

REQUEST FOR PROPOSALS FOR

MARKETING STRATEGY, CREATIVE SERVICES AND MEDIA SERVICES
FOR THE PENNSYLVANIA LIQUOR CONTROL BOARD

ISSUING OFFICE

PENNSYLVANIA LIQUOR CONTROL BOARD
BUREAU OF PURCHASING AND CONTRACT ADMINISTRATION
ROOM 212, NORTHWEST OFFICE BUILDING
HARRISBURG, PENNSYLVANIA 17124

RFP NUMBER: 20250808

DATE OF ISSUANCE

November 7, 2025

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FOR THE PENNSYLVANIA LIQUOR CONTROL BOARD**

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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 to Issuing Officer, Joshua Greene at josgreene@pa.gov from the date of issuance up to, and including, this date and time.	Potential Offerors	Questions must be submitted by 5:00 PM ET on 11/21/25
Answers to questions from potential Offerors will be posted to the Department of General Services eMarketplace website no later than this date.	Issuing Office	Answers will be provided by 3:00 PM ET on 12/05/25
Please monitor the Department of General Services eMarketplace website for communications regarding the RFP.	Potential Offerors	Regularly until proposal due date.
Proposal must be electronically submitted via upload into a designated OneDrive folder for which access will be granted by contacting the Issuing Officer .	Offerors	Proposals must be received at PLCB by 5:00 PM ET on 12/17/25
Oral Presentations as a part of the Best and Final Offer Process (Invitation to Best and Final Offer Process and a specific presentation date and time to come on or about January 26, 2026)	Offerors	Conducted onsite at Issuing Office 2/17/26 – 2/20/26

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 **Marketing Strategy, Creative Services and Media Services for the Pennsylvania Liquor Control Board** (“Project”) to support Fine Wine & Good Spirits (“FW&GS”) marketing and branding initiatives. This RFP contains instructions governing the requested proposals, including the requirements for information and material to be included; a description of the services to be provided; requirements Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** The PLCB (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Joshua Greene – Purchasing and Contract Administration Division, Room 212 Northwest Office Building, Harrisburg, PA 17124, [josgreene@pa.gov](mailto:josg Greene@pa.gov) – who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** The PLCB is the Commonwealth’s wholesaler and primary retailer of wine and spirits and the agency responsible for regulatory control of beverage alcohol in Pennsylvania. The PLCB operates approximately 575 FW&GS stores and FWGS.com (“e-commerce site”). As such, the PLCB seeks a full-service marketing/advertising agency to provide marketing strategy, creative services and media buying services for the FW&GS retail brand and sales initiatives.

The selected Offeror will provide ongoing marketing and brand strategy; an annual marketing plan; traditional and digital media strategies and plans; creative services for campaigns including campaign conceptual development; development of traditional and digital assets including but not limited to TV, radio, print, digital, social, etc.; trafficking of those ads; analysis of advertising campaigns and return on investment; email and social media marketing services; public/media relations support; marketing research services; and web design.

The selected Offeror is expected to analyze, evaluate, recommend and place media buys, and evaluate media buy results based on FW&GS’s goals for each campaign or initiative.

- I-4. Objectives.**
- A. General.** The PLCB seeks to contract with a full-service marketing/advertising and brand agency to provide marketing strategy, advertising services, campaign development, public/media relations support, web design and market research, as

needed, as well as comprehensive media buying services to include media planning, purchasing, placement, monitoring and evaluation.

B. Specific. The selected Offeror will provide marketing and advertising strategy, insights, creative development, production, media buying, reporting and analytics as further detailed in **Part III-4, Work Plan**, relative to the following deliverables.

1. Brand Strategy and Market Research
2. Marketing and Advertising Campaign Development and Creative Services
3. Media Strategies, Buying, Placement and Analysis
4. Project Control, Account Management, Analytics and Reporting

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 Firm, 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 20250808 Question”**) to the Issuing Officer named in **Part 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](#) by the deadline stated on the Calendar of Events. When an Offeror submits a question after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date, the question and answer will be provided to all Offerors through an addendum.

All questions and responses as posted to [eMarketplace](#) are considered an addendum to, and part of, this RFP in accordance with **Part 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 **Part I-26**.

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](#). 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 an addenda to the RFP.

I-10. Response Date. To be considered for selection, electronic proposal submissions as described in **Part I-11** must be uploaded to OneDrive folder described in **Part I-11A** on or before the time and date specified in the RFP Calendar of Events. The Issuing Office **will not** accept paper or emailed submissions. The hour for submission of proposals shall remain the same. The Issuing Office will reject late proposals.

I-11. Proposal Requirements.

A. Proposal Submission: To be considered, Offerors must contact the Issuing Officer identified in **Part 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 **Part 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, 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 **Part II-1C**.

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 email address 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 herein. To be considered, the proposal must respond to all proposal requirements. Except as discussed in **Part III-3, DO NOT EMBED LINKS TO DOCUMENTS OR WEBSITES WITHIN A TECHNICAL SUBMITTAL**; rather, all information to be considered by the evaluation committee must be set forth

in narrative fashion, including as appendices to the Technical Submittal as may be necessary.

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

1. Technical Submittal, in response to **Part III**, including the following complete, signed Appendices:
 - a. **Appendix A, Proposal Cover Sheet**
 - b. **Appendix B, Corporate Signatory Delegation Authorization Form (if applicable)**
 - c. **Appendix D, Worker Protection and Investment Form**
 - d. **Appendix E, Domestic Workforce Utilization Certification (if applicable)**
 - e. **Appendix F, Iran-Free Procurement Certification Form**
 - f. **Appendix G, Trade Secret, Confidential, Proprietary Information Notice Form (if applicable)**

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

The Issuing Office reserves the right to request additional information, which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the RFP.

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

- I-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. 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-16. Proposal Contents.

- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions. 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 **Part 1-16C** below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

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

- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered for exemption under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix G** 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-3** of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26An).

I-17. Best and Final Offers (BAFO).

- A.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations and evaluation of potential candidates;

The Offeror will have the opportunity to demonstrate its critical thinking, marketing analysis and presentation skills through an oral presentation that will be scheduled as outlined in the Calendar of Events. All Offerors invited to BAFO will be afforded the same amount of time for oral presentations, up to two hours each. Oral presentations will take place at the PLCB’s headquarters, at the Northwest Office Building, located in Harrisburg, PA. The PLCB will not pay for any costs incurred by any Offeror invited to participate in BAFO oral presentations.

Offerors selected for BAFO will present a sample campaign based on their **Appendix H, RFP Assignment** response, bringing the campaign to life and introducing management, supervisory and key account personnel planned to be involved in the Project. Any subcontractor proposed to handle key aspects of the business should be represented at the oral presentation.

In accordance with the **Calendar of Events**, Offerors selected to participate in the BAFO oral presentations will be notified on or about January 26, 2026. Oral presentations will be scheduled to take place February 17-20, 2026.

2. Request revised proposals; and
3. Enter into pre-selection negotiations.

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

1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors which the Issuing Office has determined in accordance with **Part 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 will 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 **Part II-4**, shall also be used to evaluate the Best and Final offers.

- I-18. News Releases.** Offerors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this RFP without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office. Post-award public communications regarding the Contract and Project may only be issued by the awarded Offeror with the approval of, and in coordination with, the PLCB Communications Office.
- I-19. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for contract negotiations, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.
- I-20. Performance Assumptions.** Offerors shall provide all services, supplies, facilities and other support necessary to complete the identified work, except as otherwise provided in this **Part I-20**. Offeror must have the capability to work remotely, with the potential for in-office work as required by PLCB. The selected Offeror will have direct access to key decision makers and other personnel throughout the PLCB during this engagement.
- I-21. Employee Performance Expectations/Right of Removal.** The PLCB, in its sole discretion, will notify the Contractor to remove and prohibit further use of any of its employees, or a Subcontractor's employees, who do not meet the PLCB's standards of performance.

Grounds for removal include, but are not limited to, habitual tardiness; use of electronic devices (e.g., cell phones and tablets) for personal purposes; rude, bullying or offensive behaviors; harassing or discriminating behavior towards PLCB employees, customers or guests that otherwise violates federal, state or local laws or PLCB policies; 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 performing contractual duties; excessively fraternizing with PLCB staff, customers and guests; and any other behavior that may distract the Contractor's or Subcontractor's employees from the performance of their contractual duties or which creates a threat to the health, safety or welfare of PLCB employees, customers or guests.

- I-22. Term of Contract.** The term of the contract will commence on the Effective Date and will end three years from the Effective Date. The Issuing Office may renew the Contract, in any monthly or annual increment(s) up to an additional five years after the initial three-year period, upon written notice to the selected Offeror and in the Issuing Office's sole discretion. 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-23. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents and acknowledges that:
- A.** Offeror and any proposed subcontractor are currently in compliance with and will maintain compliance with the *State Adverse Interest Act* (71 P.S. 776.1-776.8), and specifically affirms that neither has made, under separate contract with the Issuing Office, any recommendations to the PLCB concerning the need for the services described in its proposal or the specifications for the services described in this RFP.
 - B.** Offeror has not disclosed and will not disclose any details about its proposal or about its participation as an Offeror or potential Offeror in this RFP to any other firm or individual who is also an Offeror or potential Offeror, nor to any employee or agent of the Commonwealth. This obligation ceases only upon release by the Issuing Office of a Notice of Award of a fully approved and executed contract.
 - C.** Offeror is not on the current list of persons engaged in investment activities in Iran, which list is created by the Pennsylvania Department of General Services pursuant to Section 3503 of the Procurement Code, and that the Offeror is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code. Alternatively, such Offeror may demonstrate that it has received an exception from the certification requirement for this solicitation pursuant to Section 3503(e) of the Procurement Code.
 - D.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904 (unsworn falsification to authorities).
 - E.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication or agreement with any other Offeror or potential offeror.

- F.** The Offeror has not disclosed the price(s), the amount of the proposal nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, nor to any employees or agents of the Commonwealth, and the Offeror shall not disclose any of these items except to the Issuing Office prior to the release by the Issuing Office of a Notice of Award of a fully approved and executed contract.
- G.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- H.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- I.** To the best knowledge of the person(s) signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- J.** To the best of the knowledge of the person(s) signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- K.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- L.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- M.** By submitting its proposal, including the Worker Protection and Investment Certification, the Offeror certifies that it is currently compliant with applicable Commonwealth of Pennsylvania labor and workforce safety laws.
- N.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

- O.** The Offeror is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-24. Notification of Selection.

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

I-25. Debriefing Conferences. Within 15 calendar days of notification for contract negotiations as described in **Part I-24A**, Offerors whose proposals were not selected may request a debriefing. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. The Issuing Office will not conduct debriefings more than 30 calendar days after notice of selection for contract negotiations has been sent. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I-26** of this RFP).

I-26. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at:
<https://www.pa.gov/content/dam/copapwppagov/en/dgs/documents/documents/procurement-forms/handbook/pt1/pt%20i%20ch%2058%20bid%20protests.pdf>

A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office, which writing may be transmitted by email to the Issuing Officer. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

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

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

PART II

CRITERIA FOR SELECTION

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

- A. Clearly document the Offeror had capitalized billables of \$20 million or more per year for each of the past three years as set forth in **Part II-5B and Part III-3** of this RFP.
- B. Be timely received from an Offeror as set forth in **Part I-10** of this RFP; and
- C. Be properly signed by the Offeror, in accordance with Commonwealth law. Include a properly signed **Appendix A, Proposal Cover Sheet** and **Appendix B, Corporate Signatory Delegation Authorization** or similar supporting documentation as needed.

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

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

II-2. Technical Nonconforming Proposals. The Mandatory Responsiveness Requirements set forth in **Part II-1** herein are the only RFP requirements the PLCB will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other

technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity and/or (3) consider the nonconformity in the scoring of the Offeror's proposal.

II-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **80%** of the total points. Evaluation will be based upon the following: **Soundness of Approach, Offeror/Personnel 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. Points are then awarded to other proposals on a proportional pro-rated basis.

- 1. Soundness of Approach.** Emphasis here is on the Offeror's ability to demonstrate effective approaches to developing FW&GS brand strategy and market research; marketing and advertising campaigns and creative; media strategies, buying, placement and analysis; and analytics and reporting. An evaluation of the soundness of approach will consider information such as how the proposed solution meets the requirements of this RFP.
- 2. Offeror/Personnel 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.
- 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 C, 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 **20%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of cost points available. Points are then awarded to other proposals on a proportional pro-rated basis.
- C. Worker Protection and Investment Certification.** Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the **Worker Protection and Investment Certification Form (Appendix D)** and submitted with the Offeror's proposal.
- D. Domestic Workforce Utilization.** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

<https://www.pa.gov/agencies/dgs/procurement-resources/rfp-scoring-formula>

- 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 is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the offeror with the highest overall score.
- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1. Statement of the Project. State in succinct terms your understanding of the project presented or the service required by this RFP.

III-2. Qualifications.

A. Company Overview. Identify the date your company was founded, principal ownership, scope of operations and general information regarding your company. Also note any special expertise enhancing your company's qualifications. List any current contracts that may present a conflict of interest. An organizational chart should be included that identifies the 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 C**, should also be provided, if applicable.

B. Prior Experience. In response to this RFP, the Offeror shall describe in detail the current and historical experience the Offeror has in providing a full array of marketing and media buying services with attention given to retail clients. Offeror should include experience in food, beverage and/or retail promotion and specifically any experience in the alcohol industry. Experience should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company or agency who may be contacted.

EXAMPLES:

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

1. Project Name
2. Scope and Size of Project
3. Project Start and End Dates
4. Client Name
5. Client Address
6. Client Contact Name, Phone Number and Email address (for reference purposes)
7. Creative and/or production examples for both traditional and digital marketing channels

C. Personnel. Include the number and identities of executive and professional personnel who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel including account management, creative management, media purchasing lead and others directly

working on the account, include the employee's name and, through a resume or similar document, the project personnel's education and experience in food, beverage (including alcohol) and/or retail. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

- D. Substitutions:** The PLCB must approve or disapprove all staffing substitutions and changes. Once approved professionals are assigned to the Project, the selected Offeror may not re-assign assets to another project without prior written consent from the PLCB. The PLCB has the right to require replacement of any personnel in the event of unacceptable performance of the work.

Any planned staffing substitutions must be submitted to the PLCB 10 business days (two weeks) prior to the vacation or substitution. The PLCB must not incur any delays due to knowledge transfer to new Offeror personnel resulting from staffing substitutions or replacement. It is the selected Offeror's responsibility to train replacement staff.

- 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. Specific work, supplies and/or services the subcontractor will perform or provide; 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 C**, 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 C**. Please provide all relevant information for the PLCB to determine such qualification.

III-3. 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, including 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. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

Offerors must demonstrate documented capitalized billables of \$20 million or more per year for each of the past three years. Any proposal wherein an Offeror shall be engaged as a joint venture, partnership or prime contractor/subcontractor arrangement must provide documentation of capitalized billables for each entity comprising said arrangement. An Offeror may aggregate capitalized billables between or among entities to meet the \$20 million threshold.

Your failure or refusal to provide adequately informative financial information despite the protections of the Pennsylvania Right to Know Law may adversely impact the evaluation committee's technical score and/or Issuing Officer's determination of your financial responsibility. Specific documents as identified herein are recommended; alternative materials may be offered to substantiate financial capability. Where the specifically identified documents exist, however, their submission is expected as part your proposal.

III-4. Work Plan. The following tasks will be required of the selected Offeror in its delivery of marketing and media buying services. In response to this RFP, the Offeror shall describe its approach to tasks A through E, detailing how each task would be performed and accomplished for the PLCB. Samples of past work demonstrating experience and expertise in each task, specifically relating to experience in food, beverage (including alcohol) and/or retail promotion, as appropriate, are welcome.

When developing Proposals, Offerors should note the PLCB operates on a fiscal year beginning July 1 and ending June 30.

Additionally, Pennsylvania is bordered on all sides by states that also sell wine and spirits; nearly 1,900 private wine retailers including grocery and convenience stores authorized to sell wine to go and nearly 2,200 private retailers including grocery stores, convenience stores, and beer distributors authorized to sell canned cocktails to go in Pennsylvania, and nearly 1,700 manufacturers (breweries, wineries and distilleries) in Pennsylvania that now compete with FW&GS for retail sales.

For purposes of project management, a PLCB project manager will be established to coordinate all Project activities related to FW&GS.

A. Brand Strategy and Market Research. The selected Offeror will be expected to assist in refinement of brand positioning, strategy, messaging and tone. They will be responsible for:

1. Developing and delivering an annual marketing strategy and media strategy and related plans. While not guaranteed, the PLCB estimates an estimated annual budget of approximately \$10 million, inclusive of about \$2 million in agency costs and \$8 million in media spend and costs. Plan recommendations should be based on lessons learned in prior years and/or campaigns and will be reviewed and revised by the PLCB, and the selected Offeror will be responsible for updating plans at the PLCB's request.
2. Development and delivery of channel playbooks and best practices and assisting in the development of audience strategies.
3. Conducting market research as needed and approved in advance by the PLCB to aid in strategy development and evaluation on return on investment.

B. Marketing and Advertising Campaign Development and Creative Services. The selected Offeror will promote the approximately 575 FW&GS stores and the e-commerce site, improve brand awareness and maximize store traffic and product sales, inclusive of the following responsibilities:

1. Developing integrated marketing campaigns varying in size and scope aligned to business goals and other opportunities.
2. As needed, developing creative, content and storytelling approaches and assets for all major brand campaigns and other ad hoc marketing needs, including copywriting and design support aligning with brand standards as identified in **Appendix I, PLCB Brand Identity Guidelines**.
3. Delivering assets to the PLCB and trafficking all spots on behalf of the PLCB to media outlets across formats including but not limited to video, radio, print, digital and social. While the PLCB generally prints materials itself outside this engagement, it may occasionally require printing services from the selected Offeror.
4. Developing and pitching public/media relations plans related to value-added media opportunities and/or monthly themes as identified by the PLCB.
5. The selected Offeror may be required to obtain copyrights and to register all logos, commercials and programs as trademarks with the PLCB as the owner of such materials as instructed and approved by the PLCB. The selected Offeror will be required to incorporate approved PLCB branded logos and trademarks into all campaign materials.

C. Media Strategies, Buying, Placement and Analysis. The selected Offeror will be responsible for providing media buying and related services to support the Fine Wine & Good Spirits brand and initiatives. Media buying will require the selected Offeror to provide a full array of media evaluation, buying, placement and monitoring services. The selected Offeror will be expected to:

1. Provide media strategies and media mix recommendations based on audiences and budget.

2. Purchase and place all advertising in traditional, digital and new media supporting the goals established for each initiative or campaign.
3. Provide a media buy summary for each initiative or campaign as requested by the PLCB.
4. Evaluate media buys and effectiveness in real time, adjusting media buys as appropriate and ensuring effective media strategies and optimal spend.
5. Negotiate and renegotiate talent fees as needed.
6. Evaluate and execute partnership/sponsorship opportunities on behalf of the PLCB, as needed.

D. Project Control, Account Management, Analytics and Reporting: The selected Offeror will track performance of all marketing and media against goals and measure campaign effectiveness, providing to the PLCB clear and understandable dashboards and reporting. The selected Offeror will work with the PLCB to ensure overall collaboration and open communication, to effectively detail the status of tasks and deliverables and identify related issues and recommendations. The selected Offeror will be responsible for timely delivery of all assigned deliverables and campaign elements, as well as budget oversight and tracking spend to ensure efficient resource management.

Specifically, the Offeror will:

1. On an ongoing basis:
 - a. Conduct regular evaluation of and reporting on the effectiveness of campaigns and creative approaches.
 - b. Handle overall media tracking and performance.
 - c. Monitor FW&GS social channels on evenings, weekends and holidays for urgent issues requiring immediate attention.
 - d. Assess impact across all marketing touchpoints.
 - e. Aid in owned channel analytics.
 - f. Provide actionable insights for continuous improvement.
 - g. Support standard reporting integrations, including but not limited to pixel implementation, tag management and data pass-through to designated analytics platforms. All tracking must be configured to align with campaign KPIs and comply with applicable privacy regulations.
2. As assigned by the PLCB:
 - a. Assist in brand tracking.
 - b. Provide media mix modeling support.

3. Deliver the following reports:

- a. *Weekly Status Reports.*** Written – and at the direction of the PLCB, in person and/or phone/virtual meetings – progress reports detailing the status of tasks and deliverables and identifying related issues, budgets and recommended resolutions.
- b. *Trend Reports.*** The selected Offeror will provide trend reports on a quarterly or as-needed basis including macro and micro consumer trends and best practices in consumer marketing, as well as provide thought leadership around emerging technologies, channels and media solutions.
- c. *Summary Reports.*** For each marketing initiative or campaign as identified by the PLCB, the selected Offeror must provide a campaign summary evaluating campaign effectiveness and opportunities for improvement.
- d. *Monthly Media Reports.*** The selected Offeror will provide a monthly media report, detailing media performance across marketing channels against goals.
- e. *Monthly Budget Reports and Invoicing.*** The selected Offeror will provide a monthly budget summary report, detailing media planned and actual spends, as well as agency spend and cumulative totals for the fiscal year. This report should be supported by detailed invoices and include invoice reconciliation, as needed. This report should also include any proposed deviations from previously PLCB-approved spend plans based on recommended changes to previously communicated strategy, media and/or operational approaches.
- f. *Year-End Reports.*** An annual report will be provided by the selected Offeror at the end of each fiscal year detailing overall marketing and media performance, sales impact, accomplishments, best practices, opportunities and recommendations for future approaches.
- g. *Work Estimates and Ad Hoc Reports.*** The selected Offeror will be required to provide initiative-based work estimates (and revisions thereto) estimating staff plans/hours and budget to inform PLCB decision-making regarding specific campaigns or work efforts. Additional reports may also be requested as business needs arise.

E. Staffing. For each of the functions below, the Offeror should indicate its approach to staffing, identifying a minimal staffing level using full-time equivalents required to successfully execute the Project.

The PLCB expects the selected Offeror to support the Project during the PLCB's regular working hours, 8:30 a.m. to 5 p.m. ET Monday through Friday, with regular off-hours social media monitoring on evenings, weekends and holidays, and occasional additional support required evenings and/or on weekends, if needs arise.

Offeror should assume participation in in-person presentations and/or meetings at PLCB headquarters in Harrisburg, Pennsylvania, as directed by the PLCB.

For each of the following functions, Offerors should identify anticipated resource dedication both by hours and by cost out of a total 100% resource allocation for each. DO NOT include dollar amounts within the Technical Proposal, rather submit percentages adding to 100%.

1. Account Management
2. Strategy and Insights
3. Creative Development
4. Production
5. Media Buying
6. Reporting and Analytics
7. Other (please specify)

F. RFP Assignment. To enable the PLCB to evaluate Offerors' capacities related to the project, in addition to detailing approaches to the preceding tasks herein, offerors are required to submit a response to **Appendix H, RFP Assignment** within their technical proposals, detailing a 360-degree holiday marketing campaign for FW&GS.

III-5. Transition Plan. The selected Offeror must transition all work processes and deliverables at the end of the contract term to the PLCB and/or its designated turnover recipient, and Offeror will be required to report on such transition as determined by the PLCB.

III-6. Requirements. In preparation of the Technical Submittal and in support of the Project, the selected Offeror must acknowledge and abide by the following PLCB procedures and protocols:

A. Privacy Policy.

B. Social Media Policy.

C. Social Media Terms and Conditions. The selected Offeror may be required to accept the terms and conditions for social media sites with which the Offeror will engage in support of the Project.

D. Other Agreements. The selected Offeror will be required to work with existing service vendors and evaluate, select and enter into agreements on PLCB's behalf with interactive/social media providers, programs, applications or software, Short Message Service ("SMS") and Multimedia Message Service ("MMS") marketing, email marketing, web and social media analytics, interactive and social media publishing programs, e-coupon marketing, and other marketing tools as deemed necessary by the PLCB. Any and all agreements may be entered into only with the express, written

approval of the PLCB, and they must be transferable or assumable at the end of the selected Offeror's contract period.

- E. Emergency Preparedness and Disaster Recovery.** The selected Offeror must be able to provide the services under the resulting Contract in a way that permits the PLCB's operations to continue in the context of an emergency or disaster, including a pandemic. The selected Offeror is responsible for maintaining backup storage and archiving all final deliverables provided to the PLCB.

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

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

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, based on 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 **Part I-11A**, and costs for this project will be paid at a flat hourly rate. Offerors are to provide a rate card at **Appendix J, Cost Submittal**, with the express understanding that all compensation for this project will be limited to hours actually worked multiplied by the agreed hourly rate(s). In the event that travel is necessary to perform the services, such terms will be negotiated at a later date. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part 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.

This Cost Submittal has been developed to accommodate a variety of billing options from Offerors, while allowing for fair and equivalent comparison of offers. Offerors may input zero amounts in any field. As such, Offerors may propose commission-only cost submissions (zero entries for all hours), hourly only cost submissions (zero entry for commission) or a combination of commission and hourly cost proposals (entries for both commission and hourly rates with hours, understanding that in this circumstance media buying hours would be expected to be zero entries).

IV-2. Incurring Costs. The Issuing Office will only pay 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 that has been acknowledged and accepted by the selected Offeror in the PLCB's online self-service Oracle Supplier Portal ("Portal"). The Portal is used to facilitate business with the PLCB.

IV-3. Invoicing. All invoicing shall occur electronically in the Portal. Upon delivery of service, an invoice itemized by Purchase Order ("PO") line number should be created and submitted to the PLCB Project Manager. Upon approval, the selected Offeror would be responsible for uploading the approved invoice through the Portal. The invoice should include only the itemized amounts due under the PO. The PO and Notice to Proceed must be acknowledged in the Portal by the selected Offeror before any invoices can be submitted. Invoices to the PLCB may only reflect charges as agreed to in the contract unless otherwise approved by the PLCB by a written Change Order or Contract Amendment.

In addition to including the PO line numbers, all non-media buying invoices should also include position, hours and hourly cost.

If applicable, media buying invoices must reflect media buys by channel and separately indicate commission fees, along with invoice date, the PO number and the PO line number.

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 Project Manager.

- IV-4. Supplier Registration.** The selected Offeror will be required to register in the Portal as a “Non-Merchandise” supplier of goods and services. During the registration process, every Offeror will be required to complete a questionnaire to verify their supplier type (Merchandise or Non-merchandise). Every Offeror will also be required to enter the details of the “PLCB Purchasing team contact person”. This information can be found in **Part I-2** of this RFP. Registration must be completed before a PO can be fully executed. Information on how to register and related training can be found by clicking the link below. **(Please note: A PLCB Supplier number will NOT be immediately generated upon submission of registration. The request will be processed within 3-5 business days from date received.)**

[ERP Resources for Goods and Services Suppliers \(pa.gov\)](http://pa.gov)

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

It is the selected Offeror’s responsibility to ensure that the supplier information contained in the Portal is accurate and complete. **Failure to update the Portal of any changes to supplier information may result in delayed payments.**

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

PART V

CONTRACT TERMS AND CONDITIONS

*The following contract terms and conditions shall, in accordance with **Part III-7** of this RFP, become part of the contract between the Pennsylvania Liquor Control Board (“PLCB” or “Customer”) and the awarded Offeror (“Contractor”) resulting from this RFP (hereinafter, “Contract”).*

1. SCOPE OF SERVICES

- A.** During the term of this Contract, Contractor agrees to provide the Services as set forth in the Contract (collectively, the “Services”). The Contract is comprised of the following documents which, in the event a conflict exists, shall have an order of precedence as follows:
- i.** the Contract Terms and Conditions;
 - ii.** the Contractor’s final Cost Submittal;
 - iii.** the RFP, including all the referenced Appendices and as amended by any addenda; and
 - iv.** the Contractor’s Technical Submittal to the RFP, as amended by any clarifications or Best and Final Offers.
- B.** 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 by an Amendment to this Contract, as necessary. Any such change document 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 outside of this process.
- C.** The PLCB reserves the right to purchase services covered under the Contract through a separate procurement procedure, whenever the PLCB deems it to be in its best interest. This is not an exclusive contract.

2. TERM OF CONTRACT

The initial term of this Contract will start on the Commencement Date (as defined below) and continue as indicated in the RFP, subject to any other contract provisions. The Commencement Date will be the later of the date in the Notice to Proceed or the Effective Date (as defined below). The Effective Date will be the date the Contract has been fully executed by the Contractor and by the PLCB and all additional approvals required by Commonwealth contracting procedures have been obtained. The Contractor shall not begin any contractual work until after Contractor is issued a Notice to Proceed directing the Contractor to start performance on the Commencement date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the Commencement 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 Commencement date. No PLCB employee has the authority to verbally direct the commencement

of any work under this Contract.

3. EXTENSION OF CONTRACT TERM

To prevent problems associated with contract expiration, termination, or transition, including to avoid a lapse in service, the PLCB reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to six months upon the same rates, terms, and conditions.

4. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimates only and may be increased or decreased in accordance with the actual requirements of the PLCB and that the PLCB by accepting any bid in whole or in part, contracts to purchase only the materials and services in the quantities represented in the actual procurement specifications and actual needs of the PLCB.

5. DEFINITIONS

As used in this Contract, these words shall have the following meanings unless otherwise defined in the RFP or Appendices. Capitalized terms used in these standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

- A. Agency:** the Pennsylvania Liquor Control Board (“PLCB”).
- B. Amendment:** amendments are issued for any change to the terms and conditions, or any change exceeding the scope of the Contract, including material changes to the requirements or costs of the Contract and require the same signatures as the original Contract document: i.e.; the officers who may bind the Contractor, and the Commonwealth officials who may bind the PLCB. Whether a document constitutes an Amendment or another type of change/notice document is in the discretion of the PLCB.
- 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. Change Orders are signed by Party-designated officers/officials of the Parties, including PLCB legal counsel. Whether a document constitutes a Change Order or another type of change/notice document is in the discretion of the PLCB.
- D. Commonwealth:** refers collectively to the government of the Commonwealth of Pennsylvania as a whole, inclusive of the PLCB.
- E. Contract:** Collectively, the Contract is comprised of the Contract Terms and Conditions, Contractor’s final Cost Submittal, RFP #**20250808** including all appendices and addenda, and Contractor’s Technical Submittal to the RFP, as amended by any clarifications or Best and Final Offers.
- F. Contracting Officer:** the person authorized to administer this Contract for the PLCB and to make written determinations with respect to the Contract.
- G. Contractor:** the Offeror selected by the PLCB pursuant to RFP# **20250808**.
- H. Customer:** Pennsylvania Liquor Control Board, or PLCB
- I. Data:** any recorded information, regardless of the form, the media on which it is recorded,

or the method of recording.

- J. Days: unless specifically indicated otherwise, days mean calendar days.
- K. DDB: Refers to a Diverse and Disadvantaged Business as determined by the PLCB.
- L. Deliverable: a required Deliverable as set forth in RFP# **20250808** or in a later order under the Contract.
- M. Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: Deliverables, documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in, or in compliance with, **Section 33, Proprietary Rights**.
- N. 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.
- O. Party or Parties: PLCB and Contractor.
- P. PLCB: Pennsylvania Liquor Control Board.
- Q. 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.
- R. PLCB Project Manager: the designated PLCB employee that will be responsible for making management level decisions related to the Services.
- S. Portal: PLCB's Online Supplier Portal used to facilitate business with the PLCB.
- T. RFP: Request for Proposals # **20250808** for **Marketing Strategy, Creative Services and Media Services for the Pennsylvania Liquor Control Board**.
- U. Services: all Contractor activity necessary to satisfy the Contract.

6. 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 under this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contract with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

7. REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties made in this Contract, its incorporated documents, and in the documentation for the Services or Deliverables, the Contractor represents and warrants as follows:

- A. That the Services and Deliverables will conform in all material respects to the functional specifications for the Services and Deliverables and/or the requirements of the Contract and the applicable procurement document.

- B.** That the Services shall be performed in accordance with industry standards using the utmost care and skill.
- C.** The Contractor and its agents shall comply with all federal, state and local laws, regulations and policies in fulfillment of this Contract and any purchasing document, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract, and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations.
- D.** That Services shall be provided by personnel qualified to perform the tasks required.
- E.** That the Contractor shall correct any non-conformity within the warranty period specified herein, or if no period is specified, within 90 days of notice.
- F.** That the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of PLCB's operations.
- G.** That the Contractor has the necessary legal rights, including licenses to third-party products, tools, or materials, to perform the Services and deliver the Deliverables under this Contract.
- H.** That work products and Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States and the requirements of this Contract.
- I.** That the Contractor has obtained all necessary corporate approvals to enter into this Contract and that no consent, approval, or withholding of objection is required from any external authority with respect to the entering into of this Contract.
- J.** That the Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or conflict with any obligations under this Contract.

8. COMPLIANCE WITH LAW

The Contractor shall comply with all federal, state and local laws, regulations and Commonwealth and PLCB policies applicable to its Services and Deliverables, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation. This specifically includes all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the Breach of Personal Information Notification Act, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2330.

If any existing law, regulation or policy is changed or if any new law, regulation or policy is

enacted that affects the Services provided under this Contract, Contractor compliance shall continue to be required. Where necessary, the Parties shall modify this Contract, per **Section 30, Change Orders and Amendments**, to the extent reasonably necessary to:

- A. Ensure that such Services will be in full compliance with such laws, regulations and policies; and
- B. Modify the rates applicable to such Deliverables or Services.

9. COMPENSATION

- A. The Contractor will be compensated at the rates set forth in the Contractor's final Cost Submittal. The Contractor shall be compensated only for work accepted by the PLCB.
- B. Contractor shall not be paid or reimbursed for:
 - i. Time spent preparing and/or transmitting invoices or any other billing or time keeping records.
 - ii. Time for work not performed or meetings not held/attended.
 - iii. Time or expenses for faxing, postage, mail, messenger services or other special delivery.
 - iv. Time spent on repetitious preparation/review/revision of documents unless at the explicit request of the PLCB.
 - v. Any work performed or materials secured prior to the Effective Date of the Contract.
- C. Travel. The Contractor shall not be allowed or paid travel or per diem expenses except as pre-approved by PLCB. Travel and related expenses shall be reimbursed in accordance with (in order of precedence) PLCB Policy, and [Management Directive 230.10 Amended, Commonwealth Travel Policy](#), and [Manual 230.1, Commonwealth Travel Procedures Manual](#).
- D. Notwithstanding any other provision of this Contract, the Contractor and the PLCB may negotiate new deliverable if those deliverables become necessary within the scope of the Contract. Negotiated deliverables may be added via Change Order.

10. BILLING REQUIREMENTS

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

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

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

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

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

The Payment Terms will be set at "Net 30." The PLCB shall put forth reasonable efforts to ensure 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.

- A. Payment Method.** The PLCB will make contract payments through the Automated Clearing House. Within 10 days of award of the contract the Contractor must submit or must have already submitted their ACH information within their user profile in the Portal.
- B. Unique Identifier.** 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.
- C. ACH Information in the Portal.** It is the responsibility of the Contractor to ensure that the ACH information contained in the Portal is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. TAXES AND OFFSET

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, owed to the Commonwealth and is not being contested on appeal against any payments due the Contractor under this Contract or any other contract between the Commonwealth and the Contractor.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and

has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued.

13. ASSIGNMENT OF ANTITRUST CLAIMS

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

14. HOLD HARMLESS

- A. Contractor Obligations** The Contractor shall hold the PLCB harmless from and indemnify the PLCB against any and all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities arising out of or in connection with any activities performed by the Contractor or its employees, subcontractors and agents that are related to this Contract, as determined by the PLCB in its sole discretion.
- B. Commonwealth Attorneys Act.** The PLCB shall provide the Contractor with prompt notice of any such claim or suit 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.
- C. Settlement** Notwithstanding the above, neither party shall enter into any settlement of any claim or suit without the other party's written consent, which shall not be unreasonably withheld nor unduly delayed. The PLCB may, in the discretion and at the direction of the OAG, allow the Contractor to control the defense and any related settlement negotiations.

15. AUDIT PROVISIONS

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

performance of the Services or Deliverables. 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. The provisions of this **Section 15** shall be applicable to and included in each subcontract hereunder.

16. DEFAULT

- A.** The PLCB may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract for any of the following reasons:
- i.** Failure to begin work within the time specified in the Contract or as otherwise specified to ensure business needs are met.
 - ii.** Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract.
 - iii.** Continued unsatisfactory performance of the work.
 - iv.** Failure to deliver services within the time specified in the Contract or Purchase Order or as otherwise specified.
 - v.** Failure to provide services in conformance with the representations referenced in the Contract or Purchase Order;
 - vi.** Discontinuance of services without approval and/or failure to resume discontinued services after notice to do so.
 - vii.** 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 sixty-days after such filing.
 - viii.** Breach of any material provision of the Contract, including failure to comply with representations made in the Contractor's bid/proposal.
 - ix.** 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 **Subsection 16(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 **Section 18**.
- C.** In the event that the PLCB terminates this Contract in whole or in part as provided in **Subsection 16(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 Section 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 Section 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 **Section 19** of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. FORCE MAJEURE

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

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

In the event of a declared emergency by competent governmental authorities, the PLCB by notice to the Contractor, may: suspend all or a portion of the Contract, or request that the Contractor perform alternative or modified Services to mitigate the effects of the applicable Force Majeure event. In the event that such alternative Services are requested by the PLCB, the Parties will use best efforts to establish agreeable terms for the provision of such Services, which shall be documented in a written Change Order that is approved by both Parties.

18. TERMINATION PROVISIONS

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

A. TERMINATION FOR CONVENIENCE:

- i. The Commonwealth may terminate the Contract or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for all Services performed consistent with the terms of the Contract prior to the effective date of termination.

- ii. In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.
- iii. Failure to agree on any termination costs shall be a dispute handled in accordance with **Section 19, Contract Controversies**, of this Contract.

The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the **30-day** notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

- 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, in whole or in part. The Contractor shall be reimbursed in the same manner as that described in **Subsection 18(A)** to the extent that approved / appropriated funds are available. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs.

- 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 **Subsection 18(A)**.

19. CONTRACT CONTROVERSIES

- A.** In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- B.** If the Contractor or the Contracting Officer requests mediation and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful.

If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the PLCB.

- C.** Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Contracting Officer and the PLCB shall compensate the Contractor for such continuous performance pursuant to the terms of the Contract.

20. ASSIGNABILITY AND SUBCONTRACTING

- A.** Subject to the terms and conditions of this Section, this Contract shall be binding upon the parties and their respective successors and assigns.
- B.** The Contractor shall not subcontract with any person or entity to perform all or any part of

the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

- C. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- D. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all the terms and conditions of this Contract.
- E. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- F. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment Contract executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- G. A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

21. OTHER CONTRACTORS

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

22. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Representations. The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

A. Nondiscrimination/Sexual Harassment Obligations. The Contractor shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, 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.
- ii. 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 this contract.
- iii. 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 this contract.
- iv. in any manner 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 this contract relates.
- v. 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.

B. Establishment of Contractor Policy. The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- C. Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- D. Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
- E. Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

23. CONTRACTOR INTEGRITY PROVISIONS

- A. Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
- i.** "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (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.
 - ii.** "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii.** "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
 - iv.** "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - v.** "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](#), as may be amended, 4 Pa. Code

§7.153(b), apply.

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

B. Representations and Warranties

- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
 - 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 are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

C. Contractor Responsibilities. During the term of this contract, the Contractor shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
- v. 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. The Contractor must 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 the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
- viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the 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 the ethical standards.

D. Investigations. If a State Inspector General investigation is initiated, the Contractor shall:

- i. 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. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- ii. 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 and make identified Contractor employees available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, 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. This information may include, but is not limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

E. Termination. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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 contract.

F. Subcontracts. The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

24. CONTRACTOR RESPONSIBILITY PROVISIONS

A. Definition. For the purpose of these provisions, the term "Contractor" means 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 also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

B. Contractor Representations

- i. The Contractor represents for itself and its subcontractors required to be disclosed

or approved by the Commonwealth, that as of the date of its execution of this 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 make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.

- ii. The Contractor represents that as of the date of its execution of this 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. Notification. The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

D. Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

E. Reimbursement. The Contractor shall 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 contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not 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. Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

25. AMERICANS WITH DISABILITIES ACT

A. No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.

B. Compliance. For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and

local governments.

- C. Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of **Subsection 25(A)**, as determined by the Commonwealth in its sole discretion.

26. COVENANT AGAINST CONTINGENT FEES

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

27. APPLICABLE LAW AND FORUM

This Contract is to be governed by and must be 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. Any Pennsylvania court or tribunal has in personal jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation to the PLCB's rights or defenses.

28. INTEGRATION

This Contract, including all referenced documents, constitutes the entire Contract 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, Contract or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written Change Order or Amendment signed by both parties.

29. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of Contract 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, websites, or other

documentation shall not become part of the parties' Contract and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the PLCB.

Further, and for purposes of clarity, the Contractor may not require the PLCB, or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services, unless the PLCB has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Changes to terms may be accomplished only by processes set out in this Contract.

30. CHANGE ORDERS AND AMENDMENTS

- A.** Change Orders: As long as the scope of the Contract is not thereby altered, the PLCB reserves the right to make changes at any time during the term of the Contract: to make changes to the Services within the scope of the Contract; or to modify the time of performance.
- B.** Amendments: An Amendment will be required for changes outside the scope of this Contract, unless it is appropriate to use a Change Order or funding adjustment. The PLCB reserves the right to require an Amendment for any change to this Contract in its sole discretion.
- C.** All changes to this Contract shall be initiated by the PLCB upon notification to the Contractor in writing. The change shall be effective as of the date indicated on the Change Order or Amendment, as applicable. Such increases, decreases, changes, or modifications will not invalidate the Contract. The Contractor agrees to provide the Services in accordance with the Change Order or Amendment. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through **Section 19, Contract Controversies**.

31. CONFIDENTIALITY AND BREACH

Confidential Information shared by one party ("Disclosing Party") to the other party ("Recipient") during the course of the business relationship between the parties shall be treated in accordance with this Contract.

All Data provided, collected, processed, or created to fulfill the terms of this contract is Confidential Information unless otherwise indicated in writing. "Confidential Information" shall include, but not be limited to, information disclosed by or through Disclosing Party to Recipient, whether in writing, orally or by any other means, which is confidential and/or proprietary to Disclosing Party. Such information may include, without limitation: (a) information concerning Disclosing Party's customers, grantees, or regulated entities; (b) all forms and types of financial, business, technical, or economic information including oral presentations pertaining to services; marketing strategies; computer software, software designs, and services; business plans and logic; computer hardware used by Disclosing Party; and other information, documents, and materials that pertain to operation policies, procedures, and any other aspects of the business of Disclosing

Party; (c) financial and pricing information of Disclosing Party; (d) financial information of PLCB customers and regulated entities; and (d) proprietary software developed by, or licensed to, the Disclosing Party. In accordance with the Liquor Code at 47 P.S. § 2-207(m)(2), "Confidential Information" shall also include the names and addresses of individual consumers who participate in a customer relations management program or purchase products from the PLCB, as well as any records or information that would disclose the personal purchase choices of individual consumers.

Recipient shall use Confidential Information only as directed by Disclosing Party and shall not accumulate Confidential Information in any way or make use of Confidential Information for any purpose other than to perform the requirements necessary to fulfill the business transaction(s) agreed to by the Parties. Recipient shall not disclose, transfer, use, copy, or allow any employee or any third party access to any such Confidential Information, except for those who are legally permitted to access the information and have a need to know such Confidential Information in order for Recipient to accomplish the requirements of the business transaction(s) agreed to by the Parties and who are individually bound by contractual obligations of confidentiality and limitation of use sufficient to give effect to this Contract. Without Disclosing Party's prior written consent, Recipient shall not disclose Confidential Information to any unauthorized party. Recipient shall treat Confidential Information with at least the same degree of care that it treats its own Confidential Information and shall exercise reasonable precautions to prevent disclosure of Confidential Information to unauthorized parties.

The obligations with respect to Confidential Information shall not apply to Confidential Information that: (a) at the time of disclosure was generally known by the public; (b) the Recipient obtained from a third party that it has reason to believe had the right to make such disclosure; (c) Disclosing Party specifically authorizes the Recipient to disclose; (d) either Party developed independently; or (e) becomes part of the public domain through no fault of the Parties. Nothing herein shall be construed to restrict Recipient from disclosing such Confidential Information as may be required by federal or state law, pursuant to a court order issued by a court of competent jurisdiction, or pursuant to a validly issued subpoena, or pursuant to a requirement of a valid and legal law enforcement investigation; provided, however, that if Recipient is required to make such disclosure, it immediately notifies Disclosing Party in advance in writing of such requirement for disclosure, so that Disclosing Party, at its own option and at its expense, may seek to restrain disclosure of such Confidential Information.

Recipient agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to Disclosing Party. Recipient acknowledges that Disclosing Party shall have the right to take all reasonable steps to protect its interests in keeping the Confidential Information confidential, including, but not limited to, injunctive relief and specific performance without proof of actual damages, and any other remedies as may be available at law or in equity, in the event Recipient does not fulfill its obligations under this Contract. Notwithstanding the foregoing, this provision shall not be read, interpreted, or construed as a waiver of the sovereign immunity of PLCB or of the Commonwealth of Pennsylvania.

Recipient shall not use the Confidential Information of Disclosing Party: (a) for its own benefit or that of any third party; (b) to Disclosing Party's detriment; or (c) in any manner other than to perform the requirements necessary to fulfill the business transaction(s) agreed to by the Parties.

Recipient shall ensure that it does not retain Confidential Information for longer than it needs such information to perform the requirements necessary to fulfill the business transaction(s) agreed to by the Parties. Recipient's disposal policy shall require that such information is reviewed and destroyed on a routine basis consistent with Recipient's disposal policy.

In the event Contractor knows or reasonably believes that there has been a breach of Commonwealth Data, Recipient shall take the following actions:

1. Immediately notify PLCB of such breach.
2. Identify to PLCB at no cost to PLCB what specific Confidential Information may have been breached.
3. Monitor any affected accounts for any unusual activity (if appropriate).
4. Take measures to contain and control the incident to prevent further unauthorized access.
5. Remedy the circumstances that permitted such breach to occur.
6. Cooperate with PLCB as necessary to facilitate PLCB's compliance with any applicable federal or state law regarding unauthorized access of the Confidential Information.

In addition to any other remedy in this Contract, Contractor shall fully reimburse PLCB for the actual costs of mailing notices to individuals whose data has or may have been breached, where such breach is the direct result, in whole or in part, of Contractor's breach of this Contract, Contractor's failure to conform to applicable law, or Contractor's negligence.

The terms and conditions of this Contract shall survive for a minimum of five years after the date of delivery of the last item of Confidential Information between the Parties. Notwithstanding the foregoing, the Recipient acknowledges that (i) its obligations under this Contract with respect to the Disclosing Party's Confidential Information shall remain in effect for as long as such information shall remain Confidential Information under applicable law and (ii) its obligations under this Contract with respect to the Disclosing Party's trade secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law.

Upon either Party's written demand and/or upon termination of a business transaction between the Parties, Recipient shall destroy Disclosing Party's Confidential Information (including the removal of any copies of the Confidential Information in any form whatsoever on Recipient's computer and information storage systems). Recipient shall also provide to Disclosing Party a written certification of destruction signed by an officer of Recipient duly authorized to legally bind Recipient which certifies that no copies of the Confidential Information have been retained.

Disclosing Party shall not, except in a way consistent with the Proprietary Rights provisions of this Contract, indicate that any portion of a Deliverable is its own Confidential Information.

32. SENSITIVE INFORMATION

- A. The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors, any information or data obtained hereunder from or about private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.

- B. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities.
- C. The Contractor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Contract including by:
 - i. Maintaining valid and up to date registrations and certifications; and
 - ii. Complying with all data protection legislation applicable to cross border data flows of personal data and required security and privacy measures for personal data.

33. PROPRIETARY RIGHTS

- A. **Retained Rights.** Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest, that it owned prior to this Contract, or that it created or acquired independently of its obligations pursuant to this Contract, and in respect of any modifications or enhancements made thereto (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.
- B. **Work Products and Deliverables.** Subject to the terms of this Contract, and upon any work products' or Deliverables' full or partial creation, the work products and Deliverables are and shall be considered "works made for hire" under the Copyright Act of 1976, as amended, 17 United States Code. If and to the extent that work products and Deliverables may not fit the definition of "works made for hire," Contractor hereby assigns and transfers to PLCB the full spectrum of intellectual property rights in work products and Deliverables (except any Retained Rights or Contractor Materials as defined herein) fully or partially created pursuant to this Contract. Contractor further agrees that its subcontractors assign, and upon their authorship or creation, expressly and automatically assign and transfer all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the work products and Developed Works to the PLCB.

Assignment of the full spectrum of intellectual property rights means that PLCB gains ownership, including all rights afforded an owner of a trade secret, patent, or copyright under the United States intellectual property laws. As to copyright, this includes but is not limited to the exclusive right to reproduce the work products and Deliverables in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the work products and Deliverables and the right to display the work products and Deliverables.

- C. Contractor Materials.** To the extent material that is used in, enhanced, or developed in the course of providing work products and Deliverables or Services hereunder and such material is not identified as a work product or Deliverable, is of a general abstract character, or may be generically re-used, Contractor owns (or will own) such material, including without limitation: methodologies; delivery procedures; manuals; generic software tools, routines, frameworks, and components; generic content, research and background materials; templates; analytical models; project tools; and development tools, in addition to all materials in which it owns the Retained Rights in accordance with **Section 33(A)** above (collectively, “Contractor Materials”).

To the extent any Contractor Materials are necessarily required for the proper functioning of the work products or Deliverables (such that the work products or Deliverables will not function, or will not properly function, without the Contractor Materials) or are embedded into the work products or Deliverables, Contractor grants to PLCB a perpetual, non-exclusive, non-transferable, royalty free, license to use such Contractor Materials solely in conjunction with its anticipated use of such work products or Deliverables.

PLCB acknowledges that the Contractor Materials are Confidential Information of Contractor, regardless of whether so designated. PLCB grants Contractor the right to deploy such Contractor Material in the portion of PLCB’s IT environment to which Contractor has been given access, and only with PLCB’s written pre-approval and in accordance with PLCB’s policies and procedures. Notwithstanding the foregoing, and for purposes of clarity, in no case shall the Contractor deploy Contractor Material, or use any Contractor Material in the development of work products or Deliverables, in the operation of work products or Deliverables, or in the provision of Services, without PLCB’s written pre-approval of such use, which may include any analysis or vetting of the Contractor Material deemed necessary by PLCB.

To the extent that any Contractor Materials are necessarily required for the proper functioning of the work products or Deliverables (such that the work products or Deliverables will not function, or will not properly function, without the Contractor Materials) or are embedded into the work products or Deliverables, and PLCB has not pre-approved a subsequent fee-based licensing arrangement, the necessary rights shall be and hereby are granted by the Contractor without an additional fee.

- D.** If and to the extent that Contractor is requested to provide any materials (including but not limited to software) to PLCB in respect of which the relevant intellectual property rights are owned by a third party, Contractor will notify PLCB of any license restrictions pertaining to such third-party materials (which shall then apply to all usage made of such third-party materials) in advance of the provision of the third-party materials and in advance of any use of the third-party materials in a work product or Deliverable.
- E.** Where PLCB provides to Contractor any third-party materials (including but not limited to software), to use for creation of work products or Deliverables or include as part of or an adjunct to work products or Deliverables, PLCB represents that it has all rights to permit the Contractor’s use of, sublicense, or transfer the third-party materials for its intended purpose. All PLCB materials or third-party materials provided to the Contractor pursuant

to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered Confidential Information under **Section 31, Confidentiality and Breach**.

During the term of this Contract, Contractor may use Commonwealth and third-party materials provided hereunder for the limited purpose of providing the Services covered under this Contract. Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the third-party or Commonwealth materials, and must use the material in accordance with the material documentation and license limitations, including confidentiality restrictions.

- F. Residual Knowledge.** Other than Confidential Information, Contractor may use for any purpose any other information which may be retained in the unaided memories of personnel performing the Services such as ideas, concepts, know-how, experience and techniques. An employee's memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it.
- G.** The Contractor agrees that it will include terms sufficient to ensure compliance with this Section by Contractor and subcontractor in any subcontractor or other agreement with third parties who in any way participate in the creation or development of work products or Developed Works.

34. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- A.** The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- B.** The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- C.** In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

- D. The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- E. The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- F. The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- G. The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

35. BACKGROUND CHECKS

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to PLCB's IT facilities, including on-site, physical, and electronic access, and including but not limited to production and non-production systems. Background checks are to be conducted in accordance with PLCB's existing policies. Before PLCB will permit access to the PLCB's facilities by any Contractor, or its employee, subcontractor or agent, the Contractor must provide written confirmation to the office designated by PLCB that the background check has been conducted.

If, at any time, it is discovered that any Contractor, or its employee, subcontractor or agent has a criminal record that includes a felony or misdemeanor conviction involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any PLCB facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to PLCB facilities or systems, unless PLCB consents, in writing, prior to the access being provided. PLCB may withhold its consent at its sole discretion. Failure of the Contractor to comply with the terms of this Sub-Section may result in the default of the Contractor under its Contract with PLCB. PLCB specifically reserves the right to conduct background checks over and above that described herein.

If at any time during the term of this Contract, any of the representations contained in this Section are no longer true, Contractor will immediately notify PLCB Project Manager, and PLCB shall have the immediate right to terminate this Contract, without further obligation.

36. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION

- A. The Contractor shall, at its expense, defend, indemnify and hold PLCB harmless from any suit or proceeding which may be brought by a third party against PLCB, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Contract (“Claim”), including all intellectual property provided by the Contractor. For the purposes of this Contract, “indemnify and hold harmless” shall mean the Contractor’s specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse PLCB for its reasonable administrative costs or expenses, including without limitation reasonable attorneys’ fees, it necessarily incurs in handling the Claim.

PLCB agrees to give the Contractor prompt notice of any such claim of which it learns. Pursuant to the [*Commonwealth Attorneys Act*](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ [732-101—732-506](#), the Office of Attorney General (“OAG”) has the sole authority to represent PLCB in actions brought against PLCB. The OAG, however, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Contractor, PLCB will cooperate with all reasonable requests of Contractor made in the defense of and/or settlement of a Claim. The Contractor shall not, without OAG and PLCB’s consent, enter into any settlement contract which (a) states or implies that PLCB has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires PLCB to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires PLCB to make a payment which the Contractor is not obligated by this Contract to pay on behalf of PLCB.

In all events, PLCB shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that PLCB provide support to the Contractor in defending any such Claim, the Contractor shall reimburse PLCB for all necessary expenses (including attorneys’ fees, if such are made necessary by the Contractor’s request) incurred by PLCB for such support. If the OAG does not delegate to the Contractor the authority to control the defense and settlement of a Claim, the Contractor’s obligation under this Section ceases. The Contractor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- B. The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all intellectual property provided under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties.

- C. If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Contractor, the Contractor shall pay all damages and costs finally awarded therein against PLCB or agreed to by the Contractor in any settlement. If information and assistance are furnished by PLCB at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- D. If, in the Contractor's opinion, any intellectual property furnished hereunder is likely to or does become subject to a claim of infringement of a United States patent, copyright, trade dress or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:
- i. substitute functional equivalents for the alleged infringing intellectual property, or
 - ii. obtain the rights for PLCB to continue the use of such intellectual property.
- E. If any of the intellectual property provided by the Contractor is in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Contractor shall, at its own expense and at its option, either:
- i. procure the right to continue use of such infringing intellectual property;
 - ii. replace the intellectual property with non-infringing items; or
 - iii. modify the intellectual property so that it is no longer infringing.
- F. If the use of any intellectual property is enjoined and the Contractor is unable to do any of the preceding set forth in **Subsection 36(E)** above, the Contractor, upon return of the intellectual property, agrees to refund to PLCB:
- i. the license fee paid for the infringing intellectual property, less the amount for the period of usage of the intellectual property; and
 - ii. the pro-rated portion of any maintenance or Service fees representing the time remaining in any period of services for which payment was made.
- G. The obligations of the Contractor under this Section survive the termination of this Contract.
- H. Notwithstanding the above, the Contractor shall have no obligation under this Section for:
- i. modification of any intellectual property provided by PLCB or a third party acting under the direction of PLCB;
 - ii. any material provided by PLCB to the Contractor and incorporated into, or used to prepare any intellectual property;
 - iii. use of any intellectual property after Contractor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under **Subsection 36(E)** or **Subsection 36(F)** above;
 - iv. use of any intellectual property in other than the specified operating environment;

- v. the combination, operation, or use of the intellectual property with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the intellectual property, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
- vi. PLCB's use of any intellectual property beyond the scope contemplated by the Contract; or
- vii. PLCB's failure to use corrections or enhancements made available to PLCB by the Contractor at no charge.

- I. The obligation to indemnify PLCB, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

37. SOVEREIGN IMMUNITY

No provision of this Contract may be construed to waive or limit the sovereign immunity of the PLCB or the Commonwealth of Pennsylvania or its governmental sub-units.

38. NOTICE

Notice and filing in tribunals are governed by the rules of the tribunal. Outside of the context of notice and filing in a tribunal of competent jurisdiction, 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: the Contractor's address as recorded in the PLCB's Supplier Registration system.
- B. If to the PLCB:
 PLCB Executive Director
 512 Northwest Office Building
 Harrisburg, Pennsylvania 17124

With a copy to:

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

39. RIGHT TO KNOW LAW

- A. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

B. Contractor Assistance. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:

- i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

C. Trade Secret or Confidential Proprietary Information. If the Contractor considers the Requested Information to include 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 shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

D. Reimbursement.

- i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of 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.

E. Challenges of Commonwealth Release. 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 reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.

F. Waiver. As between the parties, the Contractor waives 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.

G. Survival. The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

40. 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).

41. INSURANCE REQUIREMENTS

A. General. The Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate and at a minimum, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:

- i. Workers' Compensation Insurance for all of the Contractor's employees engaged in performing Services in accordance with the [*Worker's Compensation Act*](#), Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 1—2708.
- ii. Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or Supplies provided to the Commonwealth.

The minimum types and amounts of insurance required are not to be construed as limitations on liability.

B. Certificate of Insurance. Prior to commencing Services under the Contract, and continuing thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this Section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Section until at least 15 days' prior written notice has been given to the Commonwealth. Such cancellation or change shall not relieve the Contractor of its continuing obligation to maintain insurance

coverage in accordance with this Section.

- C. Insurance coverage length.** The Contractor agrees to maintain such insurance for the life of the Contract, and to provide substantiation of such coverage by providing PLCB with each current certificate of insurance.

42. 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. Signatures may be offered in, and shall be effective as, counterparts.

43. PUBLICITY/ADVERTISEMENT

The Contractor must obtain written PLCB approval prior to mentioning the PLCB or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark, trade or brand name, or logo.

44. SURVIVAL

The termination or expiration of this Contract will not affect any provisions of this Contract which by their nature survive termination or expiration, including but not limited to the provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

45. WAIVER

Failure to enforce any provision will not constitute a waiver.

46. SEVERABILITY

If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

47. NONEXCLUSIVE REMEDY

Except as expressly set forth in this Contract, the exercise by either party of any of its remedies under this Contract will be without prejudice to its other remedies under this Contract or otherwise.

48. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall

promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of any deadline or due date or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with **Section 30, Change Orders and Amendments**.

49. CONDUCT OF SERVICES

Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of **Section 19, Contract Controversies**.

50. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA

- A.** All Data must be stored within the United States;
- B.** The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor's or its subcontractors' possession;
- C.** All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;
- D.** Any Data shall be destroyed by the Contractor at the Commonwealth's request;
- E.** Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy and accessibility requirements of this Contract.

51. ENHANCED MINIMUM WAGE

- A. Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time

performing ancillary services in a given work week.

B. Adjustment. Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

C. Exceptions. These Enhanced Minimum Wage Provisions do not apply to employees

- i. Exempt from minimum wage under the Minimum Wage Act of 1968;
- ii. covered by a collective bargaining agreement;
- iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- iv. required to be paid a higher wage under any state or local policy or ordinance.

D. Notice. The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

E. Records. Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

F. Sanctions. Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.

G. Subcontractors. The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contract or lease to ensure that these provisions are binding on its subcontractors.

52. WORKER PROTECTION AND INVESTMENT

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- A. Construction Workplace Misclassification Act;
- B. Employment of Minors Child Labor Act;
- C. Minimum Wage Act;
- D. Prevailing Wage Act;
- E. Equal Pay Law;

- F. Employer to Pay Employment Medical Examination Fee Act;
- G. Seasonal Farm Labor Act;
- H. Wage Payment and Collection Law;
- I. Industrial Homework Law;
- J. Construction Industry Employee Verification Act;
- K. Act 102: Prohibition on Excessive Overtime in Healthcare;
- L. Apprenticeship and Training Act; and
- M. Inspection of Employment Records Law.

53. EMPLOYEE PERFORMANCE EXPECTATIONS/RIGHT OF REMOVAL

The PLCB, in its sole discretion, will notify the Contractor to remove and prohibit further use of any its employees, including subcontracted employees, who do not meet the PLCB's standards of performance.

Grounds for removal include, but are not limited to, habitual tardiness; use of electronic devices (e.g., cell phones and tablets) for personal purposes; rude, bullying, or offensive behaviors; harassing or discriminating behavior towards PLCB employees, customers, or guests that otherwise violates federal, state, or local laws or PLCB policies; 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 performing contractual duties; excessively fraternizing with PLCB staff, customers, and guests; and any other behavior that may distract the contractor's employees from the performance of their contractual duties or which creates a threat to the health, safety, or welfare of PLCB employees, customers, or guests.

**APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
LIQUOR CONTROL BOARD RFP #20250808**

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 Tax ID Number	

Submittals Attached:	
Δ	Technical Submittal
Δ	Cost Submittal

Signature(s)		
Signature of official(s) authorized to bind the Offeror to the provisions contained in the Offeror's Proposal		
Printed Name		
Title		

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

APPENDIX B

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

PLCB RFP # 20250808

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 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 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 D



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

APPENDIX E
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ **[title]** of _____ **[name of Contractor]** a
_____ **[place of incorporation]** corporation or other legal entity, ("Contractor") located at
_____ **[address]** do hereby certify and represent to
the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

☐ ☐ All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

☐ ☐ _____ **percent (____%) [Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX F
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 G

**TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE**

PLCB RFP # 20250808

Trade Secret/Confidential Proprietary Information Notice

Instructions:

Trade Secrets and Confidential/Proprietary Information (the “Materials”) cannot be identified by the PLCB, and you will not receive notice of a request for the Materials, 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 PLCB 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 PLCB (e.g.: *Response to RFP #12345678. for XYZ being offered by XXXXXXXX. Documents required to be submitted under law ABC*)

Please provide a list detailing which portions of the submission 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 provide a redacted version of your submission, ensuring the Materials are fully and irreversibly removed / obscured. (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 identified and redacted the Materials being submitted in accordance with the instructions above. The undersigned party acknowledges that the PLCB is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly identified 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 PLCB, its agents and employees, from any judgments awarded against the PLCB in favor of the party requesting the Materials, and any and all costs connected with that defense. This indemnification survives so long as the PLCB has possession of the submitted Materials, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the PLCB stating that it no longer wishes to exempt the submitted Materials from public disclosure.

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

The undersigned acknowledges that the PLCB reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the PLCB 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 submission is found to constitute a trade secret or is confidential, the remainder of the submission 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

FINE WINE & GOOD SPIRITS

RFP ASSIGNMENT

As an opportunity to demonstrate the capabilities of your agency, build a sample 360-degree marketing and media plan addressing the consumer demand for wine and spirits assortment and value during the November and December holidays that will drive foot traffic to Fine Wine & Good Spirits (FW&GS) stores. Strategy and approach may be inclusive of, but not limited to, TV, digital/social media, radio, public relations, regional marketing, in-store tactics, influencer engagement and store associate engagement.

Proposals should show breadth of strategy and a cohesive campaign approach. Specifically, proposals should demonstrate:

- Ability to build a strategic, differentiating breakthrough 360-degree marketing and media plan;
- Planning and process leveraging consumer insights, brand strategy, creative development, channel planning and budget management;
- Creative concepting and execution that breaks through advertising clutter and remains true to the FW&GS brand; and
- Effective and informative goals and measurement.

Background

While FW&GS remains the primary retailer of wine and spirits in Pennsylvania, there are now thousands of other retailers – including grocery stores, convenience stores and beer distributors – where customers can buy wine and canned, spirits-based cocktails, along with beer. Pennsylvania is also home to hundreds of manufacturers of wine, spirits and malt and brewed beverages that can sell directly to consumers.

The evolving marketplace for beverage alcohol is resulting in decreased foot traffic, transactions and sales for FW&GS, but the holiday season provides unique opportunities related to social gatherings, gift-giving, and celebratory occasions. Customers are looking for inspiration, assortment and value to ensure they have exactly what they need for these special occasions.

Business Objective: Drive foot traffic, resulting in increased sales and larger baskets (units and/or dollars).

Budget

Present campaign concepts and execution based on the following budgets (inclusive of agency and media spends), additionally providing your own recommendation for an appropriate total budget, inclusive of agency and media spends, if different from below.

- \$500,000
- \$1 million

- \$1.5 million

Important Information

Points of Differentiation

- Convenience – Customers can get wine, spirits, canned cocktails, gift sets and accessories all in one place.
- Assortment – FW&GS offers a wide variety of items from every-day favorites to rare and premium items, including new, seasonal and unique products at a range of price points.
- Customer Service – We have in-store experts who know the products and provide education and information customers seek.
- Sales & Discounts – thousands of items are on sale during the holiday months, offering considerable consumer savings on top of unmatched selection.
- Chairman's Selection – high-quality wines that over-deliver on value, with competitive pricing exclusive to Pennsylvania

Our Brand

FW&GS is adventurous, celebratory, and human:

- Adventurous: Encouraging exploration and discovery, leading to the creation of new stories and experiences. Customers should feel surprised and inspired.
- Celebratory: Bringing people together to celebrate the moments that matter, made better with the people who matter
- Human: It's all about connections and sharing experiences with each other. At FW&GS, every customer is a friend in the making — and a part of our family.

APPENDIX I

‘PLCB BRAND IDENTITY GUIDELINES’

PLCB RFP # 20250808



Brand Identity Guidelines

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A photograph of four champagne flutes filled with sparkling wine and topped with fresh raspberries. The glasses are arranged on a white tablecloth, and the background is softly blurred, showing a plate of food and a glass of water. The entire image is overlaid with a dark, semi-transparent filter.

Introduction

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Introduction

The FW&GS brand identity system has been created to infuse all our communications and customer touchpoints, from print to online to environments, with a distinctive and highly memorable look and feel. When implemented consistently, our graphic style is warm, modern and engaging, both distinguishing our offering in the marketplace and building equity for the FW&GS brand.

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

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



About the FW&GS Brand Identity

FW&GS is the retail arm of the PLCB. The brand identity system governs all expressions of the FW&GS retail brand, including in-store materials and advertising, and our online store **FWGS.com**. Additionally, the identity system has inspired the design elements for our new and rebranded stores.



A man and a woman are seated at a table, smiling and holding wine glasses. The man is on the left, wearing a grey sweater, and the woman is on the right, wearing a red patterned dress. They are both looking at each other and smiling. The background is slightly blurred, showing a modern interior with a painting on the wall.

Brand Voice

Brand Voice
Voice Attributes

7
8

Brand Voice

Today, customers are bombarded with an overwhelming number of choices and promises of quality and convenience. It's become difficult, yet crucial, for brands to establish their place in the market, highlight what makes them different among others and build meaningful relationships with their customers.

That's why it's more important than ever to connect with customers, strive to understand them and empower them with our knowledge and inspiration. For our brand, this is essential. Our entire identity revolves around bringing people together and celebrating everyday human moments. We're here to encourage discovery through knowledge and inspiration in a way that customers can relate. To be true to our brand promise, our messaging must reinforce this at every level of the brand experience.

We've developed the following guidelines for our communications, inspired by our core attributes. Using our consistent style of being adventurous, celebratory and human engages our audience more effectively, strengthens our brand and helps us build better relationships with our customers.

The brand identity guidelines aren't meant to determine actual content, or to restrict its expression, but to infuse FW&GS' unique personality into everything we create.

Voice Attributes

Adventurous

The FW&GS brand encourages exploration and discovery, leading to the creation of new stories and experiences. Customers should feel surprised and inspired.

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

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

Be unexpected. Capture interest with personal phrasing or context. Play with analogies and metaphors. Borrow from other industries or current trends to add a bit of flair.

Inviting. We strive to be warm and welcoming, creating a space where customers can peruse in peace, with knowledgeable, friendly staff who make customers feel right at home.

Call to Action (CTA). What you want the customer to do is up to you. Invite them to learn more information, outline next steps, play up a promotion or highlight the benefits of purchase.

Celebratory

Our goal revolves around bringing people together to celebrate the moments that matter, made better with the people who matter.

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

Suggest diversity. Draw inspiration from a wide range of interests and occasions.

Keep it light. Create a festive tone with informal, energetic vocabulary, avoid stiffness or jargon (but also avoid gratuitous slang and extraneous punctuation — keep it genuine).

Human

It’s all about connections. The ability to share our experiences with each other is one of the things that makes us human. At FW&GS, every customer is a friend in the making — and a part of our family.

Be conversational. Write more like you speak; use contractions; avoid clichés.

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

Stay balanced. Express professional confidence, but with a bit of humility; serving the customer isn’t an obligation, but a privilege — and a chance to shine.

Be inclusive. Use pronouns like “we,” “us” and “our” (not just “you”) to better connect with customers.

Draw in customers. Engage readers with vibrant headlines, strong captions and short paragraphs.

Keep it responsible. Always encourage customers to celebrate and enjoy responsibly.



Design Elements

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Premium Collection Logo	13-14	Color Palette	23-24
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Logo Overview

The FW&GS logo is a unique piece of artwork created specifically for our brand. It's intended for use in all our branded materials. Don't alter, add to or re-create the logo in any way. Only use the approved digital files when applying the logo.

Primary

The primary logo is the preferred variant of the logo. It should be used on all applications, unless other criteria is met.

Primary Logo



Premium Collection Variant



Limited-Use

The limited-use logo is intended only for layouts with limited horizontal space that can't accommodate the primary logo.

Limited-Use Logo



Limited-Use Premium Collection Variant



Small-Use

The small-use logo features straight edges, which allow the artwork to maintain its definition at smaller sizes. The small-use logos are only used when the primary or limited-use logo appears below its minimum size.

Small-Use Logos



Small-Use Premium Collection Variants



Note
See the following pages for more detailed information.

Primary Logo

The FW&GS primary logo is a unique piece of artwork created specifically for our brand. It's intended for use in all our branded materials.

The logo artwork consists of the FW&GS wordmark contained in a shape that has been specially drawn to resemble a stamp. This one-of-a-kind design must be protected through consistent and conscientious use in every application.

Preferred placement for the logo is flush with the left or right edge of a layout, or centered. However, it may be positioned elsewhere depending upon the needs of the application.

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

Note that the primary logo isn't intended for exterior signage.

Containing Shape



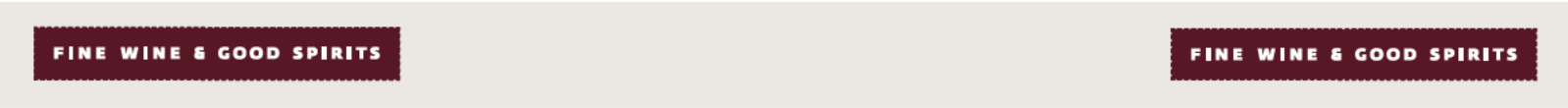
Wordmark

Preferred Logo Placements



Flush left, logo edge bleeds off canvas. Centered. Flush right, logo edge bleeds off canvas.

Alternate Logo Placements



Flush left, with appropriate clear space around logo. Flush right, with appropriate clear space around logo.

Primary Logo: Clear Space & Minimum Size

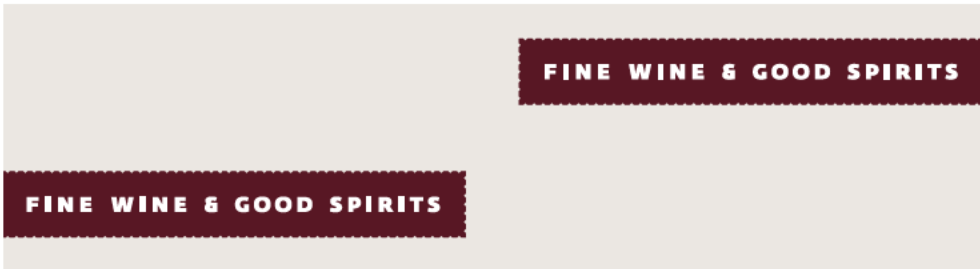
The logo must be surrounded by a field of clear space in every application. This helps ensure its visibility by protecting the artwork from competing visuals, such as text or graphics. In some cases, the logo may overlay certain graphics or images so long as the legibility of the logo isn't compromised.

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

At smaller sizes, the logo risks losing its legibility and definition. As shown below, the minimum size for the primary logo is equal to .25 inches in height. See page 16 for instructions on small-use logos.

Clear Space

Leave one letter height around all sides. When used flush left or flush right, ignore the corresponding clear space on one side.



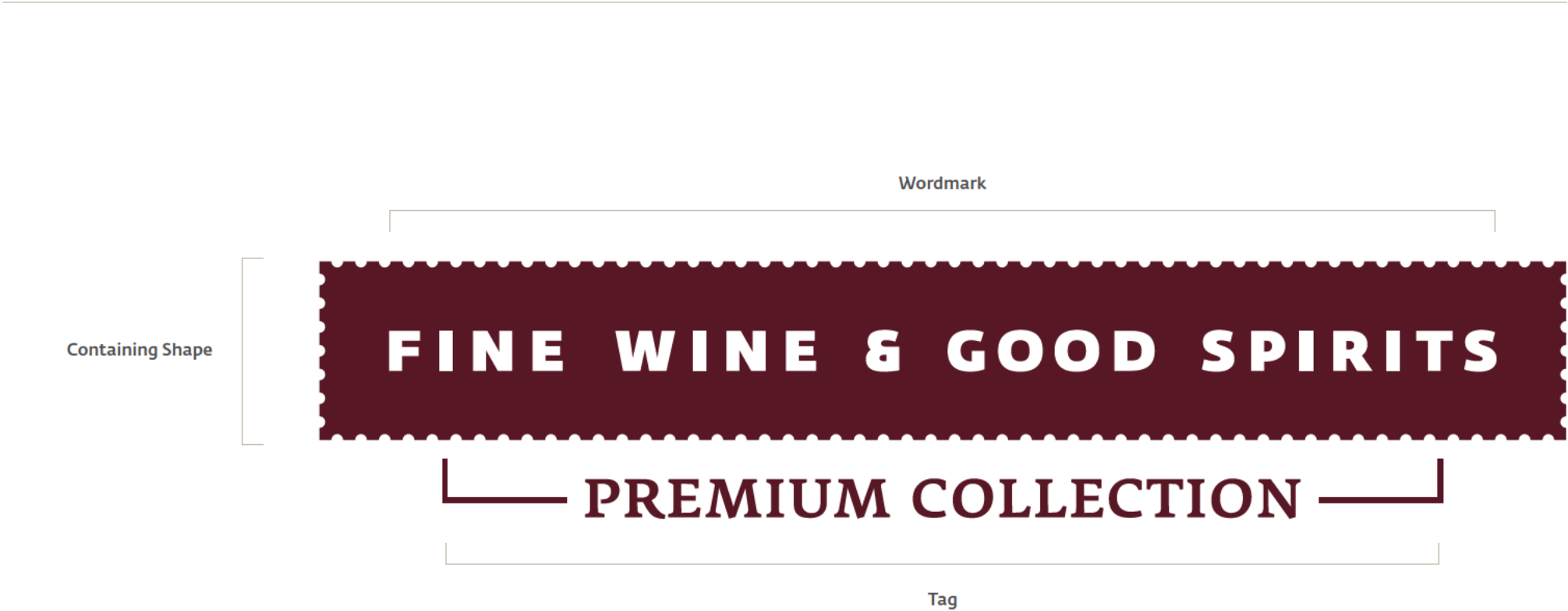
Minimum Size

Don't use the primary logo at a size smaller than .25 inches. For smaller applications, use one of the small-use logos. See page 16 for instructions on small-use logos.



Premium Collection Logo

The Premium Collection logo should only be used on materials specifically advertising Premium Collection stores.



Note
Follow all guidelines for the primary logo on pages 11-12.

Premium Collection Logo: Clear Space & Minimum Size

The Premium Collection logo should follow the clear space and minimum size guidelines for the primary logo, but when applying to an application, it should always be center aligned.

Clear Space

Leave one letter height around all sides.



Minimum Size

Don't use the Premium Collection logo at a size smaller than .25 inches. For smaller applications, use one of the small-use logos. See page 16 for instructions on small-use logos.



Note
Follow all guidelines for the primary logo on pages 11-12. See page 16 for instructions on small-use logos.

Limited-Use Logos

The primary logo is always the preferred variation to use. The limited-use logo is only to be applied when absolutely necessary, such as on digital banners and mobile units.

The limited-use logo places the FW&GS wordmark in a stacked arrangement. It's intended only for layouts with limited horizontal space that can't accommodate the primary logo. As with the primary logo, the minimum allowable clear space for this variation is equal to the cap height of the wordmark.

As demonstrated, the minimum allowable size is equal to .45 inches in height. Remember that the limited-use logo is only to be applied in specialized circumstances, such as when the dimensions of a layout compromise the visibility of the primary logo. It's not to be used interchangeably with the primary logo.

Obtain permission from the creative or brand manager before using the limited-use logo.

Limited-Use Logo

Follow the same clear space rules as the primary logo on page 12.



Premium Collection Variant



Minimum Size

Don't use the limited-use logo at a size smaller than .45 inches. See page 16 for instructions on small-use logos.



Premium Collection Variant Minimum Size



Small-Use Logos

The small-use logos feature straight edges, which allow the artwork to maintain its definition at smaller sizes. These variations are only to be used when an application requires the primary or limited-use logo to appear below its minimum size. As with the primary logo, the minimum allowable clear space is equal to the cap height of the wordmark.

The minimum allowable size for the small-use variant of the limited-use logo is equal to .175 inches in height.

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

Primary Logo

Recommended size is no less than .25 inches.



Primary Logo Minimum Size

Don't use the logo smaller than .175 inches.



Limited-Use Logo

For use only when smaller than .25 inches.



Limited-Use Minimum Size

Don't use the logo smaller than .175 inches.



Premium Collection Primary Logo

Recommended size is no less than .25 inches.



Premium Collection Primary Logo Minimum Size

Don't use the logo smaller than .175 inches.



Premium Collection Limited-Use Logo

For use only when smaller than .25 inches.



Premium Collection Limited-Use Logo Minimum Size

Don't use the logo smaller than .175 inches.



Logo Color Variations

FW&GS brown, PMS 1817, is always the preferred logo color. Whenever reproduction methods allow, this is the color variation to use. The limited-use and small-use logos are also available in these color options.

The opacity of the logo should always be set at 100%.

Preferred Full-Color

Use PMS 1817 or its appropriate color build. See page 23 for the color palette.



FINE WINE & GOOD SPIRITS

One-Color Black

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



FINE WINE & GOOD SPIRITS

Gray

For use on grayscale applications or as a watermark. Use PMS 7531 or 85% black.



FINE WINE & GOOD SPIRITS

White Knockout

For use on busy backgrounds or in high-contrast situations.



FINE WINE & GOOD SPIRITS

Logo Color Variations: Premium Collection

FW&GS brown, PMS 1817, is always the preferred logo color. Whenever reproduction methods allow, this is the color variation to use. The limited-use and small-use logos are also available in these color options.

The opacity of the logo should always be set at 100%.

Preferred Full-Color

Use PMS 1817 or its appropriate color build. See page 23 for the color palette.



One-Color Black

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



Gray

For use on grayscale applications or as a watermark. Use PMS 7531 or 85% black.



White Knockout

For use on busy backgrounds or in high-contrast situations.

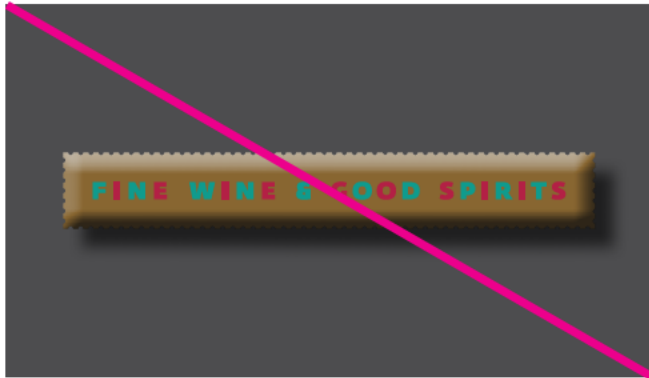


Logo Misuse

The exhibits shown below demonstrate a few of the many ways the logo artwork must never be reproduced or applied. Don't alter the wordmark in any way. Under no circumstances is the logo to be altered, added to or re-created. This includes use of the containing shape as an independent design element. Don't use the wordmark letters without the containing shape.

Don't

Change the logo colors, reduce the transparency or add gradients or effects.



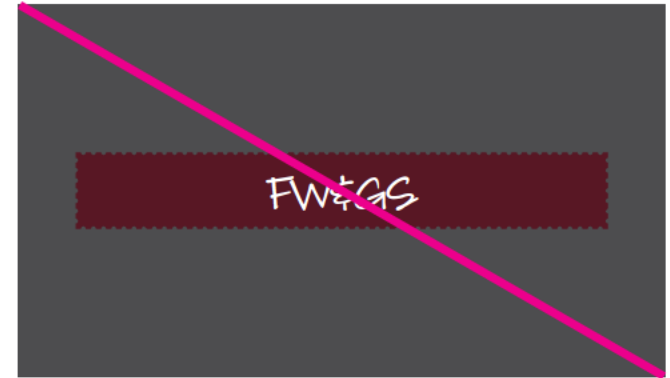
Don't

Distort the proportions of the containing shape.



Don't

Change the typeface of the wordmark.



Don't

Change the alignment or elements of the wordmark or introduce new elements.



Don't

Add messaging to the containing shape or in direct relationship to the logo.



Don't

Abbreviate the logo.



Logo Misuse: Premium Collection

The exhibits shown below demonstrate a few of the many ways the Premium Collection logo artwork must never be reproduced or applied. Don't alter the wordmark in any way. Under no circumstances is the logo to be altered, added to or re-created. This includes use of the containing shape as an independent design element. Don't use the wordmark letters without the containing shape.

Don't

Change the logo colors, reduce the transparency or add gradients or effects.



Don't

Distort the proportions of the containing shape or extend the Premium Collection connector lines.



Don't

Change the typeface of the wordmark or the Premium Collection tag.



Don't

Change the alignment or elements of the wordmark or introduce new elements.



Don't

Add messaging to the containing shape or in direct relationship to the logo.



Don't

Abbreviate the logo.



PER Statement & Social Media Lockups

The FW&GS logo is typically paired with the statement "Please enjoy responsibly." and a series of social media icons indicating the channels on which FW&GS is active. The PER statement needs to be included any time a bottle or alcoholic beverage is shown or implied.

The exception to the above rule is when the PER statement would be illegible on small digital ads that only have space for copy and a CTA and social media posts. The PER should be omitted in these instances.

Social icons should remain one letter height away proportionally from the logo. The minimum size of the social icons should match the point size of the PER statement.

No additional copy may be added to the PER statement in the lockup.

Use the below PER statement proportions as a guide to scale the lockup appropriately for all media.

PER Statement Only

All content is at least one letter height away from logo at all times.

Fedra Sans A Book
0 tracking
center aligned | PMS 1817

Minimum PER size is 5 points.



Note
Vendors aren't required to use the PER statement when using our logo because it's not legally mandated. While considered a best practice to include a responsibility statement in their advertising, they don't have to use ours, or any such statement.

PER & Social Icons

All content is at least one letter height away from logo at all times.

Social icons are full color and are one letter height.



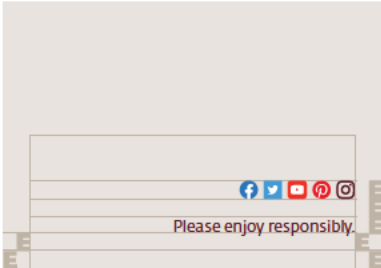
PER & Social Icons at Bottom Corners

PER statement is always justified right, and social icons are always justified left. All content is a minimum of two letter heights from the edge of the layout.

Logo and PER/icons are all aligned at least two letter heights from the bottom of the layout.



PER & Social Icons Only



Color Palette: Coated

Our color palette is led by our logo color, FW&GS brown, PMS 1817. In addition to our logo, it's featured throughout our design system in backgrounds, text and containing shapes. Warm, fun and modern, our secondary colors provide a wide range of options for use throughout our materials. They're especially useful for color-coding information in print collateral and signage programs.

The colors seen on this page are for printing on coated stock, which is always preferred for FW&GS branded materials.

Chairman's purple may only be used on Chairman's Selection®, Advantage® and Spirits® program materials. Premium green may be used in reference to Premium Collection® materials.

Primary

FW&GS Brown C

PMS 1817

CMYK 23/84/54/68

RGB 95/48/50

HEX 5F3032

Secondary

Dark Green C

PMS 5753

CMYK 40/19/66/58

RGB 91/99/53

HEX 5B6335

Dark Red C

PMS 202

CMYK 10/97/61/48

RGB 135/36/52

HEX 872434

Dark Beige C

PMS 7511

CMYK 5/48/93/23

RGB 180/112/21

HEX B47015

Dark Orange C

PMS 173

CMYK 0/80/94/1

RGB 214/73/42

HEX D6492A

Dark Blue C

PMS 3015

CMYK 100/31/5/20

RGB 0/101/162

HEX 0065A2

Dark Turquoise C

PMS 569

CMYK 86/6/45/20

RGB 0/132/120

HEX 008478

Dark Red C 80% Tint

PMS 202

CMYK 10/97/61/48

RGB 135/36/52

HEX 872434

Medium Green C

PMS 392

CMYK 20/12/100/48

RGB 126/122/0

HEX 7E7A00

Medium Red C

PMS 200

CMYK 3/100/66/12

RGB 190/15/52

HEX BE0F34

Medium Beige C

PMS 7510

CMYK 4/35/65/10

RGB 203/143/66

HEX CB8F42

Medium Orange C

PMS 158

CMYK 0/64/95/0

RGB 234/113/37

HEX EA7125

Medium Blue C

PMS 2925

CMYK 84/21/0/0

RGB 0/150/219

HEX 0096DB

Medium Turquoise C

PMS 3268

CMYK 89/0/50/0

RGB 0/173/147

HEX 00AD93

Specialty

Premium Green C

PMS 7745

CMYK 38/22/100/1

RGB 170/172/36

HEX AAC24

Light Green C

PMS 4515

CMYK 5/14/50/24

RGB 183/166/109

HEX B7A66D

Light Red C

PMS 494

CMYK 0/43/10/0

RGB 230/161/174

HEX E6A1AE

Light Beige C

PMS 7508

CMYK 0/15/40/4

RGB 228/192/139

HEX E4C08B

Light Orange C

PMS 7514

CMYK 2/33/33/6

RGB 218/169/144

HEX DAA990

Light Blue C

PMS 2905

CMYK 44/1/0/0

RGB 141/201/232

HEX 8DC9E8

Light Turquoise C

PMS 3248

CMYK 47/0/24/0

RGB 124/211/198

HEX 7CD3C6

Chairman's Purple C

PMS 2597

CMYK 80/100/7/2

RGB 92/15/139

HEX 5C0F8B

Chairman's Lt. Purple C

PMS 264

CMYK 23/36/0/0

RGB 194/166/225

HEX C2A6E1

Black C

PMS PROCESS BLACK

CMYK 0/0/0/100

RGB 29/29/29

HEX 1D1D1D

Gray C

PMS 7531

CMYK 16/28/36/49

RGB 133/115/98

HEX 857362

Light Gray C

PMS 7529

CMYK 26/26/33/0

RGB 190/178/166

HEX BEB2A6

Light Yellow C

PMS 7499

CMYK 1/2/20/0

RGB 238/232/197

HEX EEE8C5

White C

CMYK 0/0/0/0

RGB 255/255/255

HEX FFFFFFFF

Note
If coated stock is unavailable or cost prohibitive, see page 24 for color values for printing on uncoated stock.

Color Palette: Uncoated

Our color palette is led by our logo color, FW&GS brown, PMS 1817. In addition to our logo, it's featured throughout our design system in backgrounds, text and containing shapes. Warm, fun and modern, our secondary colors provide a wide range of options for use throughout our materials. They're especially useful for color-coding information in print collateral and signage programs.

The colors seen on this page are for printing on uncoated stock.

Chairman's purple may only be used on Chairman's Selection®, Advantage® and Spirits® program materials. Premium green may be used in reference to Premium Collection® materials.

Primary

FW&GS
Brown U

PMS 1817
CMYK 20/80/65/46
RGB 119/84/84
HEX 775454

Secondary

Dark
Green U

PMS 5747
CMYK 41/20/73/13
RGB 103/107/74
HEX 676B4A

Dark
Red U

PMS 201
CMYK 8/89/59/22
RGB 165/84/98
HEX A55462

Dark
Beige U

PMS 7511
CMYK 9/45/97/25
RGB 161/115/80
HEX A17350

Dark
Orange U

PMS 173
CMYK 0/71/94/4
RGB 208/99/81
HEX D06351

Dark
Blue U

PMS 3015
CMYK 100/15/4/24
RGB 0/103/150
HEX 006796

Dark
Turquoise U

PMS 569
CMYK 87/8/55/6
RGB 54/138/128
HEX 368A80

Dark Red U
80% Tint

PMS 201
CMYK 8/89/59/22
RGB 165/84/98
HEX A55462

Medium
Green U

PMS 398
CMYK 16/5/96/24
RGB 152/149/45
HEX 98952D

Medium
Red U

PMS 200
CMYK 3/88/62/10
RGB 190/78/94
HEX BE4E5E

Medium
Beige U

PMS 131
CMYK 3/39/97/9
RGB 199/135/52
HEX C78734

Medium
Orange U

PMS 158
CMYK 0/51/84/0
RGB 239/126/80
HEX EF7E50

Medium
Blue U

PMS 2995
CMYK 89/0/1/0
RGB 0/155/218
HEX 009BDA

Medium
Turquoise U

PMS 3268
CMYK 66/0/42/0
RGB 0/175/151
HEX 00AF97

Specialty

Premium
Green U

PMS 7745
CMYK 35/20/78/1
RGB 174/177/93
HEX AEB15D

Light
Green U

PMS 4525
CMYK 8/10/44/15
RGB 194/181/140
HEX C2B58C

Light
Red U

PMS 495
CMYK 2/36/11/0
RGB 239/176/187
HEX EFB0BB

Light
Beige U

PMS 7508
CMYK 2/23/52/3
RGB 225/179/134
HEX E1B386

Light
Orange U

PMS 7514
CMYK 11/33/39/0
RGB 218/168/150
HEX DAA896

Light
Blue U

PMS 2905
CMYK 37/1/3/0
RGB 134/199/233
HEX 86C7E9

Light
Turquoise U

PMS 3248
CMYK 49/0/29/0
RGB 113/210/193
HEX 71D2C1

Chairman's
Purple U

PMS 2597
CMYK 56/75/2/0
RGB 131/90/162
HEX 8259A2

Chairman's
Lt. Purple U

PMS 264
CMYK 25/38/0/0
RGB 191/161/226
HEX BFA0E2

Black U

PMS PROCESS BLACK
CMYK 0/0/0/100
RGB 84/82/81
HEX 545251

Gray U

PMS 7531
CMYK 14/23/33/46
RGB 136/125/115
HEX 887D73

Light Gray U

PMS 7529
CMYK 6/12/19/19
RGB 192/180/170
HEX C0B4AA

Light
Yellow U

PMS 7499
CMYK 1/2/20/0
RGB 253/244/210
HEX FDF4D2

White U

CMYK 0/0/0/0
RGB 255/255/255
HEX FFFFFFFF

Note
See page 23 for color values for printing on coated stock.

Color Palette: Combinations

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

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

Core Colors

FW&GS Brown C PMS 1817 CMYK 23/84/54/68 RGB 95/48/50 HEX 5F3032	Light Gray C PMS 7529 CMYK 26/26/33/0 RGB 190/178/166 HEX BEB2A6	Light Gray C 25% Tint PMS 7529 CMYK 26/26/33/0 RGB 190/178/166 HEX BEB2A6	White C CMYK 0/0/0/0 RGB 255/255/255 HEX FFFFFFFF	Black C PMS PROCESS BLACK CMYK 0/0/0/100 RGB 0/0/0 HEX 000000	Black C 85% Tint PMS PROCESS BLACK CMYK 0/0/0/85 RGB 77/77/77 HEX 4D4D4F	Dark Beige C PMS 7511 CMYK 5/48/93/23 RGB 180/112/21 HEX B47015	Medium Beige C PMS 7510 CMYK 4/35/65/10 RGB 203/143/66 HEX CB8F42	Light Beige C PMS 7508 CMYK 0/15/40/4 RGB 228/192/139 HEX E4C08B
--	---	--	---	--	---	--	--	---

Wine (Warm Colors)

Dark Green C PMS 5753 CMYK 40/19/66/58 RGB 91/99/53 HEX 5B6335	Medium Green C PMS 392 CMYK 20/12/100/48 RGB 126/122/0 HEX 7E7A00	Light Green C PMS 4515 CMYK 5/14/50/24 RGB 183/166/109 HEX B7A66D	Dark Red C PMS 202 CMYK 10/97/61/48 RGB 135/36/52 HEX 872434	Medium Red C PMS 200 CMYK 3/100/66/12 RGB 190/15/52 HEX BE0F34	Light Red C PMS 494 CMYK 0/43/10/0 RGB 230/161/174 HEX E6A1AE	Dark Orange C PMS 173 CMYK 0/80/94/1 RGB 214/73/42 HEX D6492A	Medium Orange C PMS 158 CMYK 0/64/95/0 RGB 234/113/37 HEX EA7125	Light Orange C PMS 7514 CMYK 2/33/33/6 RGB 218/169/144 HEX DAA990
---	--	--	---	---	--	--	---	--

Spirits (Cool Colors)

Dark Blue C PMS 3015 CMYK 100/31/5/20 RGB 0/101/162 HEX 0065A2	Medium Blue C PMS 2925 CMYK 84/21/0/0 RGB 0/150/219 HEX 0096DB	Light Blue C PMS 2905 CMYK 44/1/0/0 RGB 141/201/232 HEX 8DC9E8	Dark Turquoise C PMS 569 CMYK 86/6/45/20 RGB 0/132/120 HEX 008478	Medium Turquoise C PMS 3268 CMYK 89/0/50/0 RGB 0/173/147 HEX 00AD93	Light Turquoise C PMS 3248 CMYK 47/0/24/0 RGB 124/211/198 HEX 7CD3C6
---	---	---	--	--	---

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

Typography

Typography is an integral component of the FW&GS house style system that impacts every communication we produce, from printed materials to store signage to digital advertising to our official business communications.

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

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

On the following pages, we outline the various typeface families that have been selected for use in branded print, digital (including banner ads and social media graphics) and business applications.

Typography: Overview

Typography should align to one of the typefaces below. The Fedra family of fonts is versatile and legible, and it should be used on all materials as the primary brand typeface.

Louisiana is to be used in specialty applications. It's not for everyday use.

Fedra Serif and Fedra Sans are for use in customer-facing materials such as print and digital banners but aren't for use in business applications or on **FWGS.com**.

For compatibility across platforms only use OpenType (.OTF) versions of the brand fonts. Don't use TrueType (.TT) fonts.

Fedra Serif Primary Typeface

For use in headlines, subheads, disclaimers and body copy.

Fedra Serif Book
Fedra Serif Demi
Fedra Serif Medium
Fedra Serif Bold

Book Italic
Demi Italic
Medium Italic
Bold Italic

Fedra Sans Primary Typeface

For use in headlines, subheads, disclaimers and body copy.

Fedra Sans Light
Fedra Sans Book
Fedra Sans Demi
Fedra Sans Medium
Fedra Sans Bold

Light Italic
Book Italic
Demi Italic
Medium Italic
Bold Italic

Fedra Sans Display Specialty Typeface

For use in specialty applications. Use sparingly and with restraint.

Fedra Sans Display

Louisiana Specialty Typeface

For use in specialty applications. Use sparingly and with restraint.

Louisiana Regular

Note
See page 30 for business applications and appropriate typefaces to use in these applications.

Typography: Primary

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

Modern, welcoming and friendly, Fedra Serif is intended for headlines, subheads and other display text. Fedra Serif's consistent use adds to the warm and welcoming feel of our branded materials.

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

Fedra Serif and Fedra Sans are for use in customer-facing materials such as print and digital banners but aren't for use in business applications or on **FWGS.com**.

For compatibility across platforms only use OpenType (.OTF) versions of the brand fonts. Don't use TrueType (.TT) fonts.

Fedra Serif
Headers

Fedra Serif

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

0123456789 # \$ % & * @ ! ?

Fedra Sans
Body Copy

Fedra Sans

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

0123456789 # \$ % & * @ ! ?

Typography: Specialty

The friendly, hand-drawn style of Louisiana is the perfect typeface to use for messaging in editorial and lifestyle materials such as retail magazines and posters.

With its fun, personable letterforms, this typeface reaches out to customers and entices them to take a closer look.

Louisiana is for use in customer-facing materials such as print and digital banners but isn't for use in business applications or on **FWGS.com**.

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

Don't use Louisiana in all caps as this compromises the legibility of the text.

For compatibility across platforms only use OpenType (.OTF) versions of the brand fonts. Don't use TrueType (.TT) fonts.

Louisiana
Specialty Typeface

Louisiana

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

0123456789 # \$ % & * @ ! ?

Fedra Sans Display
Specialty Typeface

Fedra Sans Display

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

0123456789 # \$ % & * @ ! ?

Note
Don't use Louisiana or Fedra Sans Display in place of Fedra Serif or Fedra Sans.

Typography: Business Applications

Verdana is the approved typeface for use limited to business applications, including emails and memos.

For compatibility across platforms only use OpenType (.OTF) versions of the brand fonts. Don't use TrueType (.TT) fonts.

Verdana
Primary Typeface

Verdana

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
0123456789 # \$ % & * @ ! ?

Typography: In-Layout

Consistency and clarity in typographic layout allow FW&GS communications to be clear and easily understood by the public. Whenever possible, use the below type hierarchy to create visual interest, organize content and ensure readability and clarity.

The type size proportions below may change based on dimensions of layout, intended use and content needs. Use the sample hierarchy as a reference point for all branded communications.

Sample Hierarchy

Print

Fedra Serif A Bold
32 pt 40 leading -5 tracking

Fedra Serif A Bold
22 pt 24 leading -5 tracking

Fedra Sans A Bold
16 pt 18 leading -5 tracking

Fedra Sans A Bold
12 pt 16 leading 0 tracking

Fedra Sans A Medium / Light
8/6 pt 10/0 leading 0 tracking

Headline Lorem Ipsum et Dolor.

Subhead 1

Subhead 2

Ibusdae. Alignia quam rest que ent ommo offic tet quam faceat qui conseri culpa nonseque int. Sed eos aut atibusa ndandebitate pliqui aritae volessus et quia ne ese qui cum quatist, nis etus ex est, utem lam rerchicabor apis do-lorest acea plaut quam que.

**Pull quote
or nested content.
Lorem Ipsum et dolor
nusquam.**

Footnote

Disclaimer. Ibusdae. Alignia quam rest que ent ommo offic tet quam faceat qui conseri culpa non.

Note

For more examples, see "Applications" section starting on page 52.

Typography: In-Layout (Specialty)

Consistency and clarity in typographic layout allow FW&GS communications to be clear and easily understood by the public. Whenever possible, use the below type hierarchy to create visual interest, organize content and ensure readability and clarity.

The type size proportions below may change based on dimensions of layout, intended use and content needs. Use the sample hierarchy as a reference point for all branded communications.

Sample Hierarchy

Print

Louisiana Regular
50 pt 40 leading 0 tracking

Fedra Serif A Bold
22 pt 24 leading -5 tracking

Fedra Sans A Bold
16 pt 18 leading -5 tracking

Fedra Sans A Bold
12 pt 16 leading 0 tracking

Fedra Sans A Medium / Light
8/6 pt 10/0 leading 0 tracking

Headline Lorem
Ipsum et Dolor.

Subhead 1

Subhead 2

Ibusdae. Alignia quam rest que ent ommo offic tet quam faceat qui conseri culpa nonseque int. Sed eos aut atibusa ndandebitate pliqui aritae volessus et quia ne ese qui cum quatist, nis etus ex est, utem lam rerchicabor apis do-lorest acea plaut quam que.

Pull quote
or nested content.
Lorem Ipsum et dolor
nusquam.

Footnote
Disclaimer. Ibusdae. Alignia quam rest que ent ommo offic tet quam faceat qui conseri culpa non.

Note
For more examples, see "Applications" section starting on page 52.

APPENDIX J

COST SUBMITTAL

PLCB RFP #20250808

General Instructions:

This Cost Submittal has been developed to accommodate a variety of billing options from Offerors, while allowing for fair and equivalent comparison of offers. Offerors may input zero amounts in any field. As such, Offerors may propose commission-only cost submissions (zero entries for all hours), hourly only cost submissions (zero entry for commission) or a combination of commission and hourly cost proposals (entries for both commission and hourly rates with hours, understanding that in this circumstance media buying hours would be expected to be zero entries).

- Submit this spreadsheet as the Offeror's cost submittal, entering the requested data in cells highlighted in yellow.
- With the exception of adding rows as needed to the Rate Card, do not attempt to alter the structure of the spreadsheet.
- Do not create another version of the Cost Submittal.
- Offeror will enter a percentage amount in cell C7 to apply to all media placements. For example, 5% would be reflected as "5"
- Offeror will complete the rate card in the third tab, inputting position titles and hourly rates in columns B and D respectively, then identify anticipated staff hours by position in columns F, I, L, O, R and U. These inputs will automatically calculate and populate grey fields in the rate card and a blended rate and annual usage amount on the Cost Submittal Form.
- Although formulas are embedded, it is the Offeror's responsibility to verify that all amounts are accurate.
- Contact the Issuing Officer with any questions or concerns.

No costs will be accepted or paid with regard to the following items:

- Account management hours related to media buying services, if compensated by commission
- Normal out-of-pocket costs including but not limited to telephone, photocopy, messenger and delivery services.
- Supervision of subcontractors
- Routine legal consultation costs

Travel Costs: Travel costs (transportation, lodging and meals per diem) must be pre-approved by PLCB, itemized and billed separately from any other invoice.

[Travel and subsistence costs must conform with the requirements of Commonwealth Management Directive 230.10.](#)

APPENDIX J - COST SUBMITTAL FORM & INSTRUCTIONS*Review Instructions tab before completing.*

Offeror Name

--

	Type of Input	Offeror Input	Estimated Annual Usage*	Estimated Annual Contract Cost
Media Placement**	Commission %	0%	\$8,000,000	\$0.00
Rate Card Input (auto-calculated)	Hourly Charge	\$ -	\$0	\$0.00

Total Estimated Annual Contract Cost	\$0.00
--------------------------------------	--------

Term of Contract (years)	3
--------------------------	---

Total Estimated Contract Cost (to be used for evaluation purposes)	\$0.00
---	--------

* PLCB estimated dollars are for evaluation purposes only and do not represent guaranteed work for the selected Offeror. As identified in the Instructions tab, Offeror to input estimated annual hours and hourly charges on the next tab, which will automatically populate cells C8 and D8 herein.

** For all advertisement placements, the proposed commission rate will be calculated and paid against **net media cost**, which is the cost of media after any discounts or rebates received by the advertising agency.

Please feel free to add rows as needed and to adjust titles to match your proposal
Complete yellow cells; gray cells will auto-fill

Title (fill in below)	\$/Hour	Account Management		Strategy/Insights		Creative Development (Traditional & Digital)		Execution & Production		Media Buying		Reporting & Analytics		Total Hours	% of Hours	% of \$	Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$				
ACCOUNT MANAGEMENT																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
STRATEGY & INSIGHTS																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
CREATIVE DEVELOPMENT																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
PRODUCTION																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
MEDIA BUYING																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
REPORTING & ANALYTICS																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
OTHER																	
Position 1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 3	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 4	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
Position 5	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0
subtotal	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A	0
		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0			\$0