

INFORMATION TECHNOLOGY SERVICES ITQ

REQUEST FOR QUOTATIONS FOR

**IDENTIFICATION AND DOCUMENTATION OF BUSINESS PROCESSES FOR THE
BUREAU OF LICENSING**

ISSUING OFFICE

**PENNSYLVANIA LIQUOR CONTROL BOARD
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
ROOM 316, NORTHWEST OFFICE BUILDING
HARRISBURG, PENNSYLVANIA 17124**

RFQ NUMBER 20101214

DATE OF ISSUANCE

May 3, 2011

This is a restricted bid solicitation under the Commonwealth's Information Technology, Invitation to Qualify (IT ITQ), - Contract #4400004480. Only those contractors qualified in the following service category(s) prior to the proposal due date set forth in the Calendar of Events may submit a proposal in response to this RFQ.

Consulting Services – IT General

For more information about the IT ITQ, please click on the following link.

http://www.portal.state.pa.us/portal/server.pt/community/invitation_to_qualify/4641/wher_to_start/495422

REQUEST FOR QUOTATIONS FOR
IDENTIFICATION AND DOCUMENTATION OF BUSINESS PROCESSES FOR THE
BUREAU OF LICENSING

RFQ #20101214

TABLE OF CONTENTS

CALENDAR OF EVENTS	PAGE iv
PART I—GENERAL INFORMATION	PAGES 1-11
PART II—PROPOSAL REQUIREMENTS	PAGES 12-20
PART III—CRITERIA FOR SELECTION	PAGES 21-25
PART IV—WORK STATEMENT	PAGES 26-37
 APPENDIX A, LICENSING OVERVIEW	
APPENDIX B, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION	
APPENDIX C, CORPORATE SIGNATORY DELEGATION AUTHORIZATION	
APPENDIX D, PROPOSAL COVER SHEET	
APPENDIX E, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE	
APPENDIX F, COST PROPOSAL TEMPLATE	

CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit questions via email to the Issuing Officer, Mary Ann Fischer, at mafischer@state.pa.us	Potential Contractors	No later than 3:00 p.m. on May 5, 2011
Pre-proposal Conference – Keystone Building, 400 North Street, Room 125B, Harrisburg, PA	Issuing Office/ Potential Contractors	10:00 a.m. on May 24, 2011
Answers to Potential Contractor questions posted to DGS website http://www.emarketplace.state.pa.us no later than this date.	Issuing Office	May 31, 2011
Please monitor websites for all communications regarding the RFQ.	Potential Contractors	On going
Sealed proposal must be received by the Issuing Office at PLCB, Bureau of Purchasing & Contract Administration, Room 316, Northwest Office Building, 910 Capital Street, Harrisburg, PA 17124	Potential Contractors	No later than 1:30 p.m. on June 10, 2011

PART I

GENERAL INFORMATION

I-1. Purpose

This Request for Quotations ("RFQ") provides to those interested in submitting proposals for the subject procurement ("Contractors") sufficient information to enable them to prepare and submit proposals for the Pennsylvania Liquor Control Board's ("PLCB") consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for ***"Identification and Documentation of Business Processes for the Bureau of Licensing"*** ("Project").

I-2. Issuing Office

The Pennsylvania Liquor Control Board ("Issuing Office") has issued this RFQ on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFQ is Mary Ann Fischer, PLCB, Bureau of Purchasing & Contract Administration, Room 316, Northwest Office Building, 901 Capital Street, Harrisburg, PA 17124 or email at mafischer@state.pa.us, the Issuing Officer for this RFQ. Please refer all inquiries to the Issuing Officer.

I-3. Scope

This RFQ contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Contractors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.

I-4. Problem Statement

The PLCB is a multi-faceted agency responsible for the sale and control of alcoholic beverages throughout the Commonwealth and is one of the largest purchasers of wine and spirits in the country. The PLCB operates approximately six hundred and forty five (645) retail outlets within a category management business model. The PLCB works with its industry partners to issue, renew, or validate approximately twenty-one thousand (21,000) liquor licenses annually. The PLCB wishes to select a Contractor to identify, document and prioritize the business processes and technical requirements of the Bureau of Licensing ("Bureau"). The completion of these tasks will allow the Bureau to better support licensed establishments and serve the citizens of Pennsylvania. The Bureau must remain in compliance with the statutory and regulatory mandates of the Liquor Code and PA Code, Title 40. Additional details are provided in **PART IV** of this RFQ.

I-5. Pre-proposal Conference

The Issuing Office will hold a pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFQ. Contractors should forward all questions to the Issuing Office in accordance with **PART I, Section I-6** to ensure adequate time for analysis before the Issuing Office provides an answer. Contractors may also ask questions at the conference. In view of the limited facilities available for the conference, Contractors should limit their representation to two (2) individuals per Contractor. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted

on the [PLCB](#) and Department of General Services' ("[DGS](#)") websites as an addendum to, and shall become part of, this RFQ. Attendance at the pre-proposal conference is optional.

I-6. Questions and Answers

If a Contractor has any questions regarding this RFQ, the Contractor must submit the questions by email (**with the subject line "IT ITQ RFQ 20101214 Question"**) to the Issuing Officer. If the Contractor has questions, they must be submitted via email **no later than** the date and time specified in the Calendar of Events. The Contractor shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the PLCB and DGS websites. A Contractor who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Contractor to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Contractor to specific provisions in the RFQ. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer will be provided to all Contractors through an addendum.

All questions and responses as posted on the PLCB and DGS websites are considered as an addendum to, and part of, this RFQ. Each Contractor shall be responsible to monitor the PLCB and DGS websites for new or revised RFQ information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFQ 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.

I-7. Addenda to RFQ

If the Issuing Office deems it necessary to revise any part of this RFQ before the proposal response date, the Issuing Office will post an addendum to the PLCB website and the DGS website. Answers to the questions asked during the Question and Answer period also will be posted to the PLCB and DGS websites as an addendum to the RFQ.

I-8. Electronic Version of RFQ

This RFQ is being made available by electronic means. The Contractor acknowledges and accepts full responsibility to ensure that no changes are made to the RFQ. In the event of a conflict between a version of the RFQ in the Contractor's possession and the Issuing Office's version of the RFQ, the Issuing Office's version shall govern.

I-9. Response Date

To be considered, proposals must arrive at the Issuing Office on or before the time and date specified in the RFQ Calendar of Events. Contractors who mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Issuing Office 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 business day on which the office is open,

unless the Contractors are otherwise notified by the Commonwealth. The time for submission of proposals shall remain the same. Late proposals shall not be considered.

I-10. Incurring Costs

The Issuing Office is not liable for any costs the Contractor incurs in preparation and submission of its proposal, in participating in the RFQ process or in anticipation of award of the purchase order.

I-11. Economy Of Preparation

Contractors should prepare proposals simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFQ. Proposals should not be more than one hundred (100) pages, excluding resumes.

I-12. 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;
- B. United States Small Business Administration-certified 8(a) Small Disadvantaged Business concerns; and
- C. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a Small Disadvantaged Business.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent persons and earn less than \$20 million in gross annual revenues (\$25 million 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 of 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 Contractor must include in its 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.

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
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>.

The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-13. 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 100 full-time or full-time equivalent persons and earn less than \$20 million in gross annual revenues (\$25 million 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
Email: akartorie@state.pa.us

I-14. Proposals

To be considered, Contractors must submit a complete proposal to this RFQ, using the format provided in **PART II**. An official authorized to bind the Contractor to its provisions must sign the proposal. For a Corporation, the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign. If one of the officers is not available, a resolution must be included. For a sole proprietorship, the owner must sign. For a partnership, one partner needs to sign. For a Limited Partnership, a general partner must sign. For a Limited Liability Company (LLC), only one member needs to sign. If it is, a manager-based LLC, then a manager must sign. For a Municipality, Authority, or other entity, a Corporate Signatory Delegation Authorization resolution must be included (**Appendix C**). If the official signs the Proposal Cover Sheet (**Appendix D**) and the Proposal Cover Sheet is attached to the Contractor's proposal, the requirement will be met. Each proposal page should be numbered for ease of reference.

Each Contractor must provide the following:

- A.** Nine (9) paper copies of the Technical Submittal
- B.** Two (2) paper copies of the Cost Submittal
- C.** Two (2) paper copies of the Disadvantaged Business Submittal
- D.** Two (2) complete and exact copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with the requested documents) on separate CD-ROMs or Flash drives

The electronic copies must be a mirror image of the paper copy and must be in Microsoft Office and Adobe .pdf format. The Cost Submittal must be in Microsoft Excel. Each submittal (Technical, Cost and Disadvantaged Business) should be in a separate folder on the CD or Flash drive. Contractors may not lock or protect any cells or tabs. Contractors should ensure that there is no costing information in the Technical Submittal. Contractors should not reiterate technical information in the Cost Submittal. The CD or Flash drive should clearly identify the Contractor and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Contractor shall make no other distribution of its proposal to any other Contractor or Commonwealth official or Commonwealth consultant.

For this RFQ, the proposal must remain valid for one hundred and twenty (120) days or until a purchase order is executed. Each Contractor submitting a proposal specifically waives any right to withdraw or modify it, except that the Contractor may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. A Contractor or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Contractor may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFQ requirements.

If the Issuing Office selects the Contractor's proposal for award, the contents of the selected Contractor's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

I-15. Alternate Proposals.

The Issuing Office has identified the basic approach to meeting its requirements, allowing Contractors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. Proposal Contents

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Contractors' submissions in order to evaluate proposals submitted in response to this RFQ. Accordingly, except as provided herein, Contractors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its proposal must submit the signed written statement described in Subsection C. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania 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 Contractor 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. After the award of a contract pursuant to this RFQ, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (See **Appendix E, Trade Secret/Confidential Proprietary Information Notice**). Financial capability information submitted in response to **PART II, Section II-8** of this RFQ is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-17. Contractor's Representations and Authorizations

By submitting its proposal, each Contractor understands, represents, and acknowledges that:

- A.** All of the Contractor's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in making an award. The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Contractor has arrived at the price(s) and amount(s) in its proposal independently and without consultation, communication, or agreement with any other Contractor or potential Contractor.
- C.** The Contractor has not disclosed the price(s), the amount(s) of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is a Contractor or potential Contractor for this RFQ, and the Contractor shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFQ.
- D.** The Contractor 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 Contractor makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Contractor, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Contractor has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Contractor and except as the Contractor has otherwise disclosed in its proposal, the Contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Contractor that is owed to the Commonwealth.
- H.** The Contractor is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Contractor cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I. The Contractor has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. The Contractor, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Contractor's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. The Selected Contractor shall not begin to perform until it receives a fully executed purchase order from the Commonwealth.

I-18. Restriction Of Contact

From the issue date of this RFQ until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Issuing Office to reject the offending Contractor's proposal. If the Issuing Office later discovers that the Contractor has engaged in any violations of this condition, the Issuing Office may reject the offending Contractor's proposal or rescind its purchase order award. Contractors must agree not to distribute any part of their proposals beyond the Issuing Office. A Contractor who shares information contained in its proposal with other Commonwealth personnel and/or competing Contractor personnel may be disqualified.

I-19. Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether it produces them itself or by subcontract. The Issuing Office and Project Manager will consider the selected Contractor to be the sole point of contact with regard to contractual and purchase order matters.

I-20. Resources

Contractors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in **PART I, Section I-20**.

The PLCB will provide work space for the Contractor Team members at the Northwest Office Building (NWOB). Work space will consist of a desk or table and a personal computer attached to the PLCB's network with the PLCB's standard software and configuration. No telephone will be provided.

Access to the NWOB is controlled by the Pennsylvania Capitol Police. The NWOB is open from 6:00 a.m. to 6:00 p.m. Monday – Friday. Access outside these hours requires Capitol Police to allow entry to the building or a security badge. All Contractor positions proposed in the RFQ must perform work efforts at the NWOB during the Bureau and Center of Excellence (COE) business hours, unless authorized by the COE Project Manager. Contractors and subcontractors needing access to the NWOB after normal hours or on weekends must submit their request to the COE Project Manager at least two (2) working days in advance.

Business hours for the Bureau of Licensing Information Center and COE in the NWOB are 7:30 a.m. to 5:00 p.m., Monday through Friday, except State Holidays. The Bureau's business

hours for district offices are 8:30 a.m. to 5:00 p.m. Monday through Friday, except for State Holidays.

PLCB Staff – The PLCB will provide access to a core set of technical and business experts. These Subject Matter Experts (SMEs) will be available as resources throughout the project.

The PLCB will provide technical SMEs with experience in developing and maintaining the current licensing applications. Other technical staff will be provided as needed.

The PLCB will provide business SMEs with experience in licensing operations. They will be responsible for aspects of the project specific to licensing requirements and analysis.

PLCB staff responsibilities include:

- A. Assist in defining business processes
- B. Assist in contacts with SMEs and other technical staff
- C. Assist in defining relationships between business areas
- D. Provide the Contractor with program area documentation, as needed
- E. Assist in reviewing Contractor documentation
- F. Review and approve all Contractor deliverables

The PLCB will provide Project Managers from its COE and from the Bureau to act as the contact points for the selected Contractor. The Project Managers will assist in locating SMEs, technical resources, as well as provide a centralized point of contact for the selected Contractor's Project Manager. The PLCB Project Managers will provide approval for change requests, deliverables, staff changes, etc.

Note: All technical and business SMEs will be assigned to the project part-time, and will be involved as needed.

I-21. Rejection Of Proposals

The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received in response to this RFQ, or to negotiate separately with competing Contractors.

I-22. Discussions for Clarification

Contractors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Contractor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-23. Best and Final Offer (BAFO)

- A. While not required, the Issuing Office reserves the right to conduct discussions with Contractors for the purpose of obtaining "Best and Final Offers." To obtain Best and Final Offers from Contractors, the Issuing Office may do one or more of the following, in combination and in any order:

1. Schedule oral presentations;
 2. Request revised proposals; and
 3. Enter into pre-selection negotiations.
- B.** The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Contractors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Contractors, which the Issuing Office has determined in accordance with **PART III, Section III-4**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 3. Those Contractors whose score for their Technical Submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.
- The Issuing Office may further limit participation in the Best and Final Offers process to those remaining responsible Contractors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.
- C.** Evaluation Criteria found in **PART III, Section III-3**, shall also be used to evaluate the Best and Final Offers.
- D.** Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any negotiations.

I-24. Notification of Selection

The Issuing Office will notify the selected Contractor in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-25. Purchase Order

The successful Contractor will be issued a purchase order with reference to **IT ITQ Contract 4400004480**. The term of the purchase order will commence on the Effective Date and will end no later than one (1) year from the Effective Date. No work may begin or be reimbursed prior to issuance of the purchase order. The selected Contractor will be paid after submitting invoices, provided they are in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until each deliverable has been successfully completed and approved by the PLCB.

I-26. Debriefing Conferences

Contractors whose proposals are not selected will be notified of the name of the selected Contractor 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 Contractor with other Contractors, other than the position of the Contractor's proposal in relation to all other Contractor proposals. A Contractor's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-27. News Releases

Contractors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-28. Terms and Conditions

The requirements and terms and conditions of **IT Services ITQ #4400004480** shall govern the purchase order issued as a result of this RFQ.

PART II

PROPOSAL REQUIREMENTS

II-1. General Requirements

Contractors must submit their proposals in the format, including heading descriptions, outlined below. The proposal must respond to all requirements in this part of the RFQ. Contractors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three (3)** separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFQ PART II, Sections II-1 through II-9 and II-12;**
- B. Disadvantaged Business Submittal, in response to RFQ PART II, Section II-10; and**
- C. Cost Submittal, in response to RFQ PART II, Section II-11.**

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

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

II-2. Statement of the Problem

State in succinct terms your understanding of the problem presented or the service required by this RFQ.

II-3. Management Summary

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided in non-technical terms for ease of understanding by all parties. Contractor must describe a methodology and plan for organizing work, staffing the Project, managing Project tasks, managing Project quality, communications, issues and risks.

II-4. Work Plan

Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **PART IV** of this RFQ as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the

number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. A tentative work plan using July 1, 2011 as the starting date should be developed and submitted as part of the RFQ. After the purchase order is issued, the selected Contractor will submit a revised project plan within two (2) calendar weeks using the actual start date. If more than one approach is apparent, comment on why you chose this approach.

II-5. Prior Experience

Include experience as it relates to performing the tasks detailed in **PART IV** of this RFQ. Experience shown should be work done by individuals who will be assigned to this Project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-6. Personnel

The selected Contractor must provide support and technical staff dedicated to this Project. Staff assigned to this Project must be able to work in a cooperative fashion with various COE and program area staff during all phases of the Project. The Contractor Team will work at the PLCB's Central Office in the Northwest Office Building, 910 Capital Street, Harrisburg, PA unless otherwise agreed to by the PLCB.

Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel, Project Manager and Business Analysts, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in documenting business processes and technical requirements. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right to Know Law. This includes home addresses and telephone numbers, Social Security Numbers, Drivers' License numbers or numbers from state identification cards issued in lieu of a Drivers' License, financial account numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

II-7. Training

If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, 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 Project requirements. Provide your company's financial statements for the past three (3) fiscal years. If

your company is a publicly traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available.

II-9. 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.

- A.** Describe how it is anticipated such a crisis will impact Contractor's operations.
- B.** Describe Contractor's emergency response continuity of operations plan. Attach a copy of your plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:
 - 1.** Employee training (describe Contractor's training plan, and how frequently the plan will be shared with employees)
 - 2.** Essential business functions and key employees (within Contractor's organization) necessary to carry them out
 - 3.** Contingency plans for:
 - a.** How Contractor will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - b.** How Contractor employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - 4.** How Contractor will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - 5.** How and when Contractor's emergency plan will be tested, and if the plan will be tested by a third-party.

II-10. Disadvantaged Business Submittal

A. Disadvantaged Business Information.

- 1.** 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 Contractor must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

- a. A Small Disadvantaged Business certified by BMWBO as an MBE/WBE must provide a photocopy of its BMWBO certificate.
 - b. A business certified by the 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) 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.
 - c. A business which asserts that it meets the U. S. Small Business Administration criteria for designation as a Small Disadvantaged Business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such business must also submit proof of United States citizenship, and provide any relevant Small Disadvantaged Business certifications by other certifying entities.
 - d. A business claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration Small Disadvantaged Business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.
 - e. A business claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration Small Disadvantaged Business, must submit proof that its gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology or service business). This can be accomplished by including a recent tax return or an audited financial statement.
2. A business 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:
 - a. Be rooted in treatment that the business has experienced in American society, not in other countries.
 - b. Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.

- c. Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

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

- 3. In addition to the above verifications, the Contractor must include in the Disadvantaged Business Submittal of the proposal the following information:
 - a. A Small Disadvantaged Business submitting a proposal as the prime Contractor, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Contractor and not by subcontractors and suppliers.
 - b. A Small Disadvantaged Business submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Contractors must also provide:
 - i. The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - ii. A copy of the joint venture agreement signed by all parties.
 - iii. The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
 - c. **All** Contractors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Contractor commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage Disadvantaged Business subcontractor commitment, the Contractor must also include:
 - i. The dollar amount of each subcontract commitment to a Small Disadvantaged Business.
 - ii. The name of each Small Disadvantaged Business. The Contractor will not receive credit for stating that it will find a Small Disadvantaged Business after the purchase order is awarded.
 - iii. The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.

- iv. The location where each Small Disadvantaged Business will perform services.
 - v. The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - vi. A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
 - vii. The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
 - d. The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
 - e. The name and telephone number of the Contractor's Project (contact) person for the Small Disadvantaged Business information.
4. The Contractor 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.
 5. A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
 6. A Contractor 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 Contractors.

B. Enterprise Zone Small Business Participation.

1. 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 Contractor must include the following information in the Disadvantaged Business Submittal of the proposal:
 - a. 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.
 - b. Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).

- c. Proof of United States citizenship of the owners of the business.
 - d. Certification that the business has no more than 100 full-time or full-time equivalent employees.
 - e. 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.
 - f. Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
2. In addition to the above verifications, the Contractor must include in the Disadvantaged Business Submittal of the proposal the following information:
- a. The name and telephone number of the Contractor's Project (contact) person for the Enterprise Zone Small Business.
 - b. The business name, address, and telephone number of the primary contact person for the Enterprise Zone Small Business included in the proposal. The Contractor must specify each Enterprise Zone Small Business to which it is making commitments. The Contractor will not receive credit for stating that it will find an Enterprise Zone Small Business after the Contract is awarded or for listing several small businesses and stating that one will be selected later.
 - c. The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
 - d. The total cost amount submitted in the Contractor's cost proposal and the estimated dollar value of the Contract to each Enterprise Zone Small Business.
 - e. Of the estimated dollar value of the contract to each Enterprise Zone Small Business the percentage of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 - f. The location where each Enterprise Zone Small Business will perform these services.
 - g. The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - h. The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

- i. The form and amount of compensation each Enterprise Zone Small Business will receive.
 - j. For a joint venture agreement, a copy of the agreement, signed by all parties.
 - k. For a subcontract, a signed subcontract or letter of intent.
3. 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:
- a. The amount of the selected Contractor's Enterprise Zone Small Business commitment;
 - b. The name of each Enterprise Zone Small Business; and
 - c. The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-11. Cost Submittal

The information requested in this **PART II, Section II-11** and **Appendix F** (Cost Proposal Template) shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal and kept separate from the Technical Submittal. The total proposed cost must be broken down into the components listed on **Appendix F**.

Contractors should **not** include any assumptions in their Cost Submittals. If the Contractor includes assumptions in its Cost Submittal, the Issuing Office may reject the proposal. Contractors should direct in writing to the Issuing Office pursuant to **PART I, Section I-6** of this RFQ, any questions about whether a cost or other component is included or applies. All Contractors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Commonwealth will reimburse the selected Contractor for work satisfactorily performed after execution of a purchase order and the start of the purchase order term, in accordance with Contract requirements.

A. Deliverable Costs. Complete the Deliverables Tab to show:

- 1. Role (e.g., project manager, business analyst, research associate)
- 2. Resource (e.g., person's name and company where employed)
- 3. Hourly rate as listed on DGS' ITQ website
- 4. Estimated hours

Please note that the total cost will be automatically calculated. The totals will be automatically completed on the Summary Tab.

- B. Optional Items.** This sheet should only be used if you are proposing additional items in your proposal.
- C. Total Cost.** The Total Cost will be automatically calculated from the Deliverables and Optional Items sheets. Contractors must verify that all calculations, subtotal costs and grand total costs are accurate.

Payment for work associated with this RFQ will be made to the selected Contractor in a lump sum payment upon receipt and acceptance by the PLCB of the deliverable quoted on the Cost Submittal (**Appendix F**). An invoice must be sent to the “Bill To” address on the purchase order.

II-12. Domestic Workforce Utilization

Contractors must complete and sign the Domestic Workforce Utilization Certification attached to and made a part of this RFQ as **Appendix B**. Contractors who seek consideration for the Domestic Workforce Utilization Certification criterion must complete, sign and submit the Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

To be eligible for selection, a proposal must:

- A. Be timely received from a Contractor;
- B. Be properly signed by the Contractor; and
- C. Demonstrate from the Financial Capability information submitted in response to **PART II, Section II-8** that the Contractor has annual sales revenue of at least \$1,500,000.00 and with the award of this contract less than half of the Contractor's annual sales revenue would be received from the Commonwealth (using the total cost proposed by the Contractor in its Cost Submittal).

III-2. Technical Nonconforming Proposals

The three (3) Mandatory Responsiveness Requirements set forth in **PART III, Section III-1** above (A-C) are the only RFQ requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to 1) waive any other technical or immaterial nonconformities in a Contractor's proposal, 2) allow the Contractor to cure the nonconformity, or 3) consider the nonconformity in the scoring of the Contractor's proposal.

III-3. Evaluation Criteria

The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFQ as **50%** of the total points. Evaluation will be based upon the following in order of importance:
 - 1. **Soundness of Approach.** Emphasis here is on the Project development strategies of the Contractor. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in this RFQ and if it appears to meet PLCB objectives.
 - 2. **Understanding the Problem.** This refers to the Contractor's understanding of the PLCB's needs that generated the RFQ, the PLCB's objectives in seeking these services; and the nature and scope of the work involved.
 - 3. **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the Project by the Contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience in services similar to that described in this RFQ. Particular emphasis is placed on the qualifications of the Project Manager.

4. Contractor Qualifications. This refers to the ability of the Contractor to meet all requirements of the RFQ, including relevancy, quality, time constraints, and recency of projects completed by the Contractor. This also includes the Contractor's financial ability to undertake a project of this size.

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFQ as **30%** of the total points.

C. Disadvantaged Business Participation:

BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFQ as **20%** 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 DB participation submittal 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 there are multiple DB Participation submittals that offer subcontracting commitments to Small Disadvantaged Businesses, the proposal offering the highest total percentage commitment shall receive the highest score in the Priority Rank 3 category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage commitment offered.

To qualify 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 **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged business subcontracts more than **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 RFQ, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is **3%** of the total points for this RFQ. 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 percent bonus 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 percent bonus for this criterion.

Priority Rank 3

Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus 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 Contractor is an Enterprise Zone Small Business, the Contractor cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFQ.

- E. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFQ. The maximum bonus points for this criterion is **3%** of the total points for this RFQ. 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 Contractors 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. Contractors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization

Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-4. Contractor Responsibility

To be responsible, a Contractor must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance in the Project.

In order for a Contractor to be considered responsible for this RFQ and therefore eligible for selection for Best and Final Offers or selection for negotiations:

- A.** The total score for the Technical Submittal of the Contractor's proposal must be greater than or equal to **70% of the available technical points.**
- B.** The Contractor's financial capability information must demonstrate that the Contractor possesses the financial capability to assure good faith performance of the Project. The Issuing Office will assess each Contractor's financial capacity based on industry standard analysis of the Contractor's financial statements requested with the Technical Submittal. This may include:
 - 1.** The ratio, horizontal or vertical analysis;
 - 2.** The industry comparison using Dun & Bradstreet's Key Business Ratios to measure Contractor's solvency, efficiency and profitability;
 - 3.** The ratio of the Contractor's annual sales revenue to the expected annual spend for this Project;
 - 4.** The percentage of the Contractor's annual sales revenue attributed to the Commonwealth; and
 - 5.** The Contractor's sustainable growth rate.

The Issuing Office reserves the right, in its sole discretion, to reject the proposal of any Contractor who fails to achieve acceptable scores on the Dun & Bradstreet's Key Business Ratios or has a sustainable growth rate which does not support the addition of the expected annual spend for this Project.

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

III-5. 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 Issuing Office with a rating for this

component of each proposal. After consideration of all the evaluation factors, the Issuing Office will determine which proposal offers the best value to the Commonwealth. The Issuing Office will notify in writing the responsible Contractor selected for negotiations.

PART IV WORK STATEMENT

IV-1. Objectives.

- A. General.** The PLCB is a multi-faceted agency responsible for the sale and control of alcoholic beverages throughout the Commonwealth and is one of the largest purchasers of wine and spirits in the country. The PLCB operates approximately six hundred and forty five (645) retail outlets within a category management business model. The PLCB works with its industry partners to issue, renew, or validate approximately twenty-one thousand (21,000) liquor licenses annually. The PLCB wishes to select a Contractor to identify, document and prioritize the business process and technical requirements of the Bureau. The completion of these tasks will allow the Bureau to better support licensed establishments and serve the citizens of Pennsylvania. The Bureau must remain in compliance with the statutory and regulatory mandates of the Liquor Code and PA Code, Title 40.
- B. Specific.** The Bureau utilizes systems that include, but are not limited to, allowing licensees to renew applications on-line, performing tax clearances on licensees, imaging documents, performing investigations of licensees, interacting with the Pennsylvania State Police, Bureau of Liquor Enforcement Office, interacting with various court systems in the Commonwealth, and administering a Nuisance Bar program. The imaging system mentioned above is also utilized by the PLCB's Office of Chief Counsel, the Office of the Administrative Law Judge, Pennsylvania State Police, Bureau of Liquor Control Enforcement Office, and Bureau of Alcohol Education.

Current activities of the Bureau include, but are not limited to:

1. Receiving, recording, analyzing and applying the appropriate statutory and regulatory criteria to all applications for licenses and permits authorizing the manufacture, storage, transportation and sale of liquor and malt or brewed beverages within the Commonwealth.
2. Scrutinizing tax status closely via the processing of tax clearance certifications through the Pennsylvania Departments of Revenue and Labor and Industry.
3. Maintaining close relationships with the Pennsylvania State Police, Bureau of Liquor Control Enforcement, and the Records and Identification Section, establishing many of the licensee compliance standards enforced by the Pennsylvania State Police.
4. Maintaining interaction with the PLCB's Office of Administrative Law Judge, Office of Chief Counsel, the Bureau of Alcohol Education, and the Bureau of Consumer Relations, as well as the Office of the Attorney General, district attorneys and local municipalities.

5. Monitoring actions and appeals pending in Pennsylvania Courts of Common Pleas, Commonwealth Court, Pennsylvania Supreme Court and United States Federal Courts.
6. Examining, reviewing, and administratively refusing renewal applications for establishments determined to have abused the license privilege to such an extent as to meet the criteria for inclusion in the Nuisance Bar Program; approve specific applications in lieu of PLCB action; and set forth objections to various applications and direct administrative hearings.

Note: The Contractor and any individuals working for the Contractor awarded the purchase order on this RFQ will be precluded from bidding on any subsequent procurement related to the actual development and implementation of the Bureau's business solution replacement which **may** include infrastructure.

IV-2. Nature and Scope of the Project.

The Contractor must actively engage both the business and technical community in the process and must incorporate best practices, process re-engineering and other business analysis techniques. Upon completion of this effort, the PLCB expects to have the necessary requirements and business process documentation to move forward with its efforts to replace the Bureau's current automated business solution.

The following information describes the Bureau and its responsibilities. Please note the descriptions of responsibilities are high level descriptions.

The Bureau is comprised of a Director and an Assistant Director that encompasses four (4) Divisions. This Bureau is responsible for administering a program of selective licensing under the Pennsylvania Liquor Code and PA Code, Title 40. The Bureau supports the licensed beverage industry by assuring compliance with the statutory and regulatory mandates while at the same time protecting the public safety, health and welfare of the residents of this Commonwealth. A complement of 142 employees comprises the Bureau.

The four (4) Divisions of the Bureau are:

- A. Administrative and Divergent Licensee Affairs Division** – Responsible for administering the Nuisance Bar Program, developing license review procedures, coordinating the development and implementation of special regulatory/licensing programs, evaluating investigative reports and determining appropriate actions, analyzing operational problems, methods and procedures of the Bureau, compiling the Bureau's fiscal budget and developing written procedures for the Bureau's employees.
- B. Licensing Systems and Program Management Division** – Responsible for the maintenance of all Bureau records, maintaining the Licensing Image Processing System, all computer programs associated with the Bureau (including the E-licensing application), establishing and maintaining all forms associated with licensing and processing all fees related to licensing.

C. Evaluation Division – Responsible for examining, evaluating and approving all types of applications for licenses and/or permits in accordance with statutory and regulatory requirements and managing the Licensing Information Center which is dedicated to license application problem resolution and responding to inquiries from licensees, attorneys, legislators and the general public.

D. Investigations Division – Responsible for conducting investigations pertaining to applications for new licenses, transfers, changes to status, etc; conducting an orientation program for new licensees to educate them regarding the laws of Pennsylvania; and conducting seminars to inform licensees about changes in the law and regulations. This Division consists of three (3) regional offices – Eastern, Central, and Western.

While the Bureau works closely and interacts with other Commonwealth entities, such as the Pennsylvania State Police, Bureau of Liquor Control Enforcement and the Records and Identification Section and with other PLCB Bureaus such as the Bureau of Alcohol Education, Office of Chief Counsel and the Office of Administrative Law Judge, the successful Contractor will be required to gather requirements from these areas only as they relate to the Bureau. None of the other duties and responsibilities of these entities are included in the scope of this RFQ.

The following facts and figures represent the most current statistics available for the volume of work flowing through the Bureau in 2010.

1. The PLCB has issued approximately:

- a.** 12,325 retail licenses
- b.** 3,109 club licenses
- c.** 1,257 wholesale licenses
- d.** 1,896 calendar year licenses
- e.** 22,215 permits

2. Within a twelve-month (12) period:

- a.** Approximately 2,300 special occasion permits were issued to charitable institutions for fundraising activities.
- b.** 6,113 investigations were requested.
- c.** \$4,325,405.00 in licensing fees was returned to local municipalities.
- d.** \$20,084,927.59 was contributed to the Pennsylvania State Police, Bureau of Liquor Control Enforcement.

- e. 40% of licensees filed their license renewals/validations on-line.
- f. The Bureau scanned 168,312 documents consisting of 273,424 pages using one scanner.
- g. Approximately 44,000 telephone calls were received from the public and others through the Automatic Call Distribution System (ACDS).
- h. Approximately 1,800 customers/consumers visited the Licensing Information Center.
- i. Over 61,000 pieces of correspondence were created. An integral part of the operation is correspondence with licensees and the public, which may be received in the form of mail, fax and email. While numbers vary, correspondence may range in the hundreds on a daily basis.
- j. Over 32,000 applications were processed.
- k. 246 administrative hearings were held including nuisance bars, tax cases, applications for licensure, transfers, extension of premises, change in business structure, etc.
- l. More than 268 cases were presented to the Board for decision. These cases included conditional licensing agreements, applications after the administrative hearing process and issues to determine if Board and statutory requirements would be met.
- m. Approximately 198 objection letters were issued under the Nuisance Bar Program. These objections were based on Licensee's operational history within the 39 counties that were renewed.

The above information does not encompass the full scope of the Bureau's processes.

IV-3. Requirements.

- A. Project Manager** – The Contractor must identify the Project Manager and submit a personal resume detailing his/her project management experience and relevant education. The PLCB requires that an employee of the prime Contractor (not a subcontractor) be identified as the Contractor Project Manager to oversee the operation of the contract, including the performance of all Contractor and subcontractor personnel. The Project Manager must not be reassigned during the term of the contract without prior written consent of the PLCB's Business and Technical Project Managers.

The Contractor Project Manager must possess, at a minimum, the following:

- 1. Five (5) years of experience managing projects comparable in scope and type
- 2. Project management skills, technical background, and experience to appropriately manage the Project (list all relevant professional certifications)

- B. Business Analysts** – The Contractor proposed Business Analysts must have a minimum of three (3) years of experience and a solid, demonstrable working knowledge and experience with obtaining, validating, prioritizing and documenting business requirements. They must have experience on projects of a similar size and scope. This role is responsible for ensuring the detailed requirements of the business clients are captured and documented correctly. The Business Analysts must also have experience and a solid working knowledge of document imaging software and web technologies. We feel that this experience will be helpful when interviewing PLCB personnel during the business requirements gathering sessions.
- C. Other Roles** – The Contractor is not limited to the above-referenced list of roles. If the Contractor would like to propose additional staff, then the proposal must clearly specify the additional roles and responsibilities.
- D. Substitutions.**
1. The PLCB must approve or disapprove all planned bid/proposed staffing substitutions and changes. Once the personnel are assigned to this project, the Contractor must not re-assign personnel to another project without written consent from the PLCB.
 2. Any planned key or lead staffing substitutions must be submitted to the PLCB's Business and Technical Project Managers **forty-five (45) business days prior to the substituted or replaced staff starting work.** Substitutions for all other Contractor personnel must be submitted to the PLCB's Business and Technical Project Managers at least **twenty (20) business days prior to the substituted or replaced staff starting work.** The Commonwealth must not incur any Project delays due to knowledge transfer to new Contractor or subcontractor personnel resulting from staffing substitutions or replacement.
 3. Although use of subcontractors is allowable, the prime Contractor is wholly responsible for the performance of any subcontractor. Any use of subcontractors by a Contractor must be identified in the proposal. During the Project period, the PLCB's Business and Technical Project Managers must pre-approve in writing the use of any subcontractors not previously identified in the Contractor's proposal. The Contractor must not transfer or sublet any portion of the work covered by these specifications without prior written consent of the PLCB's Business and Technical Project Managers.
- E.** The PLCB Project team has the right to require replacement of Contractor personnel if dissatisfied with their performance or if Contractor personnel fail to meet the security and confidentiality requirements specified in this RFQ. Verification is required that criminal background checks have been performed according to Item 24 of the Master IT Services ITQ #4400004480 at

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=458621&level=2&css=L2&mode=2>.

- F. The Pennsylvania Liquor Control Board uses the Oracle system instead of SAP. The selected Contractor, therefore, will be required to register with the PLCB's Supplier Unit. Registration information is available at the following link: http://www.portal.state.pa.us/portal/server.pt/community/logistics/17480/supplier_registration/611701.

IV-4. Tasks.

Deliverables identified within this section represent the minimum requirements that must be met. Contractors are able to expand or add to the requirements identified within this section based on their experience.

The Contractor should allow seven (7) to ten (10) business days for review by the PLCB. The total time is inclusive of reviews and changes. If approval signoff is not submitted with the review and change, it will follow within five (5) business days.

The Contractor will be responsible for management of this Project. A high degree of cooperation and a willingness to work with and involve the PLCB Project Teams throughout the execution of the project is required.

The Contractor is expected to perform the following tasks and deliverables:

Task A. Requirements Gathering Plan

Contractor must work with COE staff to set up/configure a repository to house and manage the business requirements for this Project and at a minimum, identify how the documents will be organized, including access and security rules, indexing, naming standards, versioning, completion status, retention/purging, backups and standard template formats.

Deliverables of Task A – Requirements Gathering Plan:

1. Set-up a documentation repository.
2. Identify document organization.

Task B. Identification of the Stakeholders Needed for Requirements Gathering

Contractor must identify the stakeholders applicable to requirements specification. (The Contractor should recognize there may be travel to the Central Region Investigations Office which is located in Harrisburg, as well as travel to meet with the various associations mentioned below.) The Contractor must highlight how the team will work together to develop the requirements for the Project. It must outline key participants, length of time needed for requirements gathering and development, and generally when key items will be discussed.

Tasks to be performed for this requirement:

1. Identify the stakeholders for each business area, develop a timeline, and create a meeting schedule.
2. Create a schedule for conducting meetings with stakeholders to discuss needs and objectives.
3. Document all decisions made or deferred.
4. Describe the process for documenting requirements and preparing them for review.
5. Conduct meetings with focus groups for the purpose of gathering information from external and internal users to identify business system functionality that might be of use to those entities. The results of the focus groups must be documented and prioritized. The following external entities should be included: the Pennsylvania State Police, Bureau of Liquor Control Enforcement, Department of Revenue, Department of Labor and Industry, Department of Agriculture, Comptroller's Office, and the National Alcohol Beverage Council Association (NABCA). The following internal entities should be included: the PLCB Bureau of Retail Operations, the PLCB Bureau of Alcohol Education, the PLCB Office of Chief Counsel, and the PLCB Office of Administrative Law Judge.

Deliverables of Task B – Identification of the Stakeholders Needed for Requirements Gathering:

1. Identify Stakeholders. Schedule, conduct and document stakeholder meetings.
2. Prepare a requirements gathering methodology.
3. Schedule, prepare questions, conduct and document focus group meetings.

Task C. Organization of Documentation

Requirements documentation must be uniformly organized. Identify unique requirements, not goals. Duplicate or conflicting requirements should not be included. Avoid stating detailed implementation options, although general implementation approaches are acceptable and in many cases, necessary. Document each individual requirement separately. Document the requirements using positive language. Negative requirements should be avoided. Acronyms should be documented the first time they are used. Add supporting notes or comments to provide context where applicable. Identify dependencies of requirements.

Deliverables of Task C – Organization of Documentation:

1. Organize requirements and identify each requirement separately for ease of identification.

2. Document requirements with the same level of detail.

Task D. Requirements Gathering

Contractor must gather the requirements and business processes of the Bureau. The requirements should not be based on past practices of the Bureau, but on the statutory, regulatory requirements and best business practices.

1. Schedule the necessary requirements gathering sessions.
2. Ensure that all stakeholders have the opportunity to participate in an iterative review process.
3. Ensure there are opportunities for questions to be asked and clarifications made.
4. Conduct group or individual breakout sessions to further define and clarify requirements.
5. Note all answers and clarifications in subsequent revisions of documentation.
6. Ensure that all revisions are forwarded to stakeholders for additional comment.
7. Verify requirements are easily understood.
8. Identify and document a prioritization process.
 - a. Define methods for prioritizing requirements based on complexity, value to the licensing function and nice to have versus mandatory requirements.
 - b. Define the factors that will go into ranking the requirements based on frequency of use, business and system impact.
9. Identify and document traceability. Define a process for determining how all requirements may ultimately be traced back to a business goal and objective.

Deliverables of Task D – Requirements Gathering:

1. Schedule and conduct requirements gathering sessions.
2. Identify the business requirements of the Bureau.
3. Identify the business processes of the Bureau.
4. Identify and document prioritization process.

5. Identify and document traceability process.

Task E. Prepare the Requirements Document

Contractor is responsible for the development, execution and maintenance of the requirements document.

1. All business processes, business rules, laws, regulations and PLCB policies must be documented. All internal and external interfaces, report requirements and automation opportunities must be documented as well.
2. At a minimum, the high level requirements document shall include the following:
 - a. Executive Summary
 - b. Business Process Requirements
 - i. Objectives and Scope
 - ii. Process Maps
 - iii. Impact Assessment
 - iv. System Functions
 - v. Stakeholders
 - vi. General Constraints
 - vii. Assumptions and Dependencies
 - c. Functional Requirements
 - i. General Functional Requirements
 - ii. Functional Data Requirements
 - iii. Functional Interface Requirements
 - iv. Functional Report Requirements
 - d. Other Nonfunctional Requirements
 - i. Cost/Benefit Analysis and Return-on-Investment Calculations
 - ii. Performance Requirements

- iii. Design/Technology Constraints
- iv. Quality Requirements
- v. Security Requirements
- vi. System Performance Requirements
- vii. Organizational Requirements
- viii. Glossary of Project Acronyms and Terms

Deliverable of Task E – Prepare the Requirements Document:

Develop, execute and maintain the requirements document.

Task F. Estimate of the Time and Cost to Implement

Based on the requirements and business processes gathered, the Contractor must provide an estimated schedule and costs that the PLCB may expect to expend to implement a system that will meet the needs of the Bureau. Include any planning and architectural assumptions used.

Deliverable of Task F – Estimate of the Time and Cost to Implement:

Submit an estimated time schedule and costs for the PLCB to implement system.

IV-5. Reports and Project Control. Upon being given a Notice to Proceed, the selected Contractor will meet with PLCB Project Managers to present the Project engagement goals, provide Project orientation, review the plan and timeframes, introduce the requirements gathering methodology and set expectations of participants.

- A. Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. The Task Plan must be updated weekly throughout the project.
- B. Weekly Progress Report.** A weekly progress report covering activities, problems and recommendations must be submitted. This report should be keyed to the task plan the Contractor developed in its proposal, as amended or approved by the Issuing Office. Status report is due to the PLCB Business and Technical Project Managers by 9:00 a.m. Monday following the week covered in the report. In addition, selected Contractor must hold status meetings every other week with key PLCB participants. The Contractor is responsible for the development, execution, and maintenance of these deliverables. The Contractor will be required to use PLCB templates to report Project status issues.

The Contractor Project Manager must evaluate the task plan on an ongoing basis (at least weekly) and determine the current state of the Project. The status report must be updated with the current state of work that is completed and in progress. The remaining work must be evaluated against original effort, cost and duration. If necessary, the Contractor shall institute corrective actions to get the Project back on track. This weekly Project schedule evaluation will be reported as follows:

1. Green Status: Indicates a 0-5% deviation from baseline Project schedule.
2. Yellow Status: Indicates a 6-10% deviation from baseline Project schedule. Plans must be put in place to bring the Project back to green status.
3. Red Status: Indicates a greater than 10% deviation from baseline Project schedule. Indicates that the Project's success is in jeopardy and requires a serious look at the Project and a decision on whether it should continue.

C. Problem Identification Report. The Contractor will be required to identify, record, prioritize, track, and report issues for resolution along with monitoring, mitigating, and managing issues. At a minimum, the Contractor must report on issues to the PLCB Business and Technical Project Managers on a weekly basis within the status report. Issues needing immediate attention should be conveyed to the PLCB COE Project Manager. The Contractor is expected to use Microsoft Excel XP or 2003 to track issues. The Contractor is responsible for the development, execution, and maintenance of this deliverable.

D. Final Report. Project Executive Presentation - This report will include developing and presenting a high level overview of the activities completed during this Project. This report must be in PowerPoint format. The Contractor is responsible for the development, execution, and maintenance of this report.

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 **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 during negotiations shall be maintained throughout the term of the Project and through any renewal or extension of the

purchase order. 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 or purchase order is assigned to another Contractor, the new Contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract or purchase order.

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 Issuing Office and BMWBO within **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 BUSINESSES STATUS OR ENTITLE A CONTRACTOR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

APPENDIX A

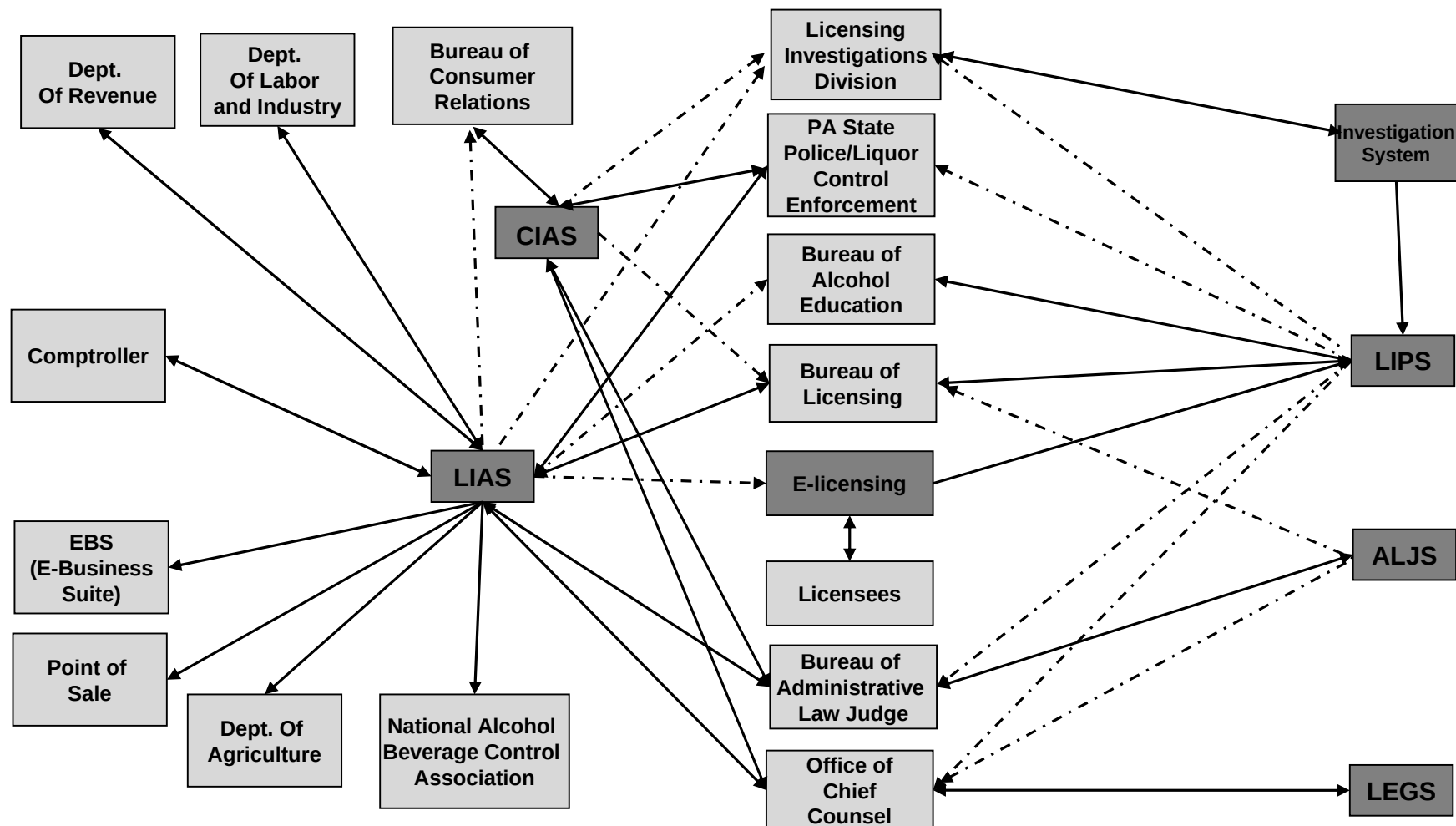
LICENSING OVERVIEW

ALJS – ALJ Imaging System (archival)

 - Application

(see Comment Section for further descriptions and usage)

→ **Data Interface (Input Only)**



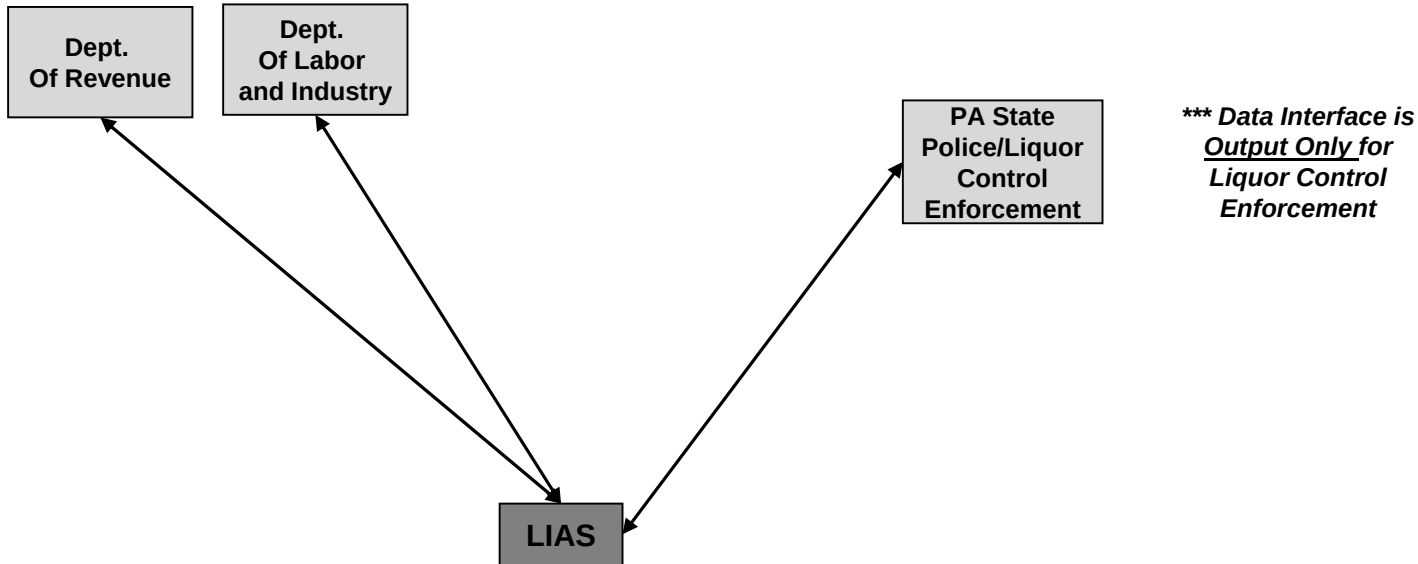
LIAS – Licensee Information Access System (web)
CIAS – Case Information Access System (web)
LIPS – Licensing Imaging Processing System
(archival/transactional)
LEGS – Legal Imaging System (archival)
ALJS – ALJ Imaging System (archival)

 - User  - Application

Licensing Input/Output Data Interface and Read/Write Access to Application

(see Comment Section for further
descriptions and usage)

↔ Input/Output Data and Application
Interface



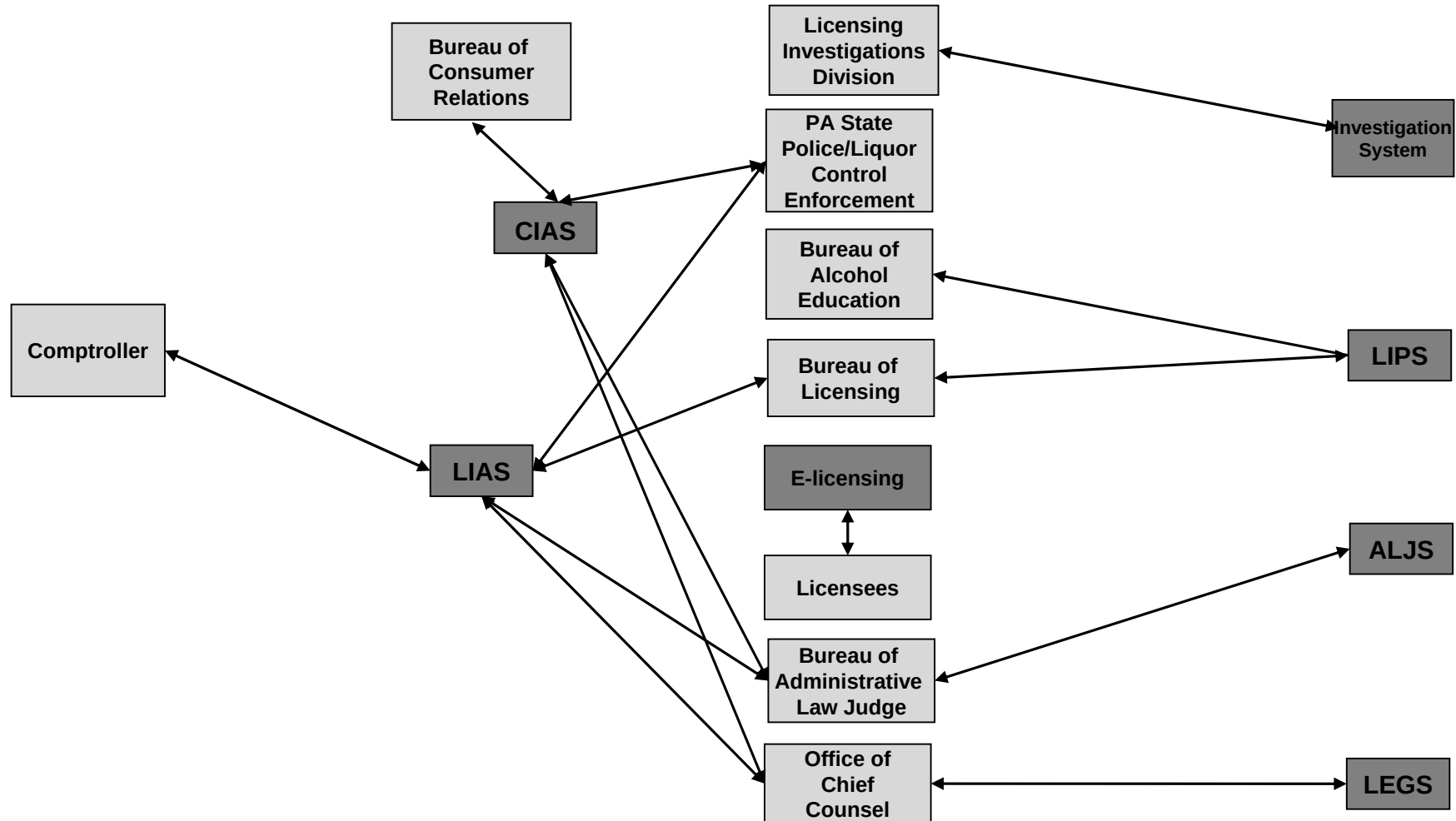
LIAS – Licensee Information Access System (web)
 CIAS – Case Information Access System (web)
 LIPS – Licensing Imaging Processing System
 (archival/transactional)
 LEGS – Legal Imaging System (archival)
 ALJS – ALJ Imaging System (archival)

 - User  - Application

Licensing Read/Write Access to Applications

(see Comment Section for further
descriptions and usage)

 Input/Output Application Interface



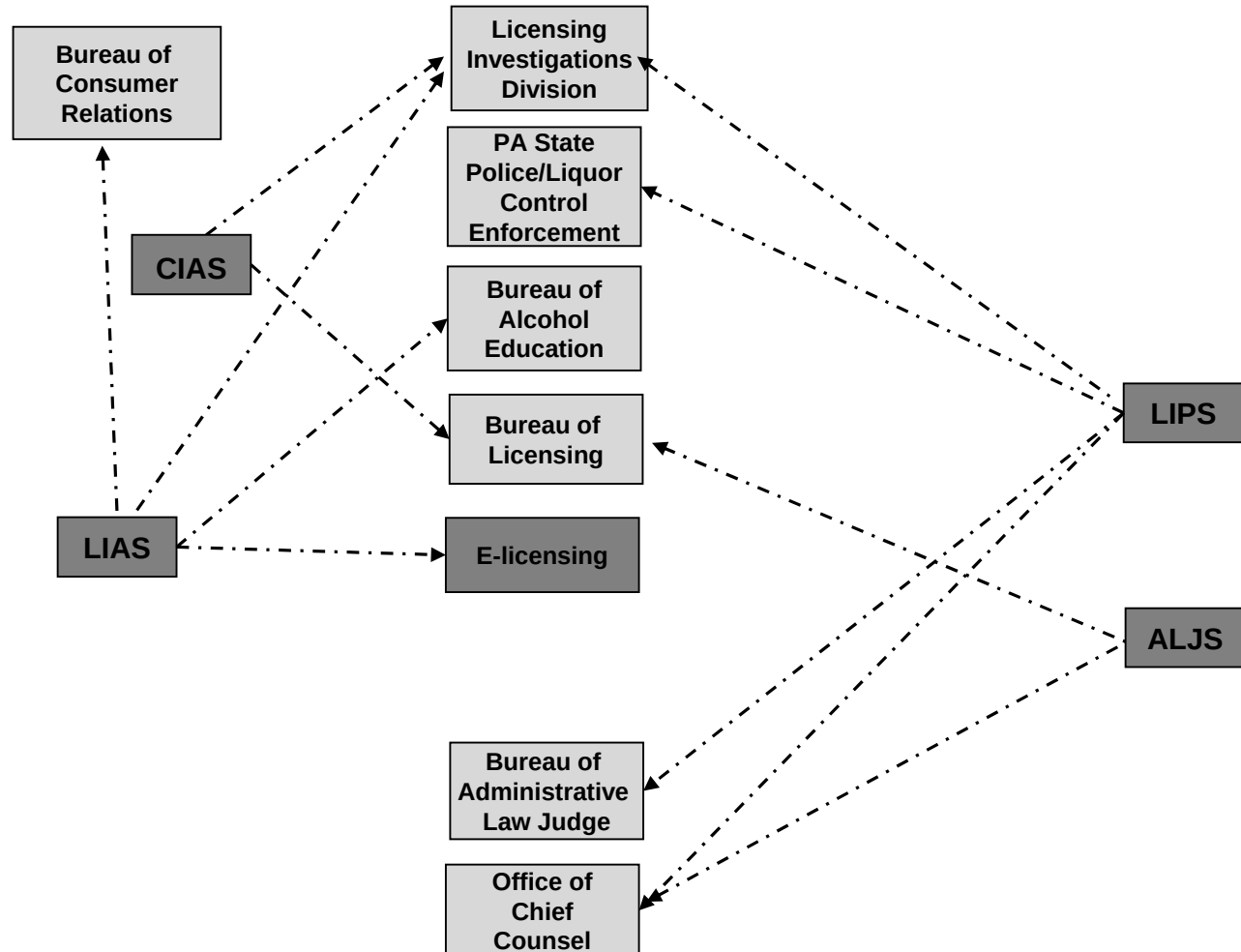
LIAS – Licensee Information Access System (web)
 CIAS – Case Information Access System (web)
 LIPS – Licensing Imaging Processing System
 (archival/transactional)
 LEGS – Legal Imaging System (archival)
 ALJS – ALJ Imaging System (archival)

 - User  - Application

Licensing Read Only Application Access

(see Comment Section for further
descriptions and usage)

- . -> Read Only Application Interface



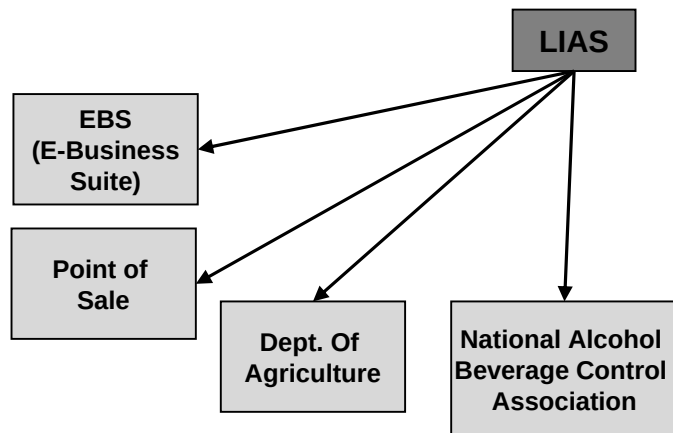
LIAS – Licensee Information Access System (web)
CIAS – Case Information Access System (web)
LIPS – Licensing Imaging Processing System
(archival/transactional)
LEGS – Legal Imaging System (archival)
ALJS – ALJ Imaging System (archival)

 - User  - Application

Licensing Data Interface (Output Only)

(see Comment Section for further
descriptions and usage)

→ Output Data Only Interface



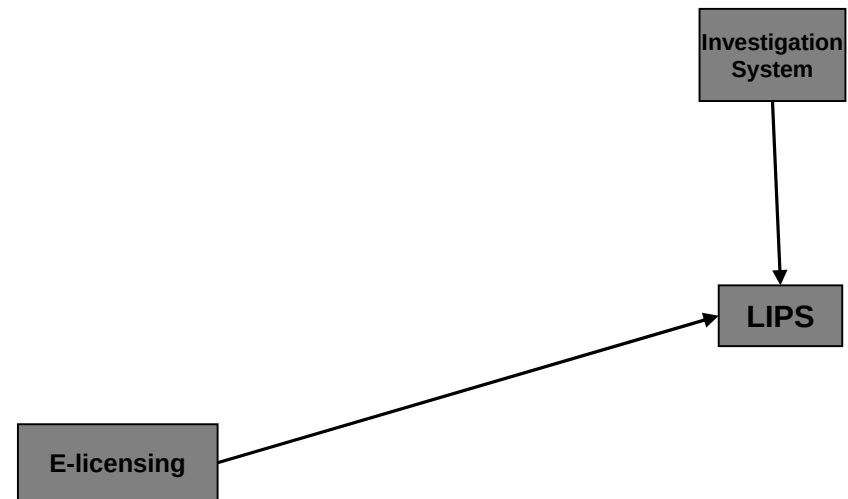
LIAS – Licensee Information Access System (web)
CIAS – Case Information Access System (web)
LIPS – Licensing Imaging Processing System
(archival/transactional)
LEGS – Legal Imaging System (archival)
ALJS – ALJ Imaging System (archival)

 - User  - Application

Licensing Input Only Application Interfaces

(see Comment Section for further
descriptions and usage)

→ Input Only Application Interface



- **Comment Section**

- The Bureau of Licensing is the primary user of the LIPS system. LIPS contains millions of Licensing documents. It is both an archival and transactional document imaging management system. It uses Filenet Capture, Filenet IDM desktop and Filenet Image Services that interface with in-house developed VB6 applications to view, commit, fax, route, etc. imaged documents. The Bureau of Licensing also has access to pre-defined ALJS electronic documents via a web-based document look up system as required for their daily operations.
- Data Interfaces between Dept of Revenue (DOR) , Dept of Labor and Industry (LNI) and LIAS pertain to Tax Clearances. There are monthly batch FTP tax clearances of our Licensees to and from DOR and LNI. There are weekly batch FTP clearances to and from LNI. Weekly clearances with DOR were to be performed via the RICS web application but have not been implemented. There has been discussion of re-instituting the batch weekly FTP interface to DOR as well. DOR and LNI have access to our LIAS system and have the ability to update our LIAS system with manual tax clearances in addition to the batch FTP clearances.
- A daily Licensee data interface from LIAS to Dept. of Agriculture is used to update their Limited Winery Licensee information for their web-based Limited winery data collection system. Their system is hosted on our PLCB internet web site. The same data feed is also provided to the National Alcohol Beverage Control Association (NABCA) daily for their Licensee related operational needs.
- A daily Licensee data interface containing licensees that can purchase Liquor from our stores is sent to our ERP EBS system every morning. It provides Licensee address information and if the Licensee is allowed to purchase from our stores or not through our Licensee Order Portal.
- A daily Licensee data interface containing Licensees whose check privileges have been revoked, as well as those that have regained their check privileges is sent to all POS stores every night. This information is also part of the ERP EBS interface described above. The Comptroller maintains this information in the LIAS system.
- Interfaces between PA State Police/Liquor Control Enforcement (PSP/LCE) and LIAS pertain to accessing daily Licensee information, as well as Age Compliance and Routine Inspections check information that is entered by PSP/ LCE into the LIAS system. A daily data interface is sent to PSP/LCE that contains certain licensee information changes that occurred in the LIAS system on that given day. Also licensee related information in regard to Incident and Citation Case information that is created by PSP/LCE is tracked in our CIAS system in relation to a Licensee in the LIAS system. All PSP districts also have access to pre-defined LIPS electronic documents via a web-based document look up system as required for their daily operations. Criminal History checks are also performed by the Bureau of Licensing against a State Police records system. The data acquired from the check is then entered into the LIAS system by our Licensing area.

- **Comment Section continued**

- Alcohol Education uses LIAS for daily Licensee related information requests and has view access to a pre-defined set of LIPS documents. They also have the ability to create certain Image documents that are committed to the LIPS system.
- E-licensing gets some of its Licensee information from the LIAS system in addition to the information entered by each Licensee via a “Question and Answer” session. It then produces electronic PDF renewal/validation documents for the Licensee as well as for automatic import into the LIPS system when the Licensee pays by credit card. This is in place of the actual paper document filing which is mailed into PLCB by the Licensee.
- The Administrative Law Judge (ALJ) has view access to pre-defined LIPS documents as well as uses the LIAS system to access daily Licensee information as needed. They also use the CIAS system to track their Citation related information for a Licensee. They have their own Imaging system, ALJS, which is archival. ALJS uses FileNet Capture, FileNet IDM desktop and FileNet Image Services that interface with in-house developed VB6 applications to view, commit, etc. imaged documents.
- Chief Counsel has view access to pre-defined LIPS documents as well as uses the LIAS system to access daily Licensee information as needed. They also use the CIAS system to track all Appeals to the Board on Citation related cases as well as tracking of Application case information for a Licensee. They have their own Imaging system, LEGS, which is archival. It uses FileNet Capture, FileNet IDM desktop and FileNet Image Services that interface with in-house developed VB6 applications to view, commit, etc. imaged documents. They also have access to pre-defined ALJS electronic documents via a web-based document look up system as required for their daily operations.
- The Licensing Investigation Division has a web-based system that collects their investigation information. They also have a tool that allows them to provide sketches of areas located at the license establishments. (Ex. Drawing of a new deck a Licensee is adding to their premises, etc.) Once all investigation data is entered into their web system and all other attachments are collected the packet of information is scanned and indexed into the LIPS system for workflow processing. This Division also has access to pre-defined LIPS electronic documents via a web-based document look up system as required for their daily operations.
- The Consumer Relations Bureau interacts, as needed, with the Bureau of Licensing regarding Licensee Consumer Inquiries. They also use the CIAS system to track all Consumer Inquiry related cases for Licensees or public consumers.

APPENDIX B

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

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

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX C

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

CORPORATE SIGNATORY DELEGATION AUTHORIZATION

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

County of _____, State of _____, certify that I am the
_____ of _____, a corporation organized
(Title/Capacity) (Name of Corporation)

under the laws of the State of _____, having its principal office at
_____, City of _____, County of _____,
(Address)

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

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

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

_____, County of _____, State of _____

is hereby authorized to execute contracts on behalf of the corporation.

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

(Signature of Certifying Official)

(SEAL)

(Typed or Printed Name)

(Title)

APPENDIX D

PROPOSAL COVER SHEET

**PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD
RFQ# 20101214**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFQ:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
☐	Technical Submittal
☐	Disadvantaged Business Submittal
☐	Cost Submittal

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

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

APPENDIX E

TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

Trade Secret/Confidential Proprietary Information Notice

Instructions:

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

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

Name of submitting party:

Contact information for submitting party:

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

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or disadvantaged business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

[illegible]

Acknowledgment

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

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

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

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

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

Signature

Title

Date

APPENDIX F

COST SUBMITTAL

INSTRUCTIONS

- 1.) The Deliverables sheet must be filled out completely. Titles of the individuals should be inserted in the Role column. The name of the individual as well as the company that employs the individual should be inserted in the Resource column.
- 2.) Formulas are imbedded in the highlighted areas. Contractors must verify that all calculations, subtotal costs and grand total costs are accurate.
- 3.) The Optional Items sheet should only be included for additional items that you propose for the project.
- 4.) Please contact the Issuing Officer with any questions or concerns.
- 5.) Payment for services under this contract are deliverable-based. The hours listed for any task or deliverable are for informational purposes only and will not be binding on the Commonwealth.