability solely because it is in electronic form; (2) a contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation; (3) if a law requires a record to be in writing, an electronic record satisfies the law; and (4) if law requires a signature, an electronic signature satisfies the law.

The Parties to this Contract have executed it, through their respective duly authorized representatives.

[CONTRACTOR]:

Pennsylvania Liquor Control Board:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Executive Director

APPROVED AS TO FORM AND LEGALITY:

PLCB Office of Chief Counsel

Office of Attorney General Date

APPROVED FOR FISCAL RESPONSIBILITY AND BUDGETARY APPROPRIATENESS:

Comptroller

**APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD
RFP #20210723**

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:	
Δ	Technical Submittal
Δ	Diverse and Disadvantaged Business Qualification Information
Δ	Cost Submittal

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

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

APPENDIX B

**CORPORATE SIGNATORY DELEGATION
AUTHORIZATION**

PLCB RFP # 20210723

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 C
IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

APPENDIX D

**TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE**

PLCB RFP # 20210723

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 E

COST SUBMITTAL RFP 20210723 PROJECT MANGEMENT SUPPORT

Offeror Name: _____

1.) The selected Offeror will be compensated on a monthly basis at the fixed-price, hourly rate(s) provided in this Cost Sheet, plus approved travel costs.

A. The rate card should be completed for each position assigned to the project, identifying position, hourly rate and total estimated hours by position from issuance of the Notice to Proceed through August 2023. The hourly rate shall exclude any travel expenses. The "Total Estimated Project Cost by Position" will calculate automatically, as will the total at the bottom of the cost submittal, based upon values in the "Hourly Rate" and "Total Estimated Hours for Duration of Project" cells.

B. The only additional costs that will be reimbursed are those for PLCB-authorized travel and PLCB-approved related expenses incurred in performing the services and should not be reflected within the hourly rates.

C. Hours provided in this Cost Sheet are estimates only and are used solely for evaluative purposes. Offeror will be compensated based on actual hours consumed at the hourly rates provided, and as subsequently detailed in monthly invoices.

2.) Yellow highlighted cells must be completed for each position identified for the project.

3.) Formulas are imbedded in the worksheets. Offerors must input values into yellow cells and notify the Issuing Office of any calculation errors or concerns.

Please contact the Issuing Officer with any questions or concerns.

Rate Card			
Position	Hourly Rate	Total Estimated Hours for Duration of Project	Total Estimated Project Cost by Position
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total Project Cost			\$0.00
---------------------------	--	--	---------------

**APPENDIX F
DIVERSE AND DISADVANTAGED BUSINESS
QUALIFICATION INFORMATION**

The PLCB encourages participation by Diverse and Disadvantaged Businesses (“DDBs”) as prime contractors and encourages all prime contractors to make significant commitments to use DDBs as subcontractors and suppliers. A DDB is any business that is proven to be diverse, veteran owned, or small based on the criteria set forth below. The PLCB will conduct its own evaluation to determine if any contractor or proposed subcontractor qualifies as a DDB.

It is not required that any DDB obtain certification by the Commonwealth of Pennsylvania, Department of General Services Bureau of Diversity, Inclusion, and Small Business Opportunities (“BDISBO”). However, such certification will be accepted to receive DDB participation credit for a PLCB solicitation. A list of businesses that have been certified by BDISBO can be found here: <http://www.dgs.internet.state.pa.us/suppliersearch>.

In order to earn DDB participation points, please include the information listed below as a part of your Technical Submittal. Each DDB commitment which is credited by the PLCB will become contractual obligations of the selected Offeror.

The prime contractor must submit annually, or upon request by the PLCB, a Utilization Report to the Issuing Office within thirty (30) days of the end of each contract year. The Utilization Report must provide evidence of payments made to each DDB subcontractor during the term. This information will be used to track and confirm the actual dollar amount paid to DDB subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating “No activity”.

If the Selected Offeror fails to satisfy its DDB commitment(s), it may be subject to a range of sanctions PLCB deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Criteria for Qualification as a DDB:

To qualify as a small business, provide evidence of the following: independent ownership; no more than 100 full-time equivalent employees; and may not exceed 3-year average gross revenues of \$38.5 million.

A diverse or disadvantaged business is any business that is at least at least 51% owned and controlled by one or more persons deemed to be diverse on the basis of: racial or ethnic origin, gender, sexual orientation, disability, and/or veteran status.

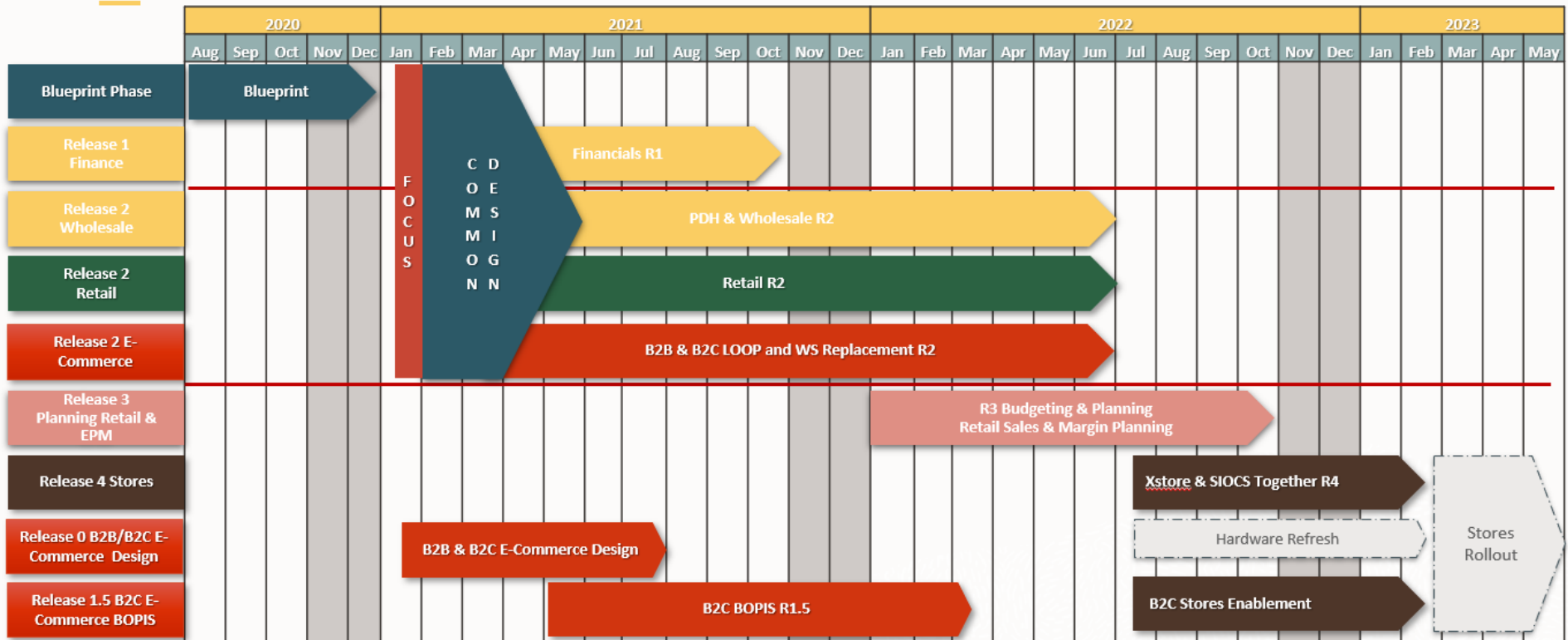
Evidence of such diversity status can be evidenced by providing, as applicable: a birth certificate, passport, driver's license, naturalization papers, tribal card, military records, or documentation from a licensed vocational rehabilitation specialist, an agency that issues disability benefits or a licensed medical professional.

In lieu of the above noted criteria, proof of certification by other organizations will also be accepted as qualification for DDB status, including, but not limited to: Commonwealth of Pennsylvania, Department of General Services Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO); Woman's Business Enterprise National Council (WBENC); National Minority Supplier Development Council (NMSDC); National Gay & Lesbian Chamber of Commerce; Disability: IN; United Certification Program (UCP); US Small Business Administration 8(a) Program; Vets First Verification Program (Service-Disabled Veteran only); certification by any other state's certification authority.

**APPENDIX G
PROJECT NEW HORIZON PROJECT DETAIL**



ERP HIGH-LEVEL PROJECT TIMELINE (to be updated and refined as project progresses)



* Denotes TBD



ORACLE ERP APPLICATIONS TO BE IMPLEMENTED

Release 1, November 2021:

- Oracle Fusion Enterprise Resource Planning Cloud Service (including General Ledger, Accounts Payable, Expenses, Project Portfolio Management, Fixed Assets, Cash Management and Budgetary Controls modules)
- Oracle Fusion WebCenter Forms Recognition (Accounts Payable Invoice Image Processing)
- Oracle Fusion Procurement Cloud Service (Supplier Qualifications/Registration module for both merchandise (wine/spirits) suppliers and non-merchandise suppliers; Purchasing, Self-Service Procurement, Sourcing and Supplier Portal modules only for non-merchandise suppliers)

Release 1.5, March 2022

- Oracle Commerce Cloud Service (B2C buy online, pickup in store functionality)

Release 2, July 2022:

- Oracle Fusion Enterprise Resource Planning Cloud Service (Accounts Receivable)
- Oracle Fusion Procurement Cloud Service (Purchasing, Self-Service Procurement, Sourcing and Supplier Portal modules for merchandise suppliers)
- Oracle Fusion Order Management Cloud Service
- Oracle Fusion Product Management Cloud Service
- Oracle Fusion Supply Chain Execution Cloud Service
- Oracle Fusion Supply Chain Planning Suite Cloud Service
- Oracle Retail Merchandising Foundation Cloud Service (MFCS)
- Oracle Retail Integration Cloud Service (MFCS integration)
- Oracle Retail Invoice Matching Cloud Service
- Oracle Retail Pricing Cloud Service
- Oracle Retail Order Broker Cloud Service
- Oracle Commerce Cloud Service (B2C and B2B e-commerce platforms)
- Oracle Agent Console

Release 3, November 2022:

- Oracle Enterprise Performance Management Enterprise Cloud Service
- Oracle Retail Merchandise Financial Planning

Release 4, early 2023

- Oracle Enterprise Performance Management Enterprise Cloud Service
- Oracle Retail Enterprise Inventory Cloud Service
- Oracle Retail Store Operations Cloud Service
- Oracle Retail Customer Management and Segmentation Foundation Cloud Service
- Oracle Retail Campaign and Deal Management Cloud Service
- Oracle Retail Loyalty and Awards Cloud Service
- Oracle Retail Gift Cards Cloud Service
- Oracle Retail Xstore Office Cloud Service
- Retail Xstore Point of Service

Pennsylvania Liquor Control Board

Project Management Support for Oracle Cloud Enterprise
Resource Planning Platform Implementation

RFP #:

Volume #: Technical Submittal

October 20, 2021



Pennsylvania Liquor Control Board

Bureau Of Purchasing and Contract Administration

Volume #: Technical Submittal

Prepared for:

Joshua Greene, Purchasing and Contracting Administration Division,
Room 312 Northwest Office Building,
Harrisburg, PA 17124,
[REDACTED]

In response to RFP# 20210723
Dated September 15, 2021
Addendum 1, October 6, 2021

Prepared by:



1000 Wilson Boulevard
Suite 1500
Arlington, VA 22209
www.grantthornton.com

Point of Contact:

Robert Schein, Managing Director

T [REDACTED]
F 703.848.9580
[REDACTED]

On January 1, 2020, Grant Thornton LLP ("Grant Thornton LLP" or "Parent"), a federal government contractor since 2001, reorganized its Public Sector service line into a wholly-owned subsidiary named Grant Thornton Public Sector LLC. All of the assets and personnel associated with Grant Thornton LLP's government practice (except for its government financial audit and attest practice that will remain with the Parent) have been transferred to the new subsidiary, Grant Thornton Public Sector LLC. The government is currently considering approval of novation of the transferred assets, including transferred contracts.

Grant Thornton LLP and Grant Thornton Public Sector LLC have entered into a Services Agreement, which provides for the two entities to provide assistance to each other on government contract opportunities and engagements.

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal or quotation. If, however, a delivery order is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in sheets marked "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

October 20, 2021

Pennsylvania Liquor Control Board
ATTN: Joshua Greene, Purchasing and Contracting Administration Division
Room 312 Northwest Office Building
Harrisburg, PA 17124, [REDACTED]

Subject: Request for Proposal (RFP) Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation no. 20210723

Dear Mr. Greene:

Grant Thornton is pleased to submit this proposal to provide Project Management Support for the Pennsylvania Liquor Control Board's Oracle Enterprise Resource Planning Platform Implementation. Our enclosed Technical Submittal is fully responsive to the specifications of the RFP. Our pricing is included with this proposal in Appendix E and is valid for 120 days or until a contract is fully executed.

Thank you again for inviting us to demonstrate how we can support you. If you have any questions or would like to schedule a presentation by our team, please contact me at [REDACTED] or [REDACTED] or our Contracts Manager, Virginia Dawson at [REDACTED] or [REDACTED].

Sincerely,



Tamara Reynolds

Managing Principal

T [REDACTED] | E [REDACTED]



Robert Schein

Managing Director

T [REDACTED] | E [REDACTED]

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Executive Summary

Our Understanding

The Pennsylvania Liquor Control Board (PLCB) operates as a wine and spirits retailer and wholesaler in nearly 600 retail stores across the Commonwealth. A new ERP financial system reduces time spent on low-value tasks like transaction processing to free up resources to focus on higher-value activities. It also enables PLCB to meet its business objectives, such as standardizing business processes and financial reporting, implementing retail best practices, and reducing or eliminating costly system customizations.

Team Grant Thornton

Grant Thornton is a leader in both Oracle Cloud ERP implementations, and in the retail industry. With over 50 successful Oracle Financials Cloud implementations completed, Grant Thornton understands how to manage the risks and pitfalls and how to avoid them. In addition, our experience leading transformation projects in the retail industry gives us insight into leading practices that can be applied directly to PLCB. New delivery strategies, such as using stores as distribution hubs to expedite shipping times, improving inventory management by utilizing technology, enabling mobile payment, and optimizing e-commerce and “brick and mortar” locations are all challenges that all retail entities face. Grant Thornton brings the experience and expertise to support PLCB’s Oracle Cloud implementation to enable you to implement best practices in these and other areas.

Team Grant Thornton comprises Grant Thornton Public Sector, LLC and Intueor Consulting. Grant Thornton LLP is one of the largest audit, tax, and advisory services firms in the world, with more than 56,000 people across 735 offices in over 135 countries. Grant Thornton Public Sector LLC (Grant Thornton) is a wholly owned subsidiary focused on helping government executives and managers solve complex challenges, maximize their performance, and minimize their risks. We bring financial management and accounting advisory expertise and insights having supported over 136 customers across federal, state, and local governments.



Intueor Consulting, Inc. is a management consulting firm that specializes in helping public sector agencies achieve sustainable business transformation by offering strategic business, operations and technology consulting services to its clients. Intueor has deep product knowledge and offers industry best practice in a wide variety of enterprise/administrative technologies supporting corporate functions such as finance, HR, payroll, benefits, procurement, capital project management, planning and budgeting, maintenance and asset management, supply chain and inventory management, customer information systems and business intelligence/reporting. As owner’s representative, Intueor helps clients plan, select and implement the most suitable enterprise technologies for the business.



Team Grant Thornton’s combined value to PLCB includes:

We are Systems Integrators. Grant Thornton has developed deep functional and technical knowledge through over 200 successful ERP implementations, including over 50 successful Oracle Cloud implementations. In addition to our direct implementation experience, our seasoned professionals have stood up PMOs at commercial clients and government agencies such as the Department of Labor, Housing and Urban Development (HUD) and the US Treasury to support their Oracle implementations.

We are thought leaders in the retail industry. Grant Thornton currently serves over 50% of the Fortune 100 retail companies in their transformation efforts. We have supported retail businesses in implementing ERP solutions, utilizing emerging technology, and streamlined business processes to manage their supply chain more effectively. Our proposal highlights how our expertise in retail enhances and optimizes processes to enable and adopt retail efficiencies and best practices as an outcome of Project New Horizon.

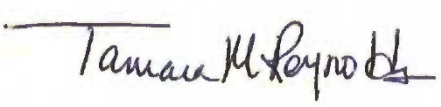
1.0 Appendix A, Proposal Cover Sheet

APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD RFP
#20210723

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

Offeror Information:	
Offeror Name	Grant Thornton Public Sector, LLC
Offeror Mailing Address	1000 Wilson Boulevard Suite 1500 Arlington, VA 22209
Offeror Website	www.gt.com/publicsector
Offeror Contact Person	Virginia Dawson
Contact Person's Phone Number	[REDACTED]
Contact Person's Facsimile Number	703-848-9580
Contact Person's E-Mail Address	[REDACTED]
Offeror Federal ID Number	[REDACTED]
Offeror SAP/SRM Vendor Number	[REDACTED]

Submittals Enclosed and Separately Sealed:	
Δ	Technical Submittal
Δ	Diverse and Disadvantaged Business Qualification Information
Δ	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal: Printed Name: Tamara Reynolds	
Title: Principal	

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

2.0 Appendix B, Corporate Signatory Delegation Authorization Form (if applicable)

APPENDIX B

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

PLCB RFP # 20210723

Grant Thornton Public Sector LLC is a wholly owned subsidiary of Grant Thornton LLP. Grant Thornton Public Sector LLC is a limited liability company not a corporation, therefore Appendix B does not apply. Grant Thornton confirms that Tamara Reynolds has signature authority to legally bind Grant Thornton Public Sector LLC.

3.0 Appendix C, Iran Free Procurement Certification Form

APPENDIX C

IRAN FREE PROCUREMENT CERTIFICATION FORM

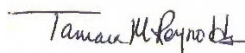
(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Grant Thornton Public Sector LLC	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Tamara Reynolds, Managing Principal	<i>Date Executed</i> October 20, 2021

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**4.0 Appendix D, Trade Secret, Confidential, Proprietary Information
Notice Form (if applicable)**

APPENDIX D

**TRADE SECRET/CONFIDENTIAL PROPRIETARY
INFORMATION NOTICE
PLCB RFP # 20210723**

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:

Virginia Dawson [REDACTED] [REDACTED]

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

Evidence of Grant Thornton's financial capability in response to a solicitation, found on page 111. A copy of our Grant Thornton Crisis Management Plan: Table of Contents, found on page 84 Appendix GT-3 along with Grant Thornton Pandemic Response, found on page 83, Appendix GT-2.

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*)

In response to RFP number, 20210723 as required by Section 6 and Section 7.4.

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

Page Number	Description	Explanation
111	Evidence of Grant Thornton's financial capability.	This document contains confidential information about Grant Thornton's financial standing.
84	Grant Thornton's Crisis Management Plan Table of Contents	This document contains proprietary information about Grant Thornton's Crisis Management and its information infrastructure.
83	Pandemic Response	This document contains proprietary information about Grant Thornton's Crisis Management and its information infrastructure.

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.

	Principal	10/20/2021
Signature	Title	Date

5.0 Offeror Qualifications II-4.A.1, III-1

5.1 Company Overview III-1.A

5.1.1 Date Your Company Was Founded, Principal Ownership, Scope of Operations and General Data

Grant Thornton is the U.S member firm of Grant Thornton International Ltd, one of the world’s leading organizations of independent audit, tax and advisory firms. Founded more than 90 years ago, Grant Thornton has 58 offices in the United States. Grant Thornton LLP has over 8,000 employees nationwide and is headquartered in Chicago. Grant Thornton partners and employees provide personalized attention and the highest quality of service to clients around the globe. At the heart of our culture is an unwavering commitment to our global values that provide a guideline for how we behave toward each other and toward our clients. Collaboration, leadership, excellence, agility, respect, and responsibility are the values that define who we are and how we work with clients. Together, we unlock our client’s potential.

Grant Thornton’s Public Sector practice was formally established in 1997 to address the specific requirements of government clients. On January 1, 2020, Grant Thornton LLP, a reorganized its Public Sector practice into a wholly owned subsidiary named Grant Thornton Public Sector LLC. Grant Thornton Public Sector LLC employs over 900 partners and staff, many of whom are former government executives and managers. Our experience entails providing program and project management, organizational assessment, Information Technology (IT) financial management, change management, performance management, business process re-engineering, IT strategy and governance, and IT systems development services. The Public Sector State and Local practice supports state and local government efforts to improve performance through innovative techniques and solutions. Combining the experience of Public Sector personnel with our top-of-the-line specialists from across the larger Grant Thornton organization, we will deploy an integrated, multi-disciplinary team of skilled professionals required to support The Commonwealth.

Figure 1: Grant Thornton Public Sector Capabilities



Within Grant Thornton Public Sector, our State and Local government practice provides consulting services to clients in states, counties and localities across the nation. Our ability to support multiple projects simultaneously combined with our innate Project Management, and Implementation oversight expertise will help the Commonwealth project achieve its short- and long-term objectives.

Grant Thornton has extensive experience in consulting with complex systems integration projects. The types of services that we provide to these entities include project management, Quality Assurance, IT acquisition support, IT project oversight, financial and compliance audits, design and implementation of accounting, internal control and security assessments, organizational assessment and design, operational improvement analysis and implementation, and financial management advisory services.

5.1.2 Special Expertise, Assessments and/or Certifications

Effective Project Management and Leadership is in our DNA: our Advisory practice of over 3,000 professionals is rooted in project management, business consulting, risk management and transaction support, and driven by technology and data analytics, we help clients capture opportunities for value creation and realize future potential today. With over 20 years of experience in IT project management, Grant Thornton is well versed in the lifecycle phases of large-scale transformation initiatives. Our Project Managers work directly with Business Sponsors, Program and Portfolio Management, vendors and execution teams to implement user-driven enhancements aimed at carrying out advanced capabilities on new and existing systems. We have also provided project management facilitation support for client's project managers.

We know the factors that drive success, and the common risks that lead to project failures. With this knowledge, Grant Thornton can help the PLCB to anticipate these risks in advance, and design strategies that keep the PLCB project on course to success. Grant Thornton will be on the ground and embedded within the project environment, focusing on helping the PLCB to understand the impacts of its decisions and guiding the Program in making decisions that will keep the project focused on its intended business outcomes.

On engagements such as this, we leverage many different parts of the Firm to help drive our clients' success. We refer to this as a "One GT" approach. For this engagement our project manager will work across our public sector practice, but also our commercial advisory and State and Local (SALT) practice. Our ability to leverage expertise and experience from core project management experts, our practitioners with vast experience overseeing Oracle enterprise resource planning projects, to the expertise and experience found in our SALT practice. SALT is a key differentiator for Grant Thornton and will bring The Commonwealth a level of service not found with any other vendor in the market. Applying our One GT approach we blend strategy and operational excellence to focus on value for The Commonwealth's investment.

- Grant Thornton differentiates itself from traditional operational firms by bringing their clients "up" to the fundamental strategy problem and then orchestrating the operational solution.
- Grant Thornton is an Oracle Expertise Partner in the Modern Oracle Partner Network (OPN) with complete cloud implementation Expertise badges across Enterprise Resource Planning (ERM) - Enterprise Performance Management (EPM) - Supply Chain Management (SCM) - Human Capital Management (HCM).
- Grant Thornton sets itself apart from traditional strategy firms by taking an operational approach to delivering strategy solutions through implementation experience. By combining our Oracle Implementation expertise, our finance transformation experience, and our understanding of best practices in retail, we know what processes should be optimized through Project New Horizon to get the best return on your investment.



- o Grant Thornton delivers a client experience in which traditional contractor-focused firms cannot, by providing a consistent team that is grounded in a proven methodology and expectation of high quality.

As an extension of our “One GT” approach, our Tax and Advisory Services professionals help combine their skillsets to effectively create value for our public sector clients. We are uniquely positioned to provide expertise related to jurisdictional property tax administrative systems. Our service team is comprised of members from our public sector advisory practice and our property tax consulting practice. This combined service team has the full competency to ensure the right solutions are implemented for use by The Commonwealth and its taxpayers.

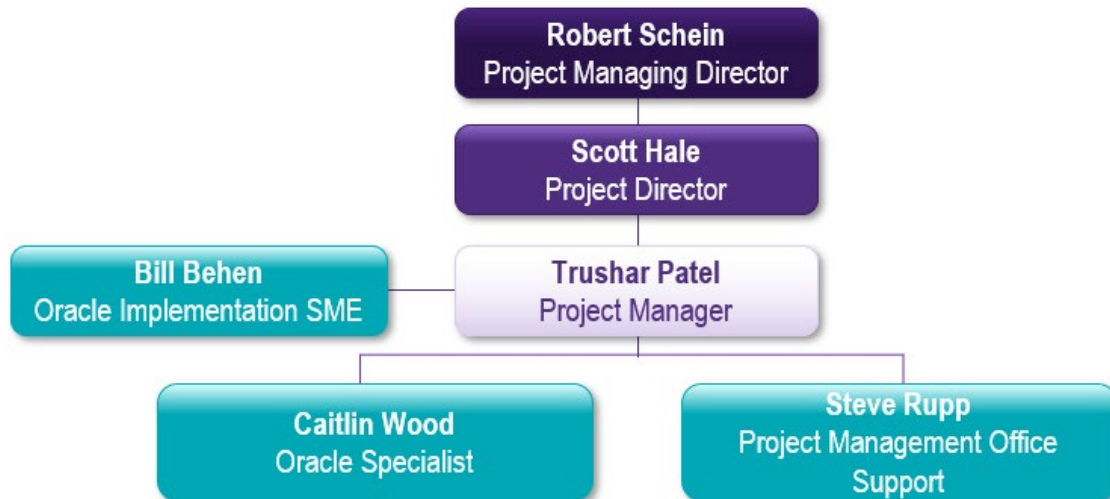
5.1.3 Current Contracts That May Present a Conflict of Interest

Grant Thornton does not have any contracts that present a conflict of interest.

5.1.4 Organizational Chart

Team Grant Thornton is focused on bringing its proposed subject matter expertise and experience to each project. We have developed a team to address each category of work within the RFP. For our team, we are providing the Pennsylvania Liquor Control Board with experienced team members that bring direct Public Sector and Commercial backgrounds focused on Oracle implementations. The organizational chart below identifies the team members who meet or exceed the tasks outlined in the RFP.

Figure 2: Project Organization Chart



5.1.5 Evidence to show that the business is or could be qualified as a DDB in accordance with Appendix F

Team Grant Thornton consists of Grant Thornton and Intueor. Intueor, our teaming partner is a DDB. Please reference Section 5.4.1 to review evidence showing that Intueor is qualified as a DDB in accordance with Appendix F.

5.2 Prior Experience III-1.B

5.2.1 Experience Reference #1

Project name	Crowley Maritime
Project overview	<p>Client Challenge:</p> <p>Crowley initiated a full-scale transformation program with a different systems integrator to replace its aging legacy business systems, some of which were facing end-of-life desupport situations. This effort eventually ran behind schedule and over budget.</p> <p>Grant Thornton Solution:</p> <p>Grant Thornton led the full life cycle implementation (planning, design, development/configuration, testing, training, deployment). Grant Thornton was asked to perform a Health Check of the program and provide recommendations to recover the program and execute on a refreshed implementation plan. Grant Thornton recommended that Crowley re-launch the program with the adoption of several key changes:</p> <ul style="list-style-type: none"> • De-couple HCM and ERP and avoid unmanageable risk with a “big bang” implementation; adopt a multi-phased roll-out approach. • Transition to a project methodology that was a better fit to the client’s culture. • Revise the resource plan to reflect change in methodology; execute on backfill strategy. • Conduct a more formal design effort for select key processes & topics. • Develop more robust reporting strategy to better understand reporting tool usage by audience and report development effort <p>The program roadmap was created with a phased deployment approach.</p> <ul style="list-style-type: none"> • Phase 1 consisted of Oracle Cloud core Financials, Procurement, Inventory and FCCS (Close & Consolidation) – go live was July 2019. • Phase 2 was focused on U.S. based operations and an Oracle HCM Cloud footprint which included Human Resources, Payroll, Benefits, Employee Self-service, Time & Labor and Taleo Recruiting – go live was January 2020. <p>Phase 3 includes implementation of the Advanced Procurement – go live was January 2020.</p>
Oracle modules implemented	General Ledger, Fixed Assets, Accounts Payable, Accounts Receivable, Purchase Orders, Inventory, Cash, Advanced Procurement, Financial Consolidation & Close
Number of people on project team	40 people on the project team
Number of end users	1,000 plus end users including employee self service
Project start date	June 2018
Project end date	January 2020
Client contact information	Due to client confidentiality, we cannot provide reference names and contact information at this time.

5.2.2 Experience Reference #2

Project name	TTI Industries
Project overview	<p>Client Challenge:</p> <p>TTI was running on 40-year-old mainframe systems making it difficult to connect its global operations which poses a potential technology risk and threat to business continuity and future acquisition activity. Understanding that replacing the systems is a massive undertaking, TTI turned to Grant Thornton for guidance in upgrading their back-office systems. Once it was determined that a cloud solution could best support TTI's plans for growth, Team Grant Thornton worked with TTI leadership to map out a gradual journey to the cloud, as they evaluated software options. To ensure the transition aligned with TTI's culture and would be successful, Grant Thornton suggested that TTI move one process at a time, beginning with modules that would help limit the risk, and return the most substantial return on investment.</p> <p>Grant Thornton Solution:</p> <p>Grant Thornton led the full life cycle implementation (planning, design, development/configuration, testing, training, deployment). As Grant Thornton worked with TTI to outline the benefits of the cloud, they uncovered the opportunity to further leverage a Global Business Services framework to standardize TTI's global operations. At Grant Thornton's recommendation, TTI would begin their cloud journey with ERP Cloud—Financials, General Ledger. By starting with the record-to-report process, the TTI locations—spread across 30 countries with 20 different currencies—all with varying financial processes, could unify 90% of their processes. This included adopting a common set of processes and migrating monthly close, intercompany, and general ledger reports to a global, managed by regional centers in the Americas, Europe, the Middle East, and Africa, and Asia Pacific.</p> <p>The core global process model was designed using Oracle Fusion. Phase 1 of implementation was completed in January of 2019. Phase 2 of the journey to the cloud was launched in May of 2019 focuses on processes involved in Procure-to-Pay and Capital Projects, including: vendor master data, procurement, invoice receipt and processing, payment and management of queries. Phase 3 focused on Order-to-cash with a process scope that includes: customer master data, sales order fulfillment, credit control, rebates, interests and bad debt, credit note management and management of queries.</p> <p>Grant Thornton has become an invaluable partner to TTI in their cloud journey by customizing a step-by-step transition that fit the culture and needs of TTI. Specific value-add areas include:</p> <ul style="list-style-type: none"> • Developed a roadmap and timeline for implementation throughout the entire organization • Provided robust project management to guide the implementation • Implemented a rigorous change management program to increase the adoption of new processes • New Chart of Account to Drive More Relevant Reporting • Designed and built complex Integration to Mainframe. • Provided International expertise on statutory reporting. <p>The ERP Cloud solution is helping TTI to optimize financial operations so that they can continue their mission of exceeding internal and external expectations. With the record-to-report processes streamlined onto a common platform, TTI can focus</p>

	<p>more on their customers and growth. Since going live in January, TTI has enhanced their operations through the following benefits:</p> <ul style="list-style-type: none"> • Improved governance and control, reducing risk • Seamless integration of end-to-end, record-to-report process • Adoption of global standards and harmonized global operations • Faster decision making with real-time, readily available data and reporting • Standardization and elimination of current manual processes • Foundation to build stronger controls and promote cost savings • Improved month-end close process from enhanced analysis and reduced manual effort • More user-friendly experience for employees • Decreased IT spend from eliminating on-premise system support • Foundation for future Oracle module inclusion and addition <p>The customized approach to TTI is repeated with all Grant Thornton clients. We take the time to understand our client's operations, strategy and culture. Whether they need a step-by-step approach or a full transform in a short timeframe, we apply our extensive knowledge in cloud, along with our firm's expertise in Change Management, Operations Transformation and a variety of other specialties across Tax, Audit and Advisory to create a cloud journey that fits our client's needs and will deliver the results they want.</p>
Oracle modules implemented	Phase 1 – General Ledger, Reporting Phase 2 - Purchasing, Statutory Sick Pay, Supplier Portal, Accounts Payable, Personal Financial Management
Number of people on project team	25 people on the project team
Number of end users	200 end users
Project start date	August 2018
Project end date	January 2019 - General Ledger December 2020 - Purchasing, Statutory Sick Pay, Supplier Portal, Accounts Payable, Personal Financial Management
Client contact information	Due to client confidentiality, we cannot provide reference names and contact information at this time.

5.2.3 Experience Reference #3

Project name	ULTIS – Ultimate Treasurer Information System
Project overview	<p>Client Challenge:</p> <p>As part of the ULTIS project, Grant Thornton has been instrumental in assisting our subject matter experts take their existing processes and workload and turning them into best practices to achieve the optimal outcome. Grant Thornton has provided project management, business process re-engineering, Organizational Change Management (OCM) and executive advice.</p> <p>Strategic & Operational Business Planning – as part of the ULTIS project, Grant Thornton has advised leadership on the optimal solutions, goals and planning for our modernization efforts. They have helped us create the roadmap, requirements, operational documents and workflows, and contingency plans.</p> <p>Grant Thornton Solution:</p> <p>As part of the ULTIS project, Grant Thornton advised leadership on the optimal solutions, goals and planning for modernization efforts. They have helped create the roadmap, requirements, operational documents and workflows, and contingency plans. Grant Thornton provided the customer with project management services consisting of the people, processes, and tools we provided by leveraging Project Management toolbox consisting of practice-focused tools, methods, and standards, which allow our customers to effectively initiate, plan, execute, control and monitor the project. We truly understood one size does not fit all clients, so we evaluated and proposed a right sized methodology, program governance and oversight model to support their organizational maturity.</p> <p>Grant Thornton worked with Maricopa County to develop and promoted knowledge transfer through recurring training sessions that covered the functional roles and responsibilities of the users. This developed long-term sustainability of the changes. Our strategic and tactical approach addressed the Maricopa Counties needs through the:</p> <ul style="list-style-type: none"> • Development of a change management strategy and plan that provided both the structure and flexibility necessary to be successful • Partnered with technical and functional resources to understand impacts to people and the business • Launched organization-wide engagement and communication plans to promote relevant information in the right format and at the right time • Recognized that for Maricopa County, a successful implementation involved more than simply getting a system in place – all end users had to be sufficiently trained and prepared to accept and use new processes and technology in their jobs <p>Grant Thornton’s primary project management role throughout the implementation project was to perform integration management in support of the Prime Integrator’s project manager. This involved directing project work and balancing the major components and constraints of the project as laid out in the PMP. We worked with the Prime Integrator’s project manager to gather work performance data and produce status reporting against the original baseline and other established key performance indicators. We influenced change factors and worked to continuously improve the productivity of the project team based on the work performance data.</p>

	<p>We co-lead steering committee and stakeholder meetings and monitored stakeholder engagement. Grant Thornton worked within the approved authority structure to approve changes to scope and escalated risks, issues, and changes that required input from the steering committee. Only approved mitigation plans, corrective actions, and scope changes were implemented. We coordinated with Maricopa County leadership to review, approve, and accept formal deliverables outlined in the Prime Integrator's contract. Throughout the project's execution, the project manager provided input to continuously update the project management plan based upon improvements and changes to the defined processes.</p> <p>Additionally, the project manager was responsible for directing work activities for the members of the County project team, which was comprised of County employees and Grant Thornton consultants. This included staffing all team roles according to plan, evaluating team and individual performance, hold team-building activities, giving recognition and rewards, facilitating conflict resolution, and soliciting feedback.</p> <p>Team Grant Thornton will include project coordination services that will extend the project management services. The two capabilities will form the project management office (PMO).</p> <p>We were responsible for creating and maintaining structure for project management processes. Grant Thornton extended the project management services by handling operational and coordination tasks throughout the project. The primary project coordination responsibilities and activities included:</p> <ul style="list-style-type: none"> • Coordinating meetings and managing team calendars • Coordinating training activities • Monitoring project team staffing including onboarding and release of project resources • Coordinating with Prime Integrator PMO in maintaining the project master schedule and WBS • Producing productivity reports • Monitoring MCTO team assigned tasks, including burn rate • Managing facility-related tasks • Establishing project documentation standards and templates • Managing and updating project SharePoint site and other file repositories • Creating meeting agendas • Recording meeting minutes and action items
ERP modules deployed	Microsoft Dynamics Emphasys Sympro
Number of people on project team	8 people on the project team
Number of end users	Roughly 100 users
Project start date	February 2014

Project end date	October 2023
Client contact information	Deborah Lukens [REDACTED] [REDACTED]

5.3 Personnel III-1.C

5.3.1 Personnel Who Will Lead and be Engaged in the Work

As summarized in the table in Section 5.3.2, the proposed mix of personnel covers the broad array of disciplines required to successfully support Pennsylvania Liquor Control Board for this project and beyond, including program and project management, organizational change management, enterprise resource planning, IT management and systems integration, federal financial management and accounting (GAAP), and Scrum and Agile best practices. Our proposed staffing has, on average, over 15 years of ERP implementation and PMO experience. Team Grant Thornton possesses multiple certifications including PMP, CFE, SSM, and CSM. Please refer to Section 5.3.2 for specific roles, activities, and tasks under the Roles and Responsibilities Section.

Our proposed Project Managing Director, Robert Schein, has over 20 years of experience assisting state and local governments with all facets of the ERP system life cycle. Throughout the course of his career, Robert has led engagements to assess legacy systems and develop business cases to address at-risk technology, develop system requirements and associated solicitation documents for ERP software and system integration services, facilitate client teams through proposal reviews, vendor demonstrations, and product and service provider selection, negotiate contractual agreements for software and services, manage ERP implementations, provide oversight and IV&V services, and help transition organizations from implementation to product support. He has an established track record of leading ERP implementations in a project management capacity. He has also helped customers in the aftermath of sub-standard ERP implementations develop turnaround strategies to help realize their expected return on investment. Amongst the organizations that Robert has assisted with their ERP initiatives are the State of Colorado, State of Hawaii, State of Florida, Cook County, City of Albuquerque, Illinois State Highway Toll Authority, St. Louis County, the University of Chicago, and the Navajo Nation.

Our proposed Project Director, Scott Hale, has over 20 years of experience of financial management, shared services/outsourcing and business process re-engineering expertise. Scott has a robust experience in leading large, complex advisory and technology projects for federal customers. Scott possesses a deep knowledge of financial management and Enterprise Resource strategy and implementations. Scott has a history of establishing successful Program Management Offices, including Quality, Schedule, and Risk Management, Financial/Cost and Contract Management, Dashboards/Metrics, Stakeholder and Resources Management, Training, and Transition.

Our proposed Project Manager, Trushar Patel, is an experienced ERP professional with over 15 years of experience specializing in all aspects of the software development lifecycle, with a demonstrated record of increasing efficiency, service levels and performance via the integration of IT systems. Trushar has experience in initiating, planning, executing, monitoring and controlling, and closing projects and has demonstrated ability to leverage various implementation delivery methodologies such as Waterfall, Agile or Hybrid to meet the objectives of the project. Trushar has hands-on experience in eliciting business requirements, prototyping and designing, configuration and development, fully lifecycle testing, and deployment.

Our proposed Project Management Office Support, Steve Rupp, has more than 20 years, specifically 18 years of professional experience in public sector, of consulting and project management for the implementation and upgrade of Oracle and PeopleSoft Financials and Human Capital Management as well as the development of large custom systems. Steve has a unique combination of skillsets from his

experience with Oracle upgrades and his Liquor Control Board expertise. Public sector clients have included states, counties, cities, public transportation, and school systems. As a project manager he has successfully led project teams with as many as 40 consultants through the full project lifecycle based on PMI standards and methodology. In this role, Mr. Rupp has advanced and delivered projects by establishing and managing project plans and schedules, implementing project management controls, and effective teambuilding by maintaining communications with the project team and stakeholders.

Our proposed Oracle Implementation SME, Bill Behen, is a Principal in Grant Thornton's Technology Transformation practice with over 20 years of experience. Bill is a recognized thought leader in assisting clients with defining and executing enterprise application strategies. He specializes in the program management and delivery of transformational projects involving the implementation of cloud-based enterprise systems. Bill has extensive experience in enabling technologies for the functional areas of Finance/Accounting, Procurement/Supply Chain, Project Accounting, Human Resources, Order Processing/Customer Servicing, and Marketing.

Our proposed Oracle Specialist, Caitlin Wood, more than 5 years of Oracle implementation experience. As an Applications Architect Manager for Oracle Cloud, Caitlin implemented Oracle ARC and EDM to allow more efficiency, accuracy and automation between ERP and EPM systems, streamlining work output to ¼ of previous requirement for month closing. Caitlin has also executed a full Oracle Cloud Financials implementation and successfully led accounts payable, purchasing, security, and projects/assets as well as distributed the quarterly update effort including upgrades to R12 and R13.

5.3.2 Roles and Responsibilities

Team Grant Thornton's identified personnel have extensive experience in their proposed roles. Leveraging our subject matter experts (SME's), Team Grant Thornton will be able to meet or exceed all the responsibilities each role will possess throughout the entirety of the project.

Role	Candidate	Responsibilities
Project Managing Director	Robert Schein	<ul style="list-style-type: none"> Resolution of all escalations and any client concerns Providing direction on delivery strategy and methods to resolve significant and high priority obstacles to project success Hold our team accountable for high quality performance and meeting customer needs Financial and administrative oversight
Project Director	Scott Hale	<ul style="list-style-type: none"> Provides strategic and technical guidance to both PLCB leaders and Team Grant Thornton's delivery team Serve as technical advisor across all tasks by monitoring progress and promoting the use of industry standard approaches Provides quality review on key deliverables before they advance to PLCB Will contribute cross-industry experience to the client (e.g., reporting, dashboards, etc.)
Project Manager	Trushar Patel	<ul style="list-style-type: none"> Developing a project charter Identifying stakeholders Developing a project management plan Defining and managing scope, creating a work breakdown structure, and gathering requirements

		<ul style="list-style-type: none"> • Planning, defining, and developing schedules, activities, estimating resources and activity durations • Planning and estimating costs, and determining budgets • Planning and identifying quality requirements • Planning and identifying human resource needs • Planning communications • Planning for and identifying potential risks, performing qualitative and quantitative risk analysis, and planning risk mitigation strategies • Planning for and identifying requirement procurements • Directing and managing all work for the project • Performing all aspects of managing quality • Selecting, developing, and managing the project team • Managing all aspects of communications • Take action on securing necessary procurements • Managing all stakeholder expectations • Monitoring and controlling the project work and managing any necessary changes • Validating and controlling the scope of the project • Controlling the scope of the project • Controlling project costs • Controlling the quality of deliverables • Controlling all team and stakeholder communications • Controlling procurements • Controlling stakeholder engagements • Closing all phases of the project • Closing all project procurements
<p>Project Management Office Support</p>	<p>Steve Rupp</p>	<ul style="list-style-type: none"> • Monitor and control project execution performance • Develop project management methodologies • Facilitate and improve strategic management • Optimize resource management • Assist with developing project charter • Assist with developing project management plan • Maintaining and updating a work breakdown structure, and requirements • Assist with estimating costs, and determining budgets • Documenting quality requirements • Assist with identifying human resource needs • Assist with Planning communications • Documents and monitor potential risks, perform qualitative and quantitative risk analysis, and plan risk mitigation strategies • Performing all aspects of managing quality • Assist with managing all aspects of communications • Assist with the management of stakeholder expectations • Monitoring and controlling the project work and managing any necessary changes

Oracle Implementation SME	Bill Behen	<ul style="list-style-type: none"> • Provide strategic advice on key implementation matters by providing technical and functional knowledge or Oracle Cloud implementations • Supports Project Director and Project Manager on mitigation of critical risks before they become issues • Provide technical and functional advice to PLCB leaders on key implementation matters
Oracle Specialist	Caitlin Wood	<ul style="list-style-type: none"> • Understand Oracle environment, its challenges, nuances, and how to deliver results • Technical and functional knowledge to develop long-range strategies and innovations • Mitigates delivery risk, and facilitates delivery of practical, effective Oracle Cloud solutions that are viable and appropriate • Bring relevant cloud functional and technical expertise need to maximize the project success rate and bring to bear leading practices and standards

Table 1: Roles and Responsibilities

5.3.3 Criteria For Hiring Employees and/or Contractors

Assembling the best team is at the heart of providing resources to fit our clients' needs. As a full-service professional services firm, we are uniquely positioned to meet an array of needs likely required to support an organization as large, complex and diverse as the Pennsylvania Liquor Control Board. Team Grant Thornton's approach focuses on staffing our engagements with resources who have comprehensive skills and experience to match our client's needs, who demonstrate leadership and accountability, and who are the best fit for our client's culture. For every client, our engagement lead partner works with dedicated resource managers who identify a preliminary list of potential resources that meet the necessary technical criteria from the firm's skills database that includes all 7,000+ US personnel. From there, engagement leadership interview candidates to secure the best fit for the client. Team Grant Thornton will also work with State or Agencies to have them vet and approve the proposed resource to approve the required expertise and qualities are selected, and that there are no gaps.

Team Grant Thornton Resource Management (RM) cultivates a prospective talent pool and continuously manages this candidate pipeline. They are out in the front lines identifying candidates that would be a right fit for our firm and clients. To determine if a candidate is an excellent fit for the work, Team Grant Thornton RM compares and aligns the roles and responsibilities listed in the RFP to the individual's skills and experience. If the skills and experience meet the needs of our client, RM then has the candidate go through a behavioral and technical interview process. Throughout this process, candidates are put in real world scenarios in order to reflect the responsibilities of the project. By doing this, Team Grant Thornton RM can understand if the individual's capabilities meet or exceed the criteria provided by the client. RM successfully manages a relationship with these perspective candidates so that they can quickly on board them when the right opportunity arises. Our high seasoned practice leaders are intimately familiar with various federal, state and local level trend changes and proactively guide our RM team to groom the candidate pipeline. In addition, our practice leaders also work with our contracts teams to groom our subcontractor network by continuing to expand our network with businesses that have a proven ability to provide highly skilled and capable resources. Depending on project needs, Team Grant Thornton may leverage a multi-faceted network of 1,938 vetted subcontractors which also include BEP and VOSB businesses and will apply the same care and oversight as we would to internal resources. Due diligence and frequent analysis by highly trained in-house recruiters the best possible client outcomes through subcontractor arrangements. All subcontractors go through a thorough vetting process. The vetting process contains 6 steps: investigate experience, review work samples, receive references, determine work habits, measure flexibility aversion,

and compare price vs. value. Following these steps helps Team Grant Thornton determine if the identified subcontractor will be able to meet or exceed the roles and responsibilities listed within the RFP.

Team Grant Thornton's most important assets are our people, and the focus of our business is staffing them in a manner where they are well positioned to enable our clients to achieve their objectives. Team Grant Thornton has 95 years of experience managing resources and over 19 years dedicated public sector experience. Our experience grows each year as the RM Team actively manages our resources and screens approximately 2,300 potential new resources each year.

5.3.4 Quality Assurance Processes You Employ to Ensure The Ongoing Qualifications and Professionalism of Your Team Members

Team Grant Thornton actively enhances our resource pool technical skills through 120 hours of triannual rolling continued professional education credit requirement, incentive programs for obtaining certifications, and CPA requirements for firm partners. Throughout the year, Team Grant Thornton employees have performance reviews to assess and discuss their quality of work. Each employee is assigned to a coach who gives them feedback, this feedback includes what the employee is doing well, what can be improved, and actions that can be taken in order to meet the quality standards of our firm. Team Grant Thornton also requires all employees to complete mandatory workplace training (e.g., workplace harassment, respect in the workplace, etc.) to confirm each employee meets the professional standards of the firm. Team Grant Thornton has a robust feedback culture focused on delivering timely and accurate constructive criticism when employees exhibit unprofessional behaviors.

5.4 Subcontractors III-1.D

5.4.1 Subcontracting Plan for all Subcontractors

1. Name of subcontractor with a company overview. This should include ownership structure and number of employees.

Intueor Consulting, Inc. is a management consulting firm that specializes in helping public sector agencies achieve sustainable business transformation by offering strategic business, operations and technology consulting services to its clients. Incorporated in the State of California in 2005, Intueor has more than fifty (50) Principal and Senior Consultants across the country, who collectively bring hundreds of years of world-class operating, management and consulting expertise in public sector and asset-intensive industries. Intueor's core competencies encompass management consulting services offered to public sector agencies, in support of large and complex business transformation programs. All (100%) of Intueor's clients are public sector agencies, i.e., federal, state and local government agencies. Intueor has specialized expertise in helping clients make the "right" technology investments, based on alignment to business needs, ease of enterprise-wide integration, cost avoidance and cost containment objectives. Intueor has deep product knowledge and offers industry best practice in a wide variety of enterprise/administrative technologies supporting corporate functions such as finance, HR, payroll, benefits, procurement, capital project management, planning and budgeting, maintenance and asset management, supply chain and inventory management, customer information systems and business intelligence/reporting. As owner's representative, Intueor helps clients plan, select and implement the most suitable enterprise technologies for the business.



Firm: Intueor Consulting, Inc.
Years in Business: 16 years (2005)
Legal Structure: S-Corporation
Firm Size: 50+ professionals
Headquarters: 7700 Irvine Center Dr., Suite 610, Irvine, CA 92618
Other Offices: 3 offices in Santa Clara, Atlanta and New York City
Certifications: DBE and SBE in the Commonwealth of Pennsylvania
Point of Contact: Vijay Mididaddi, Managing Partner, [REDACTED]

2. The specific work supplies or services the subcontractor will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the term when the work, supplies or services will be provided or performed.

The subcontractor Intueor, will provide PMO support to the Team Grant Thornton project manager, refer to Section 5.3.2 for the responsibilities of this role. The responsibilities of this role are substantial to the project in order to control project execution performance and deliver a quality output to the Pennsylvania Liquor Control Board. Work will be performed remotely from Intueor offices in Irvine, California, unless onsite presence is necessary, in which case Intueor staff will travel to Pennsylvania. Intueor staff will be engaged throughout the duration of the project.

3. Prior experience working with the subcontractor and/or subcontractor's qualifications for performing the intended function, including resumes (if appropriate and available).

Intueor has extensive experience supporting Government Agencies (Federal, State and Local) in their ERP initiatives, particularly, agencies and organizations that have unique characteristics their business functions such as the complexities of labor unions and represented workforce, or the need to manage different "colors of money". Over the course of the past 16+ years, Intueor firms have acquired a deep understanding of the typical business functions within organizations, opportunities for improvement, best practices, lessons learned and potential solutions in the market that meet specific needs of agencies. This in-depth understanding of the business functions, knowledge of best practices and peer agency benchmarks allows us to focus on key opportunities for improvement within the business, to specifically target and address

through our consulting services. An example is the Business Advancement Program (BAP) at Bay Area Rapid Transit (BART): Intueor served as the Program Manager for BART's \$47+ million Business Advancement Program (BAP), an enterprise-wide technology-enabled transformation program involving modernization of business processes and information systems supporting key business functions such as Financial Management and Accounting, HR & Benefits, Payroll, Time and Attendance, Budgeting, Procurement, Capital Projects, Maintenance and Inventory Management, and Enterprise Asset Management. Intueor supported this transformation from concept to commissioning by leading the Program Management Office (PMO) and supporting the requirements development, business process re-engineering (BPR), systems rationalization, organization change management (OCM) and day-to-day project management. Intueor's work resulted in significant improvement of performance metrics, examples of which include: (a) streamlined time and attendance (against 20+ time collection methods); fully automated 5-CBA pay rules and integrated into Payroll – resulting in 18% reduction in overtime, 3% savings in operating budget through elimination of 52-person time administration crew office; (b) Consolidated 3 different payroll cycles (monthly/semi-monthly/bi-weekly) into a single payroll cycle - reduced processing time by 50% and retroactive payroll errors by 75%; (c) Modernized and integrated purchasing and inventory management functions (stores, warehousing, etc.) resulting in PR/PO productivity improvements from 1/day to 10+ PO/day (d) Additional benefits realization occurred in inventory/maintenance, e.g., over \$2 million/year recurring savings in just tracking/managing parts warranty.

Grant Thornton and Intueor have worked together on multiple occasions. The firms have worked together on the Financial Systems Transformation (FST) project for **University of Chicago** – a project that Grant Thornton led with support from Intueor in the areas of systems assessment and technical requirements development (infrastructure, information security, interfaces, data migration, etc.). The firms are also teamed together in a similar arrangement on a contract with the **Chicago Transit Authority (CTA)**, to offer management consulting services in the area of finance, risk management, supply chain and inventory management. Intueor is currently negotiating a contract with the **San Diego Association of Governments (SANDAG)** for Enterprise Resource Planning (ERP) & Enterprise Content Management (ECM) consulting services. Grant Thornton is a subcontractor to Intueor on this contract, the purpose of which is to assist SANDAG in the planning, procurement, management and supporting the implementation of multiple enterprise systems (Finance, HR, Payroll, ECM, Open Data Portal, etc.). Lastly, Grant Thornton and Intueor have also had an opportunity to work for **Cook County (IL)** on the Strategic Tactical Enterprise Project (STEP), an enterprise-wide initiative to transform the business processes and information systems across all the departments, divisions, bureaus and offices of the County. On this project, although Grant Thornton and Intueor had no contractual relationship amongst the two firms, each assisted the county during different phases on the project – Intueor supported the upstream planning, business process analysis, requirements development, systems assessment and supported the procurement of ERP software and implementation services; Grant Thornton supported the County during the ERP implementation phase offering project management and implementation oversight assistance.

4. The fixed percentage commitment that subcontractor will receive based on the final negotiated cost for the initial term of the prime contract.

Our proposal includes 18% fixed percentage commitment that the subcontractor will receive based on the final negotiated cost for the initial term of the prime contract. It is our intent that the final negotiated cost be dependent on the final scope intended and agreed upon with PLCB. We aim to preserve this based on contract negotiations and we understand that fixed percentage commitments will need to be reviewed in response to any scope increases or decreases.

5. Number of employees by job category to work on the project.

Intueor proposes one employee, Steve Rupp as the Subject Matter Expert as a Project Management Office Support role for project, refer to Section 5.3.2 Role and Responsibilities for Steve's specific responsibilities. Steve will be embedded within the core team of Grant Thornton staff providing services to the Pennsylvania Liquor Control Board.

6. Evidence to show that the business is or could be qualified as a DDB in accordance with Appendix F, if applicable.

Under “Criteria for Qualification as a DDB”, the RFP states that “*proof of certification by other organizations will also be accepted as qualification for DDB status, including, but not limited to: Commonwealth of Pennsylvania, Department of General Services Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO); Woman’s Business Enterprise National Council (WBENC); National Minority Supplier Development Council (NMSDC); National Gay & Lesbian Chamber of Commerce; Disability: IN; United Certification Program (UCP); US Small Business Administration 8(a) Program; Vets First Verification Program (Service-Disabled Veteran only); certification by any other state’s certification authority.*”

Intueor is certified as

- An **SBE** by Commonwealth of Pennsylvania, Department of General Services Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO) – certification attached.
- A **DBE** by Commonwealth of Pennsylvania, Unified Certification Program (UCP) – certification attached.
- An **MBE** by National Minority Supplier Development Council (NMSDC).

Business & Contact Information	
BUSINESS NAME	Intueor Consulting, Inc.
OWNER	Mr. Vijendernath Mididaddi
ADDRESS	7700 Irvine Center Drive Suite 610 Irvine, CA 92618-4923 Map This Address
PHONE	949-753-9010
FAX	949-753-9014
EMAIL	[REDACTED]
WEBSITE	http://www.intueor.com
ETHNICITY	Subcontinent Asian American
GENDER	Male

Certification Information	
CERTIFYING AGENCY	Southeastern Pennsylvania Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	ENGINEERING, INFORMATION TECHNOLOGY, AND PROJECT MANAGEMENT CONSULTANCY

Supplier Details

Data missing or incorrect ? [Click here for information on correcting.](#)

Name:	INTUEOR CONSULTING INC.
SAP Number:	[REDACTED]
Doing Business As:	
Other Names:	
Keywords:	
Web site:	www.intueor.com
SB Validity Dates:	08/03/2020 - 08/03/2022
SDB Validity Dates:	
VBE Validity Dates:	
COSTARS Participant:	No

Supplier Classifications

<ul style="list-style-type: none"> • Small Business
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Contacts

Contact Type	Contact Details	Phone
CORPORATE	Email: [REDACTED]	
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6.0 Financial Capability III-2

6.1 Financial Stability and Economic Capability to Perform the Contract Requirements

Grant Thornton Public Sector LLC, a Delaware Limited Liability Company, is wholly owned subsidiary of Grant Thornton LLP. Grant Thornton LLP is a private limited liability partnership. Our firm policy prohibits the release of our financial information, which is consistent with the practice of other large accounting and management advisory firms. To assist you in your consideration of our proposal, however, please consider the Confidential information contained in the Grant Thornton Letter of Financial Strength in Appendix GT-5 and will respond to further questions, as needed.

6.2 Financial Statements (Audited, If Available) For the Past Three Fiscal Years

6.2.1 Balance Sheet

Refer to Section 6.1 along with the Appendix GT-5.

6.2.2 Income Statement or Profit/Loss Statements

Refer to Section 6.1 along with the Appendix GT-5.

6.2.3 Dun & Bradstreet comprehensive report

See Section 13. Appendix GT-4: Dunn and Bradstreet Report

6.3 If Your Company Is a Publicly Traded Company, Please Provide a Link to Your Financial Records on Your Company Website

We are not publicly traded. We are a wholly owned subsidiary of a privately held LLP.

7.0 Work Plan III-3

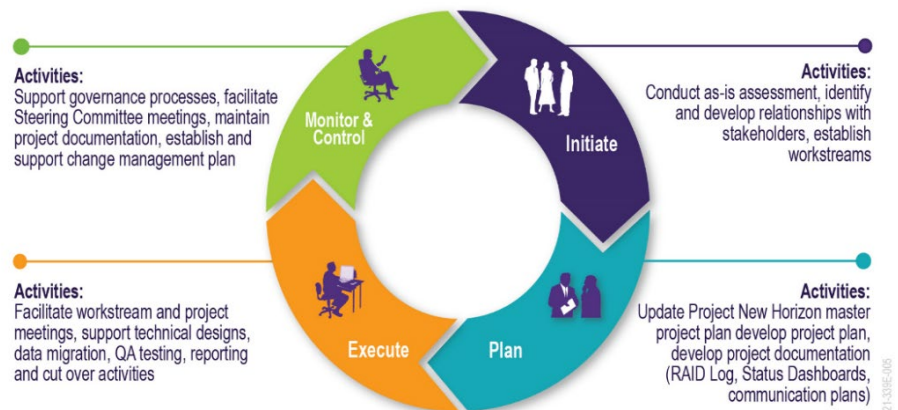
7.1 Plan For Accomplishing the Work

Our portfolio and project management approach features a blend of customer-focus, industry best practices, and meeting our clients where they are. We pride ourselves on our dedication to a customer-centric mindset, understanding that customer experience is not just something you *do*, but an applied way of thinking that results in build tangible solutions that work for customers. Coupled with a customer-first mindset, we use leading practices such as the Project Management Body of Knowledge (PMBOK). The application of PMBOK principles serves as a guide to the management of projects in a disciplined, structured and predictable manner from initiation to close-out across management domains such as integration, scope, schedule, cost, quality, resources, and risk.

But most importantly, we seek to understand the current environment and customer dynamics, performing discovery analyses of existing communications used within the organization to offer insight on how to operate within the client’s culture, current intake processes, prioritization approaches, Standard Operating Procedures (SOPs), and other operating activities. We tailor our approach to capitalize on work that has already been completed, to avoid duplication of effort, saving our clients time and resources.

This approach is further supported by our established Oracle ERP practice. Our team carries deep bench of knowledgeable resources. These practitioners participate in Oracle events and are educated on the software strategy, tools, and future direction of the platform. We understand that the current Oracle EBS stack is being upgraded to version 12.2.9 with anticipated go-live date by January ‘22. Our practitioners will be ready to support the PLCB with these types of upgrades and help determine impacts on the implementation.

Our approach uniquely positions our team to advocate for PLCB throughout the implementation as we understand retail Oracle implementations, business process, and advocate for PLCB with the system implementor. Once onboard, we work with the existing PLCB established PMO processes and act as the liaison to the selected system integrator. Our practitioners are well versed in both SDLC and our agile delivery methods and have assisted customers with their Oracle implementations 50 times. Our team will conduct a quick as-is assessment to frame the work that has been and needs to be completed. Our team collaborates with PLCB to establish a project framework, including a realistic delivery plan, identify stakeholders, establish/manage workstreams, and governance processes. As the implementation progresses, the team will work with the PLCB to standardize business practices, shift work as PLCB’s priorities and requirements change, and plan cutover activities. This plan sets the framework for an effective delivery; the following describes the detailed tasks and responsibilities of our work plan.



7.2 Tasks and Responsibilities III-3.A

Initiate: Upon contract on-boarding, our team works with the PLCB to conduct an as-is assessment.

As-Is Assessment: Our staff, in coordination with the established stakeholders and the technical teams, identifies workstreams leads. This process is the basis of the relationship with the PCLB stakeholders, allows the team to understand critical milestones and impacts on various offices. We identify the tasks that have been completed, tasks that need to be done, identify and document any gaps and use this as the basis of the updated project plan.

Total Resource Hours:

Phase	Total Hours
Initiate	1575

Plan: Utilizing the knowledge of the as-is assessment the team formulates and the plan for delivery.

Project Plan: To right size the project delivery, an integrated project management plan (IPMP) using Microsoft Project, details the workstreams, project milestones, detailed tasks, and release timelines. This plan is used as the tracking device for scope, cost, schedule, risk, issue, procurement, quality, and communication management. The critical path items will be identified and tracked closely, so that the implementation timeline is met. Team Grant Thornton coordinates with the system integrator to develop understanding of technical tasks, impacts on stakeholders, and establish a target cut over plan.

The updated Project New Horizon plan is reviewed by the Steering Committee, stakeholder groups, provides direction to PLCB team members through the implementation. Change is inherent in large scale IT implementation; Team Grant Thornton works with the PLCB and technical teams to establish a change control process. The Project New Horizon master plan is reviewed daily by Team Grant Thornton for any cost or schedule variances. Variances are brought to the Steering Committee as risks and issues for direction decisions to course correct the project.

Project Management:

Our staff is highly skilled in project management, assisting numerous clients in the past. We leverage the project plan as the bible for execution. The plan outlines all the tasks, person responsible, and dates for completion. Our staff understand PMBOK and the iron triangle and will be able to make recommendations on mitigation strategies as risks and issues arise. Our team has the experience to identify risks early, develop mitigation strategies, and frame the options for the appropriate parties to assist in solving the problem.

For the City and County of Denver, our team took over PMO responsibilities for a large-scale IT-driven modernization initiative that was behind schedule. We identified that the time from specification development to successful testing of custom developed code was a major issue. We analyzed the data and learned development objects were going through an average of 12 testing cycles. We made changes to the development-test process and reduced the average number of cycles 1.5, significantly enhancing the productivity of the team.

The project plan is reviewed daily to ensure timely completion of activities. If there are variances in scope, schedule, or budget the GT team will identify, research, summarize, and escalate as necessary for the impacted workstreams and Steering Committee. If change order is required out of the identified risk and issue, then the GT team will document in the RAID log, review with the Steering Committee, and make the appropriate changes to the IPMP. The schedule change will then be communicated and reviewed with impacted stakeholders to ensure readiness.

Total Resource Hours:

Phase	Total Hours
Plan	3150

Execute: As the project progresses, Team Grant Thornton sets a delivery framework, meetings to ensure effective communication and project management and documents to manage progress and participate in all program management activities and serve as the representative for the PLCB workstreams.

Project Meetings: During project delivery the team establishes checkpoints and coordination meetings to proactively manage the project delivery, coordinate with the implementation team, and ensure accountability of PLCB resource priorities.

The Grant Thornton Project Manager works with PLCB leadership to determine Steering Committee meeting frequency and facilitates the reviews. These meetings will review project milestones, risks and issues, mitigations strategies, and outline critical decisions to be made. Our team develops

Team Grant Thornton collaborates with the Oracle/Deloitte/CMG workstream leads in accordance to the communication plan established during the planning phase. This ensures alignment, task completion, and timeliness. The team will act as the representative for all PLCB workstreams and ensure open questions are answered completely and translated to business terms. Any risks and issues are identified early to ensure early course correction, and reviewed by the Steering Committee, if necessary. Any changes will be communicated in accordance with the established communication plan and delivered to PLCB stakeholders. If additional meetings are necessary, the GT Team will coordinate and facilitate amongst the business and technical teams.

Technical Design Sessions: In coordination with the implementation teams, Team Grant Thornton walks through the necessary RICE objects to ensure functional requirements are met and business teams understand the schedules. Typical challenges of this type of work, as the technical teams don't intimately understand the operational processes, lead to defects, design gaps, and delays. With our team's experience, we can identify any methods, approaches, gaps in designs by the technical teams and impacts on associated business processes. Our team will work with the business teams to document updated processes as the project progresses.

Data Migration: Team Grant Thornton works with the implementation team and business teams to identify and coordinate the necessary data migration elements. We determine which Extract Transform and Load (ELT) solutions will migrate the data, dependent upon the target solutions and PLCB preferred methodology, licensing requirements, and results from the alternatives analysis. We work with the technical teams to understand conversion status, validation status, and any identified defects. We incorporate our findings into the Data Conversion Guide.

Environment: The team works with the technical teams to migrate users to the new platform. Users will be set up based on security policies and necessary system roles. The team works through any issues with the stakeholder groups to define and align business processes with the new system

Reporting Rationalization and Development of Non-Base Reports: Our team manages the reporting workstream for the PLCB and will leverage a flexible development approach to rapidly prototype reports and analytic solutions. This process allows us to develop basic and advanced reporting and analytic solutions, leveraging techniques, such as predictive modeling, business intelligence, data visualization, and more, in a condensed period to receive stakeholder feedback, identify and remediate roadblocks, fail fast, refactor with improved models, and deploy solutions to end users sooner for greater return on investment through each iteration. This approach allows the PLCB to vet and provide feedback on the usefulness of reports to ensure reporting requirements are met. The team will collaborate with business teams to identify report priorities, rationalize reporting needs, review deliverables, and prepare for operations after go-live. Our approach allows us to initiate, plan, execute, and monitor and & control tasks across PLCB and provides early visibility into progress; facilitates customer collaboration, early course corrections, reduces Work-in-Process (WIP), continuously maximizing the productivity of the delivery team and allows us to deliver working software that is fit-for-purpose. Our team collaborated with the City of Denver to successfully identify legacy reports to transition to the new ERP.

Development and Unit Testing: Our team works along with the implementation teams to set up the testing framework, develop business use cases, and monitoring development and unit testing activities. By understanding critical path activities, the team identifies any issues that need to be escalated during the development cycle. Our team facilitates the necessary workstreams testing cycle to ensure that testing is completed in a timely manner, issues are tracked completely and addressed by the development teams.

Quality Assurance: Delivery of high-quality products and services is of singular importance to our team. Thorough quality assurance and user acceptance testing (UAT) cycles are a precursor to a smooth transition to operations. To achieve this objective, our team adheres to Grant Thornton’s Quality Management Program (QMP) and Quality Control Plan (QCP) in order to review and verify the new ERP financial system is properly designed and working effectively to meet PLBC financial and reporting requirements. Quality assurance is an important part of our QMP, as is quality planning and quality control. We assist in creating testing scenarios for business users to complete, document any resulting issues, and communicate back to the implementation team. We track issues to resolution to ensure that the PLCB is well positioned to transition into operations.

Past Experience: For United States Patent and Trademark Office (USPTO), our team continuously reviewed project workforce and capacity to size correctly and maximize value. As priorities changed, we quickly realigned resources to meet client demand, and as a result, we preserved institutional knowledge. Through workload efficiencies, Team Grant Thornton identified \$1M in cost savings while maintaining the same quality of service.

Cutover: The team begins to plan for cut over activities in the planning phases of the project. We assist with the QA/UAT processes and support any pilot efforts to prepare for cut over activities. We work with the PLCB and the technical team to establish a transition to operations plan. Post cutover we will have a support plan in place for the business teams to report and resolve issues.

Total Resource Hours:

Phase	Total Hours
Execute	3150

Monitor & Control- Team Grant Thornton assists the PLCB in tracking and monitoring project process throughout the delivery process. The team adheres to established governance processes of the PLCB and will make recommendations if there are gaps. Our team works with the Steering committee and business stakeholders to ensure information on project progress is transparent and documented appropriately.

RAID Log: The team leverages leading practice documentation to manage the implementation. Establishment of a RAID Log (Risks, Actions, Issues, and Decisions) will help proactively identify, manage, and mitigate project risks. These items are identified and documented during stakeholder checkpoints, project meetings with the implementation team and will serve to drive action and follow through to completion. The RAID log also acts as a repository for project history when a decision is reviewed and made by the project team or Steering Committee.

Status Dashboards: Team Grant Thornton understands the importance for executive teams of Project New Horizon’s in a snapshot view. This view provides critical insights and provides transparency to project performance allowing for executive intervention and speedy course correction. Our team has created countless dashboards for executive teams and understands the project elements to highlight for these stakeholders. The weekly status dashboards for Commonwealth executives will glean a quick understanding of project health. The team recommends status dashboard components to the executive team and incorporates any feedback to ensure the PLCB has a clear a concise picture of project health and activities, and responsible parties.

PLCB Communications: Simultaneously, Team Grant Thornton is coordinating amongst the business teams to ensure the PLCB offices are aware of and prepared for upcoming milestones and cutover activities. Team Grant Thornton is the liaison between the implementation teams and the business stakeholders. We will adhere to the approach of the selected change management vendor and implement within the assigned workstreams. The team recognizes the importance of translating the technical speak to business terms and will work with the business teams to ensure alignment of communication lines through the establishment of a communication plan to effectively manage expectations for all parties. Our

team adheres to the ‘early and often’ communication approach to keep all impacted stakeholders informed, prepared, and comfortable with upcoming changes. The team leverages all types of communication methods to ensure awareness of upcoming transitions and project milestones, including email, website, in-office posters, office hours). Meeting checkpoints create a forum for workstream leads and PLCB stakeholders to ask questions and manage expectations.

Change Management- Team Grant Thornton understands the impact change has on organizational culture, and the impacts of an ERP solution change on the staff of the PLCB.

To combat this, we leverage existing tools and processes as a starting point for any change effort, and leverage industry best practices. Our approach features the Prosci® ADKAR framework (Awareness, Desire, Knowledge, Ability, and Reinforcement) to develop change management plans and initiatives from initiation to implementation. By breaking down a change into the parts of ADKAR, we can see where and why a change is not working well, address the barrier points, provide effective training, and coaching to effect the change.



The change execution phase Team Grant Thornton holds frequent meetings with the business stakeholder groups to ensure awareness and knowledge of the upcoming changes. If there is an established vendor for this work, our team will align with the overall approach and manage the workstream stakeholders and ensure they are aware of all changes and prepared for launch. Our teams answers questions and concerns expressed by the stakeholder groups to ensure transparency and clarity around the implementation.

The reinforcement phase provides the opportunity to gauge staff morale and launch engagement programs to celebrate achievements and drive ownership of the change within the organization as well as implement tactical changes to ensure system readiness. Team Grant Thornton merges stakeholder management and communications efforts, such as staff meetings and previously established communications (regular emails, collaboration site communications), to highlight employee efforts and continue leadership engagement (special memos, all-hands meetings) so stakeholders are successful in the new environment.

Total Resource Hours:

Phase	Total Hours
Monitor & Control	1575

7.3 Requirements III-3.B

Team Grant Thornton leverages subject matter experts who have comprehensive skills and experience to meet the requirements stated in the RFP. Team Grant Thornton's Resource Management Team is leveraged to identify individuals with skills that fit the needs of our clients. The table below, lists who the team is proposing for which role and their respected skills to support that role.

Role	Candidate	Skills
Project Managing Director	Robert Schein	Experienced in all phases of the ERP system lifecycle. Has worked with 18 different organizations, primarily state and local governments, on their ERP initiatives. Has served as the client project manager on multiple ERP implementations, leading delivery teams consisting of functional, technical, change management, training, and communications personnel. In that capacity he leveraged Microsoft Project and a number of tools to successfully plan and manage the work of the project to completion. Has advised clients on strategies to successfully deliver these projects in an oversight or IV&V capacity. Worked with clients to build out ERP support capabilities and develop turnaround strategies in the aftermath of a sub-standard ERP implementation. Proficient in Microsoft Project.
Project Director	Scott Hale	Experienced in managing ERP system implementations for Federal and Commercial clients. Knows the full ERP lifecycle from end to end and has an established a successful history leading large, complex advisory implementations. Has served as the engagement leader for many client initiatives and has hands-on Oracle implementation experience. Certified Public Accountant in VA and NC. Proficient in Microsoft Project.
Project Manager	Trushar Patel	Experienced in all aspects of the software development lifecycle. Project manager experience in initiating, planning, executing, monitoring and controlling, and closing projects and has a demonstrated ability to leverage various delivery methodologies such as Waterfall, Agile or Hybrid. Hands-on experience in eliciting business requirements, prototyping and designing, configuration and development, full lifecycle testing, and deployment. Extensive experience in process mapping and value stream mapping to help businesses optimize and transform their business processes. Commercial and Public sector experience and is a certified Project Management Professional, Certified Scrum Master, Prosci Change Management, and proficient in Microsoft Project.
PMO Support	Steve Rupp	Experienced in Project Management, Change Management, Risk/Issue Management, System Implementations, Upgrades, Custom Development, Organizational Readiness, and Oracle. Hands-on experience upgrading and reimplementing Oracle PeopleSoft Financials. Experience in leading the implementation of Oracle Cloud HCM for Ada County, one of the fastest growing counties in the country. Proficient in Microsoft Project.

Oracle Implementation SME	Bill Behen	Experience and recognized thought leader in assisting clients with defining and executing enterprise resource planning application strategies. Specializes in the program management and delivery of transformational projects involving the implementation of Cloud -based Oracle Technologies. Extensive experience in enabling technologies for the functional areas of Finance/Accounting, Procurement/Supply Chain, Project Accounting, Human Resources, Order Processing/Customer Servicing, and Marketing. Proficient in Microsoft Project.
Oracle Specialist	Caitlin Wood	Experienced in Oracle Cloud/EBS, Oracle Implementations, Oracle Release Management, Oracle EPM, Oracle ICS, and Oracle BI. Full Oracle Cloud implementation experience and managing Oracle releases. Hands-on experience managing ERP and EPM systems alongside the user to facilitate a more effective user experience. Ability to diagnose and resolve software system and functionality issues by working with end users. Proficient in Microsoft Project.

Table 2: Personnel Roles and Associated Skills

7.4 Emergency Preparedness III-3.C

Grant Thornton uses our Business Continuity Management (BCM) capabilities, and Business Crisis Management plan, to respond to incidents and crises as part of the normal course of business.

The BCM Program includes an integrated set of Incident Response, Crisis Management, and Disaster Recovery capabilities. As part of its Business Continuity Management and Business Risk Management programs, the firm is continually assessing its risks and determining, in turn, what types of incident response, crisis management, and disaster recovery capabilities it deems necessary. Grant Thornton most recently (and significantly) used its BCM Capabilities in response to COVID-19, chiefly to transition the firm's offices to 'lockdown' status for a period of time, without any noticeable impact on its client service delivery capabilities. The Table of Contents of our Crisis Management Plan is available in t Appendix C. Grant Thornton can share the plan upon award and request if needed. The plan is confidential and is distributed to the individuals that are necessary to enact the plan and training on the plan is provided as necessary. Additionally, please see our Pandemic Response in GT: Appendix C as well.

Grant Thornton has a dedicated Learning and Culture team who primary job function is to provide various training required by regulatory and statutory requirements, job function required training, and personal growth and interest related training. This team leverages learning and content management tools to develop, deploy, and monitor the status of these trainings. As part of our Business Crisis Management plan and BCM, related training to these is regularly deployed (at a minimum, once year) to maintain compliance and relevance. In addition to this, all client-facing employees are required to complete 120 hours of continuing learning at training on a rolling three-year basis, with a minimum of 20 hours per year.

As part of Grant Thornton's Crisis Management Plan, essential business functions, and key resources to carry out the crisis management plan are identified both at a regional and national level. A summary of the roles and responsibilities may be shared upon request.

Grant Thornton's U.S. based practice is comprised of over 9,000 resources across 60 offices in the United States. Grant Thornton U.S. currently has over 1000 active client engagements. To manage client needs, perspective project staffing needs, our engagement directors and project managers are constantly working with our Resource Management team. Our Resource Management team's sole function is to manage a healthy pipeline of resources to meet all of our client's needs and project demands. Our Resource Management team works cohesively with our Human Resource Recruitment team. Grant Thornton's

Recruitment team is a dedicated workforce that primarily focuses on successfully recruiting the top talent the marketplace has to offer. The Recruitment team has an arsenal of resources (i.e. LinkedIn professional tools, multitude of job board access, professional organization memberships for recruitment, etc.) to aid them in their hiring efforts. In addition to these backend office support teams, Grant Thornton offers very competitive salary packages, comprehensive benefits, paid holidays and vacations days that attract the high caliber of resources we bring to our clients. Grant Thornton does not shy away from offering top notch, total compensation offers to hire the right candidates. Throughout the COVID-19 pandemic, Grant Thornton has rebalanced our resource bench and we were able to sustain successful delivery of all of our in-flight engagements. In the event of a demand surge, our resource management team and firm are well poised and strongly positioned to sustain our commitments to our clients and engagements.

Our organization has been successfully working remotely with both our Public Sector and Commercial clients for many years and due to this, it was a key factor to how we have been able to successfully deliver services during the current COVID-19 pandemic. Grant Thornton has a secure infrastructure that enables our teams to work securely and stably when being remote. Our firm provides our engagement teams with tools such as Microsoft Teams, SharePoint, and various other online collaboration and productivity tools to effectively and efficiently deliver our client services. Our firm regularly does data capture calls and surveys to gather the up to date geographic, personal contact, secondary contact emergency contact and other information related to all of our employees and suppliers. When primary methods of communication methods fail, our firm has established protocols and chains of communications established to communicate with our employees and suppliers. As noted in our Crisis Management plan, our plans are tested regularly and at a minimum once a year.

8.0 Reports and Project Control III-4

8.1 Status Report. III-4.A

Our Project Manager will work with the PCLB, Project leadership, and stakeholders to determine audience of our weekly status and our team will be prepared to provide a briefing to various levels of leadership. Our philosophy is to provide transparent, timely, and value-added status reporting and in way of a “No Surprise approach.” Whether providing formal or informal status updates, it is important to know your audience and target the right people with the right information. We know that a message taken out of context can divert important resources and create waste and/or loss of precious time. Our team will utilize the status report as a tool to yield high levels of accountability and team performance. Our Project manager will leverage the status reports as tool to help make the project more successful. Given the weekly cadence, the status report will focus on what will the project team (entire project team, PMO, PLCB and System Integrators) get done this week, what was the project team supposed to get done last week and did the team get that done, and whether or not things were completed as expected. If not, why was that the case and what is the project team doing to catch up? The weekly status reports will also contain the following elements:

- Status– Where does the project stand?
- Progress– Where are we versus the project plan?
- Forecast– Predict future project progress based on experience and make any adjustments to the project plan.
- Actions– instituting necessary actions to address issues, challenges and problems..
- Team Grant Thornton will obtain constant feedback to ensure that reports are utilized and understood by target audience.
- Team Grant Thornton will obtain the needed actions or assistance from Steering Committee members contributing towards the success of the project

Team Grant Thornton will take the following approach when providing status (informal, formal, written or verbal):

- Align reporting content, format and level of detail to the needs of the reporting audiences
Accurately identify the correct target audience of the weekly status report
- Implement an effective communication medium so that all required have access to the status reports and understand when the report is made available.
- Design weakly status reports for actions need to be taken and by when with an accurate assessment of any impacts, risks or problems.
- Reports will be brief yet comprehensive, accurate, contain objective information and appropriate graphical data and/or dashboards to illustrate any trends or milestones.
- Ensure that reporting schedules are aligned to PLCB management's requirements and make any status reporting's adjustments which are mutually agreed upon
- When escalating decisions or risks, Team Grant Thornton will present options for the executive sponsors to consider to facilitate effective and swift issue resolution
- Will submit comprehensive status reporting as agreed to by the PLCB and directed by the solicitation

8.2 Problem Identification Report III-4.B

On any project, there are inevitably issues that arise up that need to be documented and resolved. The Problem Identification Report (PIR) allows project managers and their teams to capture the details of each problem, monitor and track them and efficiently deal with them to mitigate risks and issues. Team Grant Thornton's PIR at minimum will included a description of the problem and its impact on the overall claim and on each affected task. It will list possible courses of action with advantages and disadvantages of each and include Team Grant Thornton's recommendations with supporting rationale based on our experience in Oracle Cloud Retail solutions and PLCB organizations.

Team Grant Thornton will provide a PIR used to identify, analyze and manage risks and issues. Our methodology for risk and issues management is based on the principles defined by the Project Management Institute (PMI), and characterized by proactively planning for risks and issues on the project, and holistic consideration of risks that are both internal and external to the project. Team Grant Thornton will approach problems and track issues as a team activity and work closely with PLCB project staff to help monitor these problem areas, mitigate risks and resolve issues.

Team Grant Thornton will work with PLCB to establish an agreed upon threshold as to when an issue, challenge, problem or risk is of sufficient significance to merit a PIR. For instance, it could be something that the project team cannot agree upon what the right path is because it could result in numerous additional unforeseen "problems" or challenges that surface during the course of the project and reporting on every single one of them will grind the project to a halt. For the ones that do merit a PIR, Team Grant Thornton will collaborate and discuss how the project team goes about determining the impact, brainstorming options and evaluating the pros and cons of those alternatives. When necessary, Team Grant Thornton will reach back to Grant Thornton's implementation practice and consult with subject matter experts to solicit practical and implementable solutions that have a proven history of success.

Specifically, Team Grant Thornton's PIR is focused on proactively recognizing, managing, and resolving issues, challenges, problems and risks. The activity and discipline of evaluating risk throughout the entire project lifecycle is perhaps one of the most critical project activity domains project teams have the responsibility to execute. Risk Management is also multi-layered, cyclical, and ongoing; meaning, there is an initial risk assessment activity that begins in early planning stages of a project which serves as the foundation for additional risk assessment and perennial management activities - all intended to minimize the project's overall risk exposure. Risk management is not a one-time or linear activity, but rather a methodical, intentional practice that becomes ingrained into the project culture and team psyche.

The dimensions and complexities of identified risks evolve as the project begins and continues throughout the lifecycle, each building upon one another in terms of detail, understanding, aspects of applicability, and how risks are reflective of the nature and goals of a project. As a best practice on all our engagements we begin with the highest level of potential risks to a project and validate that the project has addressed the most fundamental risk exposure areas. (Figure 3, Initial High-Level Risk Assessment Areas). We never make unnecessary assumptions, especially when engaging our PMO teams on projects already in-flight. This is vital to establishing a solid foundation to an appropriate risk management approach.

Figure 3: Initial High Level Risk Evaluation Areas



Our proposed team possesses the level of maturity, experience, specific Retail Oracle Cloud ERP experience to provide immediate insight and recommendations with respect to risks relevant to the project. This begins the moment we prepare to start our Project Management services.

Evaluating Project Risks - Risk Identification and Analysis

Active and real-time evaluation of risks is a critically important responsibility of Team Grant Thornton. Our philosophy dictates that we, inherent to our role, are key facilitators and actors in risk identification, and we encourage all project team members to be active risk identifiers.

Once risks are identified, analysis is performed to fully identify the characteristics of each risk. The next step is to process all important inputs into determining risk indicator levels (severity, impact, and likelihood/probability). Initial indicators and risk descriptions can and do evolve as new or more illuminating information becomes available, which underscores the value we place on consistent and active communication and information gathering. Our approach also invites potential risk redundancies, as slight variations in the risk description can often reveal different perspectives or aspects of a risk item that require different mitigation strategies. We leverage these potential redundancies to clarify risks, derive important information, and characterize/re-characterize risks, as necessary.

We will evaluate all risks and document them in a Risk Register, which will be developed and maintained, all identified risks and will contain, at a minimum, the following risk data elements:

Risk Register Data Elements	
<ul style="list-style-type: none"> Risk title (short description) Name of team member who identified the risk Date the team member reported/documented the risk 	<ul style="list-style-type: none"> Probability level (High, Medium, Low) and Impact level (High, Medium, Low) Timeframe for risk (Short, Medium, Long) Risk score/priority Risk status (progress to date)

<ul style="list-style-type: none"> • Full risk description (including potential impact) • Risk category • Risk owner/assignee 	<ul style="list-style-type: none"> • Risk resolution • Risk closure date
--	--

Table 3: Risk Register Data Elements

Risk Identification and refinement is an ongoing task performed throughout the project lifecycle. While risks will be identified specifically by Team Grant Thornton, we emphasize that any project team member may identify and submit a risk at any time to our team. In addition, risk items may be revised, refined, removed, or added during subsequent risk reviews as part of the continual review process.

Evaluating Project Risks: Risk Prioritization

Risk identification and analysis are the starting points for risk prioritization. Risk prioritization is the core of risk management and mitigation strategies, recognizing that the time and level of effort spent on managing a given risk is directly proportionate to the impact to the project the risk introduces.

While risk analysis and prioritization require understanding the impact of the negative consequence identified for each risk, and the probability (or likelihood, of occurrence) of that consequence, the inputs gained from analysis exercises may demonstrate or reflect differences in perception of risk indicators. It is very important then that the analysis reveals these discussion points in support of appropriate prioritization.

Team Grant Thornton applies a defined risk rating methodology to guide the risk originator (the team member who identified the risk) and the rest of the project team through the prioritization exercise.

We begin by determining the **impact rating** of high, medium, or low to each identified risk. The impact is stratified into three categories:

- High — Risk that has the potential to have a significant negative impact on project scope, schedule, benefits, or quality. Significant negative impact means that the risk impacts the project or organization adversely
- Medium — Risk that has the potential to have a material impact on project scope, schedule, benefits, or quality. Material impact means the project management team can control the risk without an adverse effect on the project or organization
- Low — Risk that has relatively no significant impact on scope, schedule, benefits, or quality. No significant impact means no adverse impact on the project or organization

Also assigned is a **likelihood/probability rating** of high, medium, or low to each identified risk. Probability is based on a subjective assessment by the project management team and is stratified into three categories:

- High — Greater than 70 percent likelihood of occurrence
- Medium — Between 30 percent and 70 percent likelihood of occurrence
- Low — Below 30 percent likelihood of occurrence

An appropriately responsive **time frame** for development and implementation of a mitigation plan is assigned proportionate and consistent with the ratings. Time frame is stratified into four categories:

- Long — Risks that require action in more than six months to mitigate the risk successfully
- Medium — Risks that require action in three months to six months to mitigate the risk successfully
- Short — Risks that require action in less than three months to mitigate the risk successfully
- Immediate – Risks that require action immediately

Each of these carefully vetted ratings inform and characterize the risk management/response strategy and more detailed mitigation plan. Response strategies traditionally include mitigation, acceptance, or

transference, while transference is the least common. Each of these strategies must have an associated plan, with requisite levels of detail, but greater detail is expected and sought in risk management strategy that requires active mitigation. Importantly, many risk mitigation plans will require addressing a risk indefinitely, until the project concludes.

Risk identification, analysis and prioritization is an ongoing process rather than a one-time activity. One of the greatest risks to a successful project and achieving the desired business outcomes is lack of discipline and attention to risk management itself. We often see organizations take the time to identify project risks in early stages of projects but fail to manage those risks actively and routinely throughout the project lifecycle. Our experienced Project Management team will bring an evolved and mature risk management approach to the project and introduce tools and techniques that afford the quick and timely identification, analysis and prioritization of risks. Risk management is not only focused on identifying and analyzing risks, but also on reducing risks to an acceptable level or to take steps to avoid the risk altogether, ultimately reducing and minimizing the project's exposure to negative impacts.

Evaluating Project Risks: Risk Mitigation Strategies

Risk Response Planning should be performed for all risks, but at a minimum for any risk with a priority score of 1 through 3. Risk Response Planning for the project would focus on three techniques for developing responses to risk events, as follows:

- Risk Avoidance – Changing the project to eliminate the threat of a specific risk event. Although the project team can never eliminate all risk events, some specific risks may be avoided. Creativity is often required to develop risk avoidance strategies
- Risk Transference – Seeking to shift the consequence of a risk to a third party via a contract provision with a third party, through an insurance policy, or a vendor warranty. This third party also takes ownership of the risk response. It is important to note that transferring the risk to another party does not eliminate it.
- Risk Mitigation – Reducing the probability and/or the consequences of an adverse risk event to an acceptable threshold. It is commonly known that taking early action to reduce the probability of a risk occurring or its impact on the project is more effective than trying to repair the consequences after it has occurred.

A fourth technique, Risk Acceptance, is a strategy that prepares for, and deals with, the consequences of a risk occurring – either actively (developing a contingency plan) or passively (accepting the consequences). There is no plan on the part of the team to take action on this risk. If the project can continue and be successful with the anticipated impact of the risk, the team may choose to accept the risk, document the acceptance and expend no further resources managing it.

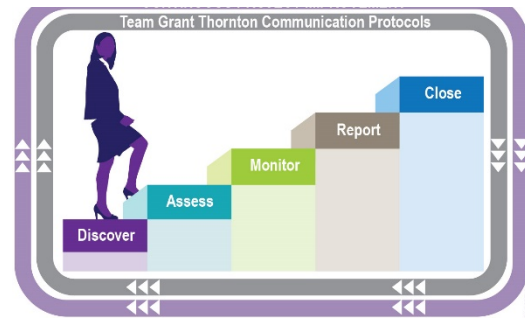
Once an appropriate technique is selected for each risk, and is consistent with the prioritization score, the risk owners will document the mitigation/prevention plan for the risks assigned, with support and guidance from Team Grant Thornton as needed. This plan should describe the actions and associated dates that must be taken to avoid, transfer, or lessen the risk. The plan should define actions needed to lower the probability of a risk event's occurrence or reduce its effect should it occur. *Risks become issues when it is evident that they have been triggered (occurred) and at that time should be transferred to the issue management process.*

Communication of Risks

The topic of risk and risk management is an integral part of project communication. Identifying a risk to the project is just the beginning of the risk management lifecycle. Ongoing review, discussion and communication of risks to the project is the lifeblood of project success. Stakeholders and project team members must be kept informed of risks, actions, and mitigations, and be active. Team Grant Thornton recognizes the vital role we play in leveraging our experience with large IT implementations, in identifying, communicating, and responding to risks. The power and opportunity in reducing risk exposure lies within the communication infrastructure and protocols. How swiftly we respond to identified potential risks, and how swiftly the impact of those risks is assessed for prioritization, is ultimately the most important tool in the risk management tool set. Further, our approach invests in continual process improvement for and consistent feedback for the overall project, and this is certainly inclusive of our evaluation of to what extent risk areas are improving.

Our team will review existing risk identification and management processes in place today from top to bottom, develop a comprehensive view into the project's current risk profile and determine what additional risk exposure exists. Our Risk Evaluation Methodology and Risk Register represent the beginning of a highly pro-active, experience informed, and matured risk management approach. The entirety of this approach will be reflected in our PIR reports, communications and status briefings.

Figure 4: Team Communication Protocols



8.3 Objections and Additions to Standard Contract Terms and Conditions III-5

Grant Thornton agrees in principle to using the sample contract provisions set forth in Part V as the terms and conditions applicable to an engagement under this RFP. Based on our experience with other state government agencies, we anticipate that we will be afforded a reasonable opportunity to discuss each party's needs, concerns and organizational requirements with respect to contract terms. In the event Grant Thornton is a successful offeror under this RFP, we are confident that we will be able to come to a mutual agreement with PLCB, as we have many times previously in similar procurement situations. Accordingly, Grant Thornton reserves the right to discuss and negotiate terms with PLCB upon contract award. Consistent with Grant Thornton policy and applicable professional standards requirements, we note the following areas where we are requesting to either modify or clarify specific contractual provisions with the PLCB.

PART V

CONTRACT TERMS AND CONDITIONS

This Contract for Services (“Contract”) is made and entered into as of _____, 2021 by and between the Pennsylvania Liquor Control Board (“PLCB” or “Customer”), with offices located at 901 Capital Street, Harrisburg, Pennsylvania 17124, and SELECTED OFFEROR (“Contractor”) (each, a “Party” and collectively, the “Parties”).

WHEREAS, PLCB issued RFP# 20210723 on _____, 2021 (“RFP”) for **Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation** (“Services”);

WHEREAS, Contractor provides such Services;

WHEREAS, PLCB has selected Contractor to be awarded this Contract pursuant to the RFP. The PLCB desires to engage Contractor, and Contractor agrees to perform the Services described herein pursuant to the terms and conditions of this Contract.

THEREFORE, in consideration of the covenants and agreements set forth below, Customer and Contractor (herein each a “Party” or collectively the “Parties”), intending to be legally bound, agree as follows:

1. SCOPE OF SERVICES

During the term of this Contract, Contractor agrees to provide the Services as set forth in the Appendices attached hereto (collectively, the “Services”) and as described in the RFP and its appendices. Unless expressly provided for, the Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except with respect to a dispute or litigation between Contractor and PLCB, Contractor’s costs, expenses, and time spent in legal and regulatory matters or proceedings arising from this Agreement, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made PLCB’s request or the request of a third party, will be billed to PLCB separately at Contractor’s standard rates for such services.

~~The RFP and the Contractor’s Response to the RFP, including the final Cost Submittal, are incorporated into this Contract by reference and made a material part thereof. In the event a conflict exists, the order of precedence shall be as follows: This Contract; the Contractor’s final Cost Submittal; the RFP; and the Contractor’s Technical Submittal to the RFP.~~

From time to time, the PLCB may request that Contractor provide additional, alternative, or modified Services that will be defined more specifically at the time of request. To the extent additional terms are needed to perform such Services, the Parties will use best efforts to define those terms and document them in a Change Order or via an Amendment to this Contract, as necessary. Any such Change Order or Amendment must be signed by both parties and approved by the PLCB Office of Chief Counsel. No PLCB employee has the authority to verbally add or amend contract terms.

The PLCB reserves the right to purchase materials and services covered under the Contract through a separate procurement procedure, whenever the PLCB deems it to be in its best interest.

2. TERM OF CONTRACT

The initial term of this Contract shall commence on the Effective Date (as defined below) and continue through September 1, 2023 with up to 18-months of renewal which may be exercised at the PLCB's sole discretion. The Effective Date shall be after the Contract has been fully executed by the Contractor and by the PLCB and all additional 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 PLCB 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 PLCB employee has the authority to verbally direct the commencement of any work under this Contract.

3. DEFINITIONS

As used in this Contract, these words shall have the following meanings unless otherwise defined in the RFP or Appendices. Any words used in this Contract that are not defined below shall have the definition provided in the RFP:

- a. Agency: the Pennsylvania Liquor Control Board ("PLCB").
- b. Amendment: amendments are issued for any change to the terms, conditions, requirements, or costs of the Contract and require the signatures of the Contractor and the same Commonwealth officials as the Contract.
- c. Change Order: change orders are notices of a change which one or both Parties have the option to change under the Contract. They can also be used as a notification of a correction.
- d. Commonwealth: refers collectively to the government of the Commonwealth of Pennsylvania as a whole, inclusive of the PLCB.
- e. Contracting Officer: the person authorized to administer this Contract for the PLCB and to make written determinations with respect to the Contract.
- f. Contractor: the Offeror selected by the PLCB pursuant to RFP# 20210723.
- g. Days: unless specifically indicated otherwise, days mean calendar days.
- h. Deliverable: a required Deliverable as set forth in RFP# 20210723.
- i. DDB: refers to a diverse and disadvantaged business as determined by the PLCB.
- j. Documentation: all materials required to support and convey information about the

Services required by this Contract. Documentation includes, but is not necessarily restricted to, written reports and analyses, diagrams, system designs, computer programs, flowcharts, disks, and/or other machine-readable storage media.

k. PLCB Point of Contact: a designated PLCB employee that is responsible for all administrative matters related to this Contract, including but not limited to receipt of invoices.

l. PLCB Project Manager: the designated PLCB employee that will be responsible for making management level decisions related to the project.

m. Project New Horizon: refers generally to the PLCB's effort to implement an Oracle cloud-based Enterprise Resource Planning platform.

n. 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. Contractor shall be entitled to rely on all information, data, reports and other materials provided by PLCB.

5. WARRANTY

a. Contractor warrants that it will comply with applicable laws, rules, regulations of governmental authorities in performing Services.

b. Contractor also warrants that all employees, independent contractors and subcontractors performing the Services shall have the necessary training, experience and skills required to perform the Services and the responsibilities of the position to which such employees are assigned.

c. Contractor warrants that it will perform its services on a reasonable professional efforts basis in accordance with applicable standards.

These warranties are in lieu of, and Contractor expressly disclaims, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Contractor does not warrant computer hardware, software or services provided by other parties.

6. OWNERSHIP RIGHTS

Contractor shall provide, dedicate, purchase or lease the equipment, software systems, and any related items required to deliver the Services. Contractor shall at all times be considered the owner

or lessee of the equipment and be responsible for the maintenance thereof.

Contractor shall retain sole and exclusive ownership of and all right, title and interest in and to any know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets of Contractor that existed prior to this engagement or that, to the extent they are of general application, may have been discovered, created or developed by Contractor as a result of its own efforts during this engagement (collectively, the “Contractor Property”). PLCB shall acquire no rights or interest in the Contractor Property, except for a non-exclusive, non-transferable, royalty-free right to use such Contractor Property solely in connection with any deliverable or work product to the extent any Contractor Property is incorporated therein. PLCB will not sublicense or otherwise grant any other party any rights to use, copy or otherwise exploit or create derivative works from the Contractor Property.

All deliverables prepared by Contractor pursuant to the Statement of Work (“Deliverables”) shall be the property of PLCB upon full payment of Contractor’s billings. The information contained in documents prepared by Contractor in the course of providing services under the terms of this Agreement is for the sole use of PLCB in accordance with the purpose of this Agreement hereunder. The Deliverables are not for a third party’s benefit or reliance, and Contractor disclaims any contractual or other responsibility or duty of care to others based upon the Services, Work Product or Deliverables. Any Work Product, Deliverables, or documents delivered by Contractor are Contractor’s Trade Secret or Confidential Proprietary Information and shall be released only as redacted in accordance with the Pennsylvania Right to Know Law or with the prior written permission of Contractor pursuant to Section 33 below. Except to the extent expressly provided hereto to the contrary, no third-party beneficiaries are intended under this Agreement. Contractor’s work papers are not part of the Deliverables and shall remain the confidential property of Contractor in accordance with professional standards.

7. 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.

8. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

9. COMPENSATION

- a. The Contractor will be compensated at the rates set forth in the Contractor’s final Cost Submittal, plus costs for PLCB-authorized travel and PLCB-approved travel expenses. The rates set forth in the Cost Submittal reflect the hourly rate for Services, excluding travel. The Contractor shall be compensated only for work accepted by the PLCB.

- b. Contractor shall not be paid or reimbursed for:
 - i) Time spent preparing and/or transmitting invoices or any other billing or time keeping records.
 - ii) Time for work not performed or meetings not held/attended.
 - iii) Time or expenses for faxing, postage, mail, messenger services or other special delivery.
 - iv) Time spent on repetitious preparation/review/revision of documents unless at the explicit request of the PLCB.

10. BILLING REQUIREMENTS

The Contractor shall include in all of its monthly invoices the following minimum information:

- a. Vendor name and "Remit to" address, including Oracle supplier number;
- b. Service location;
- c. Description of the Services delivered;
- d. Quantity provided;
- e. Unit price;
- f. Price extension;
- g. Total price; and
- h. Date of Services.
- i. Line item charges to detail the number of hours utilized by each resource for that billing period.

If an invoice does not contain the minimum information set forth in this paragraph, the PLCB may reject the invoice as improper. If the PLCB rejects an invoice as improper, the time for processing a payment will be suspended until the PLCB receives a correct invoice. The Contractor may not receive payment until the PLCB has received a correct invoice.

In no instance shall any payment be made for Services to the Contractor that are not in accordance with the contracted prices.

11. PAYMENT

- a. The PLCB shall put forth reasonable efforts to make payment of undisputed amounts billed, less applicable credits, within 45 days of receipt of a proper invoice. A "proper" invoice is not received until the PLCB accepts the service as satisfactorily performed.

Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within 15 days after the required payment date, the PLCB may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto.

- b. The PLCB will make contract payments through Automated Clearing House (ACH).
- 1) Within 10 days of award of the contract the Contractor must submit or must have already submitted their ACH information within their user profile in the PLCB's procurement system (Oracle).
 - 2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the PLCB's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - 3) It is the responsibility of the Contractor to ensure that the ACH information contained in Oracle is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. TAXES

The Contractor will be responsible for the payment of any applicable taxes, licenses, charges and assessments imposed by any governmental authority upon the Contractor in relation to the performance of the Services. This includes, but is not limited to, local property taxes, municipal fees, licensing fees, and all taxes related to the employment of personnel required to perform the Services.

The Commonwealth may set-off the amount of any state tax liability or other debt or obligation of the Contractor or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Contractor under this Contract or any other contract with the Commonwealth.

13. 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 to the extent arising from finally determined antitrust violations by Contractor's suppliers.

14. HOLD HARMLESS PROVISION AND LIMITATION OF LIABILITY

- a. The Contractor shall hold the PLCB harmless from and indemnify the PLCB against any and all third-party claims, demands and actions related to bodily injury,

tangible property damage or intellectual property infringement to the extent based upon or arising out of any activities performed by the Contractor and its employees, subcontractors and agents under this Contract, provided the PLCB gives Contractor prompt notice of any such claim of which it learns. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of the PLCB. 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 nor unduly delayed. The PLCB may, in the discretion and at the direction of the OAG, allow the Contractor to control the defense and any related settlement negotiations.

b.c. PLCB agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor's negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined to be the result of the Contractor's willful misconduct or fraud. In addition, PLCB agrees that Contractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by PLCB, Contractor, or others.

15. AUDIT PROVISIONS

The PLCB shall have the right, at reasonable times and upon reasonable advance notice and at a site ~~designated by the PLCB~~ mutually agreed upon by the parties, to audit the books, documents and records of the Contractor and/or its approved subcontractors to the extent that the books, documents and records relate to costs or pricing data for the Contract or the performance of the Services. 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.~~ Notwithstanding the foregoing or anything in this agreement, nothing in this Section or any audit or inspections hereunder, shall violate or cause Contractor to violate any of Contractor's professional standards, privacy, confidentiality or legal obligations and provided further, that Contractor's work papers and other proprietary materials are excluded from such audit. PLCB will treat the records as confidential information and may not disclose the

records to any other parties.

16. 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 for any of the following reasons:

1) Failure to begin work within the time specified in the Contract or as otherwise specified to ensure timely progression in accordance with the Project New Horizon Master Project Plan.

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.

3) Continued unsatisfactory performance of the work.

4) Discontinuance of work without approval and/or failure to resume discontinued work after notice to do so.

5) If the Contractor is adjudicated bankrupt, is determined to be insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or seeks protection against creditors under any applicable federal or state laws, or if there is a commencement of any bankruptcy, insolvency, receivership or other similar proceeding against Contractor that is not dismissed within 60 -days after such filing.

6) Breach of any material provision of the Contract, including failure to comply with representations made in the Contractor's bid/proposal.

7) Failure to comply with applicable ~~industry~~ professional standards, ~~customs, and practice.~~

b. The PLCB will provide written notice to Contractor upon determining that the Contractor is in default pursuant to Subparagraph a above. The notice will include a description of the nature of the default and a reasonable cure period for Contractor to correct the default. Failure by Contractor to cure the default within the time period provided in any such notice may result in termination of this Contract pursuant to the Termination Provisions of paragraph 18.

c. In the event that the PLCB terminates this Contract 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, services 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 services included within the terminated part of the Contract. These costs are in the nature of cover damages as set forth in 13 Pa.C.S.A. §§ 2711(a), 2712.~~

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 subsequent event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision at paragraph 19 of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. 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, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the PLCB orally within three days and in writing within seven 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 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 request that the Contractor perform alternative or modified Services to mitigate the effects of the applicable Force Majeure event. In the event that such alternative Services are requested by the PLCB, the Parties will use best efforts to establish agreeable terms for the provision of such Services, which shall be documented in a written Change Order that is approved by both Parties.

The parties are entering into this Agreement at a time when a state of national emergency has been declared and the nation is responding to the Coronavirus (COVID-19) pandemic. The parties agree that each will use all reasonable efforts to complete performance as specified herein, so long as each can reasonably do so while also protecting the health, welfare and safety of its professionals and the public, and abiding by emergency or regular executive orders, or changes in law mandated to address the pandemic. Neither party shall be liable for any delay or failure in performance (excluding payment for fees and expenses incurred) due to circumstances resulting from the pandemic which are beyond its reasonable control.

18. TERMINATION PROVISIONS

The PLCB has the right to terminate this Contract for any of the following reasons. Termination shall be effective as of the date provided in written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The PLCB shall have the right to terminate the Contract in whole or in part 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. The Contractor shall be reimbursed for Services rendered, accepted and undisputed up to the date of termination. 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 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 for other cause as specified in the Contract or by law. If it is later determined that the PLCB erred in terminating the Contract for cause, then, at the PLCB's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph a.

d. TERMINATION BY CONTRACTOR: In the event that Contractor determines, in its professional judgment, that it cannot complete the services, Contractor may immediately withdraw from the engagement without liability. In addition, Contractor reserves the right to, in whole or in part, decline to perform services if information comes to its attention indicating that performing any Services could cause Contractor to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.

19. 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 60 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 PLCB.

c. Within 15 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 for such continuous performance pursuant to the terms of the Contract.

20. 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~~ shall not be unreasonably withheld ~~at the sole and absolute discretion of the Contracting Officer.~~ Contractor may use third-parties to provide administrative and operational support to Contractor business operations. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data. Such entities may be located within or outside the United States.

c. The PLCB must be notified in writing if a DDB subcontractor is no longer being utilized by the Contractor in the provision of Services.

d. 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 shall not be unreasonably ~~may be~~ ~~withheld at the sole and absolute discretion of the Contracting Officer.~~

e. 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.

f. 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.

g. 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.

h. 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.

21. 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 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.

22. 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. 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, in the provision of Services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. 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.
- f. 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.
- g. 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.

h. 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.

i. 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.

j. 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.

23. 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.

DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph 23:

- a. **“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.
- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed

to have consented by virtue of the execution of this contract.

c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **“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.

e. **“Financial Interest”** means either:

- (1) Ownership of more than a 5% interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **“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.

g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

a. 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.

b. 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.

c. 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.

d. 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.

e. Contractor certifies to the best of its knowledge and belief that within the last 5 years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) 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
- (5) 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.

f. 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)*.

g. 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.

h. 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.

i. 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.

j. 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.

24. 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 15 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 PA Department of General Services [website](#) or by

contacting:

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

25. 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.

26. 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.

27. 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 law 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.

28. 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 Change Order or Amendment signed by both parties.

29. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the PLCB. 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.

30. CHANGE ORDERS AND AMENDMENTS

- a. Change Orders: As long as the scope of the Contract is not thereby altered, the PLCB reserves the right to make changes at any time during the term of the Contract: to make changes to the Services within the scope of the Contract; or to modify the time of performance.
- b. Amendments: An Amendment will be required when additional funds or terms increase the monetary value of the original approved amount of this Contract, unless it is appropriate to use a Change Order or funding adjustment. The PLCB reserves the right to require an Amendment for any change to this Contract in its sole discretion.

All changes to this Contract shall be initiated by the PLCB upon notification to the Contractor in writing. The change shall be effective as of the date indicated on the Change Order or Amendment, as applicable. Such increases, decreases, changes, or modifications will not invalidate the Contract. The Contractor agrees to provide the Services in accordance with the Change Order or Amendment. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

31. CONFIDENTIALITY

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 paragraph 31. 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. PLCB will provide Contractor with the minimum amount of information necessary for the Contractor's performance of the Services.

- a. The obligations stated in this paragraph 31 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, including order by an accounting oversight body.
- b. 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 except as otherwise set forth herein.

32. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by 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: [INSERT ADDRESS HERE]

b. If to the PLCB:

PLCB Executive Director
512 Northwest Office Building
Harrisburg, Pennsylvania 17124

With a copy to:

PLCB Office of Chief Counsel
401 Northwest Office Building
Harrisburg, Pennsylvania 17124
ra-lblegal@pa.gov

33. 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 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 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 to the extent directly 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 to the extent resulting directly from such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as to the extent resulting directly from the Contractor's failure, including any statutory damages assessed against the Commonwealth, in the event the regardless of the outcome of such legal challenge is unsuccessful. ~~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.

34. ADVERSE INTEREST ACT AND LIQUOR CODE

The Contractor agrees to maintain compliance with the State Adverse Interest Act Sections 776.1 through 776.8 (71 P.S. Sections 776.1 – 776.8), and Liquor Code Sections 210 and 214 (47 P.S. §§ 2-210, 2-214).

35. INSURANCE REQUIREMENTS

Contractor shall procure and maintain at all times during the term of the Agreement the following:

- Comprehensive general liability insurance with minimum limits of ~~not less than~~ \$1 million for injury to or death of one person in a single occurrence and \$3 million for injury to or death of more than one person in a single occurrence and \$500,000.00 for a single occurrence of property damage.
- Auto liability insurance with a minimum combined single limit for bodily injury and

property damage in the amount of \$5 million each accident.

- Workers' Compensation Insurance sufficient to cover all of the Contractor's employees working to fulfill this contract in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per ~~occurrence-claim~~ shall ~~not be less than~~ \$500,000, or the equivalent. Annual aggregate limit shall ~~not be less than~~ \$3 million.
- Umbrella coverage in the sum of \$2 million shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers' Liability, and Professional Liability.

Contractor must provide annually proof of valid insurance coverage of the types and limits specified above. PLCB shall be endorsed as, or contain equivalent blanket coverage, additional insured on the auto and general liability insurance policies in connection with the services performed under the Contract and to the extent provided for in the Contractor's indemnity. Valid certificates of insurance shall be issued to PLCB.

36. SIGNATURES

The parties agree that: (1) a record or signature may not be denied legal effect or enforceability solely because it is in electronic form; (2) a contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation; (3) if a law requires a record to be in writing, an electronic record satisfies the law; and (4) if law requires a signature, an electronic signature satisfies the law.

37. ELECTRONIC COMMUNICATIONS

PLCB agrees to the use of electronic methods to transmit and receive information, including confidential information. Contractor shall not be responsible or liable for any (i) service interruptions of or (ii) corruption or damages (whether direct, indirect, consequential or otherwise) to PLCB's or third party's information systems and the information and data contained therein, including but not limited to denial of access, automatic shut-down of information systems caused by or resulting from Contractor's performance of the Services, to the extent such interruptions and damages were beyond its reasonable control upon exercise of reasonable and customary security and other measures as customary in the industry.

The Parties to this Contract have executed it, through their respective duly authorized representatives.

[CONTRACTOR]:

Pennsylvania Liquor Control Board:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Executive Director

APPROVED AS TO FORM AND LEGALITY:

PLCB Office of Chief Counsel

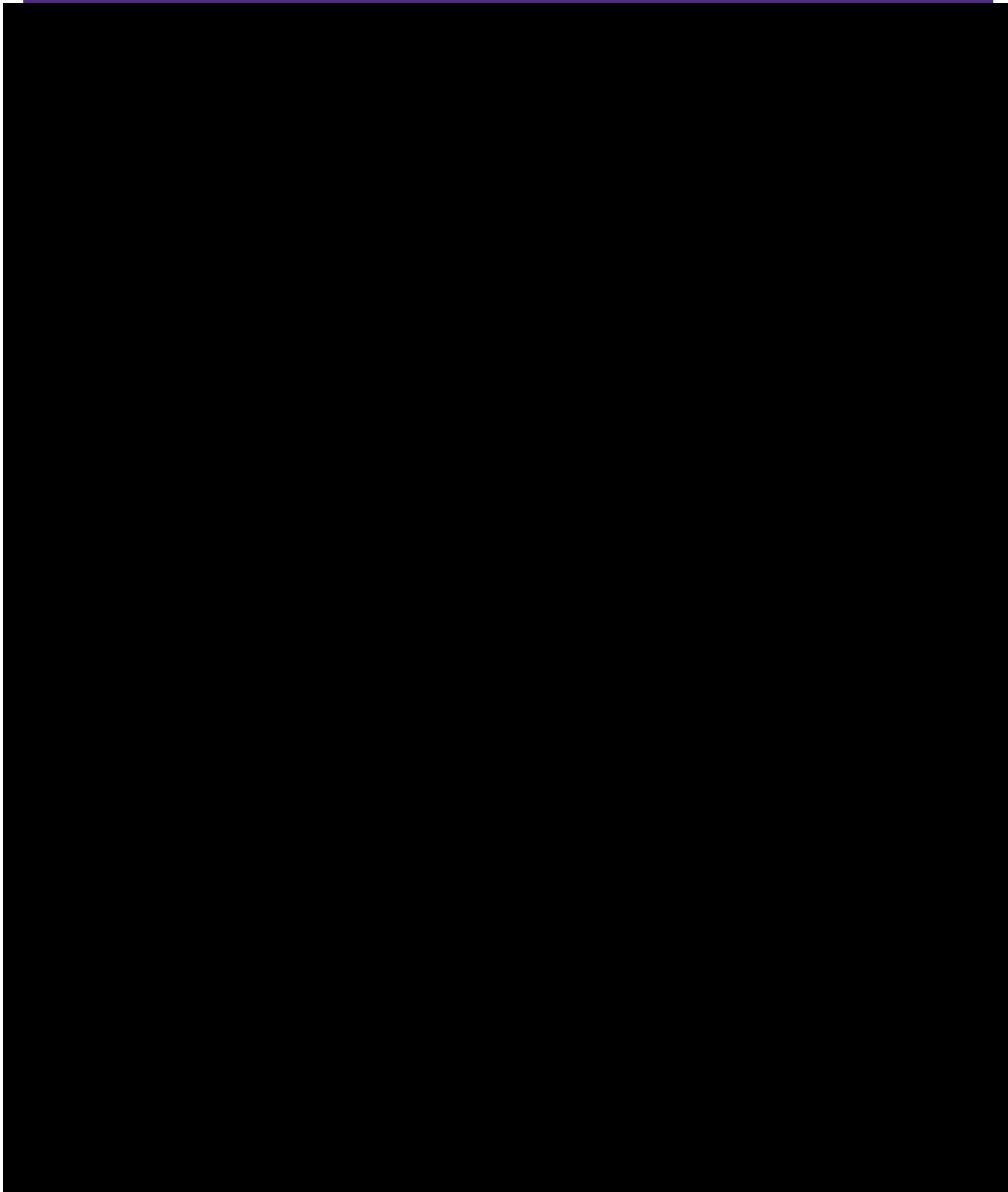
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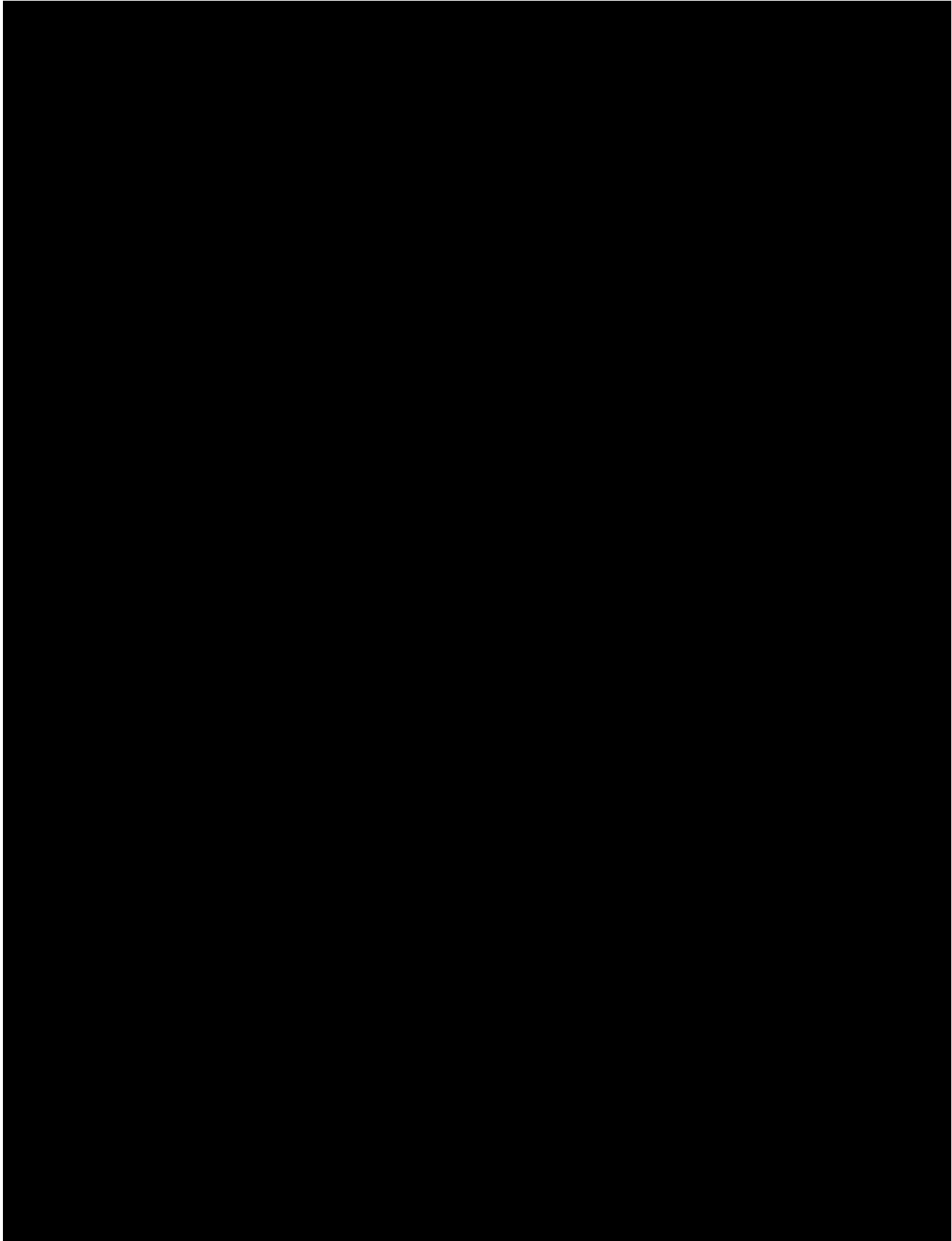
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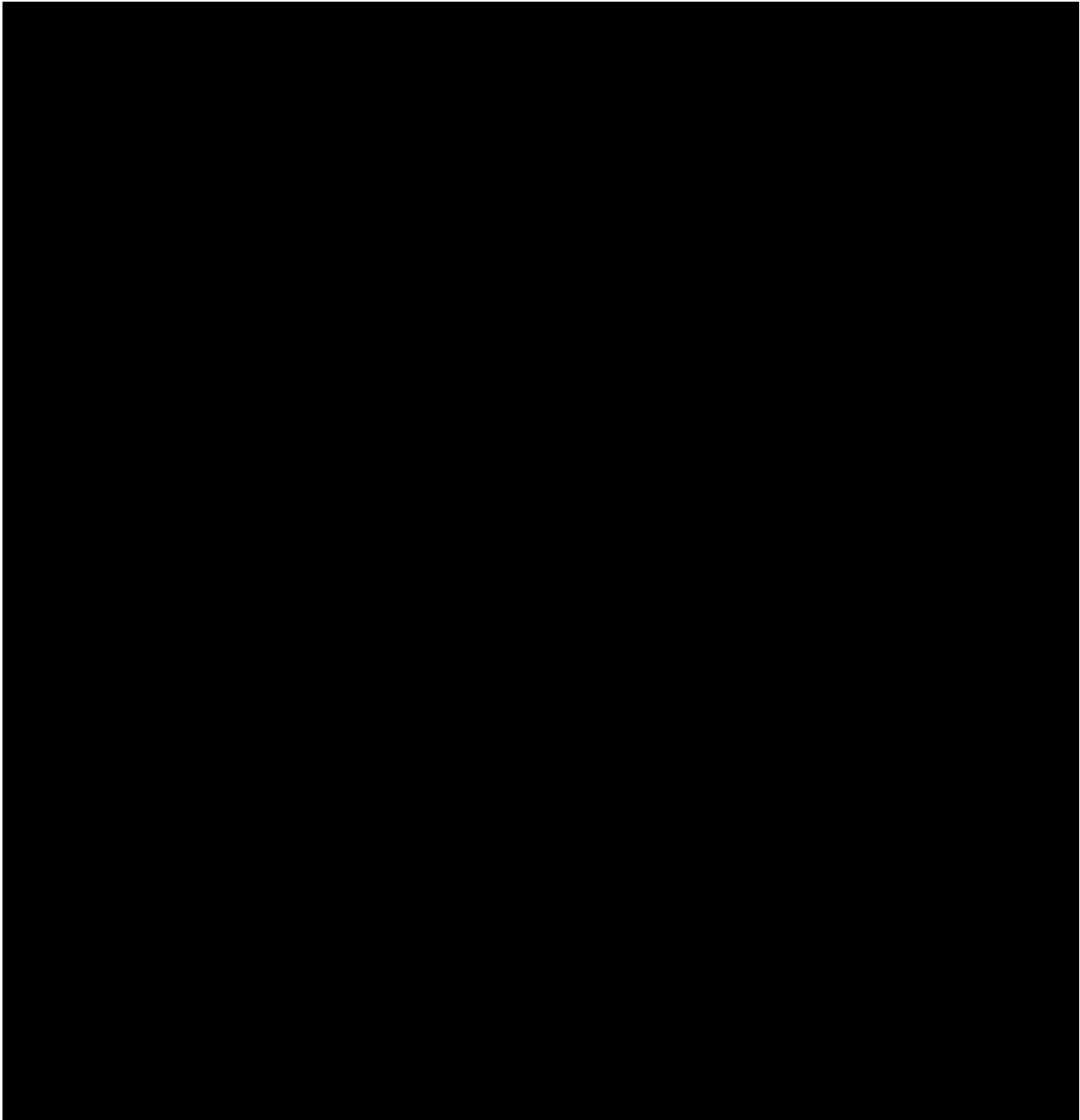
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9.0 Appendix GT-1: Resumes

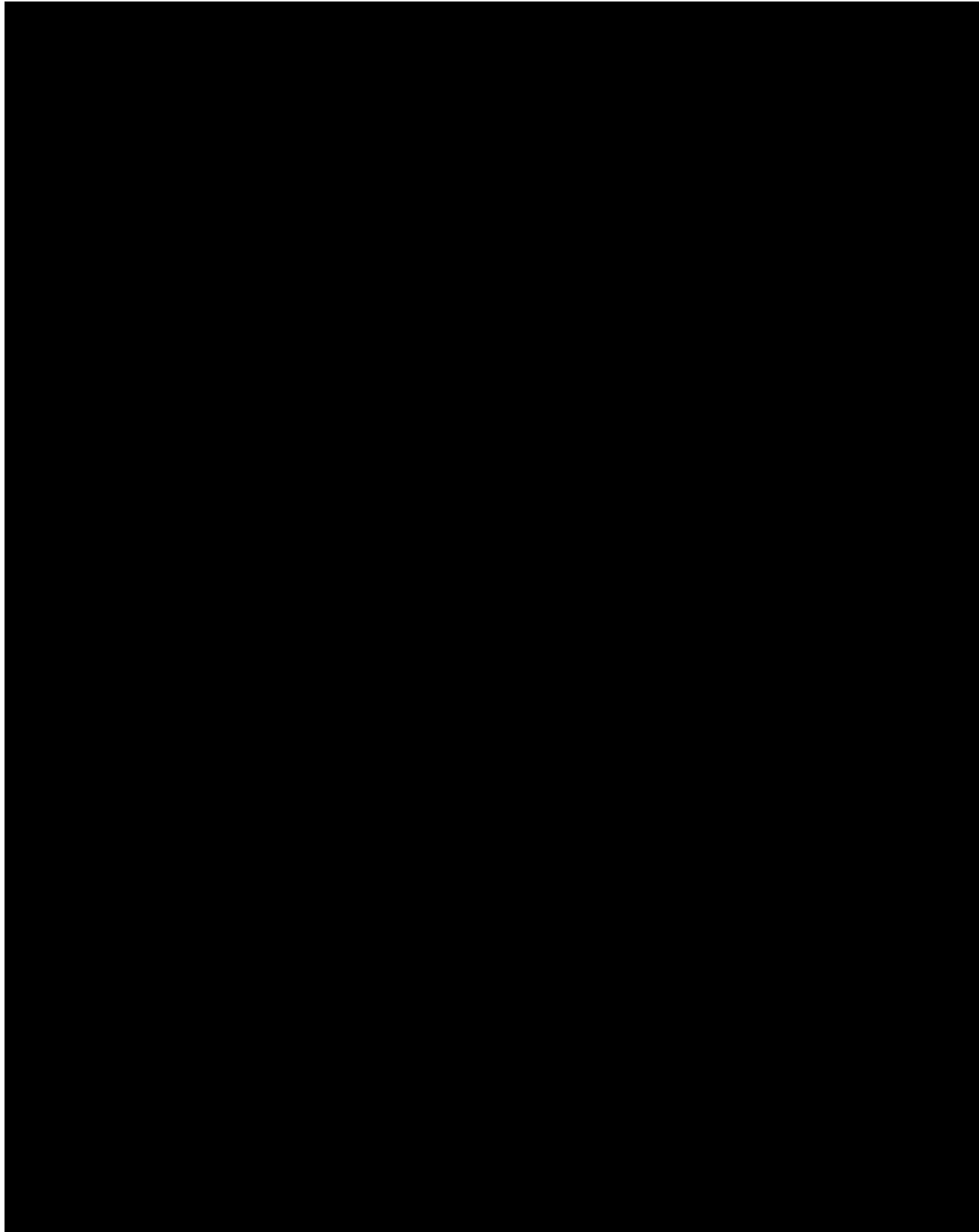
Robert Schein

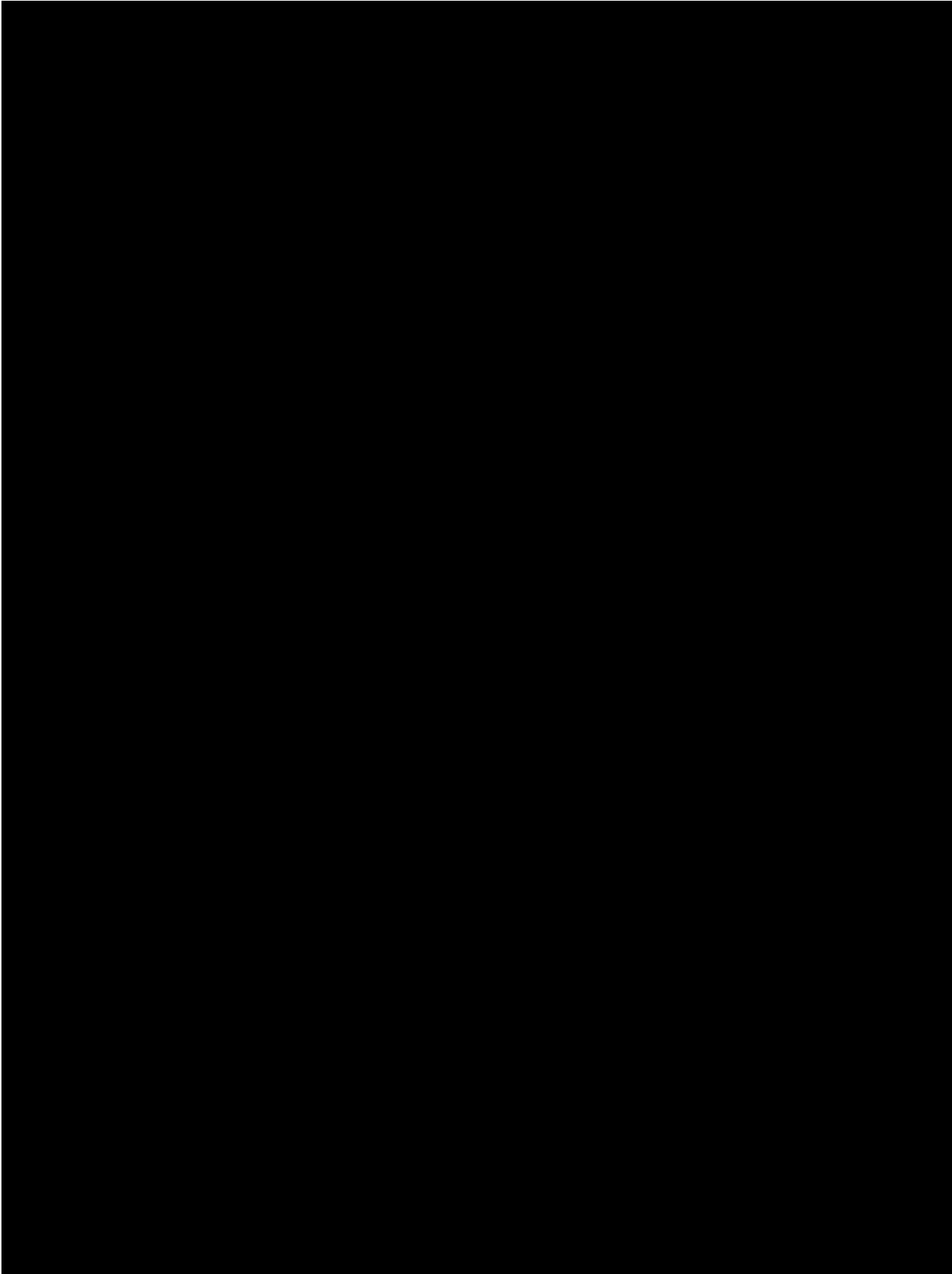


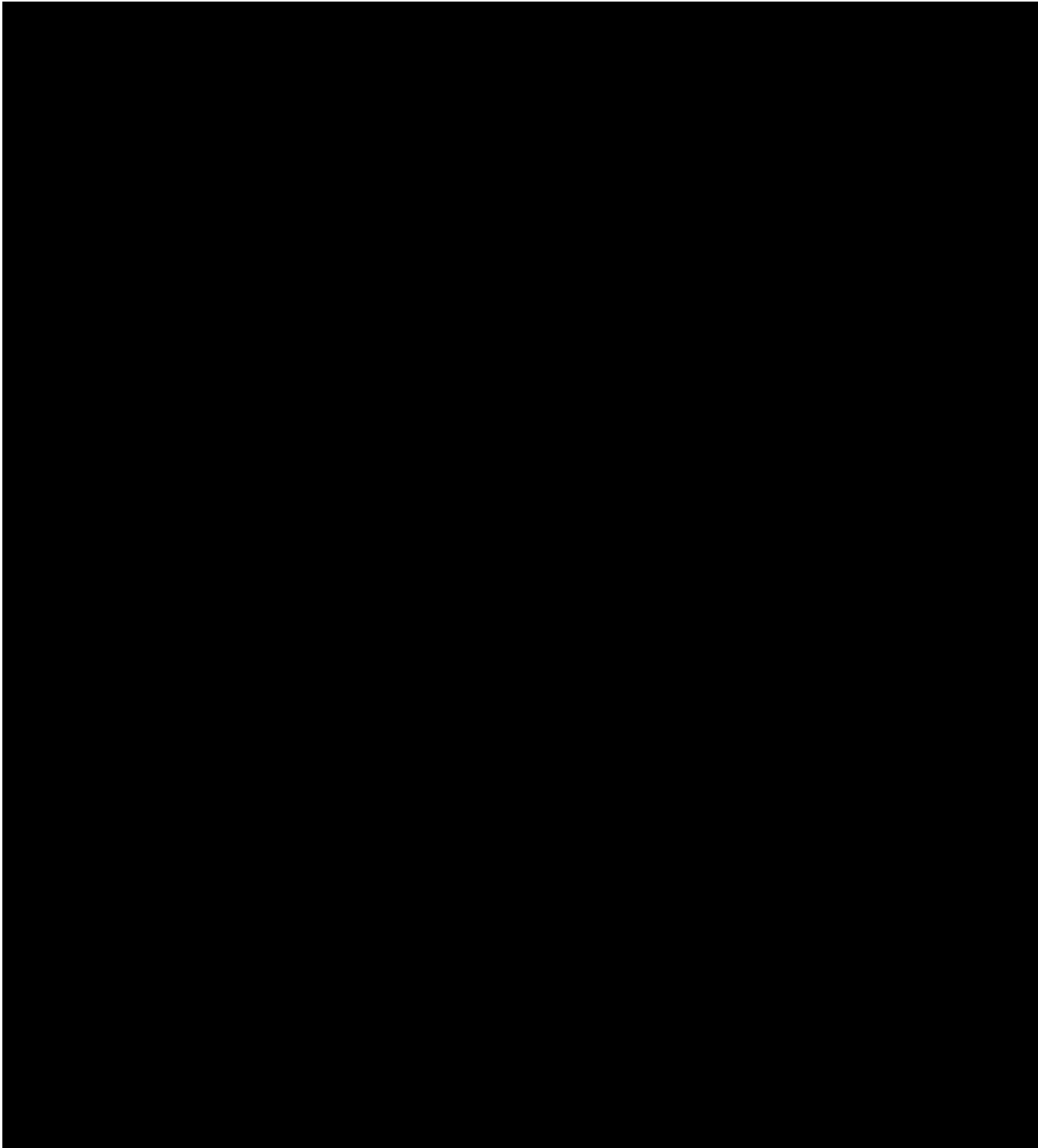




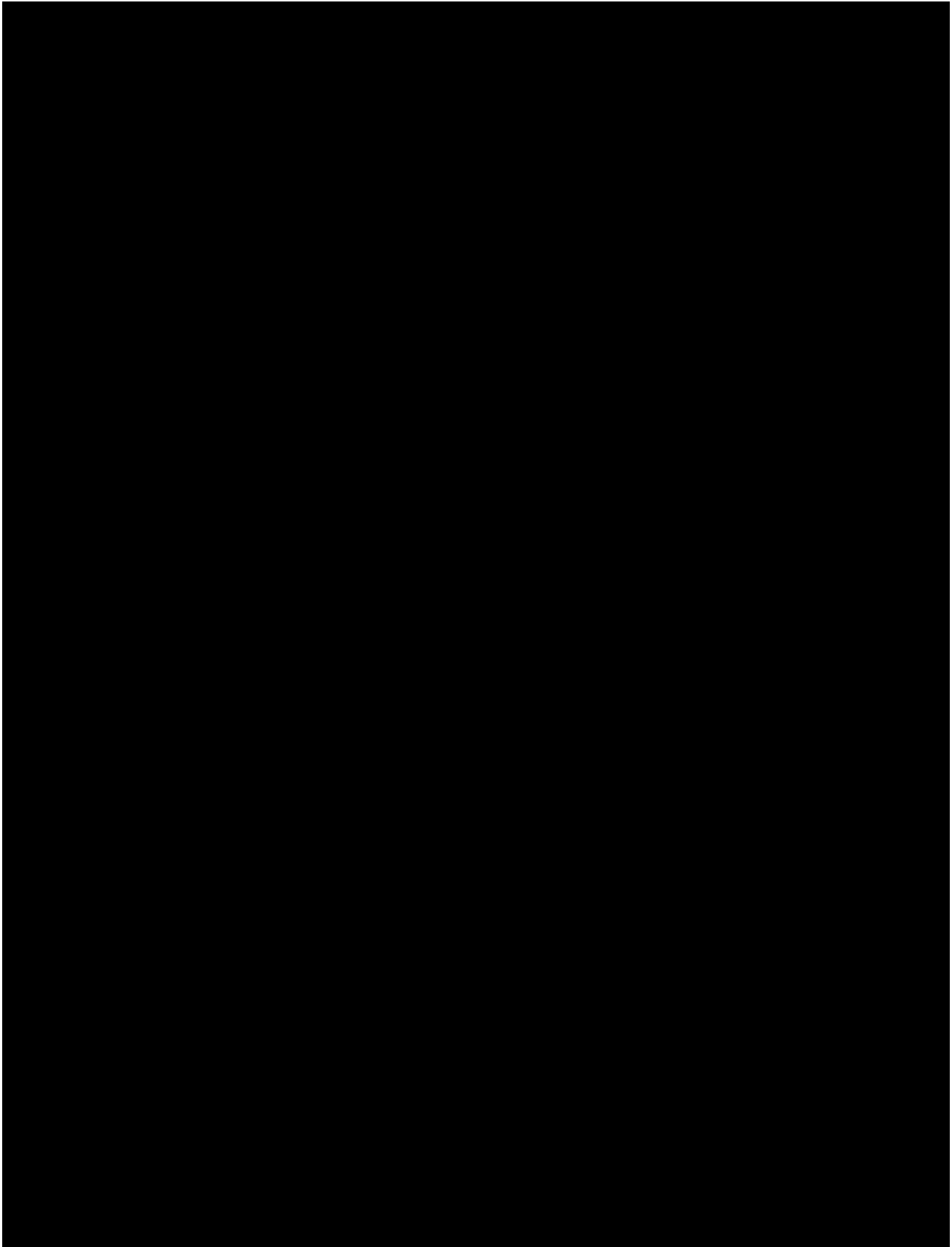
Scott Hale, CPA

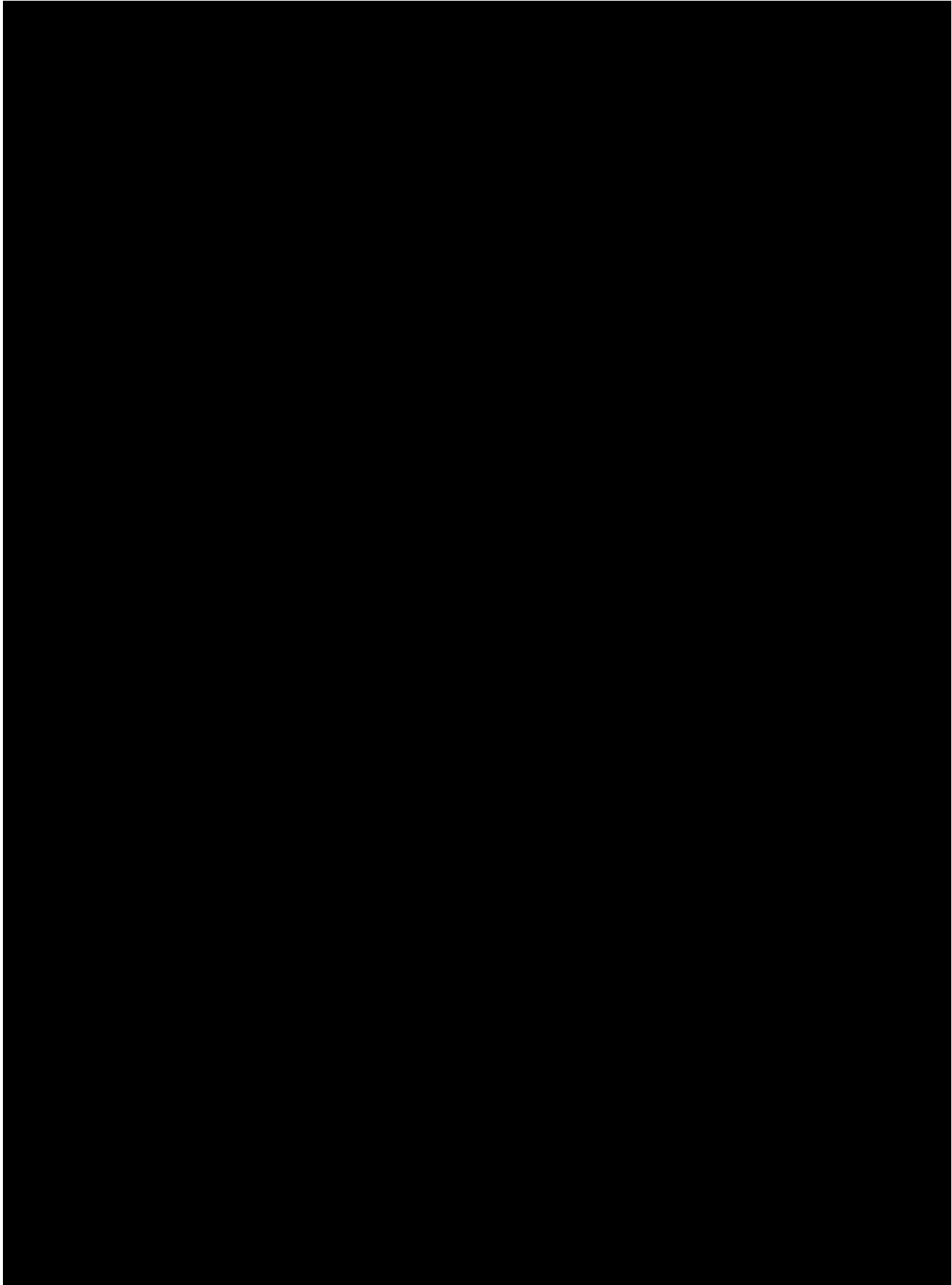


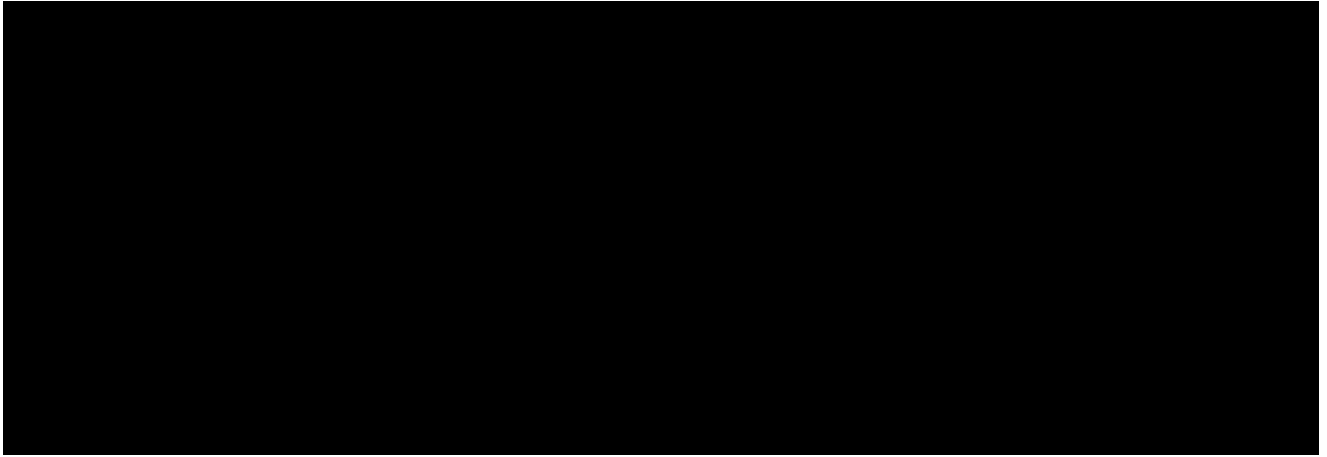




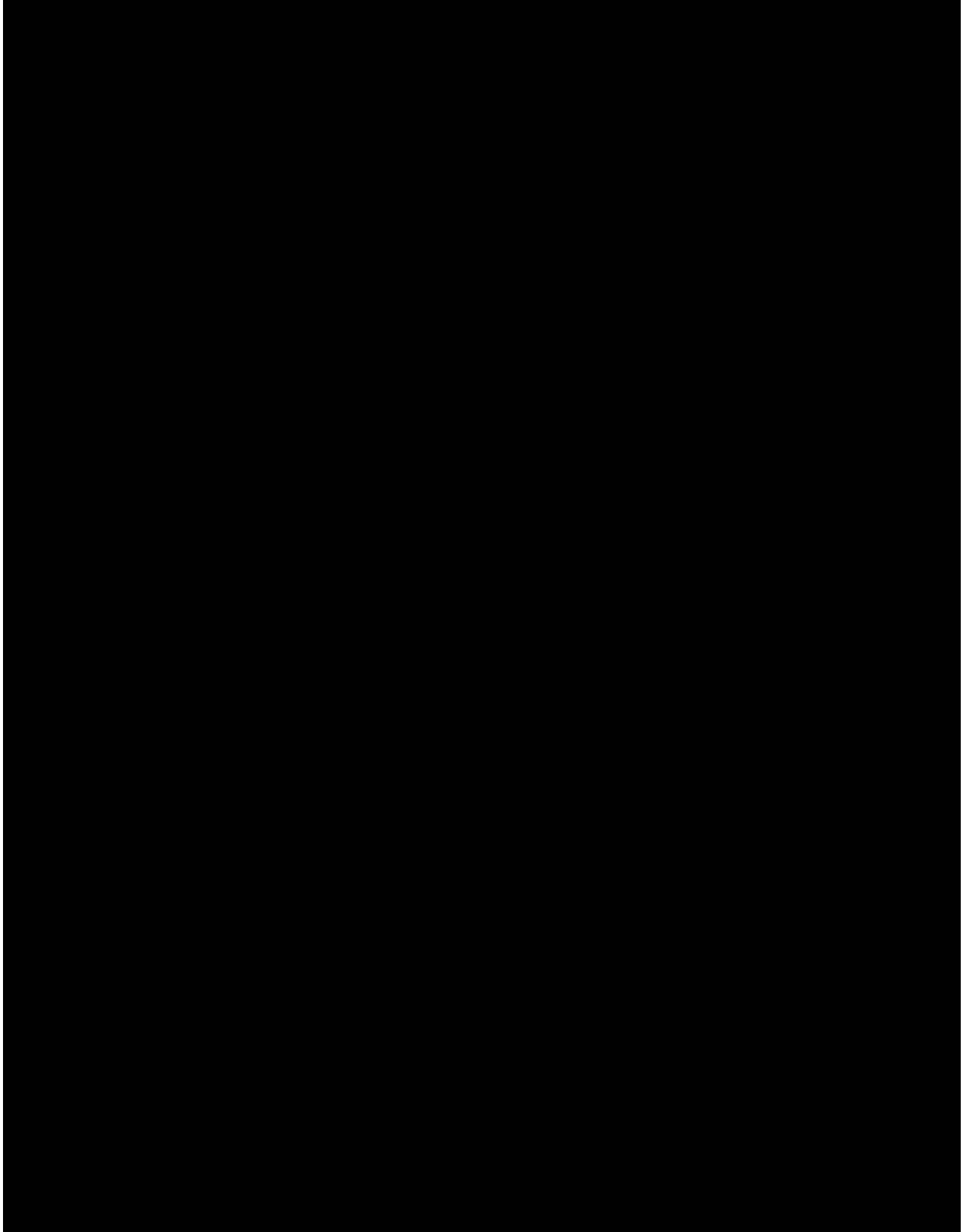
Trushar Patel, PMP, CSM

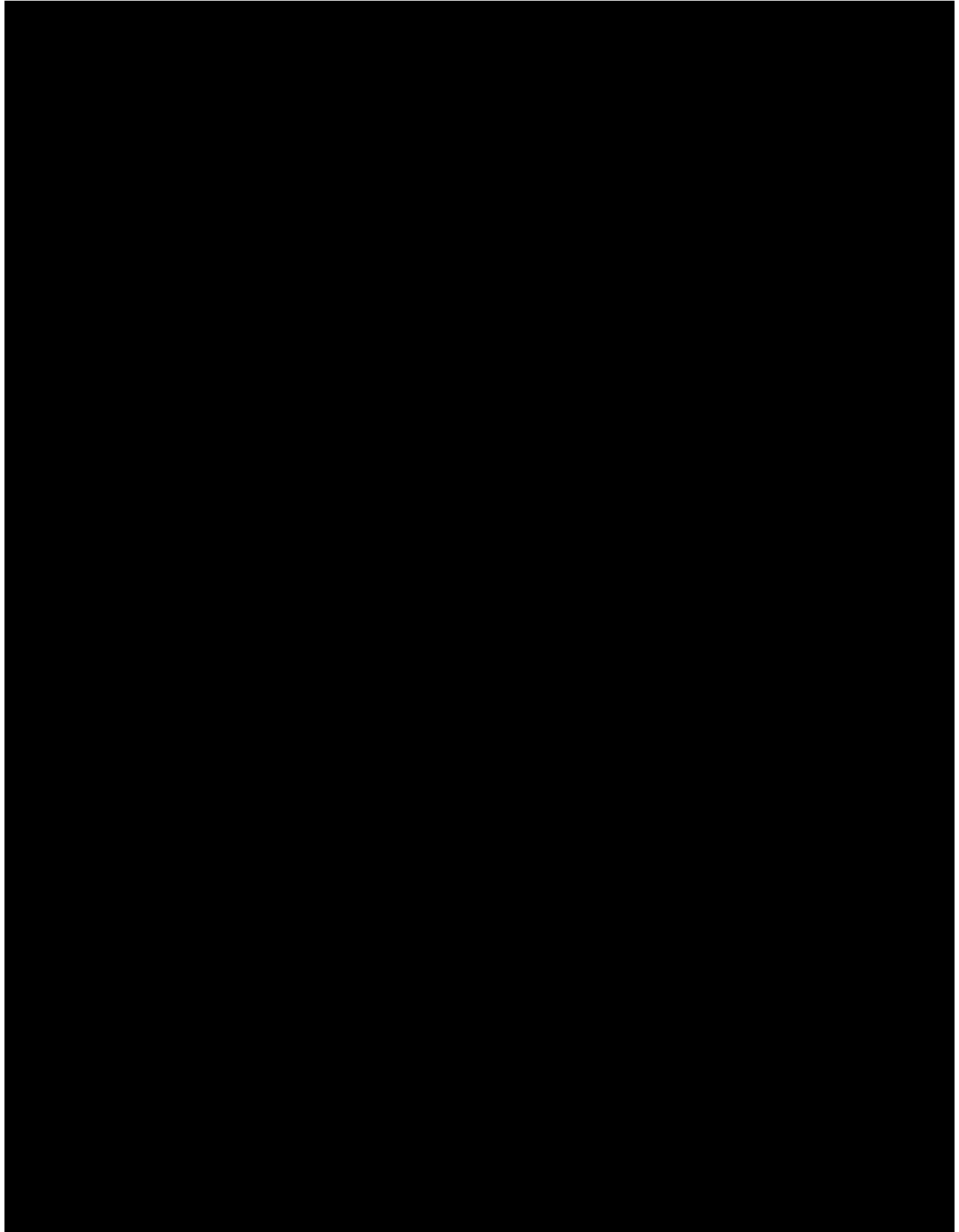


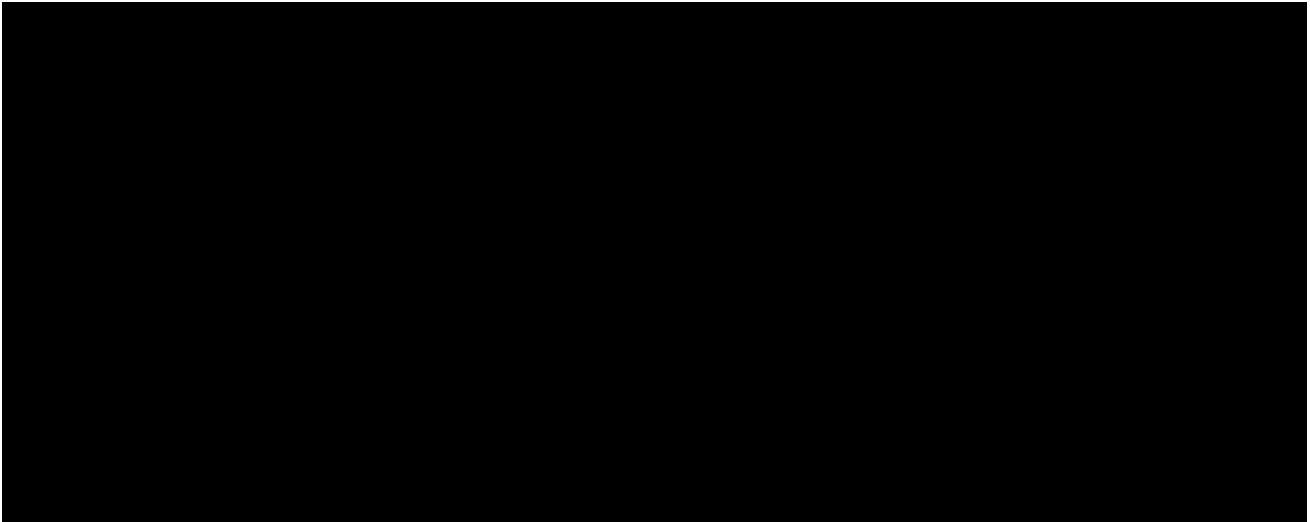




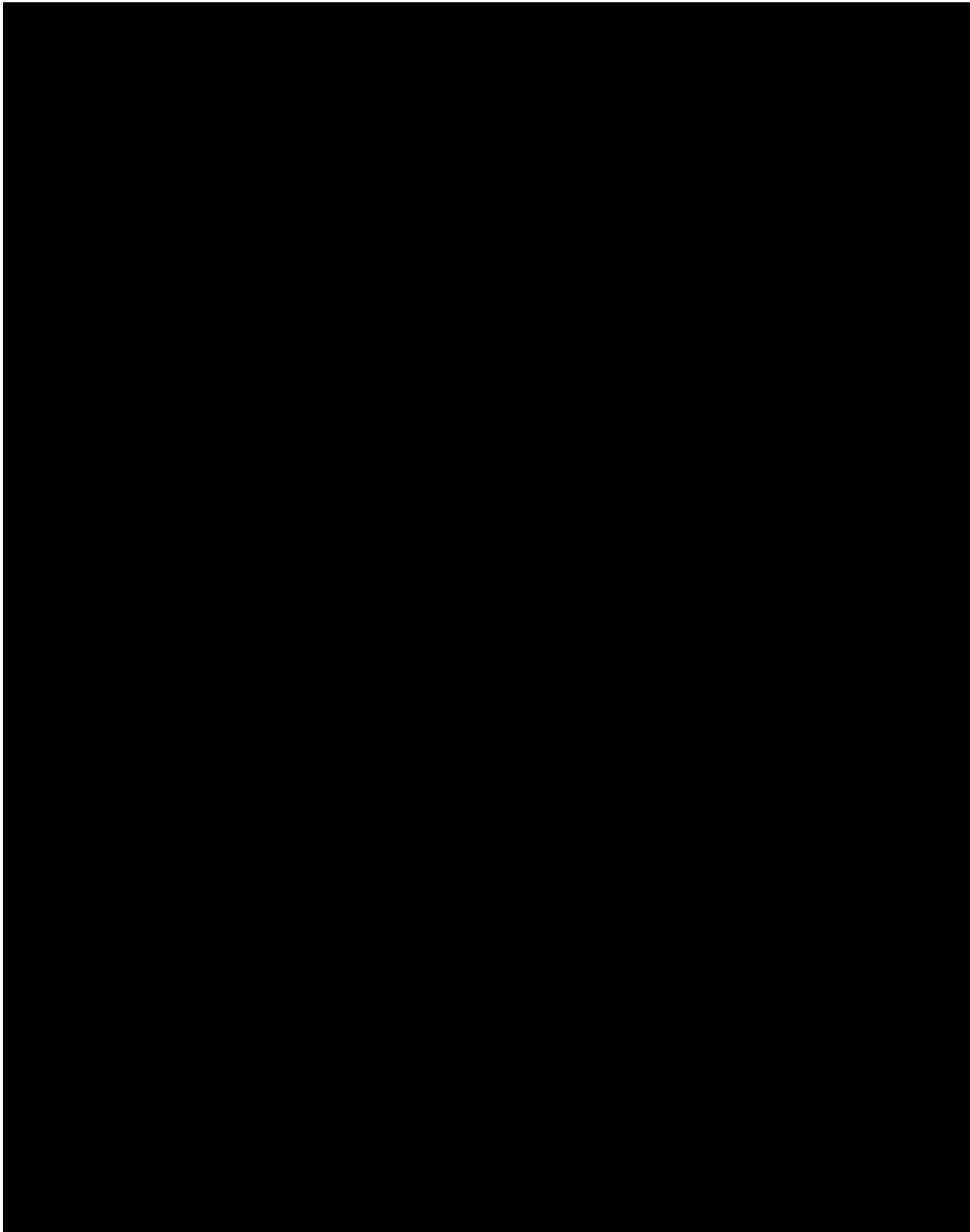
Steve Rupp

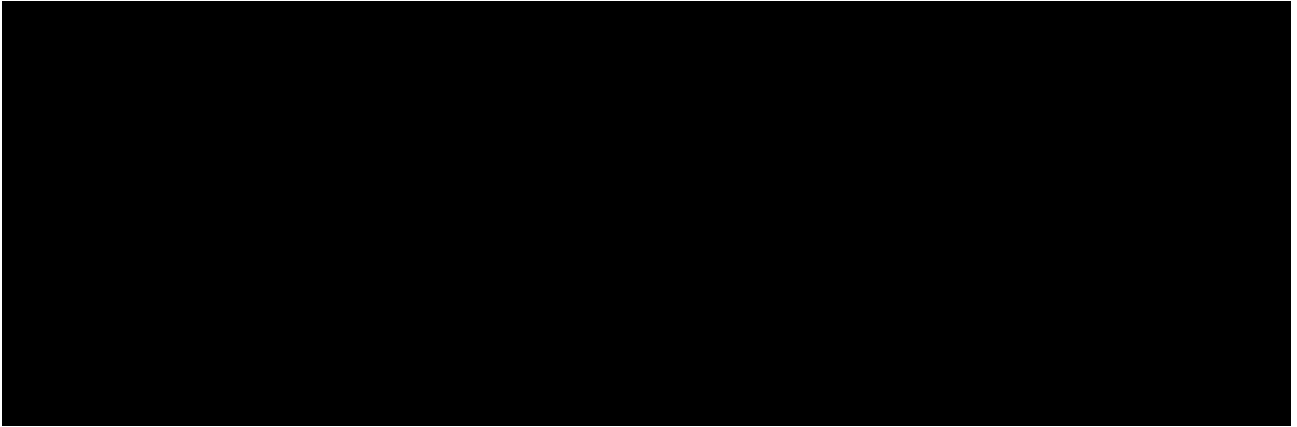




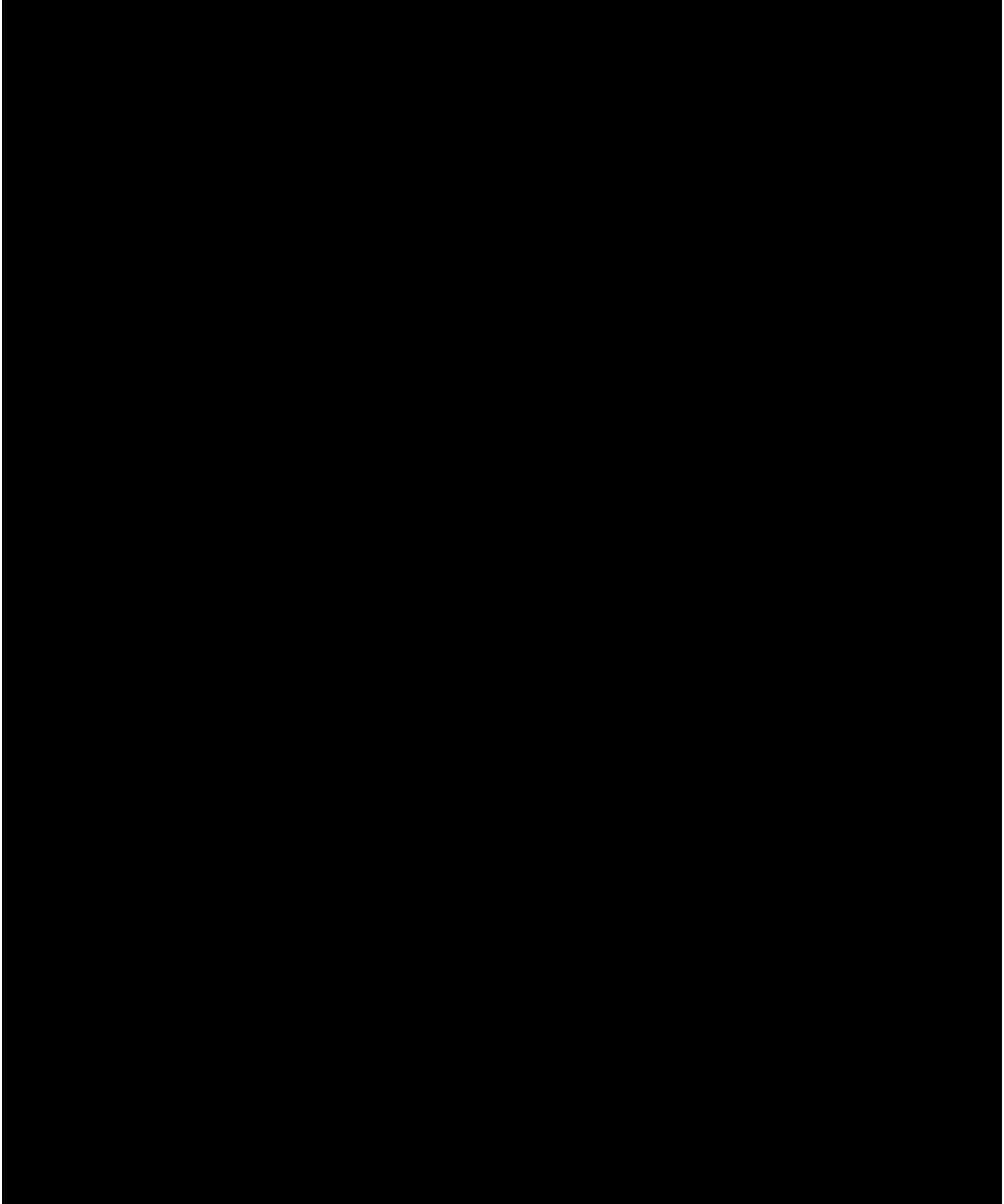


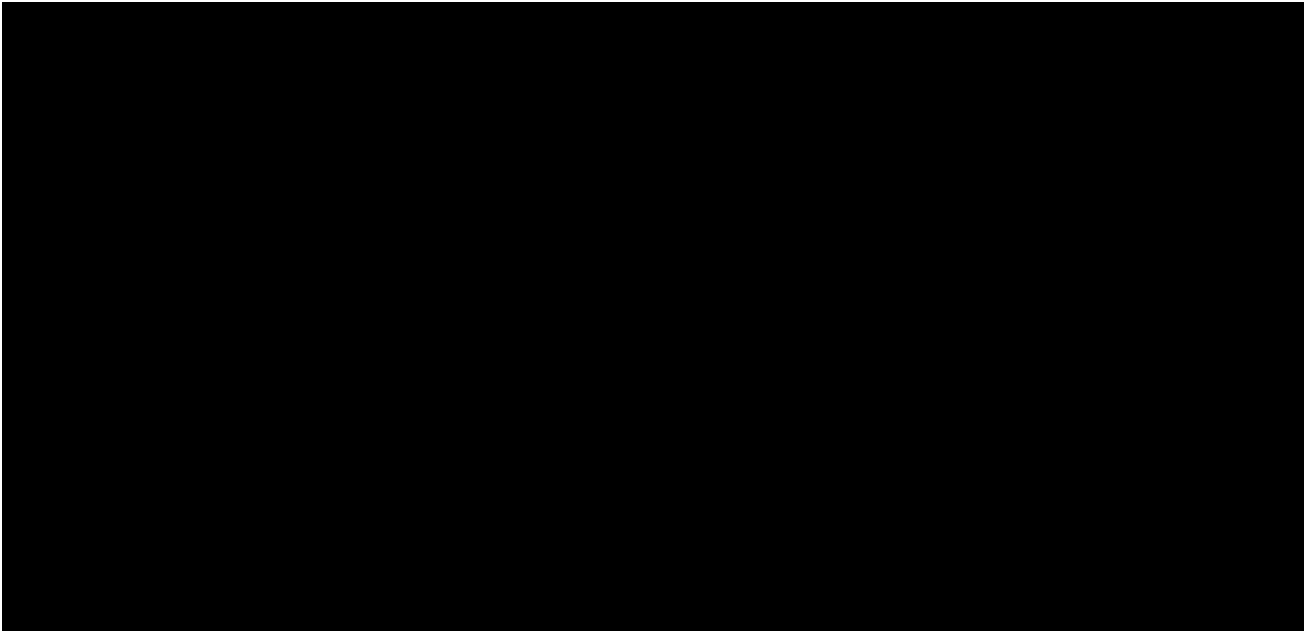
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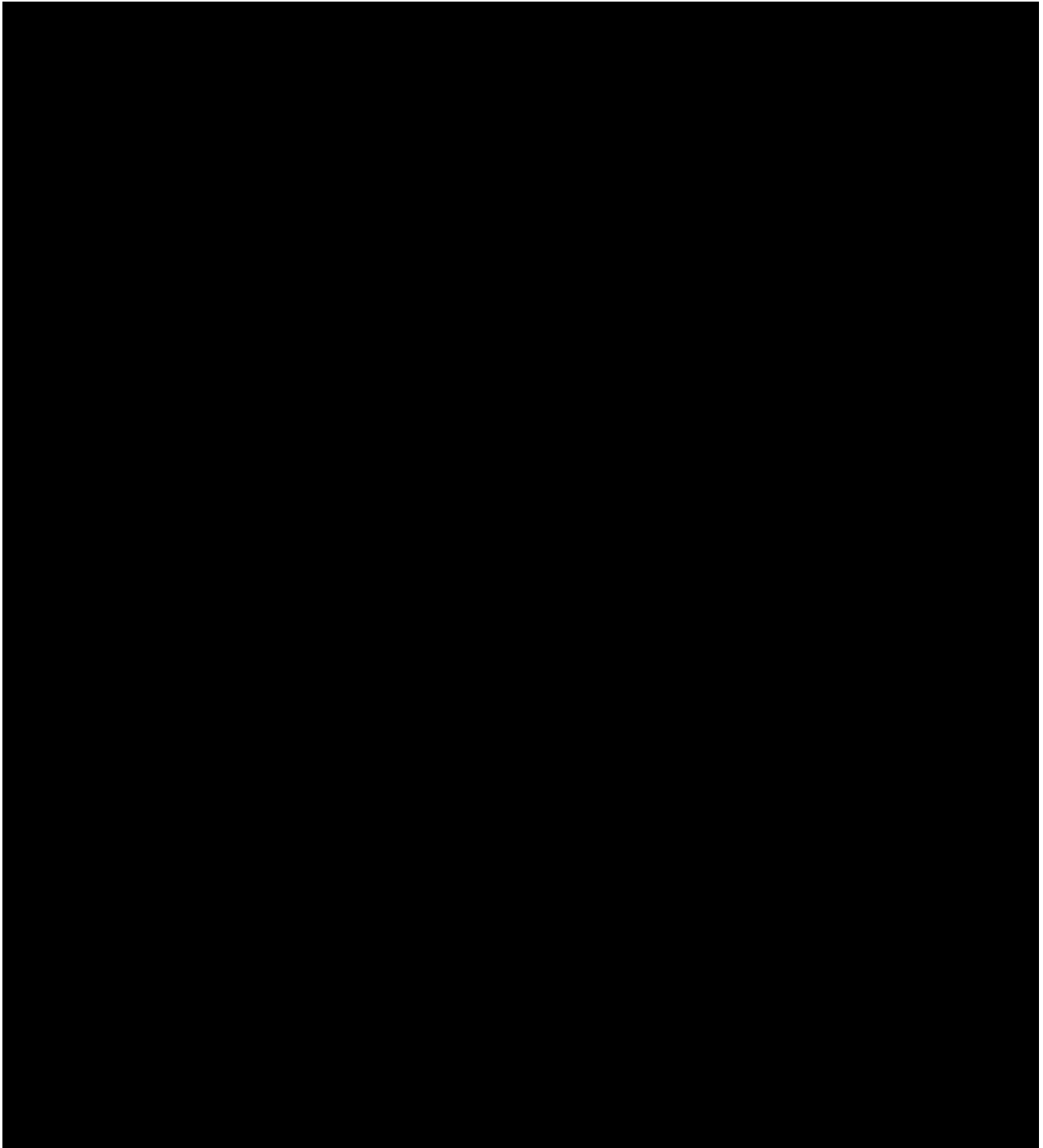


Caitlin Wood

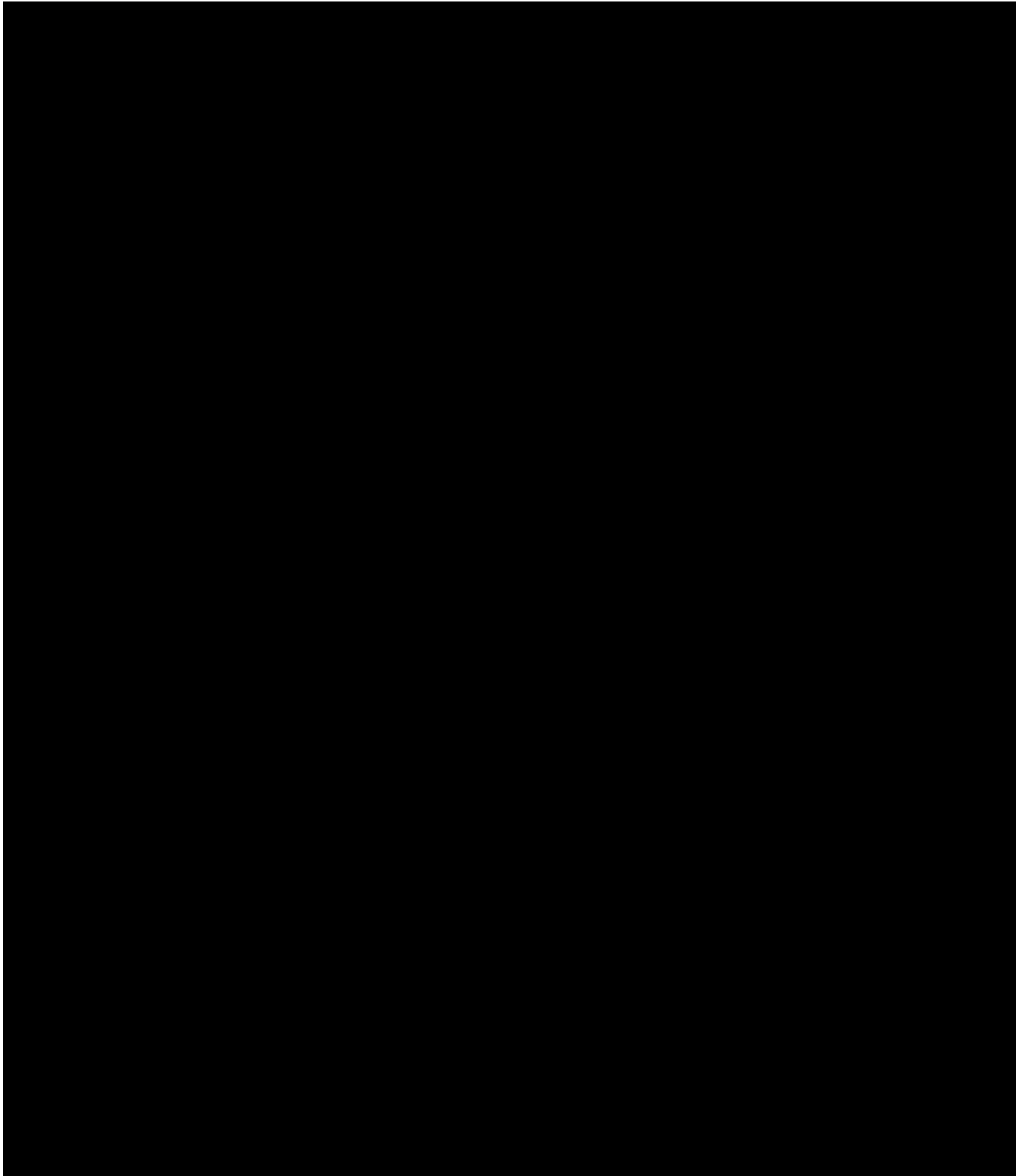




10.0 Appendix GT-2: Grant Thornton Pandemic Response



11.0 Appendix GT-3: Grant Thornton Crisis Management Plan: Table of Contents



APPENDIX E

COST SUBMITTAL RFP 20210723 PROJECT MANGEMENT SUPPORT

Offeror Name: Grant Thornton Public Sector, LLC

1.) The selected Offeror will be compensated on a monthly basis at the fixed-price, hourly rate(s) provided in this Cost

A. The rate card should be completed for each position assigned to the project, identifying position, hourly rate and total estimated hours by position from issuance of the Notice to Proceed through August 2023. The hourly rate shall exclude any travel expenses. The "Total Estimated Project Cost by Position" will calculate automatically, as will the total at the bottom of the cost submittal, based upon values in the "Hourly Rate" and "Total Estimated Hours for Duration of

B. The only additional costs that will be reimbursed are those for PLCB-authorized travel and PLCB-approved related expenses incurred in performing the services and should not be reflected within the hourly rates.

C. Hours provided in this Cost Sheet are estimates only and are used solely for evaluative purposes. Offeror will be compensated based on actual hours consumed at the hourly rates provided, and as subsequently detailed in monthly

2.) Yellow highlighted cells must be completed for each position identified for the project.

3.) Formulas are imbedded in the worksheets. Offerors must input values into yellow cells and notify the Issuing Office of

Please contact the Issuing Officer with any questions or concerns.

Rate Card

Position	Hourly Rate	Total Estimated Hours for Duration of Project	Total Estimated Project Cost by Position
Managing Director	\$ 299.28	210.00	\$62,848.17
Director	\$ 272.07	760.00	\$206,773.20
Manager	\$ 218.93	3,360.00	\$735,604.80
Sr. Associate	\$ 129.41	3,360.00	\$434,817.60
Subject Matter Expert	\$ 294.63	1,760.00	\$518,548.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total Project Cost	\$1,958,592.57
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GRANT THORNTON PUBLIC SECTOR LLC

1000 WILSON BLVD., SUITE 1400

ARLINGTON, VA 22209-3904

D 703 847 7500**F** 703 848 9580**S** [linkedin.com/company/gtpublicsector/](https://www.linkedin.com/company/gtpublicsector/)twitter.com/GTPublicSector

November 29, 2021

Joshua Greene, Issuing Officer
Bureau of Purchasing & Contract Administration Division
Room 312 Northwest Office Building
Harrisburg, PA 17124

Dear Mr. Greene,

We are in receipt of your letter dated November 24, 2021. Thank you for the opportunity to submit a Best and Final Offer (BAFO) on our proposal to provide *Project Management Support for Oracle Enterprise Resource Planning Platform Implementation* in response to Request for Proposals (RFP) 20210723.

We are pleased to provide you with our BAFO cost proposal. Our revised price is \$1,800,215.96. This includes a price reduction of \$158,376.61. Our updated Cost Submittal sheet is attached. This updated pricing includes the same estimated hours for both the core team and reach back to our Subject Matter Experts.

We enjoyed speaking with your team during our interview on November 17, 2021. Grant Thornton is looking forward to working with the Pennsylvania Liquor Control Board (PLCB) further on Project New Horizon.

Sincerely,



Tamara Reynolds
Principal
Grant Thornton Public Sector LLC



Robert Schein
Managing Director
Grant Thornton Public Sector LLC

The information contained within this document is intended only for the entity or person to which it is addressed and contains confidential and/or proprietary material.

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APPENDIX E

BAFO COST SUBMITTAL RFP 20210723 PROJECT MANGEMENT SUPPORT

Offeror Name: Grant Thornton Public Sector, LLC

1.) The selected Offeror will be compensated on a monthly basis at the fixed-price, hourly rate(s) provided in this Cost Sheet, plus approved travel costs.

A. The rate card should be completed for each position assigned to the project, identifying position, hourly rate and total estimated hours by position from issuance of the Notice to Proceed through August 2023. The hourly rate shall exclude any travel expenses. The "Total Estimated Project Cost by Position" will calculate automatically, as will the total at the bottom of the cost submittal, based upon values in the "Hourly Rate" and "Total Estimated Hours for Duration of Project" cells.

B. The only additional costs that will be reimbursed are those for PLCB-authorized travel and PLCB-approved related expenses incurred in performing the services and should not be reflected within the hourly rates.

C. Hours provided in this Cost Sheet are estimates only and are used solely for evaluative purposes. Offeror will be compensated based on actual hours consumed at the hourly rates provided, and as subsequently detailed in monthly invoices.

2.) Yellow highlighted cells must be completed for each position identified for the project.

3.) Formulas are imbedded in the worksheets. Offerors must input values into yellow cells and notify the Issuing Office of any calculation errors or concerns.

Please contact the Issuing Officer with any questions or concerns.

Rate Card

Position	Hourly Rate	Total Estimated Hours for Duration of Project	Total Estimated Project Cost by Position
Managing Director	\$ 299.28	168.00	\$50,279.04
Director	\$ 272.07	676.00	\$183,919.32
Manager	\$ 190.00	3,360.00	\$638,400.00
Sr. Associate	\$ 129.41	3,360.00	\$434,817.60
Subject Matter Expert	\$ 280.00	1,760.00	\$492,800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total Project Cost	\$1,800,215.96
---------------------------	-----------------------



November 5, 2021

Mr. Robert Schein
Managing Director
Grant Thornton Public Sector, LLC
1000 Wilson Boulevard, Suite 1500
Arlington, VA 22209
[REDACTED]

Dear Mr. Schein:

The Pennsylvania Liquor Control Board (“PLCB”) is performing its preliminary evaluation of proposals received in response to Request for Proposals (“RFP”) 20210723, *Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation* issued on September 15, 2021. So that the PLCB may complete the preliminary evaluation, we have determined a need for clarification of your proposal pursuant to Section I-13 of the RFP. This will ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. Please note that all references below to the RFP refer to RFP 20210723.

Please address/clarify the following in your written response:

- Please affirm your understanding that the disclosure restriction on the title page of your proposal as well as the footer on all subsequent pages cannot be accepted by the PLCB or the Commonwealth of Pennsylvania as noted in Section I-15 of the RFP. Any information you wish to remain confidential must be so requested in accordance with the procedure laid out in Section I-15(C) of the RFP.
- In paragraph 3 of Section 7.1 of your Technical Submittal you state: “We understand that the current Oracle EBS stack is being upgraded to version 12.2.9 with anticipated go-live date by January ’22.” This statement is incorrect.

Please clarify this statement as it relates to the RFP, the full scope of services requested the PLCB, and the rest of your proposal.

- In RFP Section III-3, Work Plan, the PLCB specifically requested that Offerors fully describe how each proposed resource will be used over the course of the project, including a breakdown of the estimated number of hours for each resource.

Please provide additional detail to the information provided in Section 7.2 of your proposal to break down the number of hours that will be allocated at each phase of the project to the resources identified in Section 5.3.2 of your Technical Proposal. Do not include any cost information in your response.

Robert Schein, Managing Director

November 5, 2021

Page 2

- Please clarify/confirm your understanding and acceptance that while Part III-5 of the RFP permits you to identify objections to terms and conditions of the contract provided in Part V, the proposal must still be submitted on the basis of the terms as originally written. Additionally, please clarify your understanding that if awarded this Contract, no separate Statement of Work will be entered into by the PLCB.
- The evaluation committee may request to interview the proposed resource(s) via Microsoft Teams prior to selection. Please advise availability of the named proposed resources for a one-hour interview on the following dates and times and provide a list of which resource(s) will be participating:
 - Monday, November 15: 1:00 – 3:00pm
 - Tuesday, November 16: 2:00 – 5:00 pm
 - Wednesday November 17: 3:30 – 5:00 pm
 - Thursday, November 18: 3:00 – 4:00 pm

Please note there is no expectation to appear on camera during these interviews. Interviewers will remain anonymous; however, it should be noted that the panel will include members of the PLCB steering community for Project New Horizon as described in Addendum 1 to the RFP at Q/A #8.

Please provide your compliant response to me via email at [REDACTED] no later than 2:00pm EST on November 9, 2021. Thank you for your assistance.

Sincerely,



Joshua Greene, Issuing Officer
Bureau of Purchasing & Contract Administration Division
Room 312 Northwest Office Building
Harrisburg, PA 17124

GRANT THORNTON PUBLIC SECTOR LLC
1000 WILSON BLVD., SUITE 1400
ARLINGTON, VA
22209-3927
D 703 847 7500
F 703 848 9580
S [linkd.in/grantthorntonus](https://www.linkedin.com/company/grantthornton-us)
twitter.com/grantthorntonus

November 8, 2021

Joshua Greene, Issuing Officer

Bureau of Purchasing & Contract Administration Division
Room 312 Northwest Office Building
Harrisburg, PA 17124

RE: RFP 20210723 Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation

Dear Joshua Greene,

Thank you for giving Grant Thornton Public Sector, LLC. the opportunity to provide clarifications to Pennsylvania Liquor Control Board (PLCB) in order to be responsive to the solicitation requirements. We hope that our written response will help PLCB with their preliminary evaluation efforts.

Please see our below response to PLCB's request for clarification:

- Please affirm your understanding that the disclosure restriction on the title page of your proposal as well as the footer on all subsequent pages cannot be accepted by the PLCB or the Commonwealth of Pennsylvania as noted in Section I-15 of the RFP. Any information you wish to remain confidential must be so requested in accordance with the procedure laid out in Section I-15(C) of the RFP.

Grant Thornton response: Grant Thornton Public Sector, LLC. understands that the disclosure restriction on the title page of our proposal as well as the footer on all subsequent pages will not be accepted by the PLCB or Commonwealth of Pennsylvania. As such, we have removed them in our revised documents. Our original proposal submission included our request for confidential information in section 4.0 - Appendix D, Trade Secret, Confidential, Proprietary Information Notice Form (if applicable), in accordance with the procedure laid out in Section 1-15(C) of the RFP.

- In paragraph 3 of Section 7.1 of your Technical Submittal you state: "We understand that the current Oracle EBS stack is being upgraded to version 12.2.9 with anticipated go-live date by January '22." This statement is incorrect.

Please clarify this statement as it relates to the RFP, the full scope of services requested the PLCB, and the rest of your proposal.

Grant Thornton response: This statement in our proposal was placed in error. Our intended statement is as follows "We understand that Project New Horizon's focus is to transition the PLCB from an on-premise Oracle ERP application stack to a cloud-based ERP solution with multiple scheduled releases around March, July, October 2022 and stores rollout in June of 2023."

- In RFP Section III-3, Work Plan, the PLCB specifically requested that Offerors fully describe how each proposed resource will be used over the course of the project, including a breakdown of the estimated number of hours for each resource.

Please provide additional detail to the information provided in Section 7.2 of your proposal to break down the number of hours that will be allocated at each phase of the project to the resources identified in Section 5.3.2 of your Technical Proposal. Do not include any cost information in your response.

Grant Thornton response: Please see the table below which outlines our proposed phases, phase total hours, resources assigned and estimated number of hours for each resource

Phase	Resource Name	Role	Est Hours allocated
Initiate	Robert Schein	Project Managing Director	35
Initiate	Scott Hale	Project Director	92
Initiate	Trushar Patel	Project Manager	560
Initiate	Steve Rupp	PMO Support	560
Initiate	Bill Behen	Oracle Implementation SME	35
Initiate	Caitlin Wood	Oracle Specialist	293
Initiate Phase total hours			1575
Plan	Robert Schein	Project Managing Director	70
Plan	Scott Hale	Project Director	183
Plan	Trushar Patel	Project Manager	1120
Plan	Steve Rupp	PMO Support	1120
Plan	Bill Behen	Oracle Implementation SME	70
Plan	Caitlin Wood	Oracle Specialist	587
Plan Phase total hours			3150
Execute	Robert Schein	Project Managing Director	70
Execute	Scott Hale	Project Director	183
Execute	Trushar Patel	Project Manager	1120
Execute	Steve Rupp	PMO Support	1120
Execute	Bill Behen	Oracle Implementation SME	70
Execute	Caitlin Wood	Oracle Specialist	587
Execute Phase total hours			3150
Monitor & Control	Robert Schein	Project Managing Director	35
Monitor & Control	Scott Hale	Project Director	92
Monitor & Control	Trushar Patel	Project Manager	560
Monitor & Control	Steve Rupp	PMO Support	560
Monitor & Control	Bill Behen	Oracle Implementation SME	35
Monitor & Control	Caitlin Wood	Oracle Specialist	293
Monitor & Control Phase total hours			1575

- Please clarify/confirm your understanding and acceptance that while Part III-5 of the RFP permits you to identify objections to terms and conditions of the contract provided in Part V, the proposal must still be submitted on the basis of the terms as originally written. Additionally, please clarify your understanding that if awarded this Contract, no separate Statement of Work will be entered into by the PLCB.

Grant Thornton response: Grant Thornton Public Sector, LLC confirms our understanding and acceptance that the proposal submitted is on the basis of the terms as originally written. Additionally, we understand that if awarded this

Contract, a separate Statement of Work will not be provided by PLCB. Any exceptions or objections have been submitted in our original response (refer to section 8.3 Objections and Additions to Standard Contract Terms and Conditions III-5).

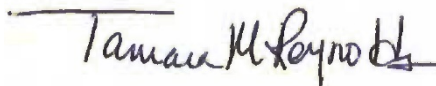
- The evaluation committee may request to interview the proposed resource(s) via Microsoft Teams prior to selection. Please advise availability of the named proposed resources for a one-hour interview on the following dates and times and provide a list of which resource(s) will be participating:
 - Monday, November 15: 1:00 – 3:00pm
 - Tuesday, November 16: 2:00 – 5:00 pm
 - Wednesday November 17: 3:30 – 5:00 pm
 - Thursday, November 18: 3:00 – 4:00 pm

Grant Thornton response: Our team will be available for interview on Wednesday, Nov 17: 3:30-5:00 pm or Thursday, November 18: 3:00-4:00 pm. Should the committee request an interview, we kindly request an outline or agenda of the interview meeting along with any specific topic areas that the PLCB evaluation committee will be interested in. This information will help our team come prepared to address any questions or concerns PLCB evaluation committee may have.

Our proposal team has updated our original proposal with the clarifications in line with our responses above. We have attached a version with trackable changes so that the PLCB evaluation committee can see our clarifications. In addition, we have attached a clean and revised version of our updated proposal for your review.

We appreciate this opportunity and please do not hesitate to contact us should you have any questions.

Sincerely,



Tamara Reynolds
Managing Principal

T [REDACTED] | E [REDACTED]



Robert Schein
Managing Director

T [REDACTED] | E [REDACTED]

REQUEST TO ADVERTISE SOLICITATION: 20210723

General Information

Department: Procurement
 Date Prepared: 09/15/21 Type: RFP
 Advertisement Type : Service
 Solicitation# : 20210723 Solicitation Title : PM Support for Oracle Cloud ERP Implementation

Description : The PLCB seeks one or more qualified, competent and experienced project managers to enable the PLCB to successfully manage, plan, monitor and execute its responsibilities with regard to an on-going ERP implementation project known as Project New Horizon. Project New Horizon's focus is to transition the PLCB from an on-premise Oracle ERP application stack to a cloud-based ERP solution. The project manager(s) will operate as part of a larger program management team including Oracle, Deloitte and CMG project managers to ensure PLCB business teams are engaged throughout the implementation to ensure effective and efficient management of PLCB-owned tasks within the comprehensive Project New Horizon Master Project Plan.

Department Information

Department/Agency : Liquor Control Board Delivery Location :
 County (if applicable) : Duration : 23 months

Contact Information

First Name : Joshua Last Name: Greene
 Phone Number : [Redacted] Email : [Redacted]

Bid Information

Solicitation Start Date: 09/15/21 Solicitation End Date : 10/20/21
 Bid Opening Date : 10/20/21 Bid Opening Time : 1:15 PM
 Bid Opening Location: Rfp Openings Are Not Public
 No. of Flyers: (# of bid versions) 1

Check here if this Solicitation is in SRM

Amended Date: 10/06/21

Close Window



December 20, 2021

Mr. Robert Schein
Managing Director
Grant Thornton Public Sector, LLC
1000 Wilson Boulevard, Suite 1500
Arlington, VA 22209
[REDACTED]

Re: Contract No. 20210723/PO No. 63021851

Dear Mr. Schein,

Attached is your approved copies of Contract No. 20210723 and Purchase Order (PO) No. 63021851 for the Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation. All terms and conditions contained in Contract No. 20210723 apply to this PO.

You are authorized to proceed with the requirements of the attached contract. The effective term of the contract is December 17, 2021 through September 1, 2023.

The PLCB's Project Manager for the attached contract is Elizabeth Brassell, Director of Policy and Communications. Ms. Brassell may be contacted at [REDACTED] or by email at [REDACTED].

Upon delivery of service, please email an invoice itemized by PO line item to:

Elizabeth Brassell at [REDACTED].

The invoice should include only the itemized amounts due under the PO.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Joshua Greene'.

Joshua Greene, Issuing Officer for Melinda A. John, Manager
Purchasing & Contract Administration Division

Attachments