



REQUEST FOR PROPOSAL RFP 20081103

**PLCB RETAIL STAFF
PROFESSIONAL DEVELOPMENT PROGRAM**

AS AMENDED ON NOVEMBER 25, 2008

NOVEMBER 17, 2008

ISSUING OFFICE:

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD
ROOM 413, NORTHWEST OFFICE BUILDING
HARRISBURG, PA 17124-0001**

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**CALENDAR OF EVENTS
AS AMENDED ON NOVEMBER 25, 2008**

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

Activity	Responsibility	Date
Deadline to submit questions via e-mail to dbrinser@state.pa.us	Potential Proposers	12:00 p.m. EST December 3, 2008
(Please note: There will be no pre-proposal conference.)		
Answers to potential proposers' questions posted no later than this date to the PLCB website: http://www.lcb.state.pa.us/plcb/cwp/view.asp?a=1334&q=546703	Issuing Office	December 5, 2008
Monitor PLCB website for all communications regarding the RFP.	Potential Proposers	
Sealed proposal must be received by the Issuing Office at: ATTN: Debra Brinser Pennsylvania Liquor Control Board Room 413 Northwest Office Building 910 Capital Street Harrisburg, PA 17124-0001	Proposers	1:00 p.m. EST December 11, 2008

PART I

GENERAL INFORMATION FOR PROPOSERS

- I-1. PURPOSE** - This Request for Proposal ("RFP") provides interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the Commonwealth of Pennsylvania ("Commonwealth"), Pennsylvania Liquor Control Board ("PLCB"), to develop and implement a comprehensive professional development program for PLCB Retail Staff that addresses issues of customer service, communication, engagement, and change management.
- I-2. ISSUING OFFICE** - This RFP is issued by the PLCB. The Issuing Officer for this RFP is Ms. Debra Brinser, Bureau of Support Services, Room 413, Northwest Office Building, 910 Capital Street, Harrisburg, Pennsylvania 17124-0001; telephone: (717) 787-9851; facsimile: (717) 783-8927; e-mail: dbrinser@state.pa.us. The Issuing Officer is the sole point of contact in the Commonwealth/PLCB for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. SCOPE** - This RFP contains instructions governing the proposals to be submitted and the material to be included therein, a description of the services to be provided, requirements that must be met to be eligible for consideration, general evaluation criteria, a proposed contract and other requirements to be met by each proposal.

I-4. PROBLEM STATEMENT - The PLCB is a multi-faceted agency responsible for the sale and control of alcoholic beverages throughout the Commonwealth of Pennsylvania and is one of the largest purchasers of wine and spirits in the country. The PLCB operates approximately six hundred twenty (620) retail outlets within a category management business model with gross annual earnings exceeding \$1.5 billion USD.

The PLCB is seeking to improve the shopping experience in Pennsylvania wine and spirits stores for its retail customers. While many major agency-wide initiatives aimed at accomplishing this are currently underway, the leadership at the PLCB recognizes the criticality of delivering excellent customer service through its Retail Staff. These employees serve as the front line of interaction with the public, and therefore have a direct and significant impact on the shopping experience. In addition, these employees must serve as ambassadors for the various agency initiatives currently in development in order for the initiatives to be successfully implemented.

Though PLCB Retail Staff are regularly trained on product knowledge and operational topics, there has not been a coordinated effort to deliver customer service training since 2001. However, in October 2008, PLCB leadership communicated to Retail Staff their intention to embark on a significant customer service training program. As part of this communication, employees were reminded of basic customer service practices, such as greeting customers, offering assistance, and thanking customers for their purchase.

The PLCB intends to continue this effort by ensuring that all Retail Staff are properly trained, and is seeking a contractor to develop and implement a comprehensive professional development program that emphasizes and instructs PLCB Retail Staff on a regular basis on a series of topics related to customer service, communication, engagement, and change management.

This professional development program will impact approximately four thousand (4,000) Retail Staff comprised of approximately six hundred seventy (670) PLCB Regional, District and Store managers, assistant managers, trainers and wine specialists, and approximately three thousand two hundred fifty (3,250) PLCB store employees throughout approximately six hundred twenty (620) wine and spirits stores. The PLCB is seeking a contractor capable of providing a train-the-trainer-based program that reaches all PLCB Retail Staff. This program should address the following topics: (1) basic customer service, (2) promotion of a positive atmosphere in stores, (3) sales skills, (4) complaint resolution, (5) internal communication, (6) change management, and (7) training on any other PLCB initiatives as may be deemed necessary by the PLCB.

- I-5. **TYPE OF CONTRACT** - It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed-fee, deliverables-based contract and it will contain the specifications and provisions shown in Appendix M of the RFP. The PLCB may, in its sole discretion, undertake negotiations with proposers whose proposals, as to price and other factors, show them to be qualified,

responsible, and capable of performing the work. If negotiations have not concluded in an agreement within a reasonable time period as determined by the PLCB, the PLCB may terminate negotiations and negotiate with another responsive, responsible proposer(s) or negotiate separately with competing qualified proposers.

I-6. REJECTION OF PROPOSALS - The PLCB reserves the right, in its sole and complete discretion, to reject any and/or all proposals received as a result of this RFP.

I-7. INCURRING COSTS - The PLCB is not liable for any costs the proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. PRE-PROPOSAL CONFERENCE - There will be no pre-proposal conference for this RFP. If there are any questions, please forward them to the Issuing Officer in accordance with Section I-9.

I-9. QUESTIONS AND ANSWERS – If a proposer has any questions regarding this RFP, the proposer must submit the questions by e-mail (**with the subject line entitled “RFP 20081103 Questions”**) to the Issuing Officer named in Part I, Section I-2 of the RFP. Do not contact the Issuing Officer by phone with any questions. If the proposer has questions, they must be submitted via e-mail no later than the date indicated in the RFP cover letter and Calendar of

Events. The proposer shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the PLCB website at <http://www.lcb.state.pa.us/plcb/cwp/view.asp?a=1334&q=546703> by the date stated in the RFP cover letter and Calendar of Events.

All questions and responses as posted on the PLCB website are considered an addendum to, and part of, this RFP in accordance with RFP Part I, Section I-10. Each proposer shall be responsible to monitor the PLCB website for new or revised RFP information. The PLCB 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 formal protest process is described on the PLCB website. (See Section I-30, RFP Protest Procedure).

- I-10. AMENDMENT 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 amendment to the PLCB website at <http://www.lcb.state.pa.us/plcb/cwp/view.asp?a=1334&q=546703>. It is the proposer's responsibility to periodically check the website for any new information or amendments to the RFP. Answers to the questions asked during the Questions and Answers period also will be posted to the website as an addendum to the RFP. The PLCB 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 amendment or addendum by the Issuing Office.

- I-11. **RESPONSE DATE** - To be considered, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP cover letter and Calendar of Events. Proposals will not be accepted via e-mail or facsimile transmission. Proposers who mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. All United States mail and express mail packages sent to the Northwest Office Building are first examined at a central location in Harrisburg prior to delivery to the Northwest Office Building. Therefore, proposers should allow appropriate time when submitting proposals, particularly those by U.S. mail. If, due to inclement weather, natural disaster or any other cause, the location to which proposals are to be returned is closed on the proposal response date, the deadline for submission shall be automatically extended until the next Commonwealth (PLCB) business day on which the office is open, unless the proposers are otherwise notified by the Issuing Office. The time for submission of proposals shall remain the same. Proposals not received on time shall be rejected.
- I-12. **PROPOSALS** - To be considered, proposers shall submit a complete response to this RFP using the format provided in Part II. Proposals are made up of three (3) separate and distinct portions: a Technical Submittal, a Disadvantaged Business Submittal and a Cost Submittal. The requirements

for each submittal are slightly different, and these requirements are outlined in Part II.

Distribution of proposals to anyone other than the Issuing Office shall not be made by the proposer. Each proposal page should be numbered for ease of reference. Proposals shall be signed by an official authorized to bind the proposer to its provisions. If the official signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposer's proposal, the requirement will be met. Proof of signatory authorization should be included with the proposal submission. For this RFP, the proposal shall remain valid for at least one hundred twenty (120) days. The contents of the proposal of the successful proposer will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations if a contract is entered into. The finalized and approved contract language shall prevail over the proposer's proposal in the event of any inconsistency or ambiguity. (See Appendix M, Paragraph 33, Integration).

Each proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the proposer chooses to attempt to provide such written notice by telefax transmission, the PLCB shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a

proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification that complies with the requirements of this RFP, but only if the modification is made prior to the exact hour and date set for the proposal receipt.

- I-13. DISADVANTAGED BUSINESS INFORMATION** - The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers, and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a) Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) that qualify as small businesses; and

- b) United States Small Business Administration (SBA)-certified Small Disadvantaged Businesses or 8(a) small disadvantaged business concerns.

Small Businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than one hundred (100) persons, and earn less than twenty million dollars (\$20,000,000.00) in gross annual revenues (twenty-five million dollars (\$25,000,000.00) in gross annual revenues for those businesses in the information technology sales or service business).

Socially Disadvantaged Businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members or minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as "socially disadvantaged," the proposer must include in its proposal clear and convincing evidence establishing that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119

Fax: (717) 787-7052

E-mail: gs-bmwbo@state.pa.us

Website: www.portal.state.pa.us/portal/server.pt?open=512&objID=1360&mode=2

A database of BMWBO-certified minority- and women-owned businesses can be accessed at www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx. The federal vendor database can be accessed at www.ccr.gov by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. INFORMATION CONCERNING SMALL BUSINESSES IN ENTERPRISE

ZONES - The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as Designated Enterprise Zones, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small Businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than one hundred (100) persons and earn less than twenty million dollars

(\$20,000,000.00) in gross annual revenues (twenty-five million dollars (\$25,000,000.00) in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of Designated Enterprise Zones can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
E-mail: akartorie@state.pa.us

- I-15. **ECONOMY OF PREPARATION** - Proposals should provide a straightforward, concise description of the proposer's ability to meet the requirements of the RFP.
- I-16. **ALTERNATE PROPOSALS** - The PLCB has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-17. **DISCUSSIONS FOR CLARIFICATION** - Proposers who submit proposals may be required to make an oral and/or written clarification of their proposal to

the PLCB to ensure thorough mutual understanding and proposer responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The PLCB reserves the right to recall any proposers for additional discussion/presentations.

I-18. CONTINGENCIES - The PLCB reserves the right to reject any proposal that includes any contingencies. Proposals shall stand alone and shall not be evaluated if they are contingent upon any deviation or alteration, as determined by the PLCB, from the RFP, the proposed contract and/or any appendices or amendment(s) thereto.

I-19. PRIME PROPOSER RESPONSIBILITIES - The contract will require the selected proposer to assume responsibility for all services offered in its proposal, whether it produces or performs them itself or by subcontract. The PLCB shall consider the selected proposer to be the sole point of contact with regard to contractual matters.

I-20. 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 proposers' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any proposer who

determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c.(2) below and must additionally provide a redacted version of its proposal at time of submission of its full proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes commencing January 1, 2009.

b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. 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 proposer copyright designations contained on 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. Public records requests for proposals are governed by and shall be handled in the following manner:

- (1) Public records requests received prior to January 1, 2009 are subject to the Right to Know Act, 65 P.S. §§ 66.1 – 66.9, and Section 106 (b) of the Commonwealth Procurement Code, 62

Pa.C.S. §106(b), which do not expressly exempt confidential proprietary information or trade secrets contained in proposals from disclosure. Unsuccessful proposals and financial capability information submitted in response to Part II, Section II-8 of this RFP are exempt from public records disclosure under 62 Pa.C.S. § 106(b) until January 1, 2009.

- (2) 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., commencing January 1, 2009. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests made commencing January 1, 2009. Financial capability information submitted in response to Part II, Section II-8 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26) commencing January 1, 2009.

I-21. BEST AND FINAL OFFERS – The PLCB reserves the right to conduct discussions with proposers for the purpose of obtaining “best and final offers.” To obtain best and final offers from proposers, the PLCB may do one (1) or more of the following:

- i) Enter into pre-selection negotiations;
- ii) Schedule oral presentations or scripted demonstrations; and
- iii) Request revised proposals.

The Issuing Office will limit any discussions to responsible proposers (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably likely of being selected for award. The Criteria for Selection found in Part III, Section III-3 shall also be used to evaluate the best and final offers. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can only be reduced in the same percentage as the percent reduction in the total price offered through negotiations. Proposers are encouraged to submit their best price as part of their initial proposal and not to assume there will be an opportunity to provide a best and final offer at a later date.

I-22. CONTRACT - The selected proposer shall be expected to enter into an agreement as contained in the proposed contract in Appendix M of this RFP.

I-23. RESTRICTION OF CONTACT - From the issue date of this RFP until the PLCB selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the PLCB to reject the offending proposer's proposal. If the PLCB later

discovers that the proposer has engaged in any violations of this condition, the PLCB may reject the offending proposer's proposal or rescind its contract award. Proposers must agree not to distribute any part of their proposals beyond the Issuing Office. A proposer who shares information contained in its proposal with other Commonwealth/PLCB personnel and/or competing proposer personnel may be disqualified.

- I-24. DEBRIEFING CONFERENCE** - Proposers whose proposals are not selected will be notified of the name of the selected proposer and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the proposer with other proposers, other than the position of the proposer's proposal in relation to all other proposer proposals. A proposer's exercise of the opportunity to be debriefed shall not constitute the filing of a protest.
- I-25. NEWS RELEASES** – Proposers shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the PLCB, and then only in coordination with the Issuing Office.
- I-26. COMMONWEALTH PARTICIPATION** - Persons from the following bureaus and offices of the Commonwealth of Pennsylvania and the PLCB may participate in this project: Chairman of the Board's Office, Executive Office, Director of Administration's Office, Director of Marketing's Office, Bureau of

Human Resource Management, Bureau of Support Services, Department of General Services, Office of the Comptroller, and the Office of the Chief Counsel, as counsel to the committee.

I-27. TERM OF CONTRACT - The term of the contract shall commence on the Effective Date (as defined below) and shall end at the close of business one (1) year from the effective date. The Effective Date shall be fixed by the Issuing Office after the contract has been fully executed by the selected Contractor and by the PLCB/Commonwealth, and all approvals required by Commonwealth contracting procedures have been obtained. The selected proposer shall not start the performance of any work prior to the Effective Date of the contract, and the PLCB shall not be liable to pay the selected proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

The PLCB reserves the right to extend this contract for five (5) one (1)-year option periods, subject to the terms and conditions set forth in the initial contract term. The PLCB shall exercise that right by providing written notice to the Contractor of its intent to exercise its option no later than ninety (90) days prior to expiration of the contract term or option year then in effect.

As specific projects are requested by the PLCB and agreed to by both parties during each option year, the Contractor shall submit a detailed work plan, schedule of deliverables and cost for PLCB approval prior to the

commencement of any work. (See Appendix M, Paragraph 17, Compensation/Expenses).

In addition, the PLCB, in its sole discretion, shall have the right, at the expiration of the contract, to extend the term of the contract, or any part of the contract, for up to three (3) months, upon the same terms and conditions, in order to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract, if deemed necessary by the PLCB.

I-28. PROPOSER'S REPRESENTATIONS AND AUTHORIZATIONS - By submitting its proposal, each proposer understands, represents and acknowledges that:

- A. All information provided by, and representations made by, the proposer in the proposal are material and important and may be relied upon by the PLCB in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment from the Issuing Office of the true facts relating to the proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The proposer has arrived at the price(s) and amounts in its proposal independently and without consultation, communication or agreement with any other proposer or potential proposer.

- C. The proposer 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 a proposer or potential proposer for this RFP, and the proposer shall not disclose any of these items on or before the proposal submission deadline specified in the cover letter and Calendar of Events to this RFP.
- D. The proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract or to submit a proposal higher than this proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The proposer makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best of the knowledge of the person signing the proposal for the proposer, the proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency, and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving bribery, conspiracy or collusion with respect to

bidding or proposing on any public contract, except as the proposer has disclosed in its proposal.

- G. To the best of the knowledge of the person signing the proposal for the proposer, and except as the proposer has otherwise disclosed in its proposal, the proposer has no outstanding, delinquent obligations to the Commonwealth of Pennsylvania including, but not limited to, any state tax liability not being contested on appeal, or other obligation of the proposer that is owed to the Commonwealth of Pennsylvania.
- H. The proposer is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the proposer cannot so certify, then it shall submit along with its proposal, a written explanation of why it cannot make such certification.
- I. The proposer has not made, under separate contract with the PLCB, any recommendations to the PLCB concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each proposer, by submitting its proposal, authorizes Commonwealth of Pennsylvania agencies to release to the Commonwealth of Pennsylvania, information concerning the proposer's Pennsylvania

taxes, unemployment compensation and workers' compensation liabilities.

- K. Until the selected proposer 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 proposer shall not begin to perform. The selected proposer shall not begin performance under the contract until it receives the Notice to Proceed letter from the Issuing Officer.

I-29. NOTIFICATION OF SELECTION - The responsible proposer whose proposal is determined to be the most advantageous to the Commonwealth/PLCB, as determined by the PLCB, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract negotiation.

I-30. RFP PROTEST PROCEDURE - The RFP protest procedure is on the PLCB website at http://www.lcb.state.pa.us/plcb/lib/plcb/RFP_Protest_Procedures.doc. A protest by a party not submitting a proposal must be filed within seven (7) days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the RFP cover letter and Calendar of Events. Proposers who submit a proposal may file a protest within seven (7) days after the protesting proposer knew or should have known of the facts giving rise to the protest, but in no event may a protest be filed later than seven (7) days after the date of the written notification of award of the contract by the Issuing Office. The date of filing is

the date of receipt of the protest. A protest must be in writing and filed with the Issuing Office.

I-31. USE OF ELECTRONIC VERSIONS OF THIS RFP - This RFP is being made available by electronic means. If a proposer electronically accepts the RFP, the proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the proposer's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II
INFORMATION REQUIRED FROM THE PROPOSER

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. **Each proposal shall consist of three (3) separately-sealed submittals.** The submittals are as follows:

1. Technical Submittal, in response to Part II, Sections II-1 through II-10 hereof, submitted in ten (10) hard copies and two (2) CD-ROM copies;
2. Disadvantaged Businesses Submittal, in response to Part II, Section II-11 hereof, submitted in two (2) original hard copies; and
3. Cost Submittal (Appendix F), in response to Part II, Section II-12 hereof, submitted in two (2) hard copies and two (2) CD-ROM copies; and, if applicable, the Domestic Workforce Utilization Certification (Appendix K), in response to Part II, Section II-13 hereof, submitted in one (1) original.

The CD-ROM must be in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy submitted and any

spreadsheets must be in Microsoft Excel. The proposers may not lock or protect any cells or tabs. Proposers should ensure that there is no costing information in the technical submittal. Proposers should not reiterate technical information in the cost submittal. The CD-ROM should clearly identify the proposer and include the name and version number of the virus scanning software that was used to scan the CD-ROM before it was submitted.

The proposal's pages shall be sequentially numbered. In the proposal, the proposer must reproduce the question, statement or requirements, including the number (if applicable) in its entirety, and then follow it with its response. Pages of the proposal shall be printed single-sided. The first page of each proposal shall be the signed Proposal Cover Sheet submitting the proposal.

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

The PLCB may make such investigations as it shall deem necessary in order to determine the ability of the proposer to perform the work, and the proposer shall furnish to the PLCB all such information and data for this purpose as requested by the PLCB. The PLCB reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the PLCB that such

proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

II-1. STATEMENT OF THE PROBLEM - State in succinct terms your understanding of the problem presented and/or the services required by this RFP.

II-2. MANAGEMENT SUMMARY - Include a narrative description of the proposal effort and a list of the items to be delivered or services to be provided.

II-3. WORK PLAN –

A. Describe in narrative form your technical plan for accomplishing the work. Be sure to include a detailed timeline. Use the task descriptions in Part IV of this RFP as your reference point. Indicate the number of person hours allocated to each task. Define what percentage of PLCB staff time and/or resources, if necessary, the proposer estimates will be required to assist the Contractor with performing the RFP tasks. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one (1) approach is apparent, comment on why you chose this approach.

B. The selected Contractor must indicate if it uses software as part of providing any component of the professional development program and if that software is proprietary. The selected Contractor must submit a

means by which to demonstrate to the PLCB the primary functions and features that would be available in the proposed reporting system, such as a link to a website operated by the selected Contractor, a CD-ROM containing demonstration material, etc.

II-4. PRIOR EXPERIENCE - Include a detailed summary of your company's experience with emphasis on the development and implementation of train-the-trainer programs and professional development curriculum on the topics outlined in Part IV, Section IV-1 of this RFP. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience documentation should include the size and relative scope to a retail business, similar in size to the PLCB. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The PLCB reserves the right to contact any and all persons listed by the proposer concerning past work experience.

II-5. PERSONNEL DATA - Identify the Project Manager and provide information about his/her project management experience. Include the number and names of all trainers and relevant personnel who will be engaged in performing the work under this contract. Indicate what position each will hold, his/her length of service with your company, and where he/she will be physically located during the time he/she is engaged in this contract. Indicate the responsibilities each individual will have in performing this contract and the

percentage of time each will dedicate to this contract. Submit personal resumes for each which details relevant education, professional organizations and the number of years of relevant experience.

Indicate the number of non-managerial employees you expect to be engaged in this contract. Indicate whether non-management employees will be affiliated with any labor organization(s), identify the organization(s), indicate the status of your relationship with the organization(s) and provide copies of any pertinent agreements.

Provide the total number of employees of your company and give the average turnover rate for both headquarters and any field offices.

II-6. SUBCONTRACTOR(S) - Identify subcontractors you intend to use and the services they will perform under this contract. Provide a summary of each subcontractor's relevant experience and size of projects and a list of executive and professional personnel who will be involved in performing required tasks for this contract. Submit personal resumes for each which detail relevant education, professional organizations and experience. Provide the Federal Identification Number (FID) for each proposed subcontractor.

II-7. TRAINING - If appropriate, indicate recommended training of PLCB personnel in addition to that proposed to fulfill the tasks and deliverables outlined in Part

IV, Section IV-4 of this RFP. Include PLCB personnel to be trained, type of training instruction (i.e., hands-on, train-the-trainer), identity of trainer(s), duration of training program(s), place of training program(s), purpose of training program(s), curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-8. FINANCIAL CAPABILITY – Describe your company's financial stability and economic capability to perform the contract requirements. Include a copy of your company's three (3) most recent audited annual financial statements. If audited statements are not available, please provide un-audited statements along with a statement explaining why audited statements are not available.

II-9. OBJECTIONS AND ADDITIONS TO STANDARD CONTRACT TERMS AND CONDITIONS – The proposer will identify which, if any, of the terms and conditions contained in Appendix M of this RFP it would like to negotiate, and what additional terms and conditions the proposer would like to add to the standard contract terms and conditions. The proposer's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the PLCB may consider late objections and additional requests, if it is in the best interests of the PLCB. The PLCB may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The proposer shall not request changes to other provisions of the RFP; nor shall the proposer request to completely substitute its own terms and conditions for Appendix M. All terms and conditions must appear in one (1)

integrated contract. The PLCB will not accept references to the proposer's, or any other, online guides or online terms or conditions contained in any proposal.

The PLCB will not negotiate any portions of the following terms and conditions contained in Appendix M: § 8, 9, 12, 13, 14, 15, 16, 18, 19, 20, 21, 23, 24, 26, 27 and/or 32.

Regardless of any objections set out in its proposal, the proposer must submit its proposal, including the cost submittal, on the basis of the terms and conditions set forth in Appendix M. The PLCB may reject any proposal that is conditioned on the negotiation of terms and conditions other than those set forth in Appendix M.

II-10. QUALIFICATIONS - The following qualifications shall be met and included with your proposal. All statements submitted shall contain authorized signatures.

- A. A statement prepared on the proposer's official letterhead agreeing to comply with all federal and state laws regarding fair employment practices and nondiscrimination shall be submitted. Further, upon award of the contract, the selected proposer agrees to abide by the "Nondiscrimination/Sexual Harassment Clause" attached as Appendix A.
- A. The proposer shall also furnish a statement that it shall fully comply with all applicable laws and regulations including, but not limited to,

those set forth in Appendices B, C, D, E, G and H.

- B. A description of the background of the proposer shall be provided indicating the date the proposer was established, principal ownership, scope of operations and general data regarding experience. Also, note any special expertise that would enhance its qualifications, such as membership in professional organizations and/or certifications, etc.
- C. A statement shall be submitted identifying any contracts the proposer currently has with the PLCB and/or any other parties that may present a conflict of interest. If there are none, please provide a statement to that effect.
- D. A statement shall be submitted indicating that the proposer agrees not to divulge or release any information provided to it by the PLCB prior to the official release date of the contract.
- E. Include references from three (3) customers for whom the proposer has performed services similar in nature to those requested in this RFP, listing names, addresses, telephone numbers and contact persons.
- F. The successful proposer shall be required to submit evidence of insurability as provided for in the proposed contract included in Appendix M of the RFP. Documented evidence, such as a Certificate of Insurance or other proof acceptable to the PLCB that insurance shall

be extended to the proposer, shall accompany the proposal. All required insurance shall name the PLCB as an additional insured on all certificates.

- G. A statement shall be included that the proposal shall remain valid for at least one hundred twenty (120) days.
- H. The proposer shall certify, by submitting a statement, that neither it nor its subcontractors, nor any of their suppliers, are currently under suspension or debarment by the Commonwealth, any government entity, instrumentality or authority and if so, must provide an explanation regarding the reasons for the suspension(s) or debarment(s). The proposer also acknowledges that, if it is currently under suspension or debarment, its proposal, in most instances, shall not be accepted or considered, in accordance with Management Directive 215.9, Contractor Responsibility Program, and any amendment or supplement thereto. (See Appendix G).
- I. Include a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification for your company and any identified subcontractors.
- J. A statement shall be submitted indicating that the proposer agrees that the Commonwealth may set off the amount of any state tax liability or

other debt of the proposer or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due to the proposer under this or any other contract with the Commonwealth (Management Directive 215.9, dated April 16, 1999).

II-11. DISADVANTAGED BUSINESS SUBMITTAL –

a. Disadvantaged Business Information

- i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a proposer must include proof of Disadvantaged Business qualification in the Disadvantaged Business submittal of the proposal, as indicated below:
 - 1) Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
 - 2) Small Disadvantaged Businesses certified by the United States (U.S.) Small Business Administration pursuant to Section 8(a) of the *Small Business Act* (15 U.S.C. § 636(a)) as an 8(a) or small disadvantaged business must submit proof of U.S. Small Business Administration

certification. The owners of such businesses must also submit proof of United States citizenship.

- 3) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or Small Disadvantaged Business, must attest to the fact that the business has one hundred (100) or fewer employees.
 - 4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or Small Disadvantaged Business, must submit proof that their gross annual revenues are less than twenty million dollars (\$20,000,000.00) (twenty-five million dollars (\$25,000,000.00) for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business submittal of the proposal, clear and convincing evidence to establish that

the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin, or gender. The submitted evidence of prejudice or bias must:

- 1) Be rooted in treatment which the business person has experienced in American society, not in other countries.
- 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted on his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the proposer has established that a business is socially disadvantaged by clear and convincing evidence.

- iii) In addition to the above verifications, the proposer must include in the Disadvantaged Business submittal of the proposal the following information:

- 1) The name and telephone number of the proposer's project (contact) person for the Small Disadvantaged Business.
- 2) The business name, address, name and telephone number of the primary contact person for each Small Disadvantaged Business included in the proposal. The proposer must specify each Small Disadvantaged Business to which it is making commitments. The proposer will not receive credit for stating that it will find a Small Disadvantaged Business after the contract is awarded or for listing several businesses and stating that one (1) will be selected later.
- 3) The specific work, goods or services each Small Disadvantaged Business will perform or provide.
- 4) The estimated dollar value of the contract to each Small Disadvantaged Business.
- 5) Of the estimated dollar value of the contract to each Small Disadvantaged Business, the percent of the total value of services or products purchased or subcontracted that will be provided by the Small Disadvantaged Business directly.

- 6) The location where each Small Disadvantaged Business will perform these services.
 - 7) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
 - 9) The form and amount of compensation each Small Disadvantaged Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.
- iv) **The proposer is required to submit two (2) copies of its Disadvantaged Business Submittal.** The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
- v) The proposer must include the dollar value of the commitment to each Small Disadvantaged Business in the same sealed

envelope with its Disadvantaged Business Submittal. The following will become a contractual obligation once the contract is fully executed:

- 1) The amount of the selected proposer's Disadvantaged Business commitment;
 - 2) The name of each Small Disadvantaged Business; and
 - 3) The services each Small Disadvantaged Business will provide, including the timeframe for performing the services.
-
- vi) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
 - vii) A proposer that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other proposers.

b. Enterprise Zone Small Business Participation.

- i) To receive credit for being an Enterprise Zone Small Business or entering into a joint venture agreement with an Enterprise Zone

Small Business or subcontracting with an Enterprise Zone Small Business, a proposer must include the following information in the Disadvantaged Business Submittal of the proposal:

- 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
- 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
- 3) Proof of United States citizenship of the owners of the business.
- 4) Certification that the business employs one hundred (100) or fewer employees.
- 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

- 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the proposer must include in the Disadvantaged Business Submittal of the proposal the following information:
- 1) The name and telephone number of the proposers project (contact) person for the Enterprise Zone Small Business included in the proposal.
 - 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The proposer must specify each Enterprise Zone Small Business to which it is making commitments. The proposer will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.

- 4) The estimated dollar value of the contract to each Enterprise Zone Small Business.
- 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
- 6) The location where each Enterprise Zone Small Business will perform these services.
- 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
- 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
- 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
- 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
- 11) For a subcontract, a signed subcontract or letter of intent.

iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:

1) The amount of the selected proposer's Enterprise Zone Small Business commitment;

2) The name of each Enterprise Zone Small Business; and

3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-12. COST SUBMITTAL - The proposed cost information must be provided in accordance with Appendix F, as amended on November 25, 2008. **The Cost Submittal must be placed in a separate sealed envelope within the sealed proposal and kept separate from the Technical Submittal. The Cost Submittal must be clearly marked "Cost Submittal - RFP 20081103."** Proposers should not include any assumptions and/or contingencies in their cost submittals. If the proposer includes assumptions and/or contingencies in its cost submittal, the PLCB may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I, Section I-9, of this RFP any questions about whether a cost or other component is included or applies. All

proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Only work satisfactorily performed after execution of a written contract, after the selected proposer's receipt of a Notice to Proceed from the PLCB, and after the contract term has begun, will be reimbursed.

NOTE: Cost information should not be included in technical response.

- II-13. DOMESTIC WORKFORCE UTILIZATION CERTIFICATION** – Complete and sign the Domestic Workforce Utilization Certification contained in Appendix K of this RFP. **Proposers who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Submittal.**

PART III

CRITERIA FOR SELECTION

III-1. MANDATORY RESPONSIVENESS REQUIREMENTS - To be eligible for selection, a proposal must be:

1. Timely received from a proposer;
2. Properly signed by the proposer.

The PLCB reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a proposer's proposal.

III-2. REVIEW AND EVALUATION – The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the PLCB with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible proposer whose proposal is determined to be the most advantageous to the Commonwealth as determined by the PLCB after taking into consideration all of the evaluation factors. Award will only be made to a proposer determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program, which can be accessed at www.oa.state.pa.us.

III-3. CRITERIA FOR SELECTION - The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to **seventy percent (70%)** of the highest scoring technical submittal.

A. Technical - The PLCB has established the weight for the Technical criterion for this RFP as **fifty-five percent (55%)** of the total points.

1. Understanding the Problem - This refers to the proposer's understanding of:

- a) the PLCB's needs that generated the RFP;
- b) the PLCB's objectives in seeking the services;
- c) the nature and scope of the work involved; and
- d) the services required as stated in the RFP.

2. Proposer Qualifications - This refers to the ability of the proposer to meet the terms of the RFP with regard to developing and implementing a comprehensive professional development program for PLCB Retail Staff that addresses issues of customer service, communication, engagement, and change management. This also includes the proposer's financial ability to undertake a project of this size.

3. **Professional Personnel** - This refers to the competence of personnel who would be assigned to the contract by the proposer. Qualifications of personnel will be measured by experience, education and training, with particular reference to experience in services similar to that described in the RFP.
 4. **Soundness of Approach** - Emphasis here is on the proposer's grasp of the most critical steps detailed in the Work Statement, Part IV of this RFP, in providing the requested services and how the proposer intends to mobilize its resources to efficiently manage and perform the services. Also important is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it meets the PLCB's objectives.
- B. **Cost** - The PLCB has established the weight for the Cost criterion for this RFP as **thirty percent (30%)** of the total points. (See Appendix F).
- C. **Disadvantaged Business Participation** - The PLCB has established the weight for the Disadvantaged Business Participation criterion for this RFP as **fifteen percent (15%)** of the total points. Evaluation will be based upon the following in order of priority:

Priority Rank 1. Proposals submitted by Small Disadvantaged Businesses.

Priority Rank 2. Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

Priority Rank 3. Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

Priority Rank 4. Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking.

To the extent that a proposer qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than forty percent (40%)

of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than forty percent (40%) of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

- D. **Enterprise Zone Small Business Participation** - In accordance with the priority ranks listed below, bonus points, in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The following options will be considered as part of the final criteria for selection:

Priority Rank 1.

Proposals submitted by an Enterprise Zone Small Business will receive three (3) bonus points for this criterion.

Priority Rank 2.

Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two (2) bonus points for this criterion.

Priority Rank 3.

Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive one (1) bonus point for this criterion.

Priority Rank 4.

Proposals with no Enterprise Zone Small Business utilization shall receive no points under this criterion.

To the extent that a proposer is an Enterprise Zone Small Business, the proposer cannot enter into contract or subcontract arrangements for more than forty percent (40%) of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- E. 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 bonus points for this criterion is **three percent (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 proposers 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. Proposers who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form (Appendix K) in the same sealed envelope with the Cost Submittal. The certification will be included as a contractual obligation when the contract is executed.

A COMPLETE SUBMISSION WILL CONSIST OF:

1. The Proposal Cover Sheet with your response to requirements in PART II (II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9 and II-10); submitted in ten (10) hard copies and two (2) CD-ROM copies; all packaged and sealed separately, marked: "TECHNICAL SUBMITTAL – RFP 20081103."
2. Your entire response to Section II-11; submitted in two (2) original hard copies; packaged and sealed separately, marked: "DISADVANTAGED BUSINESSES SUBMITTAL – RFP 20081103."

3. Your entire response to Sections II-12 (Appendix F) and II-13, (Appendix K). Your response to Appendix F shall be submitted in two (2) hard copies and two (2) CD-ROM copies; packaged and sealed separately, marked: "COST SUBMITTAL – RFP 20081103." Proposers who seek consideration for Domestic Workforce Utilization Certification must submit one (1) original of the signed Domestic Workforce Utilization Certification Form (Appendix K) in the same sealed envelope with the Cost Submittal.

PART IV
WORK STATEMENT

IV-1. OBJECTIVE – The PLCB is seeking a Contractor capable of delivering customer service, communication, change management, and engagement training appropriate for a commercial retail environment. This training is intended to be comprehensive in nature, addressing specific retail-oriented customer service issues, from the basic building blocks of customer interaction to more complex skills involving complaint-resolution and effective sales techniques. This training should also address aspects of internal PLCB communication, change management and engagement with current PLCB initiatives. The content should be customized to meet the specific needs of the PLCB.

This program is intended to provide the following outcomes for PLCB store employees:

1. Improve basic customer service skills, such as greeting customers appropriately, servicing customers, and completing sales with professionalism and courtesy.
2. Promote a positive atmosphere and attitude towards customer service in the PLCB stores; one in which providing excellent, knowledgeable customer service is celebrated and encouraged.

3. Improve sales skills, including the ability to translate product knowledge into relevant and effective conversations with customers that result in increased sales and increased satisfaction among customers.
4. Improve complaint-resolution skills and techniques for managing difficult customers, including the ability to direct these experiences into the most positive outcomes possible.
5. Improve internal communication between PLCB headquarters, managers, and all store employees.
6. Increase the willingness to manage and embrace organizational change, especially that change that has a direct impact on PLCB store operations.
7. Encourage engagement with the PLCB's current agency-wide initiatives; instilling a desire and ability to support these initiatives in interactions with customers and in merchandising techniques.

IV-2. NATURE AND SCOPE OF THE PROJECT - The project shall include the list of tasks detailed in the proposed contract as contained in Appendix M and also in Part IV, Section IV-4 of this RFP.

IV-3. GENERAL REQUIREMENTS

A. The selected Contractor shall be expected to perform as described in the proposed contract contained in Appendix M of this RFP. The selected Contractor shall furnish all software, materials, training manuals, qualified training staff, audio/video (AV) equipment, including a screen and projector, and any other necessary equipment for its employees to perform its contractual requirements.

B. **Emergency Preparedness**

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

- employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
- identified essential business functions and key employees (within your organization) necessary to carry them out
- contingency plans for:
 - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

IV-4. TASKS - The tasks listed and described in the proposed contract contained in Appendix M and also in this section of the RFP comprise anticipated tasks to be performed by the selected Contractor and will be finalized during contract negotiations.

The proposer should explain, in detail, how it expects to accomplish the following tasks, including estimated hours to complete the tasks, and identify any PLCB resources or assistance that will be required.

The PLCB reserves the right to review all proposals and recommendations and to determine when and if implementation will occur. The selected Contractor will not implement proposed optional tasks until and unless the PLCB has provided written approval.

Task 1: The selected Contractor will define the approach and proposed methodology for this program.

Deliverable: The selected Contractor will provide a comprehensive work plan identifying approach, methodology and a time line for all deliverables for this program. The work plan will be due no later than ten (10) PLCB business days from the Issuance Date of the Notice to Proceed, unless the PLCB agrees to a later date. This plan should be based upon the duration of approximately one (1) year for full implementation, with an approximate start date of January 2009.

Task 2: The selected Contractor will provide dedicated staff time for the support and implementation of this program.

Deliverable: The selected Contractor will provide one (1) qualified full-time individual to be stationed on-site at the PLCB Northwest Office Building in Harrisburg, PA no later than the date of the first scheduled instructor-led train-the-trainer session. This individual will be responsible for working closely with all interested parties in the PLCB, including without limitation human resources, training, marketing, and store operations, to ensure the successful implementation of this program through managers to Retail Staff. The commitment of this individual will be for the duration of the contract.

The PLCB shall provide one (1) workstation with Internet access and a PLCB consultant e-mail account, located in the PLCB Northwest Office Building in Harrisburg, PA for the on-site full-time Contractor-provided individual.

The PLCB will reimburse this individual for its actual travel and subsistence costs incurred for the instructor-lead train-the-trainer sessions held in locations other than Harrisburg, PA in accordance with the requirements of Commonwealth Management Directive 230.10 Travel and Subsistence Allowances. No other travel and subsistence costs will be reimbursed unless specifically approved in advance by the PLCB.

Task 3: The selected Contractor will prepare PLCB Managers to facilitate training that accomplishes the Objectives outlined in Part IV, Section IV-1 of this RFP for all PLCB Retail Staff.

Deliverable: By mid-January 2009, the selected Contractor will provide instructor-led train-the-trainer sessions for approximately six hundred seventy (670) PLCB managers—this includes regional managers (RMs), district managers (DMs), and general managers (GMs)—to prepare them to provide customer service, communication, engagement, and change management training to their employees.

Delivery of such instructor-led training sessions shall be directly by the selected Contractor to approximately six hundred seventy (670) managerial level employees in January 2009, at up to ten to twelve (10-12) meetings to be held at five to seven (5-7) Pennsylvania locations chosen by the PLCB.

In addition to the initial instructor-led train-the-trainer sessions, the PLCB may request additional instructor-led train-the-trainer session(s) if it deems that such is necessary. The cost for each additional session should be the same as the initial session.

The instructor-led training sessions must be classroom-based, and all training should rely on industry-approved adult training methodology and interaction. While electronic materials may be used for support in the classroom or as reference materials, the training itself must not be e-Learning. The training should also include a methodology to determine whether managers have earned certification upon completion, and a method for ensuring that managers awarded certification are fully prepared to facilitate training for their employees. A sample certificate template should be provided for the PLCB to complete and award to those managers who have earned it.

The trainings will take place in the Philadelphia, Pittsburgh, Harrisburg, Scranton and Erie areas, and at other locations within Pennsylvania as deemed necessary by the PLCB. The PLCB shall be responsible for providing the training facilities. All training facilities will have Internet connection capabilities.

Task 4: The selected Contractor will develop and provide all content, materials, and support for the training and facilitation of training of all PLCB store employees. This training curriculum must fulfill the Objectives outlined in Part IV, Section IV-1 of this RFP.

Deliverable: Beginning February 2009, the selected Contractor will provide all content, materials, and support for Contractor-trained PLCB managers to facilitate twice monthly training sessions [totaling twenty-four (24) sessions] lasting approximately fifteen to thirty (15-30) minutes each for approximately three thousand two hundred fifty (3,250) PLCB store employees. These sessions should fully cover all topics necessary to accomplish the Objectives outlined in Part IV, Section IV-1 of this RFP.

The content for these sessions must be tailored for face-to-face delivery, and rely on industry-approved adult training methodology and interaction. While electronic materials may be used for support or as reference materials, the content itself must not be in the form of e-Learning. As some managers may have no access to electronic materials, hard copies of any such material must also be provided by the selected Contractor.

Task 5: The selected Contractor will provide all materials necessary for the accomplishment of the Tasks and Deliverables outlined in this RFP.

Deliverable: The selected Contractor will develop content for all materials necessary for the accomplishment of the Tasks and Deliverables outlined in this RFP. The selected Contractor is responsible for reproduction of all materials. All content for trainings and facilitations must be customized to address situations that apply specifically to the PLCB. Content must be provided to the PLCB for approval at least two (2) weeks prior to being used or disseminated.

The selected Contractor and the PLCB will agree separately on licensing or other terms of usage of any materials or concepts that trained PLCB trainers may utilize in future sessions conducted beyond the terms of this contract. Proposers should indicate any such licenses of materials.

Task 6: The selected Contractor will accurately record completion of instructor-led training sessions for each PLCB manager and completion of manager-facilitated training for each PLCB store employee.

Deliverable: Prior to the instructor-led train-the-trainer session in January 2009, the selected Contractor will provide a tracking system that tracks the delivery of train-the-trainer training to each PLCB manager, and the subsequent delivery of training to their

store employees. This tracking system must also track training certification of PLCB managers prior to their facilitation of store employee training. During the course of the program, the selected Contractor will be responsible for operating and maintaining the tracking system. This system should include a mechanism for identifying overdue or incomplete training of each Retail Staff individual, and communicating this as a reminder to each employee, as well as to the appropriate PLCB authority in order to ensure delivery and receipt of the training required.

Task 7: The selected Contractor will measure the effectiveness of all components of the training program, report this to the PLCB Contact Person on a regular basis, and provide options for improving methodology based on feedback.

Deliverable: The selected Contractor will provide an outcome evaluation and reporting system that measures the effectiveness of all components of the provided services on a regular basis. Beginning in February 2009, this information must be accessible through reports provided every month, at a minimum, and must be accompanied by recommendations for improvements based on feedback. This evaluation system must include the establishment of appropriate benchmarks—which are tied

directly to training objectives—and must use these as a measurement tool to determine effectiveness.

Task 8: The selected Contractor will ensure communication with all stakeholders on the program.

Deliverable: As requested by the PLCB, the selected Contractor will provide tools and verbiage for communicating the mission and progress of the program to key stakeholders and to the public. This may take any form deemed appropriate and effective by the PLCB and the selected Contractor. For example, it may include informational sessions with internal PLCB stakeholders, press releases for the public, or e-mail blasts to all PLCB employees. The objective of the communication will be—depending on the audience—to gain support, request action, or provide information.

Task 9: Consulting Services (Optional) – At the PLCB's discretion, the selected Contractor will provide consulting and project management services to assist with the further development, implementation, and evaluation of the deliverables outlined in this RFP.

Deliverable: Upon request, the selected Contractor will provide the PLCB with a written quote describing the service to be provided, the level of effort required by the PLCB, the number of individuals and estimated Contractor hours required to complete the task, and the cost associated with the requested task. Final agreement regarding services, level of effort/cost, and payment will be mutually agreed upon by the PLCB and the selected Contractor prior to the initiation of the requested service.

IV-5. REPORTS AND PROJECT CONTROL - The selected Contractor shall submit reports, receipts, forms and/or controls as the PLCB shall require.

- A. **Project Plan.** The selected Contractor must prepare, maintain and provide to the PLCB a detailed project plan for each task outlined in this RFP. The plan must clearly identify the work elements of each task, the resources assigned to each element, the time allotted to each element, task dependencies and deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.
- B. **Progress Reports.** The selected Contractor shall prepare and submit to the PLCB written twice monthly progress reports for the duration of the contract, addressing project status, significant accomplishments during the reporting period, problems affecting cost and schedule, and

recommendations for resolution. Reports must be in electronic format to the PLCB Contact Person by Tuesday of every other week for the previous two (2) weeks and will show progress through the entire two (2) weeks.

- C. **Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include the selected Contractor's recommendations with supporting rationale.

- D. **Project Meetings –** During the course of work, the selected Contractor's Project Manager and PLCB will hold regularly scheduled conference calls at mutually agreeable times. In addition, the selected Contractor shall attend project meetings with the PLCB a minimum of one (1) time per week. The meetings will take place in Harrisburg, Pennsylvania or by videoconference. The PLCB Contact Person will schedule all meetings. The purpose of these meetings may include, but will not be limited to, project status and presenting recommendations and strategies.

IV-6. CONTRACT REQUIREMENTS – DISADVANTAGED BUSINESS PARTICIPATION AND ENTERPRISE ZONE SMALL BUSINESS

PARTICIPATION - All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected Contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors, and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least fifty percent (50%) of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected Contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

The selected Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within ten (10) workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected Contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESS STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESS UTILIZATION.

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed or color discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.
- c. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer and the Department of General Services' Bureau of Minority and Women Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Officer or the Bureau of Minority and Women Business Opportunities.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. 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.

APPENDIX B

LIQUOR CODE SECTION, LAWS OF PENNSYLVANIA

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LIQUOR CODE SECTION, LAWS OF PENNSYLVANIA

The Contractor shall comply with Liquor Code Sections 210 and 214 [47 P.S. §§ 2-210, 2-214], which provide as follows:

Section 2-210. Restrictions on members of the board and certain employees of Commonwealth

- (a) A member or employee of the board or enforcement bureau or a member of the immediate family of a member or employee of the board or enforcement bureau shall not be directly or indirectly interested or engaged in any other business or undertaking within the Commonwealth dealing in liquor, alcohol, or malt or brewed beverages, whether as owner, part owner, partner, member of syndicate, holder of stock exceeding five percent (5%) of the equity at fair market value of the business, independent contractor or manager of a licensed establishment required under 40 Pa. Code §5.23 (relating to appointment of managers), and whether for his own benefit or in a fiduciary capacity for some other person. For the purpose of this subsection only, "employee of the board or Enforcement Bureau" shall mean any individual employed by the board or Enforcement Bureau who is responsible for taking or recommending official action of a non-ministerial nature with regard to:
 - (1) contracting or procurement;
 - (2) administering or monitoring grants or subsidies;
 - (3) planning or zoning;
 - (4) inspecting, licensing, regulating or auditing any person; or
 - (5) any other activity where the official action has an economic impact of greater than a de minimis nature on the interests of any person.
- (b) No member or employee of the board or enforcement bureau or a member of the immediate family of a member or employee of the board or enforcement bureau nor any employee of the Commonwealth shall solicit or receive, directly or indirectly, any commission, remuneration or gift whatsoever, from any person having sold, selling or offering liquor or alcohol for sale to the board for use in Pennsylvania Liquor Stores.
- (c) No person convicted of an infamous crime may be employed as a member or employee by the board or enforcement bureau.
- (d) No member or employee of the board or enforcement bureau may use his position with the board or enforcement bureau, or any confidential

information received through his position with the board or enforcement bureau, to obtain financial gain, other than compensation provided by law, for himself, a member of his immediate family or a business with which he is associated.

- (e) No person may offer or give to a member or employee of the board or enforcement bureau or a member of his immediate family or a business with which he is associated, and no member or employee of the board or enforcement bureau may solicit or accept anything of value, including a gift, loan, political contribution, reward or promise of future employment, based on an understanding that the vote, official action or judgment of the member or employee of the board or enforcement bureau would be influenced thereby.
- (f) No member or employee of the board or enforcement bureau or a member of his immediate family or any business in which the member or employee or a member of his immediate family is a director, officer or owner or holder of stock exceeding five percent (5%) of the equity at fair market value of the business may enter into any contract valued at five hundred dollars (\$500.00) or more to provide goods or services to the board or enforcement bureau unless the contract has been awarded to the lowest responsible bidder through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded.
- (g) No former member or employee of the board or enforcement bureau may represent a person, with or without compensation, on any matter before the board or enforcement bureau for one year after leaving the board or enforcement bureau.
- (h) No member or employee of the board or enforcement bureau or an advisor or consultant thereto having recommended to the board or enforcement bureau either the making of a contract or a course of action of which the making of a contract is an express or implied part, may, at any time thereafter, have an adverse interest in that contract.
- (i) No member or employee of the board or enforcement bureau may influence or attempt to influence the making of, or supervise or deal with, a contract with the board or enforcement bureau in which he has an adverse interest.
- (j) No member or employee of the board or enforcement bureau may have an adverse interest in a contract with the board or enforcement bureau.
- (k) No person having an adverse interest in a contract with the board or enforcement bureau may become an employee of the board or enforcement bureau until the adverse interest has been wholly divested.

- (l) No member or employee of the board or enforcement bureau, except in the performance of his duties as such employee, may, for remuneration, directly or indirectly, represent a person upon a matter pending before the board or enforcement bureau.
- (m)
 - (1) Any person who violates the provisions of this section shall have his employment by the board or enforcement bureau immediately terminated by the appropriate person having the power to terminate and shall be liable to the board or enforcement bureau to reimburse the board or enforcement bureau for all compensation received by him from the board or enforcement bureau while employed in violation of subsection (c).
 - (2) Any person who violates the provisions of subsections (b), (d) or (e) shall be guilty of a felony and, upon conviction thereof, shall be sentenced to pay a fine of not more than ten thousand dollars (\$10,000.00) or to undergo imprisonment for not more than five (5) years, or both.
 - (3) Any person who violates the provisions of subsections (a) or (f) through (l) shall be guilty of a misdemeanor and, upon conviction thereof, shall be sentenced to pay a fine of not more than one thousand dollars (\$1,000.00) or to undergo imprisonment for not more than one (1) year, or both.
 - (4) Any person who obtains financial gain from violating any provisions of this section, in addition to any other penalty provided by law, shall pay into the accounts of the board a sum of money equal to three (3) times the financial gain resulting from the violation.
 - (5) Any person who violates the provisions of this section shall be barred for a period of five (5) years from engaging in any business or contract with the board or enforcement bureau.
 - (6) The penalties and sanctions provided by this subsection shall supersede any similar penalties and sanctions provided by the act of July 19, 1957 (P.L. 1017, No. 451), known as the "State Adverse Interest Act" and the act of October 4, 1978 (P.L. 883, No. 170), referred to as the Public Official and Employee Ethics Law.
- (n) As used in this section, the following words and phrases shall have the meanings given to them in this subsection:
 - "Business" shall mean a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust or legal entity organized for profit or as a not-for-profit corporation or organization.

"Immediate family" shall mean a spouse residing in the person's household and minor dependent children.

"Infamous Crime" shall mean a violation and conviction for an offense which would disqualify an individual from holding public office pursuant to section 6 of Article II of the Constitution of Pennsylvania; a conviction within the preceding ten (10) years for a violation of this section or of 18 Pa.C.S. § 4113 (relating to misapplication of entrusted property and property of government or financial institutions), Ch. 47 (relating to bribery and corrupt influence), Ch. 49 (relating to falsification and intimidation), Ch. 51 (relating to obstructing governmental operations) or Ch. 53 (relating to abuse of office); or a violation of the laws of this Commonwealth or another state or the Federal Government for which an individual has been convicted within the preceding ten (10) years and which is classified as a felony.

Section 2-214. Prohibitions

- (a) The board may not make a contract or otherwise do business with a corporation, vendor or service contractor that has not complied with the regulatory and statutory requirements of any other administrative agency.
- (b) The board may not make a contract or otherwise do business with a transportation carrier for hire of liquor, wine or malt or brewed beverages which (carrier) has not obtained the proper permits from the Pennsylvania Public Utility Commission under 66 Pa. C.S. Ch. 25 (relating to contract carrier by motor vehicle and broker).

APPENDIX C

STATE ADVERSE INTEREST ACT

APPENDIX C
STATE ADVERSE INTEREST ACT
INTEREST IN STATE CONTRACTS
CHAPTER 6

The Contractor shall comply with the State Adverse Interest Act Sections 776.1 through 776.8 (71 P.S. Sections 776.1 – 776.8), which provide as follows:

Section 776.1 Short title

This act shall be known and may be cited as the "State Adverse Interest Act".

Section 776.2 Definitions

The following terms shall have the following meanings, when used in this act:

(1) **"Abstain."** To recuse from influencing, attempting to influence, voting in, supervising, or in any manner, dealing with a contract in which there is an adverse interest.

(2) **"Contract."** A contract or arrangement for the acquisition, use or disposal by a State agency of services or of supplies, materials, equipment, land or other personal or real property. The term "contract" shall not mean an agreement between the Commonwealth or a State agency as one party and a State advisor, consultant or employee as the other party, concerning his expense, reimbursement, fee, salary, wage, retirement benefit, tenure or other matters touching his personal service to the Commonwealth or State agency.

(3) **"Disclosure."** To submit the material facts of an adverse interest in a contract to the State agency by which he is employed and to the party or agency which has a contract with the State agency by which he is employed.

(4) **"Have an Adverse Interest."** Be the party to a contract, as herein defined, other than the Commonwealth or a State agency or be a stockholder, partner, member, agent, representative or employee of such party.

(5) **"Municipal Body."** A locally elected or appointed governmental body, including but not limited to political subdivisions and authorities.

(6) **“Municipal Officer.”** Persons who serve the public domain as an elected or appointed member of a municipal body.

(7) **“State Advisor.”** A person who performs professional, scientific, technical or advisory service for a State agency or serves as a member of an advisory board, professional licensing board or similar part of a State agency and who receives no compensation for his service other than reimbursement for expenses incurred by him in furnishing such service.

(8) **“State Agency.”** A department, board, commission or other part of the executive branch of the government of the Commonwealth or the Pennsylvania Turnpike Commission, the General State Authority or other State authority, created by a statute which declares in substance that such authority performs or has for its purpose the performance of an essential governmental function and that its bonds shall not pledge the faith or credit or be obligations of the Commonwealth.

(9) **“State Consultant.”** A person who, as an independent contractor, performs professional, scientific, technical or advisory service for a State agency and who receives a fee, honorarium or similar compensation for such service.

(10) **“State Employee.”** An appointed officer or employee in the service of a State agency and who receives a salary or wage for such service.

Section 776.3 Adverse interest of state advisor or consultant

No State advisor or State consultant having recommended to the State agency which he serves, either the making of a contract or a course of action of which the making of a contract is an express or implied part, shall, at any time thereafter, have an adverse interest in such contract.

Section 776.4 Influence of employee in contract in which he is interested

No State employee shall influence, or attempt to influence, the making of or supervise or in any manner deal with any contract in which he has an adverse interest.

Section 776.5 Adverse interest of employee

No State employee shall have an adverse interest in any contract with the State agency by which he is employed.

Section 776.6 Adverse interest creating ineligibility for employment

No person having an adverse interest in a contract with a State agency, shall become an employee of such agency until such adverse interest shall have been wholly divested.

Section 776.7 Employee representing another before state agency

No State employee, except in the performance of his duties as such employee, shall, for remuneration, directly or indirectly, represent any other person upon any matter pending before or involving any State agency.

Section 776.7a Employee serving as municipal officer

(a) Notwithstanding any other provisions of this act, a State employee who serves in an elected or appointed capacity as a municipal officer shall not be deemed to have an adverse interest by virtue of any action taken by the municipal body of which he is a member if he properly abstains and submits a disclosure.

(b) Whenever a municipal body would be unable to take any action on a matter before the municipal body because a majority of the members of the municipal body are required to abstain under the provisions of subsection (a), then such municipal officers shall be permitted to participate in the action and may vote on, supervise or otherwise deal with a contract if such municipal officers submit a disclosure to the municipal bodies and as otherwise provided herein.

Section 776.8 Penalty for violations

Any person who violates any of the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof, shall be sentenced to pay a fine not exceeding one thousand dollars (\$1,000) or to be imprisoned for a term not exceeding one year, or both, and in addition, shall automatically forfeit any office or employment under a State agency which he may then hold.

APPENDIX D
CONTRACTOR INTEGRITY PROVISIONS

APPENDIX D

CONTRACTOR INTEGRITY PROVISIONS

- A. For purposes of this Appendix D only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions:
1. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 2. **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 execution of this agreement.
 3. **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
 4. **Financial interest** means:
 - a. Ownership of more than a five percent (5%) interest in any business; or
 - b. holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 5. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- B. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- C. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- D. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any

pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

- E. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- F. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract, except as provided therein.
- G. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project.
- H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- I. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- J. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide or, if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Contract. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract, unless otherwise provided by law.
- K. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

APPENDIX E

RECYCLED CONTENT PRODUCTS PROVISIONS

APPENDIX E

RECYCLED CONTENT PRODUCTS PROVISIONS

Commonwealth of Pennsylvania
STD-274 (SAP) Rev.12/17/07

EXHIBIT A-1 CONSTRUCTION PRODUCTS RECYCLED CONTENT

(A) REQUIREMENT

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth ~~must~~ contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Pelite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane; Rigid Foam Insulation	Recovered Material	-	9
Foam-In-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² --White, Off-White, Pastel Colors --Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material Recovered Material Recovered Material	100 20 50	- - -
Shower and Restroom Dividers/Partitions:	Plastic Steel ⁴	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	15 40 - 60	- - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash Tire Rubber Steel	- - 16 67	15 85 9 33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³ The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives.

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) BIDDER'S CERTIFICATION

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wave Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tops and tickets	Used for toll and lottery tickets, licenses, and	20

Identification and tabulating cards		
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25 40
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.