

## CONTRACT TERMS AND CONDITIONS

This Contract for Services (“Contract”) is made and entered into as of October 25, 2022 by and between the Pennsylvania Liquor Control Board (“PLCB” or “Customer”), with offices located at 901 Capital Street, Harrisburg, Pennsylvania 17124, and AVAAP U.S.A. LLC, with offices at 1400 Goodale Boulevard, Suite 100, Columbus, Ohio 43212 (“Contractor”) (each, a “Party” and collectively, the “Parties”).

WHEREAS, PLCB issued RFP# 270005 on May 26, 2022 (“RFP”) for **Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation** (“Services”);

WHEREAS, Contractor provides such Professional 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, 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, including any addenda thereto, 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 for one year with up to four twelve-month extension options which may be exercised in monthly or yearly increments 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# 270005.
- g. Days: unless specifically indicated otherwise, days mean calendar days.
- h. Deliverable: a required Deliverable as set forth in RFP# 270005.
- 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. Portal: refers to the PLCB's online self-service Oracle Supplier Portal.

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

o. 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. 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.

#### **7. 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.

## 8. COMPENSATION

- a. The Contractor will be compensated at the rates set forth in the Contractor's final Cost Submittal. The rates set forth in the Cost Submittal reflect the hourly rate for Services. 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.
- c. Contractor shall be reimbursed for any travel expense incurred while performing these Services in accordance with the Commonwealth of Pennsylvania's official Travel Policy known as [Management Directive 230.10](#). Contractor will make best efforts to mitigate expenses while traveling and acknowledges that no alcohol will be reimbursed by the PLCB under any circumstances.

## 9. BILLING REQUIREMENTS

All invoicing shall occur electronically in the Portal. Upon delivery of service, an invoice itemized by Purchase Order line item should be created and submitted via the PLCB's Supplier Portal. The invoice should include only the itemized amounts due under the Purchase Order. The Purchase Order and Notice to Proceed must be acknowledged in the Supplier Portal by the Contractor before any invoices can be submitted.

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

If assistance is needed to create and submit an invoice via the Portal, please review the course on how suppliers enter an invoice in the Portal and/or quick reference guide located on the PLCB's public website at the following link:

[ERP Resources for Goods and Services Suppliers \(pa.gov\)](#)

## 10. 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 Portal.
- 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 the Portal is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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, including discontinuance by the approved individual data governance professional and failure of the parties to agree on a qualified substitution.

- 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.

## **16. 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.

## **17. 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.



## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## 22. 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.

### **23. 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



## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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 30 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.

### **31. 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:

AVAAP U.S.A., LLC  
1400 Goodale Boulevard, Suite 100  
Columbus, Ohio 43212
- 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](mailto:ra-lblegal@pa.gov)

### **32. 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.

### **33. 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).

### **34. 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.

### **35. 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.

**AVAAP U.S.A. LLC**

Steve A Csuka  
Signature

Steve Csuka  
Printed Name

CEO  
Title

**Pennsylvania Liquor Control Board:**

Michael Demko  
Signature

Michael Demko

Executive Director

**APPROVED AS TO FORM AND LEGALITY:**

David E. Stover  
PLCB Office of Chief Counsel

David E. Stover  
Office of Attorney General  
Date

Digitally signed by David E. Stover,  
Senior Deputy Attorney General  
Date: 2022.10.25 14:58:41 -04'00'

**APPROVED FOR FISCAL RESPONSIBILITY AND BUDGETARY APPROPRIATENESS:**

To Be Affixed Electronically  
Comptroller



Order	<b>80000729</b>
Revision	<b>0</b>
Type	<b>Non-Merchandise Order</b>
Order Date	<b>29-SEP-2022</b>
Purchasing Agent	<b>Greene, Joshua</b>
Revision Date	
Revised By	

Supplier: **AVAAP USA LLC**  
**1400 Goodale Blvd Ste 100**  
**Bexley, OH 43212**  
**US**

Ship To:

Bill To: **PLCB Main Office**  
**910 CAPITOL ST**  
**Harrisburg, PA 17124**  
**US**

Supplier No.	Payment Terms	Freight Terms	FOB	Ship Via
	<b>Net 45</b>	<b>None</b>		
Supplier Contact and Telephone #	Purchasing Agent, Email Address and Telephone #			
	<b>Greene, Joshua</b>			

**Notes:** THIS PURCHASE ORDER IS IN ACCORDANCE WITH RFP NO. 270005, "DATA GOVERNANCE SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM IMPLEMENTATION."

PRICING AS PER ATTACHED COST SUBMITTAL:  
 \$395,200.00

THIS IS AN ESTIMATED CONTRACT

THIS CONTRACT IS COMPRISED OF THE FOLLOWING DOCUMENTS, WHICH ARE LISTED IN ORDER OF PRECEDENCE IN THE EVENT OF A CONFLICT BETWEEN THESE DOCUMENTS:

- A. CONTRACT NO. 270005, "DATA GOVERNANCE SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM IMPLEMENTATION".
- B. THE STANDARD CONTRACT TERMS AND CONDITIONS
- C. THE CONTRACTOR'S COST SUBMITTAL
- D. THE RFP AND ANY ADDENDA, INCLUDING ALL REFERENCED APPENDICES



E. THE CONTRACTOR'S TECHNICAL SUBMITTAL  
AND ANY ADDENDA, IF APPLICABLE

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

CONTRACT TERM: PO APPROVAL THROUGH 1  
YEAR FOLLOWING THE DATE OF THE NOTICE TO  
PROCEED. TO BE AFFIXED TO CONTRACT UPON  
PO APPROVAL.

CONTACT PERSON: JEFF BROWN, VICE PRESIDENT  
CONTACT PHONE: [REDACTED]  
EMAIL: [REDACTED]

PLCB CONTACT PERSON: MICHAEL DEMKO,  
EXECUTIVE DIRECTOR  
CONTACT PHONE: [REDACTED]  
EMAIL: [REDACTED]

PLCB ISSUING OFFICER: JOSHUA GREENE  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

UPON DELIVERY OF THE ITEM(S) OR SERVICE(S),  
PLEASE CREATE AND SUBMIT YOUR INVOICE VIA  
THE PLCB'S NEW SUPPLIER PORTAL.

IF ASSISTANCE IS NEEDED TO CREATE AND  
SUBMIT AN INVOICE VIA THE NEW SUPPLIER  
PORTAL, PLEASE REVIEW THE COURSE ON HOW  
SUPPLIERS ENTER AN INVOICE IN THE PLCB'S  
NEW ORACLE SUPPLIER PORTAL AND/OR QUICK  
REFERENCE GUIDE LOCATED ON PLCB'S PUBLIC  
WEBSITE.

<https://www.lcb.pa.gov/JoinOurTeam/Pages/ERP-Resources-for-Goods-and-Services-Suppliers.aspx>

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

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

ALL PRICES AND AMOUNTS ON THIS ORDER ARE  
EXPRESSED IN USD

Reference Documents: 2 RFP270005 Advertisement.pdf  
 3 RFP270005 Data Governance FINAL with All Appendices.pdf  
 4 RFP270005 Addendum No 1\_6-17-22.pdf  
 10 PLCB Avaap BAFO Response with Cost Submittal\_8-25-22.pdf  
 6 RFP270005 Technical Submittal from AVAAP.pdf  
 7 APPENDIX D - Avaap Cost Submittal.xls  
 8 Interview Request Letter for Avaap USA\_8-10-22.pdf  
 9 BAFO Letter for Avaap\_8-23-22.pdf  
 1 Contract 270005 Data Gov. Contract for Service\_Final.pdf  
 5 RFP270005 Addendum No 2\_7-8-22.pdf

All prices and amounts on this order are expressed in USD

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
1	FY22-DATA GOVERNANCE PROFESSIONAL	Needed: 12-OCT-2022 00:00:00	2079	HR	190	395010
Ship To: Use the ship-to address at the top of page 1						
2	FY22-TRAVEL EXPENSE	Needed: 12-OCT-2022 00:00:00	39420	Ea	1	39420
Ship To: Use the ship-to address at the top of page 1						
3	FY23-DATA GOVERNANCE PROFESSIONAL	Needed: 01-JUL-2023 00:00:00	1	HR	190	190
Ship To: Use the ship-to address at the top of page 1						
4	FY23-TRAVEL EXPENSE	Needed: 01-JUL-2023 00:00:00	100	Ea	1	100

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
<p>Ship To: Use the ship-to address at the top of page 1</p>						
						<b>Total: 434720 (USD)</b>

**REQUEST FOR PROPOSALS FOR**

**DATA GOVERNANCE 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: 270005**

**DATE OF ISSUANCE**

**MAY 26, 2022**

**REQUEST FOR PROPOSALS FOR  
DATA GOVERNANCE SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE  
PLANNING PLATFORM IMPLEMENTATION**

**TABLE OF CONTENTS**

<b>CALENDAR OF EVENTS</b>	<b>iv</b>
<b>Part I—GENERAL INFORMATION</b>	<b>1</b>
<b>Part II—CRITERIA FOR SELECTION</b>	<b>11</b>
<b>Part III—TECHNICAL SUBMITTAL</b>	<b>15</b>
<b>Part IV – COST SUBMITTAL</b>	<b>20</b>
<b>Part V – CONTRACT TERMS AND CONDITIONS</b>	<b>22</b>

## **APPENDICES**

**APPENDIX A, PROPOSAL COVER SHEET**

**APPENDIX B, CORPORATE SIGNATORY DELEGATION AUTHORIZATION FORM**

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

**APPENDIX D, COST SUBMITTAL**

**APPENDIX E, DATA GOVERNANCE STRATEGY**

**APPENDIX F, DATA GOVERNANCE PLAYBOOK**

## CALENDAR OF EVENTS

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

<b>Activity</b>	<b>Responsibility</b>	<b>Date</b>
Questions pertaining to this RFP can be submitted as they arise via email to Issuing Officer Joshua Greene at [REDACTED] from the date of issuance up to, and including, this date and time.	Potential Offerors	All questions must be submitted by 12:00PM ET on June 10, 2022.
Answers to questions from Potential Offerors will be posted on an ongoing basis to the Department of General Services eMarketplace website at <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> with final posting no later than this date.	Issuing Office	All answers will be provided by 4:00PM ET on June 17, 2022.
Please monitor website for all communications regarding the RFP.	Potential Offerors	Regularly until proposal due date.
Proposal must be electronically submitted via upload through the PLCB's online self-service Oracle Supplier Portal.	Offerors	Proposals must be received at PLCB by 1:00PM ET on July 8, 2022.

## 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 **Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation (“Project”)**. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** The PLCB (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Joshua Greene, Purchasing and Contracting Administration Division, Room 312 Northwest Office Building, Harrisburg, PA 17124, [REDACTED], who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

The Issuing Office will be utilizing eMarketplace as well as the PLCB’s online self-service Oracle Supplier Portal (“Portal”) to post this RFP, its appendices, and any related addenda or information. eMarketplace can be found at:

<http://www.emarketplace.state.pa.us/Search.aspx>. Information about accessing the Portal is provided in Section IV-4 of this RFP. All proposals must be submitted via the Portal as described in Section I-10 below.

**I-3. Overview of Project.**

**A. General.** 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 a qualified, competent, and experienced data governance professional to provide data governance and master data management strategic and organizational leadership to ensure that the PLCB’s data objectives and standards are developed, maintained, and met in a manner that serves the PLCB’s best interests.

The data governance professional will be responsible for directing all activities associated with data governance and master data management, working alongside other key agency stakeholders in the design, review, and execution of various projects and business processes. This individual will participate in meetings with various stakeholders to build on an initial data governance strategy and organizational framework (See **Appendix E - Data Governance Strategy** and **Appendix F - Data Governance Playbook**) and discuss various data-related projects, serving as the PLCB’s principal strategic advisor relating to the input, review, production, storage, usage, and integrity of data.



Furthermore, the individual will review various data challenges and business objectives related to data management and incorporate such objectives into data governance strategies and processes.

**B. Specific.** This Project requires one full-time individual exclusively committed to data governance and master data management. For purposes of clarity, regular working hours are expected to be from 8:00 a.m. through 5:00 p.m. Monday through Friday, with the exception of holidays recognized by the PLCB and scheduled and approved time off. The data governance professional shall be available for consultation or performance of other duties in the event of emergencies or maintenance activities that may occur outside of the regular working hours noted above.

Most PLCB employees engaged in data governance and management roles telecommute full- or part-time; however, in-person meetings in Harrisburg, Pennsylvania may be scheduled, depending on public health circumstances. Contractor should ensure flexibility in its proposal relative to these factors.

- 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**, containing the Contract Terms and Conditions as shown in **Part V**. 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 270005 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.

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 and the Portal. 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 and the Portal as addenda to the RFP.

**I-9. Response Date.** To be considered for selection, electronic proposal submissions as described in **Section I-10** must be received by the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office **will not** accept any physical submissions such as hard copy paper or digital media such as flash drives, nor any emailed submissions. The Issuing Office will reject any late proposals.

**I-10. Proposal Requirements.**

**A. Proposal Submission:** To be considered, Offerors must submit their proposal through the Portal. See the **Supplier Registration Section IV-V** below for more information about accessing the Portal and registering as a Supplier.

The Offeror shall make no other distribution of its proposal to any other Offeror or any Commonwealth official or Commonwealth consultant. 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 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 by the Issuing Officer via email prior to the exact hour and date specified for proposal receipt.

**B. Proposal Format:** Offerors must submit their proposals directly into the Portal. To be considered, the proposal must respond to all proposal requirements. Except as specified in **Part III-7 Financial Capability**, **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. All necessary appendices to the Technical Submittal must be uploaded to the Portal.

Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an additional 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 proposal shall consist of the following:

1. Technical Submittal, in response to **Part III**, including the following complete, signed appendices. All appendices must be uploaded to the Portal as separate files.
  - a. **Appendix A, Proposal Cover Sheet**
  - b. **Appendix B, Corporate Signatory Delegation Authorization Form** (if applicable, or other signatory delegation document as identified in II-1(B) below).
  - c. **Appendix C, Trade Secret, Confidential, Proprietary Information Notice Form (if applicable)**
  - d. **Any other Appendix requested by the PLCB in Part III of this RFP and/or any additional appendices submitted by Offeror as additional information per this Section I-10(B).**
  
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.

**If a written statement and redacted version of the proposal is not submitted at the time of the proposal submission, the proposal will be subject to release as submitted with only the financial capability redacted.**

**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 for exemption under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix C** 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.
- D. Price reductions offered through any Best and Final Cost Offer shall have no effect upon the Offeror’s Technical Submittal.

**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. Offeror's Provision of the Services.** 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 after one year; however, the PLCB, at its sole option, may renew the contract for up to four additional option years, which may be exercised in single or multiple monthly or yearly 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 PLCB 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 and any proposed subcontractor 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 neither has made, under separate contract with the Issuing Office, any recommendations to the PLCB concerning the need for the services described in its proposal or the specifications for the services described in this RFP.
  - B.** Offeror has not disclosed and will not disclose any details about its proposal or about 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 employee or agent of the Commonwealth. This obligation ceases only upon release by the Issuing Office of a Notice of Award of a fully approved and executed contract.
  - C.** If selected for contract negotiations as provided in Section I-22 of this RFP, Offeror will execute a certification that it is not on the then-current list of persons engaged in investment activities in Iran, which list is created by the Pennsylvania Department of General Services pursuant to Section 3503 of the Procurement Code, and that it is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code. Alternatively, such Offeror may demonstrate that it has received an exception from the certification requirement for this solicitation pursuant to Section

3503(e) of the Procurement Code. The PLCB will supply the required Iran-Free Procurement Certification Form to the Offeror(s) selected for contract negotiations.

- D.** 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.
- E.** 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.
- F.** 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, nor to any employees or agents of the Commonwealth, and the Offeror shall not disclose any of these items except to the Issuing Office prior to the release by the Issuing Office of a Notice of Award of a fully approved and executed contract.
- G.** 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.
- H.** 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.
- I.** 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.
- J.** 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.
- K.** 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.

- L. 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.
- M. By submitting its proposal, the Offeror certifies that it is currently compliant with applicable Commonwealth of Pennsylvania labor and workforce safety laws.
- N. 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.
- O. 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 Status.**

- A. **Selection for 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. **Notice of Award of Contract.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has released the fully approved and executed contract.

**I-23. Debriefing Conferences.** Upon notification of award as described in Section I-22(B) above, Offerors who were not awarded a contract 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 released by the Issuing Office. 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, in accordance with Commonwealth law. Include a properly signed **Appendix A Cover Sheet** and **Appendix B Corporate Signatory Delegation Authorization** or similar supporting documentation as needed.

**The following information is offered to assist Offerors in ensuring proposals are properly signed and substantiated, but is not, and may not be construed as, legal advice:**

- a. If the Offeror is a corporation, Appendix A Cover Sheet must be signed by corporation's president or a vice president *and* a secretary, assistant secretary, treasurer, or assistant treasurer. If the two above-listed signatures are not provided, then the proposal should include a copy of a document which provides evidence from which the Issuing Office may reasonably infer signature authority (including but not limited to corporate bylaws, or a corporate resolution).
- b. When the Offeror is a limited liability company, the Appendix A Cover Sheet must be signed by a duly identified member or manager of the LLC. If the LLC is member-managed, a member must sign. If the LLC is manager-managed, a member cannot bind the LLC; a manager must sign.
- c. When the Offeror is a general partnership, the Appendix A Cover Sheet may be signed by any partner. When the Offeror is a limited partnership, the Appendix A Cover Sheet must be signed by a duly identified general partner. Any other signatories must be substantiated with a valid power of attorney signed by a partner or general partner.
- d. An entity operating under a fictitious name can be bound only according to the instructions applicable to the type of organization. Indicate the name of the person or entity owning and registering the fictitious name (e.g.; Doe Corporation, d/b/a The Corner Store) so that the authority of the signatories is clear.

**II-2. Technical Nonconforming Proposals.** The Mandatory Responsiveness Requirements set forth in **Section II-1** above are the only RFP requirements that the PLCB 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 **Personnel Qualifications, 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. Points are then awarded to other proposals on a proportional pro-rated basis.

**1. Personnel Qualifications.** This category includes a determination about the personnel who will be assigned to the project and whether they have the experience, educational background, and record of past accomplishments appropriate to the scope of this project.

**2. 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.

**3. Soundness of Approach.** Emphasis here is on the proposed methods and plan for supporting the Project. Key factors include but are not limited to soundness of Offeror responses to the tasks identified in Section III-3, Work Plan.

**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. Points are then awarded to other proposals on a proportional pro-rated basis.

**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's failure or refusal to provide financial information despite the protections of the Pennsylvania Right to Know Law may thus adversely impact the evaluation committee's technical score and/or the Issuing Office's determination of that Offeror's financial responsibility.

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

The PLCB seeks a qualified, competent and experienced data governance professional to provide data governance and master data management strategic and organizational leadership to ensure that the PLCB's data objectives and standards are developed, maintained and met in a manner that serves the PLCB's best interests.

The data governance professional will be responsible for directing all activities associated with data governance and master data management, working alongside other key agency stakeholders in the design, review and execution of various projects and business processes. This individual will participate in meetings with various stakeholders to build on an initial data governance strategy and organizational framework (See **Appendix E - Data Governance Strategy** and **Appendix F - Data Governance Playbook**) and discuss various data-related projects, serving as the PLCB's principal strategic advisor relating to the input, review, production, storage, usage and integrity of data.

Furthermore, the individual will review various data challenges and business objectives related to data management and incorporate such objectives into data governance strategies and processes.

#### 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 or the qualifications of the individual professional being proposed for the Project. List any current contracts that may present a conflict of interest. An organizational chart should be included that identifies the personnel who will perform the work.
- B. **Personnel.** Identify the professional who will be engaged in the work, including the employee's name and, through a detailed resume or similar document, the candidate's educational and professional credentials, including relevant certifications, if any. If Offeror is a company, indicate how long the designated professional being assigned to this project has been with your company.

Indicate the responsibilities the individual will have in this Project and how long he or she 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 the nominated individual in accordance with **Section I-16** of this RFP.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right to Know Law. This includes home addresses and phone numbers, Social Security Numbers, Drivers' License

numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, etc. If the PLCB requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

- C. **Prior Experience of Proposed Individual.** The successful Offeror will be expected to propose an individual with experience and references of work performed that demonstrate at minimum five years of experience in a major retail or wholesale organization with large-scale data or project management oversight experience, as well as at least two years in a senior management role with transformation leadership experience. Additional requirements include knowledge of data quality, integrity and protection best practices; master data management and data governance organizational best practices; and understanding of technology and analytics issues related to management of enterprise data.

The Offeror must provide three detailed examples of recent (within the last 1-3 years) data governance services performed by the nominated individual 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
3. Project Start and End Dates
4. Client Name and contact information, including phone and email, for reference purposes.

E. **Substitutions.** The PLCB must approve or disapprove all staffing substitutions and changes. Once the approved data governance professional is assigned to this Project, the selected Offeror may not re-assign this asset to another project without prior written consent from the PLCB. The PLCB has the right to require replacement of the data governance professional in the event of unacceptable performance of the work.

Any planned staffing substitutions must be submitted to the PLCB Project Manager forty-five business days prior to the substituted or replaced staff starting work. The PLCB must not incur any Project delays due to knowledge transfer to new Offeror personnel resulting from staffing substitutions or replacement.

- 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. 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.

**A. Data Governance Strategic Leadership.** The data governance professional will lead and manage all PLCB data governance activities, developing, maintaining, implementing and monitoring data governance and master data management strategic plans and staffing models, in coordination with PLCB leadership and based on business needs.

1. Evaluate existing agency capabilities, processes and infrastructure, across all levels of the organization, to identify areas of improvement and determine staffing needs, ultimately building a data governance framework and organization to ensure data integrity and consistency.
2. Develop a data governance and master data management roadmap identifying key challenges, opportunities and plans for growth and improvement over time.
3. Implement and monitor business processes and foster an organizational culture to reinforce data management roles and ensure accountability for data integrity and accuracy.
4. Evaluate data accuracy and integrity, developing and managing appropriate and executable plans for data cleansing. Solve cross-domain data governance issues and escalate as needed.
5. Liaise with all levels of PLCB staff – including executive leadership, management/supervisors, IT staff and business/functional subject matter experts – to ensure standards for data quality and protection are adopted effectively.
6. Establish and maintain a framework of regular data governance meetings and reports to ensure collaborative review of data governance practices and processes, appropriate and timely escalation of data management issues and recommendations for changes and effective downstream communication of changes to data management practices, standards and processes.

**B. Project Management Tasks and Responsibilities.** The data governance professional will develop and maintain project plans; determine the scope of projects, including cost and budget estimates, and schedules; document the overall requirements and anticipated benefits; ensure that technical skills and resources are utilized to complete the project within established time frames; monitor and report on progress against the established plan; and resolve critical issues and conducts formal reviews at critical milestones.

**C. Policy Development Tasks and Responsibilities.** The data governance professional will develop and implement policies, plans and standards related to data management and data governance; develop and approve standards related to sharing requirements; and make changes to policies, plans and standards as necessary to ensure alignment with established goals.



**D. Data Infrastructure Development and Maintenance Tasks and Responsibilities.**

The data governance professional will evaluate existing data storage, maintenance, access, retention and analytics infrastructures and policies/practices and provide recommendations for new or upgraded technology to optimize efficiency, accuracy, consistency and cost of data access and analysis to suit business needs and priorities.

**E. Requirements.** Personnel identified for this Project should have demonstrated relevant experience in wholesale and/or retail environments.

**F. 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**, and costs for this project will be paid at a flat hourly rate. Offerors are to provide a rate card at **Appendix D - Cost Submittal Worksheet**, with the express understanding that all compensation for this project will be limited to hours actually worked multiplied by the agreed hourly rate(s). In the event that travel is necessary to perform the services, such terms will be negotiated at a later date. 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 invoicing shall occur electronically in the PLCB supplier portal. Upon delivery of service, an invoice itemized by Purchase Order line item should be created and submitted via the PLCB's Supplier Portal. The invoice should include only the itemized amounts due under the Purchase Order. The Purchase Order and Notice to Proceed must be acknowledged in the Supplier Portal by the Contractor before any invoices can be submitted. 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 in the Portal as a "Non-Merchandise" supplier of goods and services. Registration must be completed before a proposal can be submitted or a Purchase Order (PO) fully executed. Information on how to register and related training can be found by clicking the link below. **(Please note: A PLCB Supplier number will NOT be immediately generated upon submission of registration. The request will be processed by the LB Supplier unit within 3-5 business days from date received. It is recommended that potential Offeror's allow sufficient time to register before the proposal deadline.)**

[ERP Resources for Goods and Services Suppliers \(pa.gov\)](#)

**IV-5. Portal.** After registration, the Selected Offeror will use the Portal to submit the proposal, manage and update account information, upload and view invoices, view and acknowledge purchase orders and related documents, view and track payment information and status.

It is the Selected Offeror's responsibility to ensure that the supplier information contained in the Portal is accurate and complete. **Failure to update the Portal 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 \_\_\_\_\_, 2022 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# 270005 on \_\_\_\_\_, 2022 (“RFP”) for **Data Governance 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 for one year with up to four twelve-month extension options which may be exercised in monthly or yearly increments 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# 270005.
- g. Days: unless specifically indicated otherwise, days mean calendar days.
- h. Deliverable: a required Deliverable as set forth in RFP# 270005.
- 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. 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.

#### **7. 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.

## 8. COMPENSATION

- a. The Contractor will be compensated at the rates set forth in the Contractor's final Cost Submittal. The rates set forth in the Cost Submittal reflect the hourly rate for Services. 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.

## 9. BILLING REQUIREMENTS

All invoicing shall occur electronically in the Portal. Upon delivery of service, an invoice itemized by Purchase Order line item should be created and submitted via the PLCB's Supplier Portal. The invoice should include only the itemized amounts due under the Purchase Order. The Purchase Order and Notice to Proceed must be acknowledged in the Supplier Portal by the Contractor before any invoices can be submitted.

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

If assistance is needed to create and submit an invoice via the Portal, please review the course on how suppliers enter an invoice in the Portal and/or quick reference guide located on the PLCB's public website at the following link:

[ERP Resources for Goods and Services Suppliers \(pa.gov\)](#)

## 10. 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 Portal.
  - 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 the Portal is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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, including discontinuance by the approved individual data governance professional and failure of the parties to agree on a qualified substitution.
- 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## 22. 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.

### **23. 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

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

### **31. 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](mailto:ra-lblegal@pa.gov)

### **32. 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.

### **33. 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).

### **34. 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.

### **35. 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  
LIQUOR CONTROL BOARD  
RFP #270005**

The technical and cost submittals provided with this document constitute the complete proposal of the Offeror identified below for the above-referenced RFP:

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

<b>Submittals Enclosed:</b>	
Δ	Technical Submittal
Δ	Cost Submittal

<b><i>Signature</i></b>	
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 # 270005**

**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**

**TRADE SECRET/CONFIDENTIAL  
PROPRIETARY INFORMATION NOTICE**

**PLCB RFP # 270005**

**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 D**

### **COST SUBMITTAL TEMPLATE**

Offeror Name: \_\_\_\_\_

- 1.) All yellow highlighted cell on worksheets must be completed.
- 2.) Payments for this Contract will be based on a fixed-price, hourly rate.
- 3.) Regular working hours are expected to be from 8:00am through 5:00pm Monday through Friday, with the exception of holidays recognized by the PLCB and scheduled and approved time off.
- 4.) Estimated Total for Year 1 based on an average of 40 hours per week paid monthly in arrears for 12 months.
- 5.) Formulas are imbedded in the worksheets. Offerors must verify that all calculations and costs are accurate.

**Please contact the Issuing Officer with any questions or concerns.**

<b>Rate Card</b>		
<b>Position/Resource</b>	<b>Hourly Rate</b>	<b>Estimated Total for Year 1</b>
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
<b>YEAR 1 COMBINED TOTAL</b>		\$0.00

**APPENDIX E**

**DATA GOVERNANCE STRATEGY**

**PLCB RFP # 270005**



# **PLCB Blueprint Phase**

## **Data Governance Strategy**

**Version 3.0**

**Published v1 10/23/20**

**Updated v2 11/02/20**

**Updated v3 11/05/20**

The software described in this documentation is furnished under a license agreement and may be used only in accordance with the terms of the agreement.

**World  
Headquarters:**

500 Oracle Parkway  
Redwood Shores CA,  
94065

No part of this documentation may be reproduced or transmitted in any form or by any means without the express written permission of Oracle Retail.

Information in this documentation is subject to change without notice.

Oracle Retail provides product documentation in a read-only-format to ensure content integrity.

**Retail Global  
Business Unit  
Headquarters:**

900 Second Avenue South  
Suite 900  
Minneapolis, MN 55402

Oracle Retail® Predictive Application Server™ is a trademark of Oracle USA, Inc.

Oracle and the Oracle logo are registered trademarks of Oracle USA, Inc.

©2020 Oracle USA, Inc. All rights reserved.

All other product names mentioned are trademarks or registered trademarks of their respective owners and should be treated as such.

Printed in the United States of America



## Document Control

### Change Control Log

Version	Owner	Date	Change
0.0	Catherine Ziegler	09/29/20	Initial Version
1.0	Manoj Agnihotri/Anoop Sukumaran	10/21/20	Made updates to address the PLCB team's feedback from Oct 16
2.0	Team	11/02/20	Made updates to address the PLCB team's feedback from Oct 30
3.0	Manoj Agnihotri	11/05/20	Made updates to address the PLCB team's feedback from Nov 4

## Table of Contents

<b>DATA GOVERNANCE STRATEGY .....</b>	<b>5</b>
<b>1. Executive Overview .....</b>	<b>5</b>
1.1 Overview .....	5
1.2 Purpose.....	5
1.3 Target Audience .....	5
1.4 Scope of Data Governance.....	5
1.5 Data Governance Objectives.....	5
1.6 Data Governance Benefits .....	6
<b>2. Data Governance Framework.....</b>	<b>7</b>
2.1 Data Governance Components .....	7
2.2 Data Governance Considerations .....	7
<b>3. Organization Models, Roles and Responsibilities.....</b>	<b>9</b>
3.1 Data Governance Organization Models and Recommendation for PLCB .....	9
3.2 Recommended PLCB Data Governance organization Roles and Responsibilities .....	10
3.3 Data System of Record .....	12
<b>4. Implementing the Data Governance Program.....</b>	<b>14</b>

# Data Governance Strategy

---

## 1. Executive Overview

### 1.1 Overview

The PLCB Data Governance strategy documents the Data Governance scope, governance model, and organizational roles and responsibilities to manage quality, reliability, and availability of key master data in the future state.

An effective Data Governance organization will be a key enabler to manage data as PLCB moves from the traditional retail model to a wholesale/distribution and retail-focused business leveraging Oracle Cloud ERP and Oracle Retail Cloud applications. It is recommended that PLCB begin to implement the Data Governance program at the inception of the Implementation project specifically during the design phase.

### 1.2 Purpose

The objective of this document is to define the key elements of the Data Governance strategy.

- Scope of Data Governance – the foundational data elements that will be governed by the strategy.
- Data Governance framework – describes various components of an effective Data Governance framework.
- Data Governance organization – recommended PLCB organizational model for a future state with defined RACI matrix for roles and responsibilities.

### 1.3 Target Audience

The target audience for this document is the PLCB executive leadership team.

### 1.4 Scope of Data Governance

The following are the data domains (Master data sets) that are in the scope for Data Governance:

- Enterprise Structure
- Chart of Accounts
- Customer Master Data - Retail
- Customer Master Data – Wholesale (Licensee & FW&GS stores)
- Product Master Data
- Supplier Master Data – Internal (DC's supporting FW&GS stores)
- Supplier Master data – External
- Merchandising Hierarchy
- Organizational Hierarchy
- Location Master - Retail and Wholesale Locations

### 1.5 Data Governance Objectives

The objectives of creating a Data Governance organization are:

- Establish clear data ownership and accountability to meet business objectives.
- Establish clearly defined Data Governance, organizational structure, roles, policies, and processes.
- Define, approve, and communicate data strategies, policies, standards, architecture, procedures, and metrics.
- Track and enforce conformance to data policies, standards, architecture, and procedures.
- Sponsor, track, and oversee the delivery of data management projects and services.
- Manage and resolve data-related issues.

## 1.6 Data Governance Benefits

PLCB can realize the following benefits by designing and implementing a structured Data Governance program:

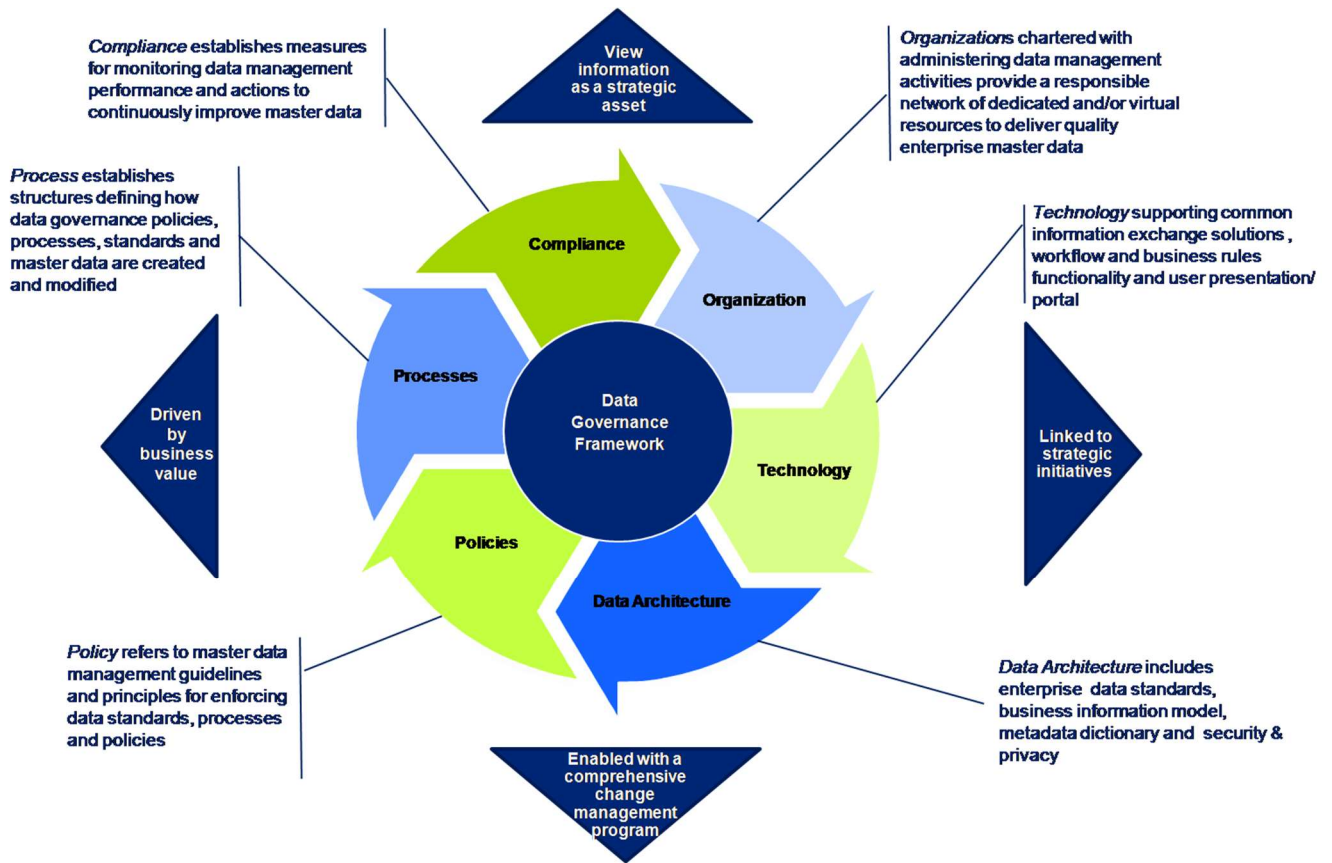
- **Effective management of data quality:** The Data Governance organization helps establish data quality standards and controls the data setup and maintenance processes. Data standards will help improve data quality and reliability.
- **Clearly defined roles and responsibilities:** The Data Governance organization will help support a clear definition of roles and responsibilities.
- **Enhanced data security and risk management:** Data Governance controls will help ensure that only authorized individuals can access or change the data. Governance rules will help define what types of data can be disclosed to external stakeholders and what controls are necessary to do so.
- **Effective change management of governance policies:** The Data Governance organization will implement a process to publicize, manage, and enforce governance policies policy changes. The goal is to formalize and streamline remediation efforts for existing data, ensure compliance for new data, and notify all impacted stakeholders of any policy changes.
- **Definitional Integrity (Common Business Glossary):** A key output of the Data Governance program will establish a common business glossary that stores definitions for data used across function or organization.

## 2. Data Governance Framework

### 2.1 Data Governance Components

The diagram below illustrates the key components of a Data Governance framework addressed through this Data Governance Initiative.

The goal is to align the PLCB's business information assets with its business strategy. This includes organization, technology, data architecture, policies, processes, and compliance required to maintain a data element's standardized definition.



### 2.2 Data Governance Considerations

The considerations listed below are commonly followed by organizations with effective Data Governance and should be built into PLCB's Data Governance model.

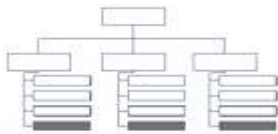
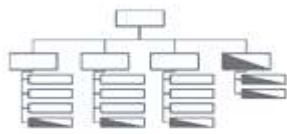
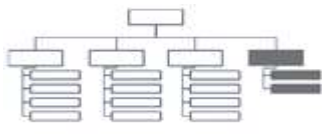
- Include all aspects of the enterprise (people, process, and technology) in data initiatives:
  - **People**: Establish Data Governance organization to provide the ownership, accountability, direction, and buy-in for data.
  - **Process**: Create streamlined Data Governance and Maintenance processes.
  - **Technology**: Implement system and security controls to manage data effectively.

- Implement an enterprise data maintenance organization(s) by data domains defined in the scope section .
- Implement and enforce data policies that define data principles and courses of action that are clear and non-subjective.
- Implement Data Governance during design phase at the start of the implementation project so that Data Governance team is in place to support data migration activities.
- Executive Leadership is actively involved in supporting and promoting data initiatives.

### 3. Organization Models, Roles and Responsibilities

#### 3.1 Data Governance Organization Models and Recommendation for PLCB

The section below describes the various Data Governance organization models and the recommended approaches for PLCB as they embark on the Data Governance journey. The recommendation is to have a Centralized Model since common data is going to be shared across Wholesale and Retail and data alignment across the two businesses needs to be consistent.

			Recommendation
	<b>Decentralized Model</b> 	<b>Federated Model</b> 	<b>Centralized Model</b> 
<b>Description</b>	<ul style="list-style-type: none"> <li>Continue to manage information in the current environment</li> <li>Business units work independently to develop their data definitions and data models</li> </ul>	<ul style="list-style-type: none"> <li>A Data Governance group (but not separate organization) with members representing the central IT function and each of the leading business groups in a "federation" model to create, promote and enforce policies and standards</li> </ul>	<ul style="list-style-type: none"> <li>A centralized Data Governance organization to create, promote and enforce data mgt policies and standards</li> </ul>
<b>Benefits</b>	<ul style="list-style-type: none"> <li>Data issues can be resolved on an application by application basis</li> <li>These initiatives would be incorporated into the enhancement of current or new applications</li> </ul>	<ul style="list-style-type: none"> <li>Same advantages as a Centralized Model except it places the business users in charge of their data, keeping control as close to the source as possible</li> <li>Provides business units with a voice and a policy-communication channel to the development teams in a business unit</li> </ul>	<ul style="list-style-type: none"> <li>Provides a cross-functional and cross-application view of information</li> <li>Creates a central point of definition and issue resolution</li> <li>Reduces data redundancy</li> <li>More effective management of information</li> </ul>
<b>Challenges</b>	<ul style="list-style-type: none"> <li>Promotes inconsistent definition of data</li> <li>Will not reduce data redundancy</li> <li>Will not increase data availability across the organization</li> </ul>	<ul style="list-style-type: none"> <li>The complexity of coordination as input and support is required from each business area</li> <li>Potentially high cost of operation</li> </ul>	<ul style="list-style-type: none"> <li>Challenging to implement successfully in a highly decentralized organization</li> <li>May not fully understand the business needs</li> </ul>

The following table provides the recommended PLCB future state organizational model by data domain, with the underlying assumption that PLCB will establish a centralized Data Governance organization comprised of business / IT SME's.

Data Domain	PLCB Current State	PLCB Future State Recommendation
Enterprise Structure	Centralized, maintained by Finance	Centralized, maintained by Data Governance organization
Chart of Accounts	Centralized, maintained by Finance	Centralized, maintained by Data Governance organization
Customer Master Data - Retail	Decentralized, maintained by lines of business	Centralized, maintained by Data Governance organization
Customer Master Data – Wholesale (Licensee & FW&GS stores)	Decentralized, maintained by lines of business	Centralized, maintained by Data Governance organization
Product Master Data	Decentralized, originates in Product Selection and enriched by different groups	Centralized, maintained by Data Governance organization
Supplier Master Data – Internal (DC's)	Doesn't exist today	Centralized, maintained by Data Governance organization
Supplier Master Data – External (Vendors)	Centralized, maintained by Finance	Centralized, maintained by Data Governance organization
Merchandising Hierarchy	Centralized, maintained by Product Selection & IT	Centralized, maintained by Data Governance organization
Organizational Hierarchy	Centralized, maintained by IT	Centralized, maintained by Data Governance organization
Location Master – Wholesale and Retail Locations	Decentralized, maintained by IT	Centralized, maintained by Data Governance organization

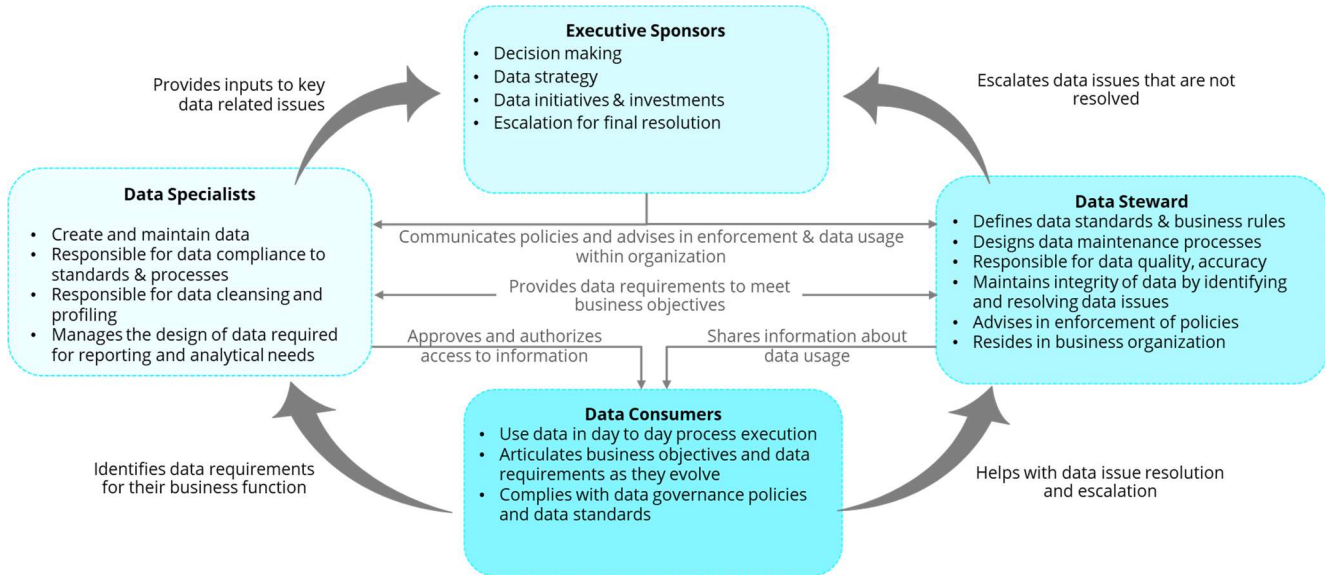
### 3.2 Recommended PLCB Data Governance organization Roles and Responsibilities

The recommended PLCB Data Governance organization roles and responsibilities (as depicted in a RACI matrix) are provided below.

- **Executive Sponsor:** Senior Executive(s) that provide(s) strategic direction and decision making support that lays the foundation for the Data Governance program including resources and investments.
- **Data Stewards:** A business process/ functional executive with full accountability for defining the standards, business rules, data maintenance processes, data quality, accuracy, integrity and timeliness.



- **Data Specialists:** Data specialists create and maintain data, and are responsible for compliance of the data to agreed upon standards and processes for each data domain. They also diagnose data issues, help profile data and support data cleansing.
- **Data Consumers:** These individuals could be internal and external to the organization, and are using the data in the execution of the business processes across PLCB's extended supply chain. These include internal end users, and external parties such as licensees, retail customers and external suppliers).



### Data Governance organization RACI Matrix

Activity	Executive Sponsors	Data Steward	Data Specialist	Data Consumers
Data Governance strategy, resources, investment and decision making related to escalated issues	R	A	C	I
Define data standards and design data maintenance processes	C	R	A	C
Maintains data and assures compliance of data with standards, quality and integrity	I	A	R	C

**Responsible:** Person responsible for completing the activity

**Accountable:** Ultimate owner, accountable for the final decision

**Consulted:** Person consulted before and after the completion of work

**Informed:** Person informed after action or decision taken

Currently PLCB does not have a Data Governance organization and therefore will initially leverage leaders assigned to various business areas to act as data stewards. PLCB intends to begin the efforts of building out the centralization of Data Governance activities starting with the design phase of the implementation project.

Based on the roles and responsibility model described above, an illustrative PLCB Data Governance organization is shown below.

<b>Role</b>	<b>PLCB Data Governance organization (ILLUSTRATIVE)</b>
Executive Sponsor	Michael Demko/ Elizabeth Brassell/ Rob McCabe
Data Stewards	<ul style="list-style-type: none"> <li>• Ravi Koppolu (Finance)</li> <li>• Doug Hitz (Wholesale)</li> <li>• Carl Jolly (Retail Ops-Current); COO (Future)</li> <li>• Tom Bowman (Product Selection – Current); Merchandising (Future)</li> <li>• Luke Nelson (E-Commerce)</li> <li>• Bill Harlan/Rob Isenberg (Analytics)</li> <li>• Cliff McFarland (Supply Chain)</li> </ul>
Data Specialists	TBD

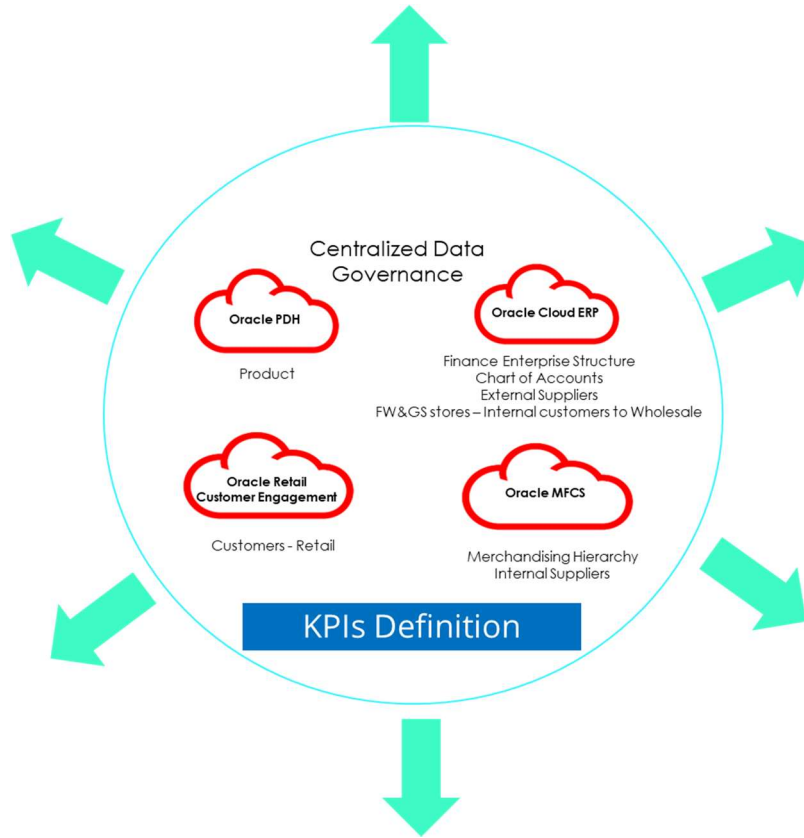
### 3.3 Data System of Record

Another key aspect of Data Governance strategy is establishing Data Standards and a clear definition of a system of record to enforce consistent data usage across the enterprise. The recommended PLCB system of record definitions is shown below.

<b>Data Domain</b>	<b>System of Record/Origin</b>
Enterprise Structure	Oracle Cloud Financials (CFIN)
Chart of Accounts	Oracle Cloud Financials (CFIN)
Customer Master Data - Retail	Retail Customers – Oracle Retail CE
Customer Master Data – Wholesale (Licensee & FW&GS stores – Internal customers to Wholesale)	Oracle Cloud Financials (CFIN)
Product Master Data	Product Data Hub
Supplier Master Data – Internal (DC's)	MFCS
Supplier Master Data – External	Oracle Cloud Financials (CFIN)
Merchandise Hierarchy	PDH will maintain and create the Merchandise Hierarchy
Organization Hierarchy	MFCS
Location Master– <ul style="list-style-type: none"> <li>• Wholesale</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Cloud SCM</li> <li>• MFCS</li> </ul>

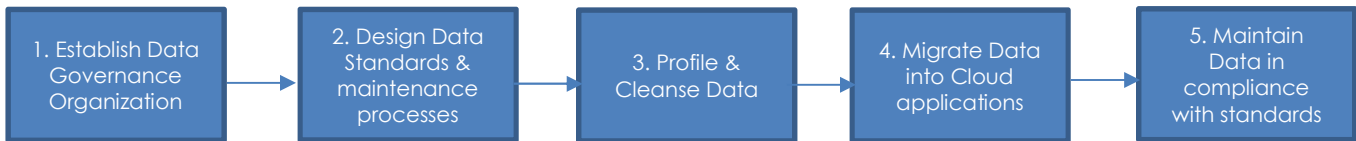
Data Domain	System of Record/Origin
<ul style="list-style-type: none"> <li>Retail</li> </ul>	

KPIs Definition – Metrics definition across the system to make sure the consistency is maintained across disparate systems.



## 4. Implementing the Data Governance Program

During design phase for the implementation project, PLCB should begin implementing the Data Governance program concurrent with the other program work streams. The Data Governance program will consist of the following phases:



1. Establish Data Governance organization – PLCB leadership should work on identifying the resources for the roles identified in section 3.2 Data Governance organization roles and responsibilities.

2. Design Data Standards & Maintenance Processes – During the detailed design phase of the implementation, data standards and maintenance processes will be defined for each data domain. This will include definition of master data naming conventions and definitions of key master data attributes. In addition, the processes for add/modify/inactivate master data records, and required security configurations will be defined.

3. Profile & Cleanse Data – These activities include analyzing data in legacy systems to develop data profiles and data quality assessments, which will then determine the level of data cleansing required, before the data can be loaded/ migrated into the future state Cloud applications.

4. Migrate Data into Cloud applications – Data migration activities involve the development of functional and technical specifications to extract, transform and load data from the source/ legacy systems into the Cloud applications. This is a highly iterative process, requiring multiple rounds of development, testing and data verification to confirm that the data loaded into the Cloud applications is accurate.

5. Maintain Data in compliance with standards – Once cleansed data is loaded into the Cloud applications in the production environment, it needs to be maintained on an ongoing basis in compliance with established data standards. This will be done utilizing the processes defined in the design phase of the implementation and executed by the Data Governance organization.



# Data Governance Playbook

**Version 1.2**

Last Updated on April 8, 2022

## Document Control

### *Change Control Log*

Version	Owner	Date	Change
1.0	John Sullivan	04/01/2022	First Draft
1.1	John Sullivan	04/05/2022	Incorporated feedback from 04/03/2022
1.2	John Sullivan	04/08/2022	Incorporated Feedback from 04/06/2022

### *Internal Review*

Name	Date
Gabe Grab	04/01/2022
Gabe Grab	04/05/2022
Gabe Grab	04/08/2022

### *PLCB Business Owner Review*

Name	Date
Elizabeth Brassell	04/03/2022
Elizabeth Brassell	04/06/2022

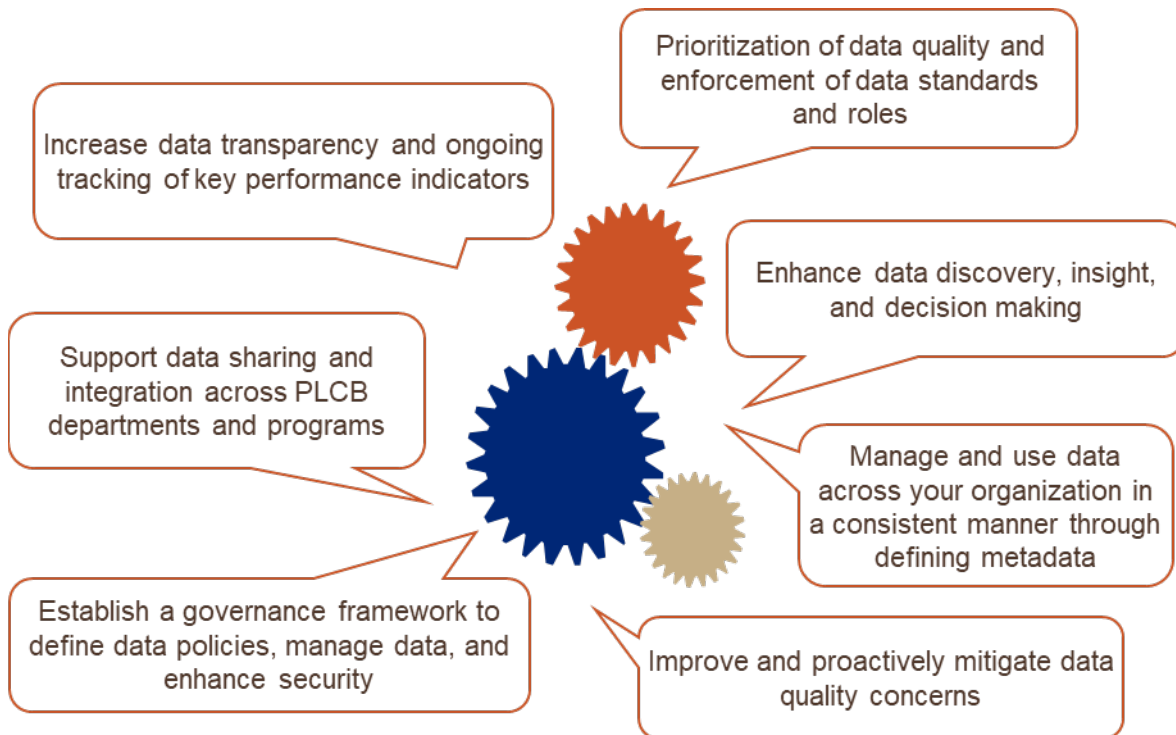
# Contents

- Section 1. Data Governance Background ..... 4
- Section 2. Purpose ..... 7
- Section 3. Governance Framework..... 7
  - 3.1 Organizational Hierarchy ..... 8
  - 3.2 Operating Model..... 8
  - 3.3 Key Roles and Responsibilities ..... 10
    - 3.3.1 Executive Sponsors ..... 10
    - 3.3.2 Global Data Steward ..... 11
    - 3.3.3 Domain Data Steward ..... 12
    - 3.3.4 Data Specialist..... 13
    - 3.3.5 Internal Data Consumer ..... 14
- Section 4. Roles and Responsibilities by Domain ..... 15
  - 4.1 Product/Item..... 15
  - 4.2 Merchandise Hierarchy..... 16
  - 4.3 Finance ..... 16
  - 4.4 Wholesale Customer..... 17
  - 4.5 Supplier ..... 18
- Section 5. Operationalizing the Data Governance Framework ..... 19
  - 5.1 Operating Structure & Communication Mechanisms..... 19

## Section 1. Data Governance Background

PLCB is currently moving from a traditional retail model to a wholesale/distribution- and retail-focused business model leveraging Oracle Cloud ERP and Oracle Retail Cloud applications. As part of this transition, PLCB intends to proactively implement a robust data governance program to support high data quality, detailed data standards, tracking of master data, an understanding of roles and responsibilities, and an ongoing plan to manage and support PLCB data. PLCB is working with Oracle and Deloitte to implement the data governance program as part of this initiative. This initiative builds on the data governance strategy established by PLCB in October 2020. The following high-level data governance goals have been identified and documented during discovery sessions held with PLCB employees in March 2022:

### PLCB Data Governance Goals/Objectives

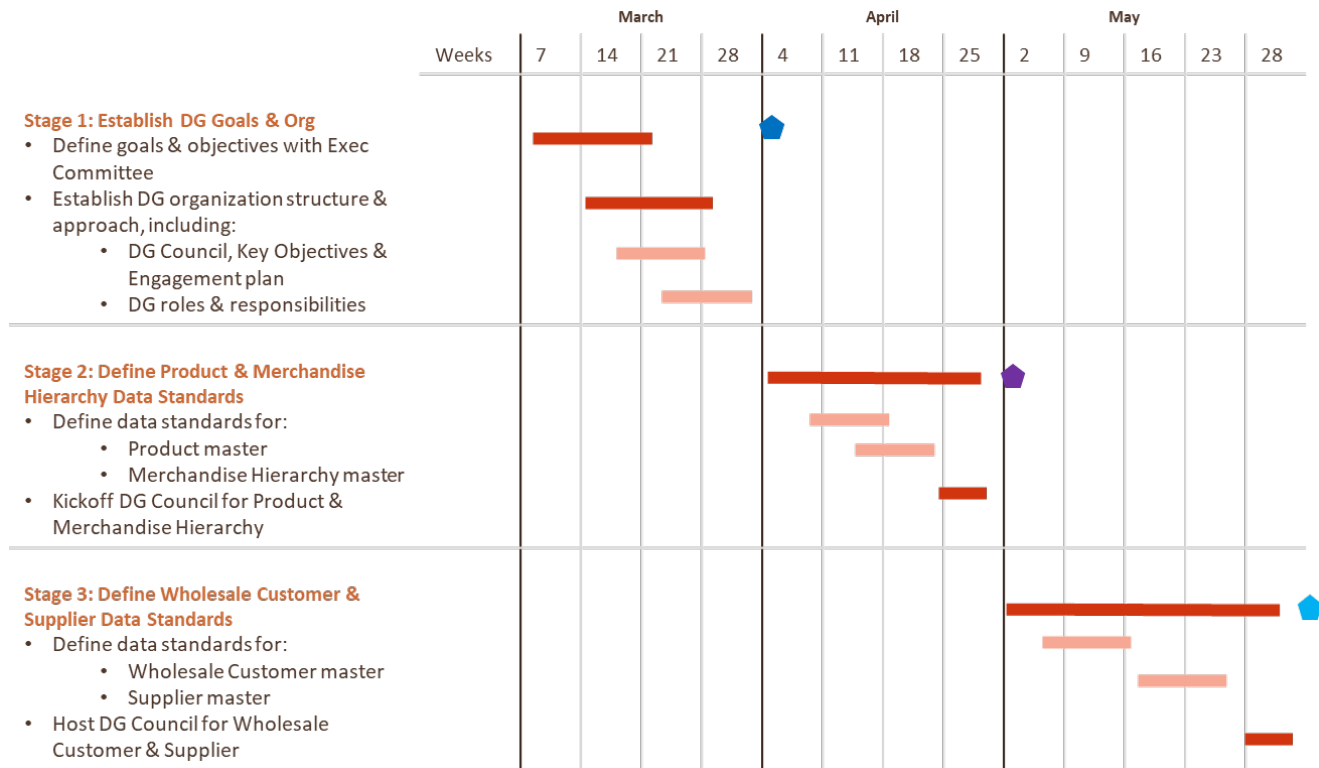




The implementation of data governance will employ a phased approach that begins with assessing current operating procedures and data standards to establish a Data Governance Playbook including the engagement plan, data governance organization structure and respective roles and responsibilities. This initial phase will be followed by additional phases to define data standards for PLCB’s master data domain areas. The key activities planned as part of this initiative are summarized below:

<b>Establish Data Governance</b>	<ul style="list-style-type: none"> <li>a. Assess current operating procedures and data standards and document PLCB data governance goals and objectives</li> <li>b. Create the Data Governance Playbook that includes data governance organization structure approach; Engagement plan (operating procedures); Data Governance roles and responsibilities and designated enterprise level data governance members</li> </ul>
<b>Define Data Standards – Product &amp; Merchandise Hierarchy</b>	<ul style="list-style-type: none"> <li>a. Assess current state data standards and governance for product &amp; merchandise hierarchy master data and deliver the Data Governance Standards document</li> <li>b. Collect and define product &amp; merchandise hierarchy master data, document processes for creating, modifying, or retiring existing data and finalize product &amp; merchandise hierarchy master data standards</li> </ul>
<b>Define Data Standards – Wholesale Customer &amp; Supplier</b>	<ul style="list-style-type: none"> <li>a. Assess current state data standards and governance for wholesale customer &amp; supplier master data and deliver the Data Governance Standards document</li> <li>b. Collect and define wholesale customer &amp; supplier master data, document processes for creating, modifying, or retiring existing data and finalize wholesale customer &amp; supplier master data standards</li> </ul>

The graphic below provides an overview of the project approach, timeline and deliverables related to this data governance implementation:



▲ **The Data Governance Playbook:** This document will define data governance roles, responsibilities, level of effort, and expected benefit. Additionally, the playbook creates the data governance council structure, defines the purpose/frequency of the meetings, and creates baseline governance policies.

▲ **The Data Governance Standards Document:** This document includes key process flows associated with the specific modules, provides data standard rules, and data standard priority.

▲ **The Data Governance Standards Document:** This document provides key process flows associated with the specific modules, provides data standard rules, and data standard priority.

## Section 2. Purpose

The purpose of the Data Governance Playbook is to provide the below key components that are essential for the implementation of Data Governance for the PLCB:

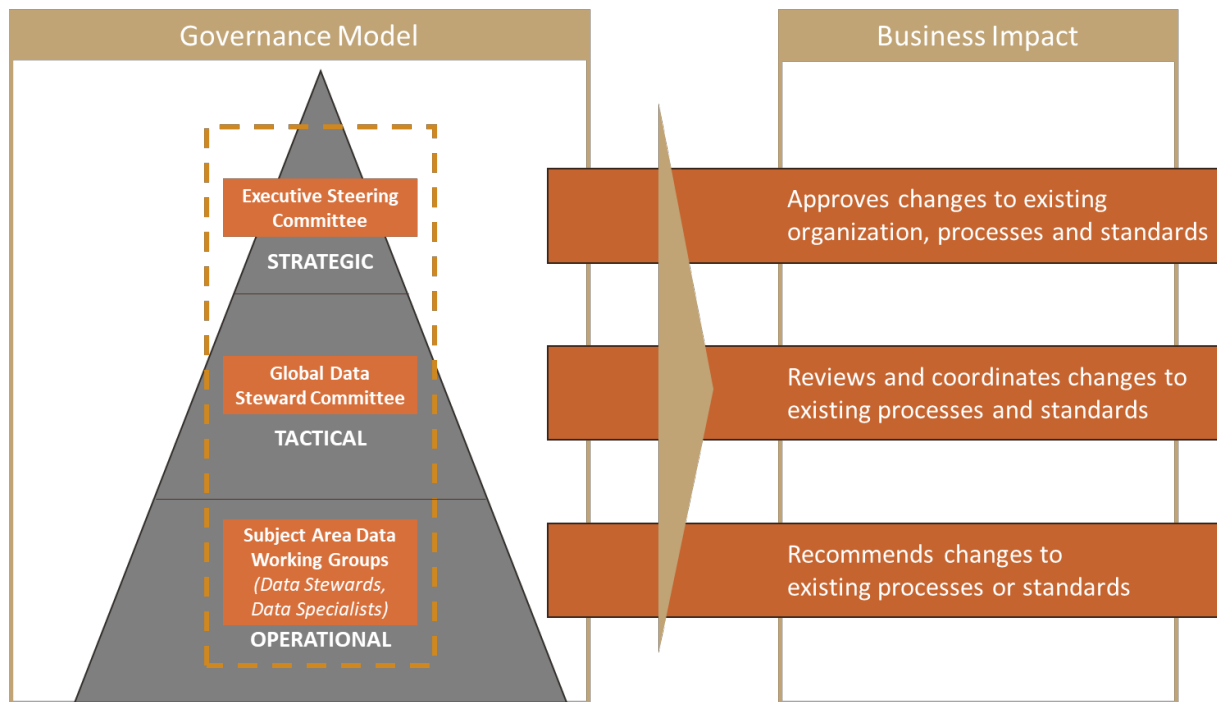
- **Data Governance Framework**: The data governance framework section provides details such as organizational hierarchy, operating model, key data governance roles, and role descriptions.
- **Roles and Responsibilities**: This roles and responsibilities section summarizes the data ownership and accountability details related to each of the subject areas: Finance, Product, Merchandise Hierarchy, Wholesale Customer and Supplier.
- **Data Governance Operations**: The data governance operations section includes guidelines related to operationalizing the data governance process. This section includes details related to data governance policy such as meeting cadence, communications planning, escalation procedures, and creation of the Data Governance Council.

## Section 3. Governance Framework

Deloitte has conducted several discovery sessions with PLCB to review the data governance goals and objectives, approach, and key activities to identify the best approach for the implementation. The recommended organizational hierarchy, operating model and roles and responsibilities are outlined in this section.

### 3.1 Organizational Hierarchy

PLCB currently operates with multiple business units that work independently to develop data definitions and data models. This leads to inconsistent definitions of data elements across systems, data quality issues, and data redundancy, while hindering data integration and analysis. The below data governance model aligns the operational, tactical, and strategic goals and vision of PLCB. The following image outlines at a high level how the data governance organization will operate from strategy to implementation.



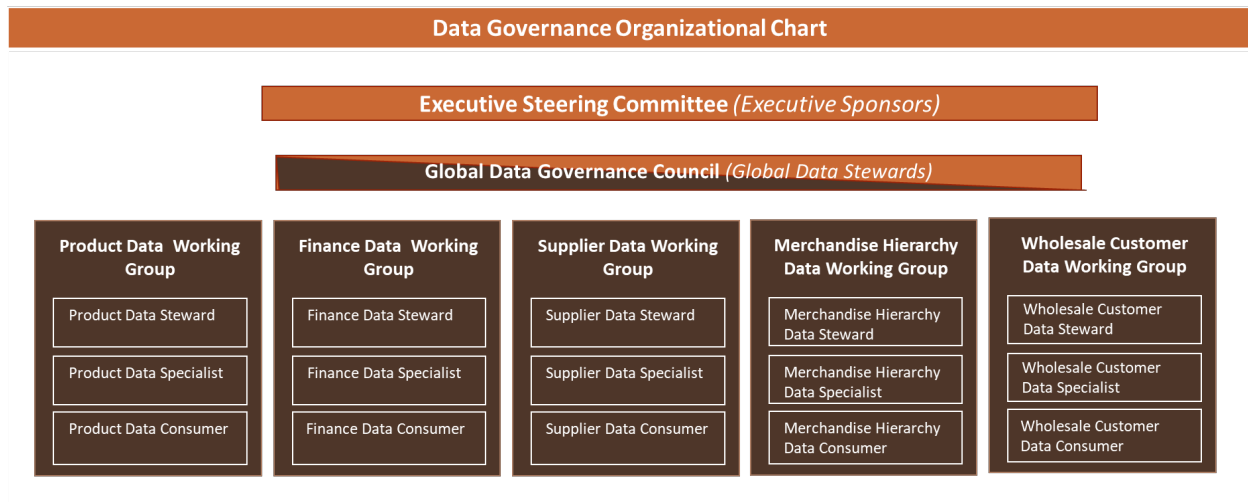
### 3.2 Operating Model

As part of PLCB’s data governance strategy, three data governance operating models were considered by PLCB:

- Decentralized model - The decentralized model is an approach where business units continue to work independently to develop their data standards. This approach was not ideal for PLCB, since it can lead to data redundancies and unimproved data availability across the organization
- Federated Model – This approach needs PLCB to form a data governance group with members from each of the business areas to create, promote and enforce policies and standards.

- Centralized model – This approach is to form a centralized data governance organization that promotes and enforces data management policies across all business areas.

The following operating model, which is a hybrid of the Federated and Centralized models, best meets PLCB’s goals and objectives. The organization chart outlines this operating model and the hierarchy of data governance council, committees and working groups.



**Key advantages of this model:**

- Allows business users to oversee their data and keep control as close as possible to the data source.
- Provides business units opportunity to voice opinions relative to development of guidelines and policy, while maintaining a communication channel between executive and development teams.
- Allows cross functional reviews to enable standardized definitions of data elements
- Creates a standard process for issue identification and resolution
- Reduces data redundancy while easing out the process of data integration and effective management of information
- Enables the executive team to have clear insights into the data level issues to create pathway for data analysis that enables strategic decision making and policy development.

### 3.3 Key Roles and Responsibilities

As part of stage 1 PLCB worked in close collaboration with Deloitte to support and facilitate five data governance sessions. As an outcome of the data governance roles and responsibilities sessions several unique PLCB roles were defined. These roles are described in more detail in the section below.

#### 3.3.1 Executive Sponsors

---

*Executive Director, Chief Information Officer, Director of Policy & Communications,  
Chief Merchandising Officer, Chief Operating Officer, Director of Administration,  
Director of Regulatory Affairs, Chief Financial Officer*

---

The Executive Sponsors oversee the data governance organization and is ultimately responsible for the success of the data governance program.

- **Activities**
  - Participates in the Data Governance Council and evaluates need for changes to governance organization
  - Authorizes budget and funding for data governance specific work and allocates budget and resources
- **Responsibilities**
  - Approves funding/resources for enhancements and changes to the Data Governance Council
  - Ultimate authority responsible for PLCB data governance program direction
  - Provides reinforcement to ensure the success of data governance through promotion and communication
  - Champions the organizational change effort by ensuring commitment of the business lines and IT to the success of data governance
  - Brings corporate perspective and business strategies from across PLCB business functions

### 3.3.2 Global Data Steward

---

*Director of Product Selection, Director of Planning & Procurement Director, Director of Supply Chain, Director of Finance, Retail Operations Executive Assistant, Director of Wholesale Operations, Director of E-Commerce, Director of Accounting & Purchasing, Director of Assets Protection (and/or designees)*

---

A Global Data Steward acts on behalf of the organization to ensure that master data is defined, and that data management policies and procedures are implemented and complied with. He or she is responsible for coordinating master data definitions across domains and identifying cross-business lines impacts of any changes. The Global Data Steward is responsible for raising proposed changes to data management processes, policies, and standards to the executive sponsors. A list of Global Data Stewards is found in the spreadsheet embedded below.

- **Activities**
  - Provides guidance and coordinates/resolves cross-business data issues
  - Coordinates and ensures adoption and implementation of master data standards and policies within PLCB strategy
  - Escalates issues and attends Data Governance Council
- **Responsibilities**
  - Defines and maintains master data definitions and represents the requirements of the concept specific stakeholders
  - Ensures compliance with PLCB data governance policies
  - Reviews and resolves PLCB master data issues raised by other Global Data Stewards and as required, brings issues back to their own Domain Data Working Groups
  - Coordinates efforts with other PLCB Global Data Stewards to employ consistent data governance across PLCB
  - Coordinates periodic data quality audits and data cleansing efforts
  - Assists Domain Data Stewards with data investigations and provides guidance related to master data



Global Data Stewards

### 3.3.3 Domain Data Steward

---

*Product Analysts/Buyers, Product Unit Supervisors, Finance/Comptroller Directors,  
Wholesale Managers & Unit Supervisors, Merchandise Chiefs, Procurement Chief*

---

A Domain Data Steward ensures master data within a specific domain is defined, and that domain data management policies and procedures are implemented and complied with. He or she is responsible for master data definitions, data quality, and compliance with data standards.

- **Activities**
  - Escalates master-data-related issues and attends data governance domain working group meetings
  - Ensure domain master data adheres to defined master data definitions and standards
  - Approves domain-related data for compliance with data standards following input and review by data specialists
- **Responsibilities**
  - Maintains domain master data
  - Provides business knowledge regarding data quality issues
  - Supports Global Data Stewards in preparation for Data Governance Council meetings
  - Aids in the definition and maintenance of data management processes, policies, and principles
  - Provides initial review of escalated issues/change requests and provides recommendations to the Global Data Steward
  - Acts as a super user for data maintenance harmonization
  - Assists with data cleansing and data management



### 3.3.4 Data Specialist

---

*Product Associates/Techs, Product Selection Chiefs, Product Supply Managers, Wholesale CSRs, Wholesale Line Staff, Staff within Comptroller Operations, Real Estate, Retail Operations and Finance*

---

A Data Specialist manages domain data creation, input and update activities starting from data entry of initial attributes and routing through designated approvals.

- **Activities**
  - Creates and modifies domain master data
  - Facilitates domain data enrichment through its lifecycle
  - Reviews third-party entered data and works with third parties to correct any issues
  - Raises issues or enhancements to domain data steward for consideration
- **Responsibilities**
  - Enters data for domain ensuring data quality and adherence to data standards
  - Routes items through review and enrichment phases
  - Maintains data accuracy and consistency
  - Implements data management processes, policies, and principles
  - Monitors data quality and recommends to data stewards appropriate updates to data standards

### 3.3.5 Internal Data Consumer

---

*Members of internal teams including Marketing, Marketing Analytics, Customer Service, E-Commerce, Product Selection, Planning & Procurement, Finance, Supply Chain, Wholesale Operations, etc.*

---

A Data Consumer is a downstream business line that uses the master data to perform their duties and is impacted by the quality of the data.

- **Activities**
  - Uses master data to perform their role
  - Uses master data for reporting or analytics
  - Becomes aware of data integrity or inconsistency issues
  - Raises issues or enhancements to domain data steward for consideration
- **Responsibilities**
  - Raises issues regarding data quality and/or standards to domain working groups to proactively address issues in data integrity and consistency

## Section 4. Roles and Responsibilities by Domain

This section aligns named PLCB staff and positions to specific data governance roles. Roles and responsibilities help provide ongoing governance, accountability, and ownership of specific data management processes. Additionally, the roles and responsibilities section serves as a living document which will be updated regularly as needed.

### 4.1 Product/Item

The excel document below provides the mapping between data governance roles and PLCB team members for the steps related to product master data for the following processes:

- Parent Item
- Shipping Container Code (SCC) Item

Data Governance Role	PLCB Position
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Specialist	Product Associate/Tech
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Data Steward	Product Analyst/Buyer
Global Data Steward	Director of Product Selection
Internal Data Consumer	Director of Marketing Communications, Branding & Design
Internal Data Consumer	Director of Marketing Analytics

Internal Data Consumer	Director of Customer Service
Internal Data Consumer	Director of E-Commerce
Internal Data Consumer	Director of Planning & Procurement
Internal Data Consumer	Director of Wholesale Operations
Internal Data Consumer	Supply Chain Executive Assistant



product%20domain  
%20roles.xlsx

## 4.2 Merchandise Hierarchy

The excel document below provides the mapping between the data governance roles and PLCB team members for the steps related to merchandise hierarchy master data for the following processes:

- CFIN Setup
- User Defined Attribute Maintenance

Data Governance Role	PLCB Position
Data Specialist	Product Selection Chief
Data Specialist	Product Selection Chief
Data Specialist	Product Selection Chief
Data Steward	Director of Product Selection
Data Steward	Chief Merchandising Officer
Data Steward	Executive Director
Global Data Steward	Director of Product Selection



merch%20hier%20d  
omain%20roles.xlsx

## 4.3 Finance

The excel document below provides the mapping between the data governance roles and PLCB team members for the steps related to finance master data for the following processes:

- Store Creation
- Addition of new value to segments
- Modifying/deleting existing value of segments
- Additions or modifications of cross-validation rules
- Additions of account hierarchies

Data Governance Role	PLCB Position
Data Specialist	Comptroller LCB Financial Accounting Section Chief / Accountant 3
Data Specialist	Director of Real Estate / Commercial Facilities Analyst
Data Specialist	Regional Operations Clerk Typist 2 / Clerk 2
Data Specialist	LCB General Accountant/ Accountant 3
Data Specialist	Liquor Store Administrator 1 / State Liquor Store Administrator 1
Data Specialist	Office of Finance
Data Steward	Director of Finance
Data Steward	Comptroller LCB Accounting Unit Manager / Accountant 4
Global Data Steward	Director of Finance
Internal Data Consumer	Director of Marketing Analytics
Internal Data Consumer	Deputy Communications Director
Internal Data Consumer	Financial Management 2
Internal Data Consumer	Director of Accounting & Purchasing



finance%20domain  
%20roles.xlsx

#### 4.4 Wholesale Customer

The excel document below provides the mapping between the data governance roles and PLCB team members for the steps related to Wholesale Customer master data for the following processes:

- Create New Licensee Customer
- Maintain Licensee Credit Profile
- Create and Maintain Permittees
- Update Account Information
- Update Profile

Data Governance Role	PLCB Role
Data Specialist	Wholesale Supervisor
Data Specialist	Wholesale CSR
Data Specialist	Wholesale CSR
Data Specialist	Wholesale CSR
Data Specialist	Chief of Cash Management/Sales Audit
Data Steward	Wholesale Supervisor
Data Steward	Wholesale Supervisor
Data Steward	Director of Wholesale Operations
Global Data Steward	Director of Wholesale Operations
Internal Data Consumer	Press Secretary
Internal Data Consumer	Director of E-commerce
Internal Data Consumer	Director of Marketing Communications, Branding & Design
Internal Data Consumer	Director of Licensing



wholesale%20custo  
mer%20domain%20r

## 4.5 Supplier

The excel document below provides the mapping between the data governance roles and PLCB team members for the steps related to supplier master data for the following processes:

- Create New Licensee Customer - Liquor Suppliers/Non-Liquor Suppliers
- Supplier Profile Change

Data Governance Role	PLCB Role
Data Steward	Comptroller/VDMU
Data Steward	Comptroller/VDMU
Data Steward	Comptroller/VDMU
Data Steward	Comptroller/VDMU
Data Steward	Comptroller/VDMU
Global Data Steward	Director of Planning & Procurement
Internal Data Customer	Product Selection Chief
Internal Data Consumer	Product Selection Chief
Internal Data Consumer	Product Selection Chief
Internal Data Consumer	Marketing Analytics Director



supplier%20domain  
%20roles.xlsx

## Section 5. Operationalizing the Data Governance Framework

This section details the meeting cadence and communication policies to operationalize the Data Governance framework.

### 5.1 Operating Structure & Communication Mechanisms

To operationalize this data governance framework, all the operational stakeholders within the organization would need to have opportunity to voice issues and recommendations for improvement. Such requests will require further discussions and review by PLCB management and leadership. This section provides a recommended approach for meeting groups and cadences to support the data governance framework discussed throughout this document.

Type	Description	Frequency	What to Expect
<b>Domain Data Working Group</b>	Domain Data Working Groups are responsible for reviewing domain data standards and policies and consist of Domain Data Stewards, Domain Data Specialists and Internal Data Consumers.	Monthly	<ul style="list-style-type: none"> <li>• Understanding of data quality/performance</li> <li>• Findings related to data quality issues</li> <li>• Drafts recommendations to improve data quality</li> </ul>
<b>Global Data Governance Council</b>	The Global Data Governance Council is responsible for reviewing changes to data standards or policies as proposed from the Domain Data Working Groups.	Quarterly	<ul style="list-style-type: none"> <li>• Reviews and recommends changes to data governance policy or data standards to the Executive Steering Committee</li> <li>• Assesses resource allocation for constraints that impact data governance activities</li> <li>• Takes feedback on proposed changes or organizational strategy from the Executive Steering committee back to the Domain Data Working Group</li> </ul>
<b>Executive Steering Committee</b>	The Executive Steering Committee is responsible for approving changes to data standards or policies as proposed from the Data Governance Council. The Executive Steering Committee is responsible for setting strategy and ensuring data governance activities are adequately resourced.	Semi-Annually	<ul style="list-style-type: none"> <li>• Aligns Data Governance strategy and goals with the organizational strategy</li> <li>• Approves recommended changes from the Data Governance Council</li> <li>• Assigns resources to support Data Governance</li> </ul>







ADDENDUM

Date: **June 17, 2022**  
Subject: **Questions & Answers for Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation**  
RFP Number: **270005**  
Due Date/Time: **July 8, 2022, 1:00 p.m. ET**  
Addendum Number: **1**

---

To All Offerors:

A solicitation "Addendum" is defined by the Commonwealth of Pennsylvania as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Request for Proposals or Request for Quotations).

*List any and all changes:*


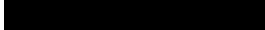
- Attached are questions received as of 12:00PM, June 10, 2022, along with the PLCB's responses.
- Revised Appendix D, Cost Submittal.

For an Offeror's proposal to be considered, the Offeror must:

- Electronically submit their proposal via upload through the PLCB's online self-service Oracle Supplier Portal. See the **Supplier Registration Section IV-V** in the RFP for information about accessing the Portal and registering as a Supplier.
- All proposals must be properly signed, per the [signature requirements of the Pennsylvania Procurement Handbook](#).

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: **Joshua D. Greene**  
Title: Issuing Officer  
Phone:   
Email: 

**DATA GOVERNANCE SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE  
PLANNING PLATFORM IMPLEMENTATION  
PLCB RFP# 270005**

**Questions and Answers**

**Q1. The RFP references that PLCB seeks a qualified, competent, and experienced data governance professional to provide data governance and master data management strategic and organizational leadership. At the same time, 4 positions such as, Executive Sponsor/Data Stewards/Data Specialists/Data Consumers within the data governance team is listed in the RFP as well as in the cost sheet. Are you expecting us to assume that we can only provide one key personnel profile or the entire team?**

*A1. As stated in the RFP Section I-3B., the PLCB is seeking one individual to perform this work. The information included in Appendix E, inclusive of the Executive Sponsor/Data Stewards/Data Specialists/Data Consumers is meant to show the initial data governance strategy and organizational framework of the PLCB.*

**Q2. Can an Offeror propose a mix of resources or is PLCB expecting one individual to perform all SOW requirements? How many resources can we propose for this RFP?**

*A2. As stated in the RFP Section I-3B, the PLCB is seeking one individual to perform all statement of work requirements. Per Section I-12 of the RFP, the Issuing Office will not accept alternate proposals.*

**Q3. If we need to provide resumes for all the categories, can we provide sample resumes? Is there any page limit for resumes?**

*A3. In accordance with Section III-1B, the PLCB is requesting to review the resume of the professional who will be engaged in the work. There is not a page limit for this resume.*

**Q4. Is the project expected to be done from onsite or can it be performed from remote (India) also?**

*A4. In accordance with Section I-19, Offerors must have the capability to work remotely, with the potential for in-office work as required by the PLCB. The IT Policies of the Commonwealth of Pennsylvania require that all Commonwealth Data be stored and accessed within the continental United States. Therefore, offshore resources will be rejected outright.*

**Q5. Is there any workstation fee for the resource to work onsite?**

*A5. No.*

**Q6. Do you have an estimated budget set for this project?**

*A6. No. The responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors will be considered for contract award. Please see Part II of the RFP for a more thorough description of how proposals will be evaluated.*

**Q7. When is the anticipated project start date?**

*A7. As soon as possible once a contract is executed and all necessary Commonwealth approvals are obtained.*

**Q8. Do you have any incumbent for this project? If yes, will the incumbent be allowed to bid?**

*A1. This is a new position for which there is no incumbent.*

**Q9. Is there any local preference?**

*A9. See A4.*

**Q10. Can you please elaborate on SAP/SRM Vendor Number as required in Appendix A? We are registered in Washington. Please let us know what exactly needs to be provided here.**

*A10. "SAP/SRM Vendor Number" is your company's Vendor Number if you are already a registered vendor with the Commonwealth of Pennsylvania. The PLCB requires Suppliers to register with PLCB's own Oracle system. If you have an existing SAP/SRM Vendor Number with the Commonwealth, those records can be transferred into our Oracle system. Please refer to **Section IV-4. Supplier Registration** of the RFP for information on how to register as a Supplier for the PLCB. Registration must be completed in order to submit a response to the proposal. When an Offeror registers, they will be issued a Supplier number.*



## ADDENDUM

Date: **July 8, 2022**  
Subject: **Proposal Due Date Extension for Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation**  
RFP Number: **270005**  
Due Date/Time: **July 15, 2022, 1:00 p.m. ET**  
Addendum Number: **2**

---

To All Offerors:

A solicitation "Addendum" is defined by the Commonwealth of Pennsylvania as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Request for Proposals or Request for Quotations).

*List any and all changes:*

- The requirement that all proposals be submitted via the PLCB's Oracle Supplier Portal as described in Section I-10A of the RFP is hereby waived. Proposals may be submitted either via the Supplier Portal or via email.
- If submitting via email, Offerors must contact the Issuing Officer 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. 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.
- Further, pre-registration in the PLCB Supplier Portal is no longer required to submit a proposal to this RFP. However, the Selected Offeror will still be required to register before a contract can be awarded.
- Due to the above modifications, the time and date specified in the RFP Calendar of Events for electronic proposal submissions has been extended from 1:00PM ET on July 8, 2022, to **1:00PM ET on July 15, 2022.**
- All proposals must be properly signed, per the [signature requirements of the Pennsylvania Procurement Handbook](#).

**It is recommended that potential offerors request access to the OneDrive folder by Wednesday, July 13, 2022, to ensure timely access.**

If you have already submitted a bid to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the above address.

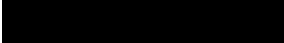
Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: **Joshua D. Greene**

Title: Issuing Officer

Phone: 

Email: 



# Avaap U.S.A. LLC Proposal

REQUEST FOR PROPOSAL for DATA GOVERNANCE SUPPORT FOR  
ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM  
IMPLEMENTATION



submitted by: **Nehul Vyas** | Vice President

XXX-XXX-XXXX



## CONTENTS

---

<b>Cover letter</b> .....	<b>1</b>
<b>III-1. Offeror Qualifications</b> .....	<b>2</b>
A. Company Overview .....	2
Our Core Capabilities.....	3
Our Experience .....	4
B. Personnel.....	8
C. Prior Experience of Proposed Individual.....	13
D. Substitutions.....	15
<b>III-2. Financial Capability</b> .....	<b>16</b>
<b>III-3. Work Plan</b> .....	<b>17</b>
A. Data Governance Strategic Leadership.....	17
B. Project Management Tasks and Responsibilities.....	18
C. Policy Development Tasks and Responsibilities .....	19
D. Data Infrastructure Development and Maintenance Tasks and Responsibilities.....	19
E. Requirements.....	19
F. Emergency Preparedness.....	19
<b>III-4. Reports and Project Control</b> .....	<b>21</b>
A. Status Report.....	21
B. Problem Identification Report.....	21
<b>III-5. Objections and Additions to Standard Contract Terms and Conditions</b> .....	<b>22</b>
<b>Appendix A RFP Cover Sheet</b> .....	Error! Bookmark not defined.
<b>Appendix B Corporate Signatory Delegation Authorization Form</b> .....	Error! Bookmark not defined.
<b>Appendix C Trade Secret, Confidential, Proprietary Information Notice Form</b> .....	Error! Bookmark not defined.

## COVER LETTER

---

July 8, 2022

To Whom It May Concern,

Avaap is pleased to have an opportunity to present our proposal to the Pennsylvania Liquor Control Board – Bureau of Purchasing and Contract Administration in regard to RFP NUMBER: 270005: DATA GOVERNANCE SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM IMPLEMENTATION.

Since 2006 we have been helping our clients in state and local governments achieve transformation goals through technology, process and people enablement services. As you will see, our core "go-to-market" capabilities and deep data & analytics expertise align well with this initiative and Avaap has extensive experience supporting public sector clients through various data governance initiatives.

While we are proposing one of our most experienced consultants for the Data Governance Lead role, please know that our proposed resource brings the full depth of Avaap's Data and Analytics practice with him, inclusive of our company's strong approach to designing and implementing data governance, alongside the tools required to successfully execute upon the requirements noted in this RFP.

Our experiences in delivering high-profile analytics engagements will affirm the strong client satisfaction scores we maintain, and we believe they demonstrate that our approach to partnership is valued as evidenced by our follow-on consulting engagements with them. Our intent is simple and will be super focused; Avaap wants to serve as a strong leader and collaborative partner with the Pennsylvania Liquor Control Board to successfully establish exceptional data governance to help support the organization's growth goals with the Oracle transformation initiative.

On behalf of the Avaap team, thank you for this opportunity to be considered a potential vendor partner to support the Pennsylvania Liquor Control – Board of Purchasing and Contract Administration through this very important initiative.

Regards,

A handwritten signature in black ink, appearing to read "Jeff Brown", is written over a solid black horizontal line.

Jeff Brown, Vice President



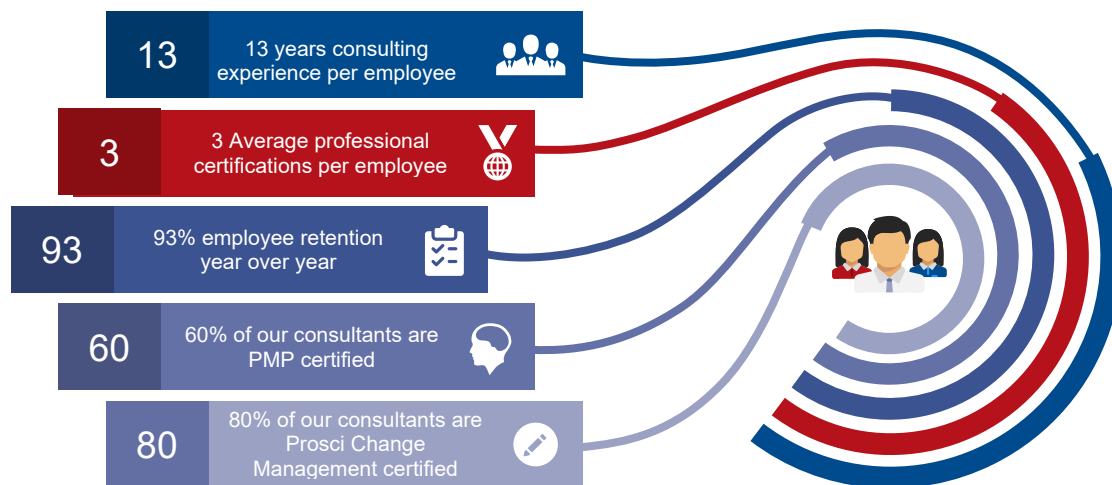
## III-1. OFFEROR QUALIFICATIONS

### 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 or the qualifications of the individual professional being proposed for the Project. List any current contracts that may present a conflict of interest. An organizational chart should be included that identifies the personnel who will perform the work.

Avaap is a limited liability company founded in 2006. Since then, Avaap has become a fast growing and leading provider of IT services and solutions for organizations that use enterprise ERP software applications. With deep expertise in government, higher education, non-profits, and other industries, Avaap delivers solutions that assess and plan for strategic IT changes, analytics, accelerate implementations, extend software capabilities, and help customers achieve more immediate value from technology investments.

Our organization began offering customers rapid, reliable, predictable, software implementations, version upgrades and consulting services for cloud and on-premises deployments. Our strategy and philosophy for how we work is simple and straightforward: **we hire the most experienced, high-performing consultants and empower them to focus totally on delivering client success.** We have evolved our approach to match the sophistication of vendor offerings and customers – through knowledge transfer or from their own market experiences. We tailor our approach to our client: your unique needs, cultural nuances, environment and strategic intent. Avaap’s people are our most valuable assets. We boast a time-tested roster of professionals who bring the necessary toolsets and experience to your strategic initiatives. We pair teams of industry-leading IT professionals with career management consultants and career healthcare professionals to ensure each team is well rounded and positioned to provide the strategic insight and technical abilities your project requires. We consistently attract and retain high- performing consultants that maintain certifications with key vendor partners, many are Project Management Professional (PMP) certified, and Prosci® certified.



Avaap is known for delivering transformative customer experiences. We are at the forefront of helping customers realize the value of a wide variety of ERP solutions and change initiatives. We are vendor-neutral, and our skills cover every facet from helping you select the right solution, to implementing and supporting the solution you select. We use our expertise in each project including facets such as program management, business process analysis and design, and organizational change management

### **Additional requested company details:**

Ownership: Avaap is a limited liability company owned by chairman and founder Dhiraj Shah, and New Mainstream Capital (NMS Capital).

Current Contracts: At the time of submission, Avaap is not conducting business under any contract that would present a conflict of interest for this work.

### **Our Core Capabilities**

Our consulting expertise pushes value and efficiency to our clients through our core capabilities: Business Analysis and Process Design, IT Strategy and Vendor Selection, Program and Project Management, Organizational Change Management, Business Intelligence and Analytics, Solutions Architecture, and Testing and Deployment. We can synthesize many of these capabilities together to successfully deliver a variety of different projects for our customers. This includes vendor selections for Next Generation ERP systems. This type of work is what we do and we have a proven track record of delivering demonstrable results for our customers.

#### **IT Strategy**

It is critical that IT goals, objectives and strategies continually align with those of the overall enterprise and with other departments. To create this alignment, an effective method involves the development of specific strategies in their areas of responsibility. Avaap's experts align your IT strategy with your overall corporate strategic direction, addressing key business levers, such as processes, tools and technologies, costs, performance metrics, and your organizational structure.

#### **Vendor Selection**

Strategic Assessments and Software Selection projects also fall under our Strategy capability. This includes organizational alignments, vendor neutral assessments, RFP writing, solution selection, vendor demonstrations coordination, & contract negotiations with a chosen solution provider, and pre-implementation advisory.

#### **Program and Project Management**

Our experience in managing complex, multi-faceted projects enables us to help you succeed with even the most daunting transformations. We have demonstrated excellence in preparing and leading on-time, large-scale information system implementations, designing project management offices, and performing detailed quality assurance audits and risk mitigation.

#### **Organizational Change Management (OCM)**

OCM helps your organization deliver results through your people during a change initiative. Our OCM capability is powered by the Prosci® method, which enables results by aligning people with strategy; identifying and enabling the desired behavior changes needed to achieve results; accelerating adoption, utilization, and proficiency in the new processes, technologies, and relationships; and helping people transition through the period of change.

#### **Business Analysis and Process Design**

We utilize techniques from Business Process Modeling Notation and Lean IT as part of a highly effective approach for facilitating current state analysis and future state design. Clients engage us to ensure that business process requirements are gathered comprehensively and follow implementation as part of



changing demands and requirements of the government sector, allow us to quickly and efficiently address your needs, both today and in the future.

Our partnership over the past decade with the State of Ohio is a strong example of our level of consistent, excellent service to our state and local government clients. We have designed and implemented a full-scale enterprise Business Intelligence Center of Excellence to the ever continuing expansion into the modern analytics space, exhibited by the capabilities of the Innovate Ohio platform:

<https://innovateohio.gov/wps/portal/gov/innovate/platform>

We pride ourselves in understanding the nature of state government and have fostered a delivery approach including:

- developing deep and meaningful relationships with our stakeholders
- viewing our work effort as providing true value to both internal and external stakeholder groups on behalf of the state
- taking a proactive strategy to ensure our delivered solutions are sustainable for effective operational efficiency, and have the capacity to grow and enhance to address the priorities of state government

These core tenants have lent themselves in our work supporting multiple agencies within the State of Ohio government landscape and we fully anticipate bringing our delivery approach and core tenants to support Concord through this initiative.

Additionally, we have played critical leadership roles working with government agencies and organizations to implement the latest technology and streamline their business processes. Our clients have partnered with us to solve problems that face many organizations. They range in scope from operational system upgrades to organizational and process design. We work with state and city government organizations in all our regions.

Client / Project Description
<p><b>State of Ohio Department of Administrative Services</b></p> <p>Avaap (formerly Navigator Management Partners) has partnered with the State of Ohio on several assessment and multiple implementation initiatives. Avaap conducted a BI assessment to recommend the right platform and tools and successfully built its data warehouse in HCM and FIN. The program was recognized and awarded locally and nationally. Additionally, Avaap was contracted to do an assessment of the FIN ERP tool and recommend business process improvements prior to the upgrade.</p>
<p><b>City of Columbus</b></p> <p>Avaap has been engaged with the City of Columbus to support several initiatives filling Project Management, Organizational Change Management, Business Analysis, and Data Conversion roles. These initiatives include a Ceridian timekeeping implementation and a MS Dynamics upgrade. Avaap has worked closely with the City to support the execution of these enterprise initiatives spanning a number of different departments and impacting a large number of City employees. This includes creation of the overall OCM strategy and rollout, conducting data conversion activities, leading user acceptance testing, and developing training to support the adoption of these projects.</p>
<p><b>City of Cleveland</b></p> <p>Avaap has provided the City of Cleveland with a variety of services since 2018. Our ongoing efforts with the City include the development of a new technology policy manual and related policies and procedures. We are also leading the development of a new website, and content management, along with project management for a City Works initiative on Urban Forestry.</p>

## Client / Project Description

### City of Baltimore

Avaap has been engaged to support the Baltimore City Police department (BPD) with change management and communications support for a City-wide Workday implementation. The City of Baltimore was moving from an ADP HR/Payroll system to Workday. The BPD is one of the largest (in number of employees) and the most complex of the City's agencies (in terms of employee HR data, schedules [24/7 operation], union contracts, payroll premiums based on contractual requirements, civilian v sworn employees to name a few).

### Indiana Office of Technology

The State of Indiana requested Navigator's help with an assessment of its HR and Financials system called GMIS (Government Management Information System). The goal of the assessment was to provide recommendations for how the GMIS organization should be structured to support the HCM and FIN modules. The Navigator team assessed roles and responsibilities in the current organizational structure, reviewed existing documentation, conducted interviews with key stakeholders and business owners, hosted cross-agency and 'by role' focus groups, and deployed an internal GMIS employee survey. These data sources provided a thorough snapshot on current organizational structure and performance, which led to organizational improvement recommendations.

### State of Ohio Department of IT

Avaap conducted the Analyze phase of upgrading the Office of Information Technology (OIT) Ohio Administrative Knowledge System (OAKS) Financials System. The team placed a heavy emphasis on achieving desired business outcomes and benefits through this upgrade project. Enhancements to business processes, organizational structures, technical architectures, and individual roles and responsibilities were all to be considered as part of the potential for business benefit. These were in addition to the baseline technical benefits that come from a minimalist technical upgrade to any system. The team used previous benchmarking studies as input into their analysis, as well as older business case studies that have been performed at the state. The team was able to identify substantial opportunities to improve the business performance of the State and to capture business benefits through this project.

### State of Oregon Department of Administrative Services

The Oregon Department of Administrative Services engaged Avaap to implement Workday HCM to further meet the business needs of users by delivering comprehensive functionality, valuable reporting, increased efficiency, and improved risk management, while remaining relevant with a robust self-service function. Avaap was subsequently engaged to provide change management services and delivered several rounds of Prosci® Training to change management resources across state agencies.

### State of Maryland Department of IT

Avaap supports multiple agencies, including DBM/DoIT where we are helping them manage their implementation of Workday HCM. Avaap would help with project management, business process reengineering, and strategic planning with their Workday HCM implementation. The Project Manager led focus groups to identify and document the State's business requirements utilized in the RFP selection process. The functional team was responsible for ensuring the business process configuration delivered the requirements, legacy data conversion mapping and validation, tenant configuration validation, testing, collaborating with the training team on course content and delivery, and post-go live support.

### Massachusetts Department of Higher Education

The Massachusetts Department of Higher Education partnered with Avaap to pilot a more suitable and flexible data storage and analytics platform to reduce the burden of maintenance and improve the data submission and validation procedures. Avaap implemented a solution with Snowflake as the data repository. Avaap developed a proprietary, automated script for converting data warehouses to Snowflake in an extremely efficient manner, which was used for this conversion and can be adjusted as needed for different source databases. This Snowflake instance was configured to use the Amazon Web Services (AWS) platform. Avaap also utilized other AWS tools like S3 for data file/form storage and Lambda for the validation procedures. By utilizing Snowflake's data sharing capabilities, each institution can easily and securely view only their data, keeping data centrally governed.

**Client / Project Description**

**Georgia State Road and Toll Authority**

The agency State Road and Toll Authority (SRTA) recognized the need for a digital transformation of their entire organization. The Offices of Information Technology (IT) and Transportation Performance and Innovation (TPI) partnered with Avaap (formerly Navigator Management Partners) to determine the current state of their combined data organization and develop a strategy to reach a data driven state. An assessment phase was initiated through workshop interviews with several key business unit stakeholders to cover key areas of the organization’s Data Governance, Technology Capacity, Organizational Culture, and Data Maturity. Upon completion of the current state assessment, Avaap delivered a future vision that included near-term wins and a three year road map with resource, process, technical and data centric improvement opportunities. Lastly, Avaap moved to the implementation phase of the road map bringing the vision to reality.

**Columbus Metropolitan Library**

Avaap (formerly Navigator Management Partners) was contracted to assist the Columbus Metropolitan Library in a search and selection for a replacement of their SunGard OneSolution financials ERP software. Avaap not only facilitated the software selection, but also assisted in the implementation phase.

Our success is focused on three pillars: employee engagement, talent development, and outstanding customer experience. Done well, it leads to growth in value for our investors and pride among our citizens. Our strategy and philosophy for how we work is simple and straightforward: we hire experienced, high-performing consultants with business experience and empower them to focus on delivering client success.

The broad and extensive experience our team brings across various industry verticals has enabled our global customers to leverage investments and optimize their technology spend. We offer expert-level consulting services across our leading partnerships

**100+** Corporate Awards

**275+** Consultants & Business Professionals

**200+** Customers

**12+ avg.** Years of Experience

**15+** Years in Business

**ORACLE GOLD PARTNER**

Workday Advisory Partner

Workday AMS Partner

Workday Services Partner

100 BEST PLACES TO WORK 07.11

Great Place To Work

Modern Healthcare BEST PLACES TO WORK

## B. Personnel

**Identify the professional who will be engaged in the work, including the employee's name and, through a detailed resume or similar document, the candidate's educational and professional credentials, including relevant certifications, if any. If Offeror is a company, indicate how long the designated professional being assigned to this project has been with your company.**

---

Avaap is proposing Rodolfo Reopell to lead this work at PLCB. Rodolfo is an experienced data and analytics expert offering fresh insight and a passion for helping organizations get more value from their data. Accomplished IT senior leader with a wealth of experience in design and development of enterprise data strategy and architecture, data governance and management frameworks, data warehousing, business intelligence and analytics programs. He has led similar projects at clients across multiple industries, as indicated in his resume, included below. Rodolfo has been with Avaap for two years.



## Rodolfo Reopell, MBA, CBIP

### Executive Summary

Data and analytics expert offering fresh insight and a passion for helping organizations get more value from their data. Accomplished IT senior leader with a wealth of experience in design and development of enterprise data strategy and architecture, data governance and management frameworks, data warehousing, business intelligence and analytics programs.

### Experience Highlights

- 25 years of experience consulting, leading, coaching and managing multidisciplinary teams on data and analytics projects and programs.
- Senior IT director, leading and managing the enterprise business intelligence (BI) and data warehouse (EDW) group for a large academic medical center.
- Broad knowledge of data warehouse, BI, data integration and data engineering best practices, methodologies, data architectures, technologies, tools and vendors.
- Solid experience with developing and implementing data governance, data stewardship, data quality, metadata management and data catalog programs.
- Successful track record of planning, leading and managing the execution of data modernization strategies, including roadmap development, replacement of enterprise data platforms and tools, cloud adoption, self-service and data literacy enablement.
- Extensive experience in project management and in development and management of IT professional services contracts and resources.
- Strong technical background as database and data integration developer, BI and data warehouse architect and developer, data modeler and data analyst.
- Worked extensively with all core business functions – operations, finance, sales, marketing, HR, customer service, supply-chain, logistics, legal & compliance, IT, strategic planning, R&D, and executive management team.
- Technical and business development experience across many industry segments – government, healthcare, retail, manufacturing, logistics, banking/finance, insurance, education, aviation, consulting, software, hardware, engineering and construction.
- Eloquent technology evangelist with extensive experience promoting benefits, understanding and building consensus for IT initiatives at all levels of the organization.

### KEY STRENGTHS

- Enterprise Data and Analytics Strategy
- Data Governance, Data Cataloguing, Metadata Management and Data Quality
- Data Warehousing and Business Intelligence
- Data Integration and Data Engineering
- Data Modeling, Data Architecture, and BI/Semantic Model Development
- Information Management Consulting
- Coaching, Training and Team Development
- Business Performance Reporting and Analytics
- Strategic Planning

### EDUCATION

- Masters of Business Administration (MBA), Fisher College of Business of The Ohio State University
- Bachelor of Science, Computer Science, Federal University of Paraiba/Brazil

### Professional Background

- Avaap, Solution Architect/Data Strategy and Data Governance Lead, 2021–Present
- The OSU Wexner Medical Center, Executive Director BI & Data Warehouse, 2013–2021
- g2o (formerly ICC), BI Data Architecture Consulting and Practice Lead, 2007–2013
- Covansys Corp., BI Practice Lead/Manager of Business Development, 2002–2007
- Cornerstone Solutions, Inc., DW and BI Practice Founder and Manager, 1999–2002

### Certifications

- CBIP (Certified Business Intelligence Professional)
- Agile CSM (Certified Scrum Master/Scrum Alliance)
- Project Management Professional (PMP/PMI)



## **Rodolfo Reopell - Work Experience Detail**

### **Kimball Midwest: Data Governance Lead, and Data Modernization Strategy Advisor, 2022-present**

Outlined the strategic vision and ideal state of data governance development at the organization for the next 3-5 years.

Defined how data governance will be integrated into existing software, business intelligence and data warehouse projects methodologies and life cycle management. Defined implementation approach, operating model and processes for the creation and maintenance of the Enterprise Data Catalog. Provided expert knowledge and recommendations on several aspects of ongoing data modernization initiative, including: architecting the Power BI platform as a scalable enterprise reporting and analytics solution, developing and governing self-service bi and reporting capabilities, data modeling for cloud-based data warehouse (Azure Synapse), and improving Agile data warehouse and BI projects methodology.

### **LCMC Health (Avaap consulting engagement): Data Architecture and Business Intelligence Strategist, 2021**

As part of a large Workday transformation project assisted customer with refining its data and business intelligence (BI) strategy to advance its analytics capabilities and leverage the new ERP data platform. Helped with development of strategic roadmap and a tactical plan that defines the approach and identifies initiatives and activities to implement the future-state BI architecture and processes. Made recommendations for design and implementation of a robust demand management process for data and reporting requests that improves transparency, governance and customer experience, rationalizes the use of BI resources, and aligns prioritization of projects and data requests with organization goals. Provided analysis on resources and organizational changes that are required to implement the BI tactical development plan and strategic vision.

### **The Ohio State University Wexner Medical Center, Executive Director BI and Data Warehouse, 2013 – 2021**

Led the operations, management and strategic development of the enterprise data warehouse (EDW) and business intelligence programs in support of the three Medical Center missions; i.e., Healthcare, Research and Education. Improved, rationalized and modernized the enterprise BI and data warehouse platforms and architecture; replacing all major inefficient legacy environments (i.e., EDW, data integration and end-user applications). Developed data analytics strategic plan, BI and DW roadmap, and lead broad adoption of an enterprise data discovery and visualization tool. Led and provided expertise, design and development work for the organization's data governance, data stewardship and data catalog functional and operational frameworks. Improved BI and analytics teams' productivity, quality, consistency and reliability of service and deliverables by assessing current practices and establishing best practices, including: formalizing project management and adapting agile methods, using rapid prototyping in BI projects, defining reference architecture, adopting standard data modeling and coding practices, developing reusable assets and artifacts', and establishing a robust value-based demand management process.

### **g2o, (formerly ICC – Information Control Corporation), Data Architecture Practice Lead, 2007 - 2013**

#### ***Nationwide Children's Hospital: Assessment of Enterprise Data Warehouse and Business Objects Implementation***

Reviewed and provided recommendations for architecture and strategy of enterprise data warehouse and business intelligence. The scope of the assessment included: (1) Revision of data integration and data movement (ETL) architecture and code design. (2) Assessment of data warehouse physical data model and implementation. (3) Revision of BI application/Business Objects (BO) architecture, metadata design (BO universes), reports and other access methods. (4) Identification and documentation of issues with current environment, assessment of risks with existing strategy and architecture, near-term recommendations for improvement and roadmap for future state.

***CardinalHealth: Business Intelligence Lead Architect***

Principal BI architect responsible for development of new reporting and data analytics applications as part of a very large business transformation initiative, including implementation of new ERP system, and development of new enterprise data warehouse (EDW). Provided direction and mentored architects, development teams and other technical team leads in BI-related architectural issues and best practices. Accountable for key EDW design decisions. Collaborated with architecting and implementing an authentication and security model for EDW data access for the global organization. Assisted newly created BI Center of Competence in defining enterprise BI standards and best practices, and developing roadmap for corporate BI and reporting.

***NetJets: Data Architect and Data Modeler for Enterprise Data Warehouse***

Responsible for conceptual, logical and physical design of enterprise data warehouse and data marts to support reporting and data analysis across multiple lines of business and geographic areas. Facilitated workshop sessions with key representatives of business areas to define data requirements, and reaching consensus on modeling of business information. Architect of ETL strategy for all processes moving data from disparate systems into the data warehouse and data marts, including design of strategy to handle change data capture, slowly changing dimensions, ETL process logging and auditing, and disaster recovery. Performed source system analysis and developed specification of logic for ETL.

***Nationwide Bank: Business Intelligence Architect and Business Analyst***

Lead and conducted interviews with a broad range of users to capture their decision support requirements. Facilitated discussions with business users to anticipate future needs and opportunities. Identified data requirements for the data warehouse, including business metrics, business dimensions and hierarchies. Documented and modeled requirements helping end users' clarifying and refining definition and descriptions of business data. Responsible for the end-to-end vision of the flow, interface, and design for required data elements from source to the data warehouse, including data staging area and an operational data store.

***Covansys Corp., BI Practice Lead/Manager of Business Development, 2002 - 2007***

***Commonwealth of Massachusetts/Executive Office of Health and Human Services: DW & BI Architect and Team Lead***

Multi-year project to develop a system for the Commonwealth of Massachusetts to be utilized as common information processing/technology platform for current and future health and human services programs. Responsible for planning, design and management of development of reporting and data analysis functionality for the entire application. Designed process and methodology for assessment and capturing of reporting and analysis requirements. Defined technical approach for implementation of interface between Cognos BI tools and the business application. Senior advisor for the enterprise data warehouse group providing assistance with data architecture, data model, BI and Reporting SDLC methodology.

***Retail Ventures Inc., (retail conglomerate including DSW Shoes, Filenes Basement and Value City Stores): BI Architect***

Provided advisory and technical development services in support of the enterprise data warehouse initiative, corporate packaged CRM application implementation and various analytical applications. Assisted client in choosing best practices and establishing a formal process to ensure data quality in its data warehouse and analytical applications environments. Performed analysis, design and development of MicroStrategy BI tool project schema and reports to support Customer

Analytics, Customer Loyalty Program Analysis, Campaign Management, Enterprise Sales Reporting, Merchandise Strategy Planning, Store Operations and Performance.

***General Motors: Data Integration/ETL Architect and Team Manager***

Provided assessment of the organization's data source environments. Designed the ETL (Extract, Transform and Load) architecture and strategy, including description of technical components, interfaces and processes for the propagation of data from source systems through the application infrastructure (i.e, Enterprise Data Warehouse, ODS, Data Marts, and staging area). Documented the data flows from operational systems to the application's data repositories. Created guidelines for ETL job development. Guided and managed the data acquisition developers and database administrators implementing the physical ETL architecture. Designed and assisted on building the ETL testing processes.

**Cornerstone Solutions, Inc., Data Warehouse and BI Practice Founder and Manager, 1999 – 2002**

Developed the conceptual vision and organizational direction to start a business intelligence consulting practice. Formulated project tools and methodology. Recruited, coached and led technical and sales staff. Promoted strategic partnerships with leading data warehouse/BI vendors. Consulted on strategy and designed corporate data warehouse architecture for private and public organizations. Managed all phases of BI projects lifecycle. Developed and implemented data warehouse and business intelligence solutions and provided education services using the following tools: BusinessObjects, MicroStrategy, Cognos, Ascential DataStage, ERwin, Data Architect, Oracle, and MS SQL.

**Indicate the responsibilities the individual will have in this Project and how long he or she 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 the nominated individual in accordance with Section I-16 of this RFP.**

---

Mr. Reopell will be the project lead on this initiative, responsible for project leadership, governance, and interfacing with PLCB stakeholders. He has been with Avaap for two years. Avaap follows a prescribed hiring process to identify consultants with the right experience and skillset to match our needs for our ongoing and upcoming projects. We also budget for training and personal development for every consultant every year, so that they are able to keep up to date on required certifications and build new skills. Our consultants average 13 years of experience, and in the case of our proposed resource, he has more than 25 years of experience.

## C. Prior Experience of Proposed Individual

The Offeror must provide three detailed examples of recent (within the last 1-3 years) data governance services performed by the nominated individual 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
3. Project Start and End Dates
4. Client Name and contact information, including phone and email, for reference purposes.

We have provided examples of Rodolfo Reopell’s experience on similar, recent projects below. We have provided the client contact person for each project. We respectfully request in order to be mindful of our clients’ time that PLCB let us know when you would like to get in contact with our client resources. We will be happy to connect you with them.

**Project 1: Design, Development and Implementation of Enterprise Data Governance Program at The Ohio State Wexner University Medical Center (OSUWMC);**

*Role: Director of Data Warehouse and BI/Enterprise Data Governance Lead and Administrator*

Provided conceptual vision, advised and contributed to the design of organization framework and processes, and led the organizational development and implementation of a formal enterprise-wide data governance program at the Medical Center encompassing its three mission areas—healthcare, research and education.

Assessed the current state of data governance, enterprise information management and analytics development at OSUWMC in comparison to industry best practices and recommend initiatives and deliverables for the data governance future roadmap. Facilitated definition of structure and launch of the Data Governance Steering Committee. Developed organizational change management strategy including communication and training plans. Participated in the orientation and training of executive sponsors, enterprise data domain stewards and operational data stewards. Defined the metrics to measure program success and progress and was responsible for reporting it to senior leadership. Lead the effort to rationalize data requests by instituting a standard robust demand management process and by achieving buy-in from the many decentralized areas servicing requests.

Project duration: data governance is a program and not a project, therefore it hasn’t ended, and it is still evolving. The project to implement the initial operating framework including the Data Governance Steering Committee, the operational groups of data stewards and associated processes lasted approximately one year.

**Reference Contact:** Phillys Teater, Chief Information Officer  
The Ohio State University Wexner Medical Center

**Project 2: Implementation of Enterprise Data Catalog and Metadata Management Strategy at Ohio State University (OSU) and OSU Wexner Medical Center**

Partnered with the University IT Organization to select and implement Collibra Metadata Management solution, including establishing data stewardship functions to improve data quality and impact of data and analytics programs. Defined methodology, technical and functional requirements to assess vendor solutions.

Was accountable for definition, roadmap, implementation, and management of all aspects of the data catalog design, development of data stewardship policies and processes, and providing oversight and driving its adoption across the organization.

Provided thought leadership and led the efforts to define methodology, build and implement the processes that engaged business data stewards to create, collaborate, validate and adopt common data definitions and terminology using Collibra's Business Glossary. Guided the design and implementation of processes, including integration with existing SDLC practices, to curate and catalog data assets in the central metadata repository. Promoted strategy to leverage the Data Catalog to reduce costly duplication of data assets, improve data quality and accessibility, and promote adoption of common data solutions. Participated in recruiting active support from business leaders, training and coaching business data stewards, data analysts and data architects. Integrated the use of the Data Catalog into the organization's practices related to self-service BI and analytics to enable practical governance of content created by the business areas and distributed analytics teams. Lead the Enterprise Data Strategy working group meetings and effectively partner with cross-functional IT and business stakeholders to ensure data catalog use cases are captured, prioritized, and appropriately actioned according to data governance goals and policy.

Project duration: performed role and responsibilities described above from July/2019 until July 2021.

**Reference Contact:** Laura Gast, Data Governance Program Director  
The Ohio State University

### **Project 3: Enterprise Data Governance Development for Kimball Midwest**

#### ***Role: Data Governance Lead/Architect***

Kimball Midwest is a leading national distributor of maintenance, repair and operations (MRO) products and services. Was contracted in this role to establish an enterprise-wide data governance program, with focus on improvement of data quality, availability and transparency, and the protection of sensitive data through change to organization behavior, policies, processes and standards, governance metrics, related tools and data architecture. Responsible for design and implementation of the Enterprise Data Governance organization framework and processes. Create and maintain a roadmap for implementation of enterprise data governance at the organization, including strategic priorities for development of data and analytics capabilities.

Define roles and responsibilities related to data governance, educate and train key stakeholders in the performance of their "new" data governance and stewardship roles. Design and facilitate integration of data governance and stewardship tasks and controls into existing software development practices and project management methodology. Develop approach, design metadata repository structure, advise on metadata capture and authoring best practices, support and provide oversight for implementation of Data Catalog and Business Glossary.

Project duration: March/2022 to present

**Reference Contact:** Gautham Jayaraman, Chief Information Officer  
Kimball Midwest

## D. Substitutions

The PLCB must approve or disapprove all staffing substitutions and changes. Once the approved data governance professional is assigned to this Project, the selected Offeror may not re-assign this asset to another project without prior written consent from the PLCB. The PLCB has the right to require replacement of the data governance professional in the event of unacceptable performance of the work.

Any planned staffing substitutions must be submitted to the PLCB Project Manager forty-five business days prior to the substituted or replaced staff starting work. The PLCB must not incur any Project delays due to knowledge transfer to new Offeror personnel resulting from staffing substitutions or replacement.

---

Avaap understands this requirement.

## 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.**

---

Avaap is a privately held company and does not share its confidential financial information. Upon execution of a mutual NDA with the PLCB, we would share our financial statements. To speak more generally of Avaap's financial condition, we are a high-growth company named to the Inc 5000 list of fastest growing companies eight times. We have a positive balance sheet and maintain low debt.

### III-3. WORK PLAN

---

**Describe in narrative form your plan for accomplishing the work using the following responsibilities and tasks as your reference point. 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.**

---

#### **A. Data Governance Strategic Leadership**

Large system implementations or cloud migrations, like the one PLCB is undertaking, are rarely successful without proper governance of the newly established databases and the migration processes that feed them. Inaccurate or unreliable data will negatively affect adoption, which will ultimately cause the mission and any downstream reporting efforts to fail. The recommended approach, as led by an Avaap Data Governance resource, is in line with the tasks outlined in this RFP, as shown below.

The first line of defense for data integrity lies within the business system that originally captures the data. When possible, critical data points should be required and restrictions around what can be entered (data type, length, format, etc...) should be applied. Avaap is in agreement with the general approach to the “Data Steward” concept discussed in this RFP. The data stewards would be involved in the decision to add additional data points to each system/system area and would be responsible for ensuring the timely and accurate entry of data by all users. An ideal data steward would have an in-depth understanding of their system (or portion of the system) and the business processes around it, but would also have an in-depth understanding of how that data impacts downstream systems and reporting tools. It is recommended that you document the specific responsibilities of each system or subject area data steward and hold them accountable for fulfilling those responsibilities by reviewing data quality and actions taken toward improving it regularly.

The next level of data governance will be within any pipelines that move, transform, or integrate data with any downstream systems, databases, or reporting/analytics. Governance in this area will need to occur during any initial development processes and then be controlled by proper code versioning and QA processes going forward.

It is not enough to develop governance strategies and assign stewards in each of the above areas. You will also need to make sure all people responsible for the input of information and consumption of the output of information are bought in and adhering to your expectations of them. Avaap will develop the PLCB governance strategy to include processes for adoption monitoring, training, and user-feedback collection.

As specified in this RFP, a governing body will need to be established to execute and enforce the resulting governance strategy. Avaap has experience in this area and will aid in the establishment of this body and will help enable PLCB to maintain this governance in a self-sufficient manner beyond our engagement.

#### **1. Evaluate existing agency capabilities, processes and infrastructure, across all levels of the organization, to identify areas of improvement and determine staffing needs, ultimately building a data governance framework and organization to ensure data integrity and consistency.**

---

Avaap fully envisions incorporating the core elements and activities described in bullet #1 in our overall approach and tactical workplan.

#### **2. Develop a data governance and master data management roadmap identifying key challenges, opportunities and plans for growth and improvement over time.**

---



Avaap fully envisions incorporating the core elements and activities described in bullet #2 in our overall approach and tactical workplan.

---

**3. Implement and monitor business processes and foster an organizational culture to reinforce data management roles and ensure accountability for data integrity and accuracy.**

---

Avaap fully envisions incorporating the core elements and activities described in bullet #3 in our overall approach and tactical workplan.

---

**4. Evaluate data accuracy and integrity, developing and managing appropriate and executable plans for data cleansing. Solve cross-domain data governance issues and escalate as needed.**

---

Avaap fully envisions incorporating the core elements and activities described in bullet #4 in our overall approach and tactical workplan.

---

**5. Liaise with all levels of PLCB staff – including executive leadership, management/supervisors, IT staff and business/functional subject matter experts – to ensure standards for data quality and protection are adopted effectively.**

---

Avaap fully envisions incorporating the core elements and activities described in bullet #5 in our overall approach and tactical workplan.

---

**6. Establish and maintain a framework of regular data governance meetings and reports to ensure collaborative review of data governance practices and processes, appropriate and timely escalation of data management issues and recommendations for changes and effective downstream communication of changes to data management practices, standards and processes.**

---

Avaap fully envisions incorporating the core elements and activities described in bullet #6 in our overall approach and tactical workplan.

## **B. Project Management Tasks and Responsibilities**

**The data governance professional will develop and maintain project plans; determine the scope of projects, including cost and budget estimates, and schedules; document the overall requirements and anticipated benefits; ensure that technical skills and resources are utilized to complete the project within established time frames; monitor and report on progress against the established plan; and resolve critical issues and conducts formal reviews at critical milestones.**

---

Our proposed resource is a certified Project Management Professional (PMP). Avaap emphasizes training in this area for all consultants, with most typically maintaining a PMP or other PM/BA related certifications. Avaap will meet the above-mentioned requirements related to project management for this engagement.

## C. Policy Development Tasks and Responsibilities

The data governance professional will develop and implement policies, plans and standards related to data management and data governance; develop and approve standards related to sharing requirements; and make changes to policies, plans and standards as necessary to ensure alignment with established goals.

---

Once the governance strategy is established, the Avaap governance resource will take the necessary steps to develop and implement any policies that are necessary to follow this strategy.

## D. Data Infrastructure Development and Maintenance Tasks and Responsibilities

The data governance professional will evaluate existing data storage, maintenance, access, retention and analytics infrastructures and policies/practices and provide recommendations for new or upgraded technology to optimize efficiency, accuracy, consistency and cost of data access and analysis to suit business needs and priorities.

---

Avaap's advisory consulting business unit has a heavy emphasis in the Data & Analytics space. The proposed governance resource is a leader in our Data & Analytics practice and will bring his expertise in the modern analytics landscape and will be able to provide recommendations of tools and platforms that are best suited for PLCB.

## E. Requirements

Personnel identified for this Project should have demonstrated relevant experience in wholesale and/or retail environments.

---

The proposed Avaap governance resource has experience in wholesale, distribution, and retail environments as outlined in the provided resume.

## F. 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.

---

During the height of the COVID-19 pandemic, Avaap continued the active projects it already had in progress with nearly all of our customers. The only exceptions were when a customer made a financial decision to pause or cancel a project due to uncertainty. Due to our effective up-front planning and focus on project management skills in our employee base, we were able to maintain productivity and communication with our clients while moving to a remote service model.

**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)**

Our plan is shared with employees on a periodic basis based on their role. The majority of our workforce is remote and is able to communicate in multiple ways.

**b. Identified essential business functions and key employees (within your organization) necessary to carry them out**

Essential business functions are primarily carried out by our shared services resources and supported by payroll and accounting resources. We use cloud-based systems for core business functions and collaboration.

**c. Contingency plans for:**

**i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.**

We manage this through our normal staffing process – client needs are escalated to the appropriate resource manager, who has visibility into our resource pool and can reassign resources as needed. Given that this project is a one-resource engagement, we would anticipate potential short-term sick time being necessary, as with all resources. For a longer term illness, we would work closely with PLCB to identify a suitable replacement resource, as is detailed in our staffing procedures.

**ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.**

Our workforce is equipped to work remotely. Each employee is issued a laptop and has remote access to all necessary systems. We work with clients to implement appropriate security measures and follow client guidelines/procedures regarding off-site work. Avaap has had a great deal of success working with clients remotely since the onset of the pandemic in 2020.

**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.**

We have contact information for all staff and can communicate directly with employees when primary systems are not available.

**e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.**

Our plans are reviewed and tested internally periodically. We do not currently engage a third-party to test our emergency response plan.

## III-4. REPORTS AND PROJECT CONTROL

---

### **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.

---

Avaap fully expects to execute weekly status progress reports, containing all the necessary details, as described in the A. Status Report section.

### **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.

---

Avaap will provide these reports if/when problems arise. As a part of our project management tools and project status tracking, we can produce issue and risk management logs, with methods for rectifying problems.

### 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.**

---

Avaap has read and reviewed the terms and conditions and will adhere the PLCB requirements.




**APPENDIX A PROPOSAL COVER SHEET  
COMMONWEALTH OF PENNSYLVANIA  
LIQUOR CONTROL BOARD  
RFP #270005**

The technical and cost submittals provided with this document constitute the complete proposal of the Offeror identified below for the above-referenced RFP:

<b>Offeror Information:</b>	
Offeror Name	Avaap U.S.A. LLC
Offeror Mailing Address	1400 Goodale Blvd. Suite 100 Columbus, OH 43212
Offeror Website	<a href="http://www.avaap.com">www.avaap.com</a>
Offeror Contact Person	Jeff Brown
Contact Person's Phone Number	[REDACTED]
Contact Person's E-Mail Address	[REDACTED]
Offeror Federal ID Number	[REDACTED]
Offeror SAP/SRM Vendor Number	[REDACTED]

<b>Submittals Enclosed:</b>	
Δ	Technical Submittal
Δ	Cost Submittal

<b>Signature</b>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	Jeff Brown
Title	Vice President

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

**APPENDIX C**

**TRADE SECRET/CONFIDENTIAL  
PROPRIETARY INFORMATION NOTICE**

**PLCB RFP # 270005**



**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: Avaap U.S.A. LLC**

**Contact information for submitting party:**

Jeff Brown, Vice President  


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

Avaap is submitting a proposal response to the Pennsylvania Liquor Control Board RFP 270005.

**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*)**

Avaap is submitting these materials as a response to RFP 270005 for Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation.

**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.

	Vice President	07/07/2022
Signature	Title	Date

## **APPENDIX D**

### **COST SUBMITTAL TEMPLATE**

Offeror Name: Avaap USA LLC

- 1.) All yellow highlighted cells on worksheet must be completed.
- 2.) Payments for this Contract will be based on a fixed-price, hourly rate.
- 3.) Regular working hours are expected to be from 8:00am through 5:00pm Monday through Friday, with the exception of holidays recognized by the PLCB and scheduled and approved time off.
- 4.) Estimated Total for Year 1 based on an average of 40 hours per week paid monthly in arrears for 12 months.
- 5.) Formulas are imbedded in the worksheets. Offerors must verify that all calculations and costs are accurate.

**Please contact the Issuing Officer with any questions or concerns.**

<b>Rate Card</b>		
<b>Position/Resource</b>	<b>Hourly Rate</b>	<b>Estimated Total for Year 1</b>
Rodolfo Reopell	\$200.00	\$416,000.00
<b>YEAR 1 COMBINED TOTAL</b>		\$416,000.00



August 10, 2022

Mr. Jeff Brown  
Vice President  
Avaap USA, LLC  
1400 Goodale Blvd., Suite 100  
Columbus, OH 43212  
[REDACTED]

Dear Mr. Brown:

The Pennsylvania Liquor Control Board ("PLCB") is performing its preliminary evaluation of proposals received in response to Request for Proposals ("RFP") 270005, *Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation* issued on May 26, 2022. So that the PLCB may complete the preliminary evaluation, we have determined a need for an interview of your proposed key personnel pursuant to Section I-16.A.1. of the RFP. This will ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. Please note that all references below to the RFP refer to RFP 270005.

Please address/clarify the following in your written response:

- The evaluation committee has requested to interview the proposed resource(s) via Microsoft Teams prior to selection. Please advise availability of the named proposed resources for a one-hour interview on the following dates and times and provide a list of which resource(s) will be participating:
  - Wednesday, August 17: 12:00pm – 3:00pm (any hour between)
  - Thursday, August 18: 12:00pm – 1:00pm

Please note there is no expectation to appear on camera during these interviews, however, the committee has stated that appearing on camera is preferred.

Please provide your compliant response to me via email at [REDACTED] and Melinda John at [REDACTED] no later than 4:00pm EST on August 12, 2022.

Thank you for your assistance.

Sincerely,

*Melinda John* for

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



August 23, 2022

Mr. Jeff Brown  
Vice President  
Avaap USA, LLC  
1400 Goodale Blvd., Suite 100  
Columbus, OH 43212  
[REDACTED]

Dear Mr. Brown:

The Pennsylvania Liquor Control Board (“PLCB”) has evaluated the proposal your company submitted in response to Request for Proposals (“RFP”) 270005, *Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation* issued on May 26, 2022.

After an evaluation of your proposal and along with the interview conducted August 17, 2022, we request that Avaap USA, LLC to proceed to the “Best and Final Offers” phase of the evaluation process in accordance with Part I-16 of the RFP. Therefore, we invite you to submit a **Best and Final Offer** (“BAFO”) in the nature of a revised cost proposal.

Your BAFO response must be submitted to me via email at [REDACTED] as soon as possible, but no later than **12:00 p.m. ET on August 26, 2022**, to be considered as a part of contract negotiations. If no response is received by the date and time stated above, it will be assumed that Avaap USA, LLC does not wish to submit a BAFO response.

Please note that the BAFO response should be signed and dated by an authorized representative of your company. For guidance on proper signatory protocol in Pennsylvania procurements, see Contract Signatures Part I, Chapter 31 of the Procurement handbook found at [Pt 1 Ch 31 Contract Signatures.pdf](#).

**This letter does not convey or imply anything more than an invitation to participate further in the RFP process as outlined in Part I-16 of the RFP.** This letter is not intended to be a binding commitment to contract, nor will the Pennsylvania Liquor Control Board be obligated in any manner until a formal written contract has been executed by all necessary Commonwealth officials. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost and risk.

If you have any questions, please call me at [REDACTED].



Jeff Brown, Vice President

August 23, 2022

Page 2

Sincerely,

A handwritten signature in black ink that reads "Joshua Greene". The signature is written in a cursive style with a large initial 'J' and a long, sweeping tail on the 'e'.

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

## COVER LETTER

---

August 25, 2022

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

Avaap is pleased to have an opportunity to present our Best and Final Offer (BAFO) to the Pennsylvania Liquor Control Board (PLCB)– Bureau of Purchasing and Contract Administration in regards to RFP NUMBER: 270005: DATA GOVERNANCE SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM IMPLEMENTATION.

We are providing a rate of \$190/hour for our proposed resource, Rodolfo Reopell, in the attached Excel form that was provided to us by PLCB. The Avaap team very much appreciates the time the PLCB has spent evaluating our proposal, speaking with Rodolfo, and look forward to potential next steps.

Regards,

A handwritten signature in black ink, appearing to read "Jeff Brown", is written over a solid black horizontal line.

Jeff Brown, Vice President

## **APPENDIX D**

### **BAFO COST SUBMITTAL TEMPLATE**

Offeror Name: \_Avaap USA, LLC\_\_\_\_\_

- 1.) All yellow highlighted cells on worksheet must be completed.
- 2.) Payments for this Contract will be based on a fixed-price, hourly rate.
- 3.) Regular working hours are expected to be from 8:00am through 5:00pm Monday through Friday, with the exception of holidays recognized by the PLCB and scheduled and approved time off.
- 4.) Estimated Total for Year 1 based on an average of 40 hours per week paid monthly in arrears for 12 months.
- 5.) Formulas are imbedded in the worksheets. Offerors must verify that all calculations and costs are accurate.

**Please contact the Issuing Officer with any questions or concerns.**

<b>Rate Card</b>		
<b>Position/Resource</b>	<b>Hourly Rate</b>	<b>Estimated Total for Year 1</b>
Rodolfo Reopell	\$190.00	\$395,200.00
<b>YEAR 1 COMBINED TOTAL</b>		\$395,200.00



October 25, 2022

Mr. Jeff Brown  
Vice President  
Avaap USA, LLC  
1400 Goodale Blvd., Suite 100  
Columbus, OH 43212  
[REDACTED]

Re: Contract No. 270005/PO No. 80000729

Dear Mr. Brown,

Attached are your approved copies of Contract No. 270005 and Purchase Order (PO) No. 80000729 for the Data Governance Support for Oracle Cloud Enterprise Resource Planning Platform Implementation. All terms and conditions contained in Contract No. 270005 apply to this PO.

You are authorized to proceed with the requirements of the attached contract. The effective term of the contract is October 25, 2022, through October 24, 2023.

The PLCB's Project Manager for the attached contract is Michael Demko, Executive Director. Mr. Demko may be contacted at [REDACTED] or by email at [REDACTED].

Please contact me if you have any questions.

Sincerely,

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

Joshua Greene, Issuing Officer  
Purchasing & Contract Administration Division

Attachments