

REQUEST FOR PROPOSALS FOR
COMPREHENSIVE SECURITY SERVICES FOR
FINE WINE & GOOD SPIRITS STORES
AND OTHER PLCB FACILITIES

ISSUING OFFICE

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

RFP NUMBER: 20200924

DATE OF ISSUANCE

April 16, 2021

**REQUEST FOR PROPOSALS FOR
COMPREHENSIVE SECURITY SERVICES
PENNSYLVANIA FINE WINE & GOOD SPIRITS STORES
AND OTHER PLCB FACILITIES**

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Questions pertaining to this RFP can be submitted as they arise via e-mail to Issuing Officer Tammy McQuaid at tamcquaid@pa.gov from the date of issuance up to, and including, this date and time.	Potential Offerors	All questions must be submitted by 12:00PM ET on May 7, 2021
Answers to questions from Potential Offerors will be posted to the Department of General Services eMarketplace website at http://www.emarketplace.state.pa.us/Search.aspx with final posting no later than this date.	Issuing Office	All answers will be provided by 5:00PM ET on May 21, 2021
Please monitor website for all communications regarding the RFP.	Potential Offerors	Regularly until proposal due date.
Proposal must be electronically submitted via upload into a designated OneDrive folder for which access will be granted by contacting the Issuing Office.	Offerors	Proposals must be received at PLCB by 1:00PM ET on June 21, 2021

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (“RFP”) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Pennsylvania Liquor Control Board’s (“PLCB”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for a security services provider to provide *“Comprehensive Security Services for Fine Wine & Good Spirits Stores and Other PLCB Facilities”* (“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 Tammy McQuaid, Purchasing and Contracting Administration Division, Room 312 Northwest Office Building, Harrisburg, PA 17124, tamcquaid@pa.gov who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** The PLCB is seeking a Contractor to provide comprehensive security services to the PLCB’s Fine Wine & Good Spirits (“FW&GS”) stores and other PLCB Facilities as requested. Comprehensive services should include fully integrated security systems, 24-hour centrally located monitoring, and security guards (both armed and unarmed) at all required PLCB Facilities. The selected Contractor is expected to provide all equipment necessary to perform the services, including installation and ongoing maintenance services.
- I-4. Objectives.** The PLCB is seeking a single Contractor to provide Comprehensive Security Services (“Services”) for PLCB locations across the Commonwealth of Pennsylvania. The PLCB is the primary retailer of wine and spirits in Pennsylvania, operating 585 retail stores, 13 Licensee Service Centers (“LSC’s”), one e-commerce fulfillment center, and regional offices across the Commonwealth (“Facilities”). The PLCB expects the selected Contractor to provide the Services primarily to the retail stores but may request that the Contractor provide such Services at the other PLCB locations as well.
- Comprehensive Services should include the installation of security cameras and alarms in all requested PLCB Facilities as well as provisioning on site security guards (both armed and unarmed). The alarm and camera system should be centrally monitored by the Contractor or its designated subcontractor. Similarly, the Contractor or its designated subcontractor will be solely responsible for the hiring, training, management, and assignment of all security guards.
- I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a fixed-price 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-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.
- I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 20200924 Question”**) to the Issuing Officer named in **Section I-2** of the RFP. If the Offeror has questions, they may be submitted as they arise via email, but **no later than** the date indicated on the Calendar of Events. The Issuing Officer shall post the answers to the questions to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx> by the deadline stated on the Calendar of Events. When an Offeror submits a question after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date, the question and answer will be provided to all Offerors through an addendum. For the avoidance of doubt, Offerors are not permitted to speak to any PLCB employees at any FW&GS stores to gather information in order to prepare a response to this RFP.

All questions and responses as posted to eMarketplace are considered as an addendum to, and part of, this RFP in accordance with RFP **Section I-9**. Each Offeror shall be responsible to monitor 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-25**.

I-9. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Offeror’s responsibility to periodically check eMarketplace for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to eMarketplace as addenda to the RFP.

I-10. Response Date. To be considered for selection, electronic proposal submissions as described in **Section I-11** must be submitted to the Issuing Officer on or before the time and date specified in the RFP Calendar of Events. In light of office closures due to the COVID-19 pandemic, the Issuing Office **will not accept** paper submissions or electronic copies that do not comply with **Section I-11** (such as emailed attachments or USB drives). The Issuing Office will reject any late proposals.

I-11. Proposal Requirements.

A. Proposal Submission: To be considered, Offerors must contact the Issuing Officer identified in **Section I-2** to be granted access to a OneDrive folder that will be created for the submission of proposals to this RFP. Access can only be granted to a single designated email address. After being granted access to the OneDrive folder, the Offeror must upload a single electronic copy of **the Technical Submittal and the Cost Submittal** using the format provided in **Section I-11B**. The electronic files must be in Microsoft Office or Microsoft-Office-compatible format and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs.

The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the **Proposal Cover Sheet Appendix A** and **Corporate Signatory Delegation Authorization Form Appendix B**, if needed. See also **Section II-1B**.

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

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

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

1. Technical Submittal, in response to **Part III**. The Technical Submittal must also include a completed and signed **Appendix A Proposal Cover Sheet and Appendix B Corporate Signatory Delegation Authorization Form**.
2. Cost Submittal, in response to RFP **Part IV**; and

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

- I-12. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.
- I-13. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-14. 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-15. Oral Presentations and Site Visits.** In order to aid in the evaluation of the proposal by the Evaluation Committee, the PLCB reserves the right to request that an Offeror provide an oral presentation detailing all or a portion of its proposal. The PLCB may also request that an Offeror host a site visit of an existing site/operation and/or a proposed site/operation to aid in the evaluation of the proposal by the Evaluation Committee. In the event an oral presentation and/or a site visit is requested, the Issuing Officer will contact the applicable Offeror(s) with details concerning the timing and content requirements for the requested oral presentations and/or site visit(s).
- I-16. 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 with regard to all contractual matters.

I-17. Proposal Contents.

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

I-18. 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;
 - 2.** Request revised proposals;
 - 3.** Conduct site visit(s); and
 - 4.** 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 BAFO shall have no effect upon the Offeror's Technical Submittal.

I-19. 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-20. 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-21. Term of Contract. The term of the contract will commence on the Effective Date and will continue for five years plus two additional option years which, at the option of the PLCB, may be exercised in 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 Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-22. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-23. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the PLCB has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the PLCB.
- B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the PLCB has received the final negotiated contract, fully approved and executed by all required signatories.

- I-24. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Officer will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-25** of this RFP).
- I-25. RFP Protest Procedure.** The RFP Protest Procedure is on the [DGS website](#). 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** calendar 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** calendar days after the date the notice of award of the contract is emailed to the selected Offeror by the Issuing Officer. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Officer. To be timely, the protest must be received by 4:00 p.m. on the seventh day.
- I-26. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II

CRITERIA FOR SELECTION

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

- A. Be timely received from an Offeror (see **Section I-10**); and
- B. Be properly signed by the Offeror (see **Section I-11A**). For guidance on proper signatory protocol in Pennsylvania procurements, see the Pennsylvania Procurement Handbook- [Part 1, Chapter 31 Contract Signatures](#). **Appendix B, Corporate Signatory Delegation Authorization**, should be used if a resolution exists to grant signature authorization to the person signing the proposal.

II-2. Technical Nonconforming Proposals. The Mandatory Responsiveness Requirements set forth in **Section II-1** above are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

II-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate responsive 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 PLCB 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: **Soundness of Approach, Offeror Qualifications, and Diverse and Disadvantaged Business Participation.** 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 with the remaining submittals scored in accordance with the DGS methodology.
 - 1. **Soundness of Approach.** Emphasis here is on the proposed methods and equipment for providing the comprehensive security services described in this RFP. An evaluation of the soundness of approach will consider information such as how the proposed solution meets the requirements of this RFP and how it will integrate into the PLCB's retail operations. Key factors include, but are not limited to: the implementation plan, user friendliness of the system for the PLCB, quality of equipment, response times, and security guard training and management.
 - 2. **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 expected skill set of professional personnel will be evaluated based on experience and education, with particular reference to experience in services similar to that described in this RFP. Further emphasis is placed on the qualifications utilized to hire security guards and the quality and size of the pool from which guards will be drawn.
 - 3. **Diverse and Disadvantaged Business Participation.** This category refers to the participation of diverse and disadvantaged businesses ("DDBs") in the provision of the Services. The PLCB seeks to have DDBs play a more robust

role in its regular operations. If an Offeror cannot qualify as a DDB on its own, then the PLCB expects Offerors to seek out DDBs as subcontractors and suppliers for the Project. The PLCB will independently evaluate each Offeror and any proposed sub-contractors to determine if DDB qualifications are met. Additionally, the PLCB will evaluate DDB participation based on how that participation will contribute to the overall objectives of this Project. Factors that will be considered include the quality of work being allocated to selected DDBs and the qualification of the proposed DDBs to perform such services. See **Appendix F, Diverse and Disadvantaged Business Qualification Information**, for qualification information.

- 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 with the remaining submittals scored in accordance with the DGS methodology.
- C. Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1 million or more with a Commonwealth entity, an offeror must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix C, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

The most current Iran Free Procurement list can be found [here](#).

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

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

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

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

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

- A.** After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores and the final cost scores in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C.** The responsible offeror whose proposal is determined in writing to be the most advantageous to the purchasing agency, taking into consideration price and all evaluation factors, shall be selected for contract negotiation.
- 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

III-1. Objective.

General. The PLCB is seeking a single Contractor to provide Comprehensive Security Services for PLCB locations across the Commonwealth of Pennsylvania. The PLCB is the primary retailer of wine and spirits in Pennsylvania, operating 585 Fine Wine & Good Spirits (“FW&GS”) retail stores, 13 Licensee Service Centers (“LSCs”), one e-commerce fulfillment center and district/regional offices across the Commonwealth (collectively, “Facilities”). The PLCB expects the selected Contractor to provide the Services primarily to the retail stores but will request that the Contractor provide more limited Services at the other PLCB locations as well.

Comprehensive Security Services should include the installation of security cameras and alarms in all requested PLCB Facilities as well as provisioning on site security guards (both armed and unarmed) primarily at retail stores. The alarm and camera system should be centrally monitored by the Contractor or its designated subcontractor. The selected Contractor is expected to provide all equipment necessary to perform the Services, including installation and ongoing maintenance services. Similarly, the Contractor or its designated subcontractor will be solely responsible for the hiring, training, management and assignment of all security guards.

III-2. Work Plan.

Describe in narrative form your technical plan for providing Comprehensive Security Services as described in this RFP using the Requirements set forth in **Section III-3** below and all appendices referenced therein as a guide. If more than one approach is apparent, comment on why you chose a particular approach.

A data pack (“**Data Pack**”) containing extensive information regarding the unique features and requirements of each individual location will be provided upon request from the Issuing Officer. Such information includes but is not limited to store schematics and details specific to each store. Potential Offerors must contact the Issuing Officer identified in **Section I-2** and request access to this information. The information contained in the Data Pack, and any answers provided by the Issuing Office pursuant to **Section I-8** *shall be the only source of information regarding locations that will be provided to potential Offerors*. Site visits will not be permitted until the contract has been awarded as provided in **Section III-4**, below.

III-3. Requirements.

A. Centralized Monitoring and Security System

The security system solution shall be for all FW&GS locations, LSCs, one e-commerce fulfillment center and district/regional offices. A minimum number of cameras and certain equipment is expected at each location, but the selected offeror must provide a final solution for each location based on best practices for locations of that type. Please refer to the Data Pack for additional detail regarding the PLCB’s Facilities.

1. Equipment Requirements

All materials, equipment and devices installed by the Contractor must be new and shall be Underwriters Laboratory (UL) Approved and IP enabled. PLCB will not take ownership of any equipment and Contractor will be solely responsible for the installation and ongoing maintenance for all equipment. The equipment should meet the minimum specifications set forth in **Appendix H, System Requirements**.

It is incumbent upon the Contractor to verify the number of alarms and cameras required to provide the desired coverage at each Facility. The PLCB requires 100% camera coverage of front and back rooms at its LSCs, E-commerce fulfillment center, and FW&GS locations, including a designated camera to be positioned on each safe and each network cage. PLCB district/regional office locations require a camera and alarm at each door that provides immediate access to the space occupied by the PLCB. The PLCB also requires magnetic door contacts on each door and volumetric sensors on windows, where applicable, and holdup buttons for the FW&GS store locations. Additionally, the Contractor should post signage at each Facility for the purpose of deterring crime, as well as to provide any legally required notice. Please note that cameras should not record audio. Exterior cameras may also be required at certain locations as identified in the Data Pack.

The PLCB will only provide an internet connection. The Contractor is responsible for the installation of any necessary equipment such as POE switches or additional network cabinets (if necessary). If any on-premises storage is required for the proposed solution, then Contractor is responsible for providing such storage unit. The PLCB should be able to remotely manage the proposed solution whether on-premises or cloud-based.

The Contractor will be responsible for registering all alarms with local authorities if required by local ordinance and must provide proof of such registration and payment of any related fees to the PLCB. The PLCB will not be responsible for the payment of municipal fees associated with alarm registration or fines associated with false alarms. Confirmation of any required alarm registration must be submitted to the PLCB within thirty calendar days of activation of the applicable security system, and annually thereafter for each location.

In response to the RFP please provide all necessary information regarding the proposed equipment, including, but not limited to the following details:

- a. Without including cost information, provide an estimate of the number of each piece of equipment that will be required at each Facility using industry best practices for the space in question. It is acknowledged that the quantities provided will be best estimates using the information that is currently available and are subject to change as needed and upon PLCB approval.
- b. Provide cut sheets of the proposed equipment and hardware to be used in the performance of the Services.
- c. Provide include all necessary details regarding the security of the equipment and its software using security industry best practices.
- d. Provide a description of any available off the shelf functionality options associated with the proposed equipment.
- e. Include the bandwidth requirements for the proposed solution.
- f. Identify how the cameras and security system will integrate to reduce the occurrence of false alarms.

Please note that no cost information should be included in your technical submittal. Propose only that equipment which you feel best meets the PLCB's needs as described in this RFP. Options for products requiring "additional" or "lower" cost will not be considered. Language of this kind will be redacted from your submittal prior to scoring of the proposal.

All equipment provided must comply with Federal Acquisition Regulation Representation 52.204-24, "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."

2. System Monitoring

The Contractor shall provide the system monitoring on a 24/7 basis. During store operating hours, the security alarm system may be disarmed by a PLCB designate, but the emergency holdup disturbance alarm and watch mode function must remain active.

The system should be able to remotely detect when equipment is malfunctioning or defective, including battery status.

In response to the RFP, please provide a detailed explanation of the monitoring system, how it works, how access is provisioned and managed, how PLCB will interact with the system and how it meets the requirements of this RFP and its appendices. The information must include any system or operational requirements on the part of the PLCB that may be required for its implementation. The PLCB will reject any proposal that requires the installation or use of a telephone land line. Additionally, please provide detailed information regarding response times and services levels associated with the monitoring system. A slide deck may be provided, but hyper-links to virtual presentations are not permitted.

Any software that is needed to operate the system must be provided pursuant to the terms of this RFP. The PLCB cannot separately procure any software for the provision of the Services nor will the PLCB sign any license agreements. Please provide information regarding software that will be used in the provision of the Services and any access that PLCB will have to the same.

3. Maintenance

The Contractor is responsible for the maintenance of all equipment and systems throughout the term of the Contract. It is expected that the Contractor shall conduct a complete system inspection and function check (including the battery back-up system) at least annually and when requested by the PLCB. All such inspections shall be coordinated with a designated PLCB representative and documented.

It is expected that the monitoring system is able to remotely detect and alert the Contractor to any defects in the equipment. Critical defects shall be remedied within 24 hours or less. In the event that PLCB must notify Contractor of damaged, defective, or otherwise deficient equipment, Contractor shall respond to the maintenance request within 24 hours and repair or replace the defective equipment as agreed to with the PLCB. It is also expected that the monitoring system have very minimal down time.

In response to the RFP, please detail how the system and equipment will be maintained by the Contractor. Additionally, please provide a full description of any support specifications and service level agreements associated with the equipment and system. Also include information regarding disaster recovery in the event of a major system outage.

4. Installation and Removal

- a. **Initial Installation and Implementation.** The Contractor is responsible for creating an implementation and installation plan to fully equip each PLCB Facility to the specifications required in this RFP. Contractor will work with a designated contact(s) at the PLCB for the duration of the roll out. At the time of installation, Contractor will be required to remove existing PLCB-owned cameras and turn them over to the designated contact. The initial roll out to install the system should be completed no later than six months from the date of approval of the implementation plan, unless otherwise agreed upon by Contractor and PLCB.

The PLCB will provide only an internet connection and power source for the equipment. All other connections, including, but not limited to: equipment racks, POE switches, CAT 6 cabling to camera locations, will be the responsibility of the Contractor.

- b. **Future Installations and Removal.** The PLCB may add or remove Facilities for which the Services are required during the term of the Contract. All future installations must adhere to the requirements set forth in this RFP. The PLCB will contact the Contractor to notify of the opening of a new Facility. Contractor is expected to be able to work with the PLCB and its other contractors to coordinate installation at a new Facility.

It is the sole responsibility of the Contractor to remove equipment upon expiration or termination of the Contract, as well as upon notice by the PLCB that a Facility is being closed. Equipment must be removed no more than seven days after the closing of a Facility, which will be communicated in advance to the Contractor. The Contractor will have up to 30 days, unless otherwise mutually agreed, upon expiration or termination of the Contract to remove equipment from all Facilities.

In response to the RFP, please provide information regarding both the installation and removal process for the security system at an individual location. A larger draft implementation plan for the initial roll out must also be provided as described in Section **III-4(A)** below.

B. Physical Security

The Contractor shall provide the PLCB with professionally trained security guards for use primarily at FW&GS stores, but also at other Facilities and one-time events at the request of the PLCB. Contractor must be able to fully staff and deploy qualified security personnel in an organized, efficient manner upon award of this Contract. Guard placement will be conducted upon mutual agreement of Contractor and the PLCB.

1. Licensing, Training, and Qualifications.

Every guard, whether armed or unarmed, must have successfully completed, at a minimum, all training legally required to support necessary licensure, permitting, registration and/or certifications, including but not limited to training required by the Pennsylvania Lethal Weapons Act and the Pennsylvania Private Detective Act.

The Contractor is required to submit to the applicable PLCB contact written proof of licensure, permitting, registration and/or accreditations for each security guard assigned to a PLCB Facility.

Please provide detailed information regarding the licensing and certification of guards to be assigned to this project. Please include a description of how you ensure continued compliance with these requirements.

To ensure public trust, the PLCB requires that all security guards, armed or unarmed, assigned to a Facility pass a criminal background check, received appropriate levels of training, and be re-evaluated and trained regularly to ensure compliance with these measures.

The PLCB reserves the right to request detailed background check information on any guard assigned to a Facility at any time and may reject the use of any security guard based upon information contained in the background check. The PLCB will not accept any security guard who has been arrested for a felony or upon whom a Protection from Abuse ("PFA") order is levied.

Please provide detailed information regarding how your company hires and trains security guards. Please provide detailed information regarding the background checks performed on security guards to be assigned under this

contract. Provide a copy of your company's operating and policy manual as well as post orders, including the use of force.

2. Performance of Duties

All security guards are expected to perform in compliance with the standards set forth in **Appendix G, Security Guard Performance Requirements**, and the selected Contractor is responsible for ensuring that assigned security guards are performing in accordance with these standards. The PLCB may, at its sole discretion, but on a non-discriminatory basis, approve or deny the use of any particular guard at any location. The selected Contractor is responsible for the following:

- i. Discussing each guard's performance with the store manager on a quarterly basis. A written report of such performance discussion shall be sent to the PLCB Regional Contact Person within three days of the date of discussion.
- ii. Ensuring that security guards are not tardy in reporting for service, do not leave early, and perform in compliance with the requirements set forth in **Appendix G**.
- iii. Responding immediately to any complaints about individual guards made by the PLCB or the public. If there are complaints, the selected Contractor is expected to meet and discuss the issues with the appropriate party at the PLCB. Appropriate action must be taken to resolve problem situations within 24 hours of notification.
- iv. Providing corrective action for any performance or time-related issues. Documentation of such corrective action should be available upon PLCB request.
- v. Drawing from an extended network of security guards to staff PLCB Facilities in the event that the regular pool of security guards is unavailable or unqualified per PLCB requirements, and/or the PLCB has additional needs for more guards at specific locations and/or events.

The PLCB will notify the Contractor to remove and prohibit further use of any guard that the PLCB feels does not meet standards of performance. Grounds for removal include, but are not limited to, habitual tardiness, use of electronic devices (e.g., cell phones and tablets), rude or offensive behavior, harassment of PLCB employees, vendors and/or customers, possession or use of alcohol or marijuana, possession or use of illegal substances, intoxication, lack of professionalism, sleeping on the job, conversing with acquaintances or personal visitors while on duty, excessively fraternizing with PLCB staff and customers, and any other behavior that may distract the guard from performance of duties.

Please provide a detailed explanation of how you intend to manage security guards and what steps you will take to remediate or correct any performance-based issues.

Provide information regarding how new or replacement security guards will be obtained in the event that PLCB requires a guard be removed from service as a result of failed performance. Please also describe any network that is utilized to solicit security guards for the performance of these services.

3. Location Assignments

During the term of the Contract, the PLCB reserves the right to change the locations, days and/or times when security guard coverage is required, as well as to add or remove individual Facilities for which security guard services may be requested. Please refer to the **Data Pack** and **Appendix G** for complete information regarding guard service expectations at each Facility.

The PLCB will provide the selected Contractor with a designated Contact Person(s) to coordinate all location assignments. The PLCB expects the selected Offeror to meet the following standards for all location assignments:

- i. Guards should be rotated regularly among locations to prevent fraternization between guards and PLCB employees and store customers.
- ii. Contractor must be able to provide additional and/or replacement guards within 2 hours of notification from PLCB.
- iii. Contractor shall not assign trainees, in any instance, to any PLCB Facilities.

Please provide a detailed explanation of how you intend to coordinate location assignments with the PLCB on a regular basis. Provide additional, specific detail regarding how guards will be assigned on short notice in the event of a no-show or call-off by the regularly assigned guard.

4. Time Reporting

It is the responsibility of the selected Contractor to provide an electronic method of time reporting that offers both accountability and ease of use. Time reporting solutions must meet the following minimum requirements:

- a. Times of work must be documented, including start of shift, end of shift, and any approved break or meal periods.
- b. The FW&GS store manager or designee (“Person in Charge” or “PIC”) must validate recorded time at the end of each shift.
- c. The selected Contractor will be responsible for the compilation and submission of accurate and detailed timekeeping documentation sufficient to support invoicing.

Please provide a detailed explanation of the time-keeping method that will be utilized. Please note that any software or equipment required must be provided as a part of this RFP. The PLCB will not separately procure any such good or service.

C. Value Added Service- Fire Alarm Integration

The PLCB is willing to accept proposals that also allow for integration of fire alarms into the comprehensive security system. PLCB Facilities for which these added services would apply are identified in the Data Pack. If this value-added service can be provided, please include any and all details associated with the provision of such service including, but not limited to: a description of all equipment to be used, a description of how it will integrate into the overall system, response times in the event of alarm trigger, and response times for maintenance. Contractor will also be responsible for coordination of system requirements, registration, and inspection by local authorities, including the payment of fines and fees associated with same, and for the timely submission of documentation of same to the PLCB.

III-4. Tasks. The PLCB anticipates that the term of this engagement will be comprised of three distinct phases: (1) Site Evaluation, Preparation and Installation, (2) Ongoing Services and (3) Removal of Equipment. The following tasks have been identified as

necessary in support of this project. It should be noted that all equipment and systems must be installed and fully operational within six months of approval of the implementation plan unless otherwise agreed to by the PLCB.

In response to the RFP, provide a workplan for each task identifying the work elements of each task, the resources to be assigned to the tasks, the time allotted to each element and the deliverable items to be produced. Where appropriate, a GANTT chart (or similar method) should be used to show project, task and time relationship.

A. Phase 1 – Site Evaluation, Preparation and Installation. After the Notice to Proceed has been issued, Phase 1 will begin.

- 1. Task 1.1. Site Evaluation and Implementation Plan.** As the initial task of Phase 1, the Contractor may visit individual PLCB Facilities or work with PLCB employees to identify the specific requirements for each Facility and what preparations may be needed to ready the Facilities for installation.

Upon PLCB approval of the site evaluations, Contractor will develop a complete, detailed solution design and installation implementation plan, including defined and measurable milestones.

In response to the RFP, provide a draft implementation plan detailing the following, at a minimum:

- a. A project timeline for the preparation of PLCB Facilities for installation.
- b. A plan and timeline for installation of the equipment and implementation of any associated technology, including any necessary training of PLCB employees for use of the same.
- c. A plan for recruiting and training security guards needed for each Facility.

In response to the RFP, provide a detailed explanation for how each PLCB Facility will be evaluated and a draft Implementation Plan.

***Deliverable 1.1.** Unless otherwise agreed to by PLCB, the Contractor will be afforded up to 30 Days from the Notice to Proceed to complete any necessary site evaluations and provide the PLCB with final recommended quantities of the equipment needed for alarm and video monitoring. After completion of the site evaluations, the Contractor will be afforded up to 14 days to update the implementation plan provided in response to this RFP for PLCB approval. Additionally, any modifications to a Facility that are required to prepare the site for installation must be identified in detail. The implementation plan must be approved in writing and accepted as complete by the PLCB.*

- 2. Task 1.2 Execution of the Implementation Plan.** Once the PLCB approves the implementation plan, the Contractor will begin to execute that plan. The PLCB expects the system to be fully installed within six months, unless otherwise agreed. A fully executed implementation plan should accomplish the completion of all major milestones at all PLCB Facilities, including but not limited to: all necessary wiring, alarm and camera installations, installation and testing of all technology and training of PLCB employees.

***Deliverable 1.2.** The Contractor will work closely with a designated PLCB point of contact and regularly provide reports to show progress and identify challenges to executing the implementation plan. Each milestone must be approved by the PLCB.*

B. Phase 2 – Ongoing Services. The Contractor will begin providing the Services immediately upon award of the contract. The alarm monitoring services will begin upon the completed installation in the first location.

1. ***Deliverable 2.1.*** *The Contractor will provide Comprehensive Security Services as needed at all required PLCB Facilities. Such Services will include, but not be limited to: 24/7 monitoring of alarm systems and security cameras, providing proper notification of any incidents to local authorities and the PLCB, maintaining compliance with all local ordinances, maintaining all equipment in working order, providing on-site security guards (where required), and the installation or removal of equipment from Facilities, as necessary. Not all services are required at every Facility. The Contractor shall demonstrate to the PLCB its ability to efficiently and reliably secure all PLCB Facilities to the standards set forth in this RFP.*

2. ***Deliverable 2.2.*** *On a yearly basis, Contractor and the PLCB will review and evaluate all security operations and determine if any changes are needed. The annual review will include, but is not limited to: evaluation of security guard performance, reliability of equipment and technology, compliance with local requirements regarding system registration and inspections, and recommendations for improvements and implementation of best practices.*

C. Phase 3 – Removal of Equipment. Prior to expiration or termination of the Contract, the Contractor shall be required to remove all equipment from all PLCB Facilities. Contractor shall fully cooperate with the PLCB and any of its contractors to assure the successful wind down or transition from the Contractor’s services to the services of any other contractor the PLCB may engage.

1. ***Deliverable 3.1.*** *Upon expiration of the Contract or notification by PLCB of its termination, the Contractor shall participate as needed in the development and execution of a plan to remove equipment from PLCB Facilities (“Removal Plan”). Such plan must be approved in writing by the PLCB.*

2. ***Deliverable 3.2.*** *Upon completion of the Removal Plan, Contractor shall provide PLCB with documentation of full decommissioning status. Such decommissioning is must be accepted and approved by the PLCB.*

III-5. 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 that would enhance your company’s qualifications. List any current contracts that may present a conflict of interest. An organizational chart should be included that identifies the number of executive and professional personnel who will be engaged in the work. Evidence to show that the business is or could be qualified as a DDB in accordance with **Appendix F**, should also be provided, if applicable.

B. Prior Experience. Identify specific organizational experience in providing comprehensive security services in a retail setting. Identify the size of any retail operations for which you have provided such services. Experience identified in response to the RFP should also include work done by individuals who will be assigned to this project as well as that of your company. Prior projects must be identified by name of the customer/client, including address and telephone number of the responsible customer/client official who may be contacted by the PLCB.

C. Personnel. Identify the minimum qualifications and expected skill sets of the professional personnel (notably the project manager for implementation and the regular operations manager) who will be engaged in the work. If any key personnel can be identified at the time of response to this RFP, include resumes of such personnel with education and experience in providing security services in a retail setting.

D. Guard Network. Detail how many security guards are in your network, whether they are employees or independent contractors and how you source additional guards to meet the operational needs of your clients.

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

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

F. Suppliers: Identify any suppliers that will be used to contribute to your provision of the Services described in this RFP that may qualify as a DDB in accordance with **Appendix F**. Please provide all relevant information for the PLCB to determine such qualification.

III-6. 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-7. 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-8. 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. Additionally, the PLCB will not agree to any software licensing or subscription terms for the use of the services requested in this RFP.

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-11**. The total proposed cost should be broken down into the components set forth in **Appendix E, Cost Submittal Worksheet**. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Section I-8** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.
- IV-2. Reimbursement.** The Issuing Office will reimburse the Selected Offeror for work satisfactorily performed after execution of a written contract and the start of the Contract term, in accordance with Contract requirements, and only after the Issuing Office has issued a Notice to Proceed.
- IV-3. Invoicing.** All services and costs identified above and performed in support of this Contract must be invoiced directly to the assigned PLCB point of contact monthly in arrears. Invoices to the PLCB may only reflect charges as agreed to in the contract unless otherwise approved by the PLCB by a written Change Order or Contract Amendment.

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

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

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

- IV-5. iSupplier Portal.** After supplier registration of the Selected Offeror is completed by the PLCB, access to the iSupplier Portal will be automatically granted with the ability to view purchase orders, invoices and payments online. An auto-generated email will be sent from the PLCB's Supplier Unit granting administrator rights with logon credentials and further instructions. It is the supplier's responsibility to ensure that the supplier information contained in the Oracle system is accurate and complete and keep the PLCB updated with any data changes, including bank data. Failure to notify the PLCB of any changes to supplier information may result in delayed payments.
- IV-6. State Tax Liability/Debt Obligation.** The Commonwealth may set-off the amount of any state tax liability or other debt or obligation of the Selected Offeror or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Selected Offeror under the resulting Contract or any other contract with the Commonwealth.

PART V

CONTRACT FOR COMPREHENSIVE SECURITY SERVICES

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

WHEREAS, PLCB issued RFP#20200924 for Comprehensive Security Services on _____, 2021 (“RFP”);

WHEREAS, Contractor provides, among other service offerings, security services that include alarm system installation and monitoring, and security guards;

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. The Appendices to this Contract are as follows:

- a. APPENDIX G Security Guard Performance Requirements
- b. APPENDIX H Security System Requirements

The RFP and the Contractor’s Response to the RFP, including the 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, including the above-referenced appendices; the Contractor’s 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 five years with an option, at PLCB’s sole discretion, to extend the term for two additional years which may be exercised in monthly or yearly increments. The Effective Date shall be after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required

by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after Contractor is issued a Notice to Proceed directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the 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:

- 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# 20200924.
- g. Days: unless specifically indicated otherwise, days mean calendar days.
- h. Deliverable: a required Deliverable as set forth in RFP# 20200924.
- 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. Facility: any Fine Wine & Good Spirits store or other PLCB location at which the Services will be performed.
- l. FW&GS: refers to any PLCB operated Fine Wine & Good Spirits retail store.
- m. Phase: Phases 1 through 3, either individually or collectively, as described in more detail in Part III-4 of the RFP.
- n. 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.

- o. PLCB Project Manager: the designated PLCB employee that will be responsible for making management level decisions related to major projects.
- p. Selected Offeror: the Contractor.
- q. 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.
- c. Contractor warrants that all equipment used to provide the Services will comply with applicable federal rules and regulations, including Federal Acquisition Regulation Representation 52.204-24, "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."

6. OWNERSHIP RIGHTS

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

7. COMPLIANCE WITH LAW

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

8. ENVIRONMENTAL PROVISIONS

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

6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

9. COMPENSATION

The Contractor will be compensated at the rates set forth in the Contractor's Cost Submittal. The Contractor shall be compensated only for work accepted by the PLCB.

It is understood and agreed that any quantities listed in the Contract are estimates and may vary in accordance with the actual requirements of the PLCB.

10. BILLING REQUIREMENTS

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

- a. Vendor name and "Remit to" address, including Oracle supplier number;
- b. Service location;
- c. Description of the supplies/services delivered;
- d. Quantity provided;
- e. Unit price;
- f. Price extension;
- g. Total price; and
- h. Date of services.
- i. Line item charges to include:

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

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

11. PAYMENT

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

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

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

12. OFFSETS AND ADMINISTRATIVE FEES

In addition to the remedies set forth in this paragraph 12, the PLCB reserves all rights under the terms of this Contract and in accordance with applicable law to impose other remedies, including but not limited to triggering the default and/or termination provisions in this Contract, should Contractor exhibit a pattern of unexcused inadequate, improper and/or unreliable performance.

- a. **Offsets.** The Commonwealth reserves the right to set-off the amount of any liability or other debt or obligation of the Contractor or its subsidiaries that is owed to the PLCB and is not being contested on appeal against any payments due the Contractor under this Contract or any other contract with the Commonwealth.
- b. **Administrative Fees.** Administrative fees due to Contractor's failure to perform certain functions, as described below, will be imposed quarterly by way of invoice. 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 to impose such fee in the future.
 - 1. An administrative fee of \$100.00 may be imposed for failure to meet any SLA as provided in this Contract, unless otherwise agreed to by the PLCB.
 - 2. An administrative fee equal to the hourly rate for such security guard (armed or unarmed, as the case may be) may be imposed for unexcused guard absences and/or failure to adequately replace guards to the satisfaction of the PLCB.
 - i. For each unexcused absence, a fee equal to half of the day's rate for that guard will be imposed.
 - ii. For failure to replace a guard to the satisfaction of the PLCB, a fee equal to a full day rate for such guard will be imposed. Additionally, Contractor will be responsible for reimbursement to the PLCB for the cost of obtaining a replacement guard from another contractor at that location.

Within one week of the submission by the Contractor of the quarterly report of the security guard performance discussion, the PLCB will communicate to Contractor the anticipated fees to be imposed pursuant to this paragraph 12(b)(2). Dispute of any such fee must be submitted to PLCB within two business days.

 - 3. An administrative fee of \$150 per occurrence may be imposed when the PLCB is served with any fine or fee by a local municipality for alarm registration or false alarms. For the avoidance of doubt, the PLCB will not pay any such fines or fees

to any municipality nor reimburse Contractor for the same. This administrative fee is in addition to the Contractor's responsibility to pay the imposing jurisdiction any such fine or fee.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 through each Phase.
 - 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 and as documented by the imposition of Administrative Fees in accordance with paragraph 12(b).
 - 4) Discontinuance of work without approval and/or failure to resume discontinued work after notice to do so.
 - 5) If the Contractor is adjudicated bankrupt, is determined to be insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or seeks protection against creditors under any applicable federal or state laws, or if there is a commencement of any bankruptcy, insolvency, receivership or other similar proceeding against Contractor that is not dismissed within 60 days after such filing.
 - 6) Breach of any material provision of the Contract, including failure to comply with representations made in the Contractor's bid/proposal.
 - 7) Failure to comply with applicable industry standards, customs, and practice.
- b. The PLCB will provide written notice to Contractor upon determining that the Contractor is in default pursuant to Subparagraph a above. The notice will include a description of the nature of the default and a reasonable cure period for Contractor to correct the default. Failure by Contractor to cure the default within the time period provided in any such notice may result in termination of this Contract pursuant to the Termination Provisions of paragraph 19.
- 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 21 of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

18. 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.

19. TERMINATION PROVISIONS

The PLCB has the right to terminate this Contract for any of the following reasons. Termination shall be effective 90 days after written notice to the Contractor except in the event of egregious misconduct whereby such termination will be effective at the discretion of the PLCB.

- 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.

20. OBLIGATIONS UPON TERMINATION AND/OR EXPIRATION

Except for in-wall wiring, all equipment must be dismantled and removed by the Contractor at no additional cost to the PLCB within thirty calendar days after the Contract expiration or termination date, unless otherwise agreed to by the PLCB. The Contractor shall fully cooperate with the PLCB to ensure the successful transition from the Contractor's service to the services of any other contractor which the PLCB may engage upon expiration or termination of this Contract.

Any equipment left within any PLCB Facilities for longer than thirty calendar days after the expiration or termination date, unless otherwise agreed to by the PLCB, shall be deemed to be abandoned property. Abandoned property will be deemed to become Commonwealth property and will be disposed of by the Department of General Services State Surplus Property Program.

21. 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.

22. 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.

23. 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.

24. 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.
- i. 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.
- j. 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.

- k. 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.

25. 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 25:

- 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.

26. 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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. CHANGE ORDERS AND AMENDMENTS

- a. Change Orders: The PLCB reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the PLCB is exercising any Contract renewal or extension option; or 4) to modify the time of performance, to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof, as long as the scope of the Contract is not thereby altered.
- 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. Extensions of this Contract beyond the term and its extension terms contemplated herein will require an Amendment. 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, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the Change Order 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.

33. 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 33. 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 33 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.

34. COMMONWEALTH DATA

As the Contractor is hosting, handling, or processing Commonwealth confidential or sensitive data or information, the Contractor shall, and shall require its subcontractors to, engage, on an annual basis, an independent auditing firm to provide a SOC 2 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that contain and process Commonwealth data and information.

The Contractor shall, and shall require its subcontractors to, provide a SOC for Cybersecurity report with respect to controls used by the Contractor setting forth the description and effectiveness of the Contractor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective in the event of the following:

- a. At the request of the PLCB;
- b. A cybersecurity incident or breach the is related to, or affects PLCB data or information;
- c. Repeated non-conformities are identified in any SOC report required by the PLCB; or
- d. The Contractor's business model changes (such as merger, acquisition, or subcontractor change).

If any of the aforementioned events occurs, Contractor shall:

- a. Send notification to the PLCB immediately; and
- b. Provide the PLCB with a report of the SOC for Cybersecurity audit finding within 60 days.

All Commonwealth data must be stored within the continental United States.

35. 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 Director of Asset Protection

505 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

36. 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.

37. 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).

38. 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 Agreement and to the extent provided for in the Contractor's indemnity. Valid certificates of insurance shall be issued to PLCB.

39. PRESS RELEASES

The PLCB reserves the sole right to issue news releases or release information publicly regarding any security incidents that may occur during the Contract term. Contractor shall not permit its employees or sub-contractors to speak publicly regarding any security incident without the express written approval of the PLCB.

40. 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
PENNSYLVANIA LIQUOR CONTROL BOARD
RFP# 20200924**

The proposal of the Offeror identified below for the above-referenced RFP is submitted electronically comprised of separate files for Technical and Cost:

Offeror Information:	
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	

Electronic Submittals Enclosed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

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

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

APPENDIX B

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

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

County of _____, State of _____, certify that I am the

_____ of _____, a corporation organized
(Title/Capacity) (Name of Corporation)

under the laws of the State of _____, having its principal office at

_____, City of _____, County of _____,
(Address)

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

them on ____ day of _____, 20____, at which a quorum was present; and that this resolution
has not been altered, amended, repealed, rescinded or otherwise modified and that it is still in full
force and effect. RESOLVED THAT

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

County of _____, State of _____ is hereby authorized to execute
contracts on behalf of the corporation.

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

(Signature of Certifying Official)

(SEAL)

(Typed or Printed Name)

(Title)

APPENDIX C
IRAN FREE PROCUREMENT CERTIFICATION FORM

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

APPENDIX D
Trade Secret/Confidential Proprietary Information Notice

Instructions:

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

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

Name of submitting party:

Contact information for submitting party:

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

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the PLCB, 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

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Acknowledgment

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

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

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

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

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

Signature

Title

Date

APPENDIX F DIVERSE AND DISADVANTAGED BUSINESS QUALIFICATION INFORMATION

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

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

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

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

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

Criteria for Qualification as a DDB:

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

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

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

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

APPENDIX G

SECURITY GUARD PERFORMANCE REQUIREMENTS

1. The primary location for security guards to position themselves will be determined by the PLCB designated person in charge (“PIC”) for that location. From this location, the guard will perform continual sweeps throughout the store and maintain a high level of visibility at all times as a deterrent. Security guards shall patrol those areas accessible to the public, including the sales floor and checkout areas, as well as other areas requested by the PIC.
2. Security guards shall interact with PLCB personnel, FW&GS employees, and customers in a respectful, courteous, and dignified manner. Fraternization with employees and customers is discouraged. Any conversations should be kept short to not distract the security guard from performing their assigned duty.
3. Security guards may be asked by FW&GS employees to deny access to specific individuals who have been deemed a threat. The security guard may be required to assist in removing such individuals from the store. If a security guard recognizes an individual that has been banned, the PIC should be notified immediately. Removal of said person will be at the discretion of the PIC.
4. Security guards shall immediately notify the PIC if any individual is exhibiting violent or abusive behavior so that the PLCB can contract local authorities, if necessary. In the event one or more individuals presents threat of loss of life, the responding security guard(s) may only use force that is reasonable and necessary to effectively bring the incident under control while protecting the store’s property, staff, and customers.
5. Security guards are prohibited from making FW&GS store purchases, including the purchase of Pennsylvania lottery tickets, prior to and after their shifts at the same location where the shift was performed.
6. Security guards requesting to leave earlier than a scheduled shift end time must arrange such early departure with the Contractor’s designated supervisor – prior to leaving his or her assigned post – regardless of the amount of time remaining in the shift. Security guards may not leave the premises until a replacement guard arrives to take over the remainder of the shift. The Contractor must place any security guard not following this procedure on notice with a written warning, sending a copy of same to the store manager. Repeated instances of tardiness may warrant removal or dismissal.
7. The PLCB will provide on-duty security guards with a place to store their belongings; however, neither the PLCB nor its store employees are responsible, or otherwise liable, for the safety or security of the security guard’s belongings. The PLCB, by and through its employees, reserves the right to inspect a security guard’s belongings.
8. Security guards are not permitted to read books, newspapers or magazines, check or use cell phones or electronic devices (except as specified below), sit for long periods of time, listen to

radios, make personal calls, use earphones, or engage in any similar personal entertainment or distraction while on duty.

9. Security guards may carry cell phones, radio equipment and other equipment while on duty, as directed by the Contractor. During scheduled work hours, security guards are only to use cell phones for business communications between themselves and the Contractor. Security guards must always let the PIC know before a call is placed to the Contractor.
10. Security guards shall not occupy their personal vehicles while on duty.
11. Security guards shall not possess or use illegal substances, alcohol, or marijuana while on the job. Security guards under the influence of alcohol, marijuana, or illegal drugs while on duty shall promptly be dismissed and Contractor shall not be reassigned to any other FW&GS store.
12. Security guards may not enter FW&GS storage areas at any time for any reason without authorization from the PIC.
13. Security guards are not permitted to assist store personnel in performing operational duties of any type, such as bagging merchandise, loading vehicles or locking doors.
14. Security guards are not permitted to leave their assigned posts for personal reasons – i.e. smoke breaks, fraternization, eating, personal business and appointments, or lunch period – without approval of the PIC. Leaving an assigned post may be cause for termination.
15. As operationally possible within an eight or more-hour shift, a thirty-minute paid lunch period will be permitted, but must be taken on the store premises in an area designated by the PIC at a time agreeable to both the PIC and the guard.
16. Security guard is to follow the direction of the PIC according to post orders to be provided on site and any additional instruction.
17. Security guards shall generally perform services in shifts up to eight-hours. Shift duration may vary based on PLCB business needs.
18. Security guards must maintain a clean personal appearance, proper hygiene, and professional uniform while on duty. Security guards are required to wear a name tag, identifiable with the name of both the guard and the Contractor, at all times while on duty. Guards are not permitted to wear any personal clothing or non-uniform hats while on duty. Armed security guards must wear a bullet-proof vest below the uniform. All guards shall timely report for duty in full uniform, with any equipment secured and ready. Guards will not be permitted to change or prepare for a shift on a FW&GS location premises.
19. Security guards, whether armed or unarmed, are prohibited from carrying personal lethal or non-lethal weapons – including but not limited to knives, back-up/concealed pistols, and OC (pepper) spray – even if they hold a Pennsylvania License to Carry.

- 20.** All armed guards are to be armed with guns/firearms only. Non-lethal weapons such as batons, OC (pepper) spray or tasers, and restraints such as handcuffs or zip-ties, are not permitted for either armed or unarmed guards.
- 21.** Guards must report emergency situations, suspicious activity, illegal incidents, vandalism, smoke, fire and other such activity immediately to the PIC, so that the PLCB may contact local police or fire departments as appropriate. The Contractor must provide its emergency policy to each location to be available to the store staff and the guards.
- 22.** As soon as possible following an incident, and before the end of guard's shift, the guard must report to the PIC details regarding the incident including but not limited to names of individuals involved, date and time of incident, offenses committed, name of fire/police department involved, and names of officers.
- 23.** No guard may have worked for the PLCB, in any capacity, within the previous six months.

APPENDIX H, SYSTEM REQUIREMENTS

Alarm Requirements

1. All electrical wiring and installations shall be done in accordance with the National Electrical Code and be compliant with any other local requirements.
2. The control unit must be listed for commercial burglary.
3. System equipment shall be provided with tamper protection and shall report tamper alarms to the Central Station twenty-four hours a day.
4. System equipment will be supported by an Uninterruptable Power Supply (UPS) with batteries maintained according to manufacturer's guidelines.
5. System shall have the ability to be remotely set/reset from the monitoring center.
6. System configuration shall include an emergency hold-up alarm for retail locations which includes, at a minimum, four panic buttons (one in office, one in storage area, one to be carried by Store Manager and one under the primary register) and shall provide for a watch mode function.
7. All doors shall be equipped with a minimum of one magnetic door contact and magnet (pair) per operable leaf. Contacts shall be mounted so that the sensor is on the door frame and the magnet is mounted on the operating door leaf.
8. All windows at LSC's and FW&GS locations shall be covered by no less than volumetric sensors preventing intrusion.
9. Volumetric sensors at LSC's and FW&GS locations shall provide 100% interior perimeter coverage walk tested to one foot per second.
10. Hold up buttons shall be mounted in concealed locations where necessary.
11. All system alarms, wireless or wired, must report to the on-site security console within 5 seconds of supervised alarm state.
12. Panel shall support the supervision of all keypads required at each location.

Camera Requirements

1. Video quality must be sufficient to meet at least the following Video Content Analytics (VCA) objectives:
 - a. POS transaction integration capabilities
 - b. Motion "heat mapping"
 - c. Alerting store management of long checkout lines.
 - d. Object detection
 - e. Motion search
 - f. Empty shelves and boxes.
 - g. Obstacles at exits.
2. Cameras must provide currently available industry standards of resolution and frames per second (FPS)
3. Cameras should have infrared radiation (IR) technology to provide actionable video in little to no light in the intended field of view.
4. Cameras must be powered via standard Power over Ethernet (PoE)
5. Cameras are NOT to record audio of any kind.

Video Management/Archive Specifications

1. All video footage should be retained for a minimum of 90 days. Footage derived from the cameras dedicated to the network cabinets must be retained for a minimum of 90 days.
2. User accounts will be created and maintained within the video management system (VMS) with comprehensive RBAC capability.
3. Retained video footage must include date and time stamps and be able to be watermarked for use by law enforcement.
4. Proposed solution must contain privacy masking ability.
5. Solution must provide the ability to search archived video utilizing metadata criteria.
6. PLCB must have the ability to remotely search and archive video.

System Monitoring Specifications

1. False alarm management and mitigation must be included.
2. A primary access code must be provided for each location for arming/disarming the system. Secondary access codes are to be provided upon request. Personal identification numbers shall be issued to authorized store/facility personnel.
3. Companies shall provide an interactive web-based reporting platform that would be typically used for retail store chains, with reporting feature sets and search modes by region, district, store number, mapping capability of all monitored locations, text and email notifications and shall include the following as minimums features:
 - a. AC failure
 - b. Low battery
 - c. Delayed or failed activation/deactivation of alarm system
 - d. Alarm triggered
 - e. Communication trouble
 - f. Hold up alarm activated
4. System must provide the ability to conduct live video review of any dispatched video alarm.
5. System must be able to instantly assign new users or delete users.
6. System must have role-based access controls.
7. PLCB must have the ability to submit a service request, view status of such request and view documentation of completion, including photos.