

**AMENDMENT 1 TO CONTRACT NO. 20210817
BETWEEN THE PENNSYLVANIA LIQUOR CONTROL BOARD
AND ENTERPRISE MOBILITY SOLUTIONS D/B/A PATHWAYS
CONSULTING GROUP**

This AMENDMENT 1 TO CONTRACT NO. 20210817 (this “Amendment 1”) is made and agreed upon this 28 day of November, 2022, by and between the Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board with offices at Capitol and Forster Streets, Harrisburg, Pennsylvania, 17124-0001 (“PLCB”), and Enterprise Mobility Solutions d/b/a Pathways Consulting Group (“Pathways”), acting through its authorized officials. PLCB and Pathways are hereinafter collectively referred to as “the Parties.”

RECITALS

WHEREAS, PLCB awarded Pathways Contract No. 20210817 (the “Contract”) pursuant to an RFP for a Software Implementation Partner for the ServiceNow Customer Service Management Platform (“CSM Implementation Services”) issued on October 7, 2021. The Contract was effective March 28, 2022. A copy of the Contract is attached hereto as Exhibit A;

WHEREAS, the Contract provides that Pathways will provide CSM Implementation Services as identified in the RFP, including platform administration and after-care support;

WHEREAS, the PLCB desires that Pathways provide additional platform administration services and aftercare support than was originally contemplated in the project plan;

WHEREAS, the additional services requested and extended timeline require that the milestone payment schedule be modified and that additional resource hours be documented.

NOW THEREFORE, in consideration of the promises and agreements that follow, the Parties hereby agree as follows:

1. The Parties agree that the milestone payment schedule, as set forth in Pathway's Cost Submittal be modified to reflect the payments schedule set for in Exhibit B attached hereto- Modified Payment Schedule.
2. The Parties agree that up to an additional 260 hours of Aftercare Support will be provided at a rate of \$150.00 per hour in accordance with the Rate Card provided in Pathway's Cost Submittal. This additional Aftercare Support will be billed monthly based on actual hours worked. Additional Aftercare Support hours will be arranged as mutually agreed to between the parties.
3. The Parties further agree that upon the effective date of this Amendment, the use of hourly resources for CSM Implementation Services as set forth in the Rate Card may be incorporated into the Contract by way of a written change order that is approved by both Parties.
4. The Parties agree that the changes made to the Contract by this Amendment 1 will be effective on the date this Amendment 1 is approved by the Commonwealth of Pennsylvania Office of Attorney General.
5. Except as expressly set forth herein, all Contract rates, terms and conditions, as previously amended, shall remain unchanged and in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the Parties to this Amendment 1 have executed it through their respective duly authorized officers. This Amendment 1 shall not be fully executed and will not be binding on the Parties unless and until all signatures required below are affixed hereto.

ENTERPRISE MOBILITY SOLUTIONS
D/B/A PATHWAYS CONSULTING GROUP
FED ID [REDACTED]

By: Mary Manzo
Name: Mary Manzo
Title: CEO

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD

By: Michael Demko
Name: MICHAEL DEMKO
Title: EXECUTIVE DIRECTOR

APPROVED FOR FORM AND LEGALITY:

Rodrigo Diaz 11/1/2022
OFFICE OF CHIEF COUNSEL (PLCB) DATE

David E. Stover Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2022.11.28 13:33:13 -05'00'
OFFICE OF ATTORNEY GENERAL DATE

Approved as to Fiscal Responsibility and Budgetary Appropriateness

To Be Affixed Electronically
COMPTROLLER DATE

Exhibit B
Modified Payment Schedule

	Original Cost Submittal	CSM Go-Live Payment 85%	Genesys Go- Live Payment 15%
Milestone 1 - Project Plan Development/Validation of Licensing needs	\$14,140.00	Paid in Full	Paid in Full
Milestone 2 - Platform Planning, Installation, Configuration and Integration	\$ 143,440.00	\$121,924.00	\$21,516.00
Milestone 3 - QA and UAT Support and Knowledge Transfer	\$ 95,930.00	\$ 81,540.50	\$ 14,389.50
Milestone 4 - Aftercare Support	\$ 87,190.00	\$ 74,111.50	\$ 13,078.50
Project Total for Milestones 1 - 4	\$ 340,700.00		

PART V

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is made and entered into as of March 28, 2022 by and between the Pennsylvania Liquor Control Board (“PLCB” or “Customer”), with offices located at 901 Capital Street, Harrisburg, Pennsylvania 17124, and Enterprise Mobility Solutions d/b/a Pathways Consulting Group (“Contractor”) with offices located at 33 Wood Avenue South Suite 600, Iselin, NJ 08830 (each, a “Party” and collectively, the “Parties”).

WHEREAS, PLCB issued RFP#20210817 on October 7, 2021 (“RFP”) for Software Implementation Partner for ServiceNow Customer Service Management Platform (“Services”);

WHEREAS, Contractor provides such Services as a ServiceNow Certified Implementation Specialist.;

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

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

1. SCOPE OF SERVICES

During the term of this Contract, Contractor agrees to provide the Services as set forth in the RFP and the Contractor’s Response to the RFP (collectively, the “Services”). The RFP and the Contractor’s Response to the RFP, including the Cost Submittal and all appendices, are incorporated into this Contract by reference and made a material part thereof. In the event a conflict exists, the order of precedence shall be as follows: This Contract; the Contractor’s Cost Submittal; the RFP; and the Contractor’s Technical Submittal to the RFP.

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

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

2. TERM OF CONTRACT

The initial term of this Contract shall commence on the Effective Date (as defined below) and continue until all Deliverables have been received and accepted by the PLCB, or as otherwise agreed to by the Parties. The Effective Date shall be after the Contract has been fully executed by the Contractor and by the PLCB and all additional approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until the Contractor is issued a Notice to Proceed directing the Contractor to start performance on a date which is on or after the Effective Date. The Notice to Proceed must be acknowledged and accepted in the Supplier Portal. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the PLCB shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No PLCB employee has the authority to verbally direct the commencement of any work under this Contract.

3. DEFINITIONS

As used in this Contract, these words shall have the following meanings unless otherwise defined in the RFP or Appendices:

- a. Agency: the Pennsylvania Liquor Control Board (“PLCB”).
- b. Amendment: amendments are issued for any change to the terms, conditions, requirements, or costs of the Contract and require the signatures of the Contractor and the same Commonwealth officials as the Contract.
- c. Change Order: change orders are notices of a change which one or both Parties have the option to change under the Contract. They can also be used as a notification of a correction. Change Orders shall be subject to the mutual agreement of the parties.
- d. Commonwealth: refers collectively to the government of the Commonwealth of Pennsylvania as a whole, inclusive of the PLCB.
- e. Contracting Officer: the person authorized to administer this Contract for the PLCB and to make written determinations with respect to the Contract.
- f. Contractor: Enterprise Mobility Solutions d/b/a Pathways Consulting Group.
- g. Days: unless specifically indicated otherwise, days mean calendar days.
- h. Deliverable: a required Deliverable as set forth in RFP# 20210817.
- i. DDB: refers to a diverse and disadvantaged business as determined by the PLCB.
- j. Documentation: all materials required to support and convey information about the Services required by this Contract. Documentation includes, but is not necessarily

restricted to, written reports and analyses, diagrams, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

- k. FW&GS: refers to any PLCB operated Fine Wine & Good Spirits retail store.
- l. Milestone: a required Milestone as set forth in RFP# 20210817.
- m. PLCB Point of Contact: a designated PLCB employee that is responsible for all administrative matters related to this Contract, including but not limited to receipt of invoices.
- n. PLCB Project Manager: the designated PLCB employee that will be responsible for making management level decisions related to the project.
- o. Services: all Contractor activity necessary to satisfy the Contract.
- p. Supplier Portal: The PLCB's Oracle ERP Supplier Portal through which all transactional documentation between the PLCB and Contractor must be electronically submitted and acknowledged.
- q. Task: a required Task as set forth in RFP# 20210817.

4. INDEPENDENT PRIME CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5. WARRANTY

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

6. OWNERSHIP RIGHTS

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

7. COMPLIANCE WITH LAW

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

8. ENVIRONMENTAL PROVISIONS

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

9. COMPENSATION

The Contractor will be compensated at the rates set forth in the Contractor's Cost Submittal. The Contractor shall be compensated upon completion of each milestone identified in the RFP. A milestone will not be deemed to be completed until all Deliverables associated with that milestone have been accepted by the PLCB.

Within ten (10) business days of delivery of each Deliverable, PLCB shall approve the Deliverable conforms in all material respects to the requirements set forth herein, identify defects to be remedied by Contractor, or request up to an additional five (5) business days for review and approval or request for defect remedy. Approval of a Deliverable shall be deemed given by PLCB if PLCB has not delivered to the Contractor Deliverable approval, notice of defects to be remedied or request for additional time to review within ten (10) days of Deliverable delivery.

10. BILLING REQUIREMENTS

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

11. PAYMENT

- a. The PLCB shall put forth reasonable efforts to make payment of undisputed amounts billed, less applicable credits, within 45 days of receipt of a proper invoice. A "proper"

invoice is not received until it has been submitted into the Supplier Portal and the PLCB accepts the service as satisfactorily performed.

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. Contractor may view pending payments in the Supplier Portal at any time.

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

12. TAXES

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

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

13. ASSIGNMENT OF ANTITRUST CLAIMS

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

14. HOLD HARMLESS PROVISION

- a. The Contractor shall hold the PLCB harmless from and indemnify the PLCB against any and all third-party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees, subcontractors and agents under this Contract, provided the PLCB gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld nor unduly delayed. The PLCB may, in the discretion and at the direction of the OAG, allow the Contractor to control the defense and any related settlement negotiations.

15. AUDIT PROVISIONS

The PLCB shall have the right, at reasonable times and at a site designated by the PLCB, to audit the books, documents and records of the Contractor and/or its approved subcontractors to the extent that the books, documents and records relate to costs or pricing data for the Contract or the performance of the Services. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three years from date of final payment. The Contractor shall give full and free access to all records to the PLCB and/or their authorized representatives.

16. DEFAULT

- a. The PLCB may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or as otherwise specified to ensure timely progression through each Phase.
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract.
 - 3) Continued unsatisfactory performance of the work.

- 4) Discontinuance of work without approval and/or failure to resume discontinued work after notice to do so.
 - 5) If the Contractor is adjudicated bankrupt, is determined to be insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or seeks protection against creditors under any applicable federal or state laws, or if there is a commencement of any bankruptcy, insolvency, receivership or other similar proceeding against Contractor that is not dismissed within 60-days after such filing.
 - 6) Breach of any material provision of the Contract, including failure to comply with representations made in the Contractor's bid/proposal.
 - 7) Failure to comply with applicable industry standards, customs, and practice.
- b. The PLCB will provide written notice to Contractor upon determining that the Contractor is in default pursuant to Subparagraph a above. The notice will include a description of the nature of the default and a reasonable cure period for Contractor to correct the default. Failure by Contractor to cure the default within the time period provided in any such notice may result in termination of this Contract pursuant to the Termination Provisions of paragraph 18.
 - c. In the event that the PLCB terminates this Contract in whole or in part as provided in Subparagraph a. above, the PLCB may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the PLCB for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract. These costs are in the nature of cover damages as set forth in 13 Pa.C.S.A. §§ 2711(a), 2712.
 - d. The rights and remedies of the PLCB provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - e. The PLCB's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the PLCB of its rights and remedies in regard to the event of default or any subsequent event of default.
 - f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision at paragraph 19 of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God

or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, general strikes throughout the trade, and freight embargoes.

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

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 90 days after written notice to the Contractor except in the event of egregious misconduct whereby such termination will be effective at the discretion of the PLCB.

- a. **TERMINATION FOR CONVENIENCE:** The PLCB shall have the right to terminate the Contract in whole or in part for its convenience if the PLCB determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The PLCB's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the PLCB shall have the right to terminate the Contract. The Contractor shall be reimbursed for Services rendered, accepted and undisputed up to the date of termination. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose

- c. **TERMINATION FOR CAUSE:** The PLCB shall have the right to terminate the Contract for Contractor default under the Default Clause upon written notice to the Contractor. The PLCB shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in the Contract or by law. If it is later determined that the PLCB erred in terminating the Contract for cause, then, at the PLCB's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph a.

19. CONTRACT CONTROVERSIES

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the Contracting Officer requests mediation and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the PLCB.
- c. Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Contracting Officer and the PLCB shall compensate the Contractor for such continuous performance pursuant to the terms of the Contract.

20. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the

Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

- c. The PLCB must be notified in writing if a DDB subcontractor is no longer being utilized by the Contractor in the provision of Services.
- d. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- e. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- f. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- g. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- h. A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

21. OTHER CONTRACTORS

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

22. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of Services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted Services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations

and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- i. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- j. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- k. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

23. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

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

- a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- e. **“Financial Interest”** means either:
 - (1) Ownership of more than a 5% interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the *4 Pa. Code §7.153(b)*, shall apply.
- g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last 5 years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening

factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

24. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the PA Department of General Services [website](#) or by contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

25. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subparagraph a above.

26. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract

without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

27. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. INTEGRATION

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

29. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the PLCB. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the PLCB.

30. CHANGE ORDERS AND AMENDMENTS

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

All changes to this Contract shall be initiated by the PLCB upon notification to the Contractor in writing. Any Change Order or Amendment must be signed by both Parties and approved by the PLCB Office of Chief Counsel. The change shall be effective as of the date indicated on the Change Order or Amendment, as applicable. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract. The Contractor agrees to provide the Services in accordance with the Change Order or Amendment. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

31. CONFIDENTIALITY

The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this paragraph 31. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information.

In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

- a. The obligations stated in this paragraph 31 do not apply to information:
- 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

- 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.
- b. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

32. INTENTIONALLY OMITTED

33. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor:

Enterprise Mobility Solutions
d/b/a Pathways Consulting Group
33 Wood Avenue South, Suite 600
Iselin, NJ 08830

- b. If to the PLCB:

PLCB Retail Operations
515 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

34. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - 1) Provide the Commonwealth, within 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

35. 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).

36. INSURANCE REQUIREMENTS

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

- Comprehensive general liability insurance with minimum limits of not less than \$1 million for injury to or death of one person in a single occurrence and \$3 million for injury to or death of more than one person in a single occurrence and \$500,000.00 for a single occurrence of property damage.
- Auto liability insurance with a minimum combined single limit for bodily injury and property damage in the amount of \$5 million each accident.
- Workers' Compensation Insurance sufficient to cover all of the Contractor's employees working to fulfill this contract in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$500,000, or the equivalent. Annual aggregate limit shall not be less than \$3 million.
- Umbrella coverage in the sum of \$2 million shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers' Liability, and Professional Liability.

Contractor must provide annually proof of valid insurance coverage of the types and limits specified above. PLCB shall be endorsed as additional insured on the auto and general liability

insurance policies in connection with the services performed under the Contract and to the extent provided for in the Contractor's indemnity. Valid certificates of insurance shall be issued to PLCB.

37. PRESS RELEASES

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

38. 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.

39. CLIENT RESPONSIBILITIES

PLCB shall cooperate with Contractor, including, without limitation, (i) providing Contractor with reasonable facilities and timely access to data, information and personnel of PLCB; (ii) providing experienced and qualified personnel having appropriate skills to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Services and allow Contractor and PLCB to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the Services. PLCB shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of data and information provided to Contractor for purposes of the performance of the Services. PLCB acknowledges and agrees that Contractor's performance is dependent upon the timely and effective satisfaction of PLCB's responsibilities hereunder and timely decisions and approvals of PLCB in connection with the Services. Contractor shall be entitled to rely on all decisions and approvals of PLCB.

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

**Enterprise Mobility Solutions d/b/a Pathways Consulting Group
Pennsylvania Liquor Control Board:**

Jeffrey Giovinazzo 1/24/2022
Signature Date

Jeffrey Giovinazzo
Printed Name

President
Title

Michael G. Demko 2/4/2022
Signature Date

Michael G. Demko
Printed Name

Executive Director
Executive Director

APPROVED AS TO FORM AND LEGALITY:

Roby J. An
PLCB Office of Chief Counsel

David E. Stover
Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2022.03.28 15:50:01 -04'00'
PA Office of Attorney General Date

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

To be affixed electronically

Comptroller



Order	80000113
Revision	2
Type	Non-Merchandise Order
Order Date	10-FEB-2022
Purchasing Agent	Greene, Joshua
Revision Date	05-DEC-2022
Revised By	Joshua Greene

Supplier: **ENTERPRISE MOBILITY SOLUTIONS LLC DBA PATHWAYS CONSULTING GROUP**
33 WOOD AVE S STE 600
Iselin, NJ 08830-2717
US

Ship To:

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

Supplier No.	Payment Terms	Freight Terms	FOB	Ship Via
	Net 45			
Supplier Contact and Telephone #	Purchasing Agent, Email Address and Telephone #			
	Greene, Joshua			

Notes:

11/07/2022: JDG (CHANGE ORDER 3) ADDED AMENDMENT NO. 1 TO PO. SPLIT MILESTONES 2 THROUGH 4 INTO TWO PAYMENT LINES. ADDED LINE 8 FOR 260 HOURS OF AFTERCARE SUPPORT AT \$150/HOUR PER COST SUBMITTAL.

07/21/2022: JDG (Change Order 2) Updated Line 2 (Milestone 2-Platform Planning, Installation, Configuration, and Integration) from FY21 to FY22. Updated Promised Delivery Date on Lines 2 – 4 to correspond to NTP letter.

THIS PURCHASE ORDER IS IN ACCORDANCE WITH RFP NO. 20210817, "SOFTWARE IMPLEMENTATION PARTNER FOR SERVICENOW CUSTOMER SERVICE MANAGEMENT PLATFORM."

PRICING AS PER ATTACHED COST SUBMITTAL:
 \$340,700.00

THIS IS AN ESTIMATED CONTRACT

THE PO LINES FISCAL YEARS WILL BE ADJUSTED ACCORDINGLY TO WHEN EACH MILESTONE IS COMPLETED SINCE THE PROMISED DATES ARE ESTIMATED.

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

- A. CONTRACT NO. 20210817, "SOFTWARE IMPLEMENTATION PARTNER FOR SERVICENOW CUSTOMER SERVICE MANAGEMENT PLATFORM".
- B. THE STANDARD CONTRACT TERMS AND CONDITIONS
- C. THE CONTRACTOR'S COST SUBMITTAL
- D. THE RFP AND ANY ADDENDA, INCLUDING ALL REFERENCED APPENDICES
- E. THE CONTRACTOR'S TECHNICAL SUBMITTAL AND ANY ADDENDA, IF APPLICABLE

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

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

CONTACT PERSON: MARY MANZO, CEO
CONTACT PHONE: [REDACTED]
EMAIL: [REDACTED]

PURCHASING AGENT: JOSHUA GREENE
PHONE: [REDACTED]
EMAIL: [REDACTED]

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

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

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

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

- * THE INVOICE MUST BE ITEMIZED BY PURCHASE ORDER LINE ITEM.
- * THE INVOICE SHOULD ONLY INCLUDE THE

AMOUNTS DUE UNDER THE PURCHASE ORDER.
 * THE PURCHASE ORDER NUMBER MUST BE
 INCLUDED ON ALL INVOICES.

ALL PRICES AND AMOUNTS ON THIS ORDER ARE
 EXPRESSED IN USD

Reference Documents: Amendment 1 - Additional Support-PCG Executed with
 Contract_Signed 11-1-22.pdf
 3 RFP20210817 Software Partner for ServiceNow with Appendices.
 pdf
 2 RFP20210817 Advertisement.pdf
 1 Contract 20210817_Pathways_Signed as of 2-4-22.pdf
 4 RFP20210817 Addendum No 1.pdf
 6 Technical Submittal - Pathways Consulting Group.pdf
 7 Cost Submittal - Pathways Consulting Group.xlsx
 8 Clarification Letter and Response from Pathways Consulting
 Group 12-28-21.pdf
 5 RFP20210817 Addendum No 2.pdf

All prices and amounts on this order are expressed in USD

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
1	FY21-MILESTONE 1- PROJECT PLAN DEVELOPMENT/VALI DATION OF LICENSING NEEDS	Needed: 01-APR-2022 00:00:00			14140	14140
	Ship To: Use the ship-to address at the top of page 1					
2	FY22-MILESTONE 2- PLATFORM PLANNING, INSTALLATION, CONFIGURATION AND INTEGRATION-CSM GO-LIVE PMT 85%	Needed: 22-JUL-2022 00:00:00			121924	121924
	Ship To: Use the ship-to address at the top of page 1					

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
3	FY22-MILESTONE 2- PLATFORM PLANNING, INSTALLATION, CONFIGURATION AND INTEGRATION- GENESYS GO-LIVE PMT 15%	Needed: 09-NOV-2022 00:00:00			21516	21516
<p>Ship To: Use the ship-to address at the top of page 1</p>						
4	FY22-MILESTONE 3- QA AND UAT SUPPORT AND KNOWLEDGE TRANSFER-CSM GO- LIVE PMT 85%	Needed: 01-JUL-2022 00:00:00			81540.5	81540.5
<p>Ship To: Use the ship-to address at the top of page 1</p>						
5	FY22-MILESTONE 3- QA AND UAT SUPPORT AND KNOWLEDGE TRANSFER-GENESYS GO-LIVE PMT 15%	Needed: 09-NOV-2022 00:00:00			14389.5	14389.5
<p>Ship To: Use the ship-to address at the top of page 1</p>						
6	FY22-MILESTONE 4- AFTERCARE SUPPORT-CSM GO- LIVE PMT 85%	Needed: 01-JUL-2022 00:00:00			74111.5	74111.5
<p>Ship To: Use the ship-to address at the top of page 1</p>						
7	FY22-MILESTONE 4- AFTERCARE SUPPORT-GENESYS GO-LIVE PMT 15%	Needed: 09-NOV-2022 00:00:00			13078.5	13078.5

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
<p>Ship To: Use the ship-to address at the top of page 1</p>						
8	FY22-AFTERCARE SUPPORT	Needed: 09-NOV-2022 00:00:00	260	HR	150	39000
<p>Ship To: Use the ship-to address at the top of page 1</p>						
						Total: 379700 (USD)