

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

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TABLE OF CONTENTS

CALENDAR OF EVENTS	iv
Part I—GENERAL INFORMATION	1
Part II—CRITERIA FOR SELECTION	10
Part III—TECHNICAL SUBMITTAL	13
Part IV – COST SUBMITTAL	18
Part V – CONTRACT TERMS AND CONDITIONS	20

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 josgreene@pa.gov from the date of issuance up to, and including, this date and time.	Potential Offerors	All questions must be submitted by 12:00PM ET on 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, josgrecene@pa.gov, 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
			\$0.00
			\$0.00
			\$0.00

Total Project Cost	\$0.00
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**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.

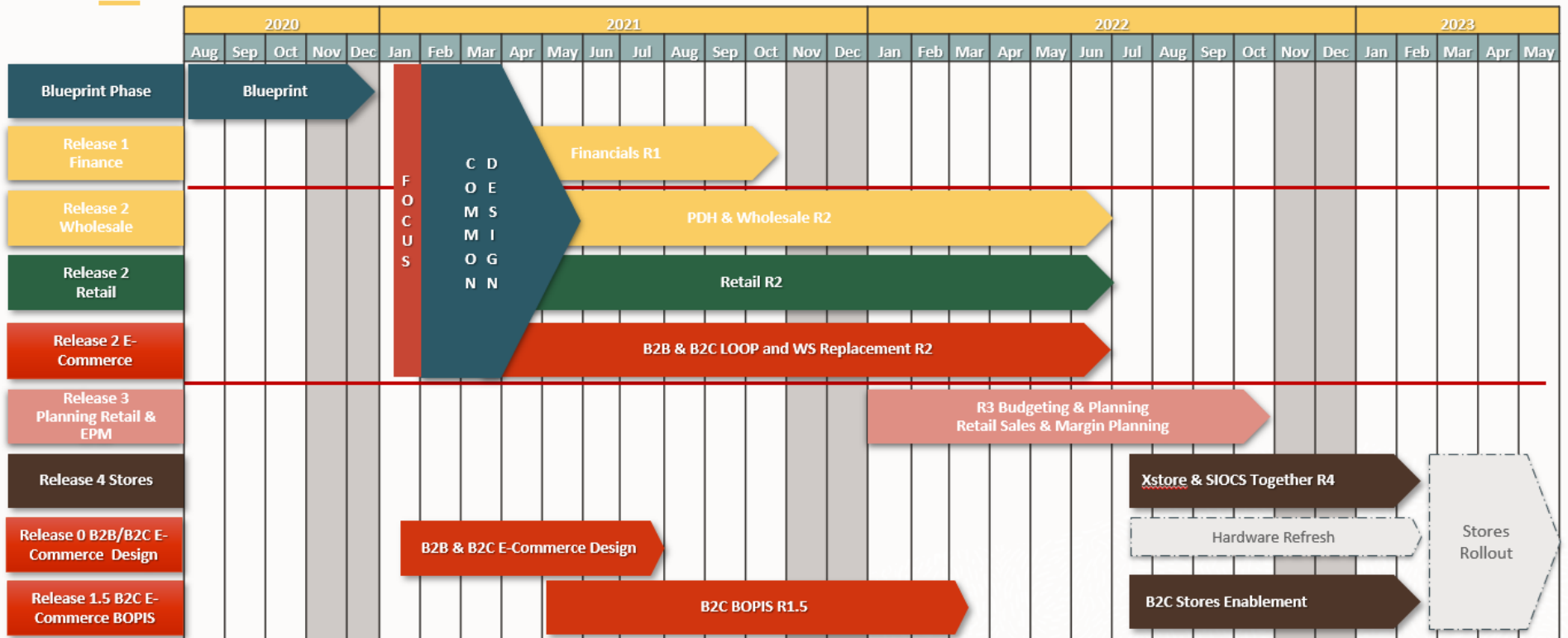
Evidence of such diversity status can be evidenced by providing, as applicable: a birth certificate, passport, driver's license, naturalization papers, tribal card, military records, or documentation from a licensed vocational rehabilitation specialist, an agency that issues disability benefits or a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