

CONTRACTING OPPORTUNITY DESCRIPTION AND APPLICATION FORM

Application

Number: 32381

Title: Government Relations Consultant

Goods/Services

to be Provided: Vendor will provide advice and services with respect to:

- Commonwealth of Pennsylvania agencies/departments;
- The Pennsylvania General Assembly;
- Other such agencies, departments and legislatures as needed; and
- The development/enactment of regulations and legislation.

Posting Date: April 3, 2018

Application Due Date: April 17, 2018 **by 2:30 pm**

Term: One (1) year, with up to three (3) one (1) year renewals at PGW's option.

Required

Submissions: Persons and entities who wish to provide the goods and/or services described above must (i) complete this application form and submit it to the address listed below by 2:30 p.m. on the Due Date listed above and (ii) complete the attached disclosure form and include the completed form with their application.

APPLICANT INFORMATION

Name	
Address	
City, State Zip	
Email Address	
Price (or pricing methodology) to provide described goods and/or services. <u>Vendors should provide prices for all renewals as well as initial term.</u>	
Relevant Experience (attach additional pages if necessary)	
Signature of Applicant (or authorized signatory)	

Contact

Information: Jessica Meehan, PGW Supply Chain Department, Jessica.Meehan@pgworks.com, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, (215) 684-6698.

Reservation of Rights

Vendor expressly acknowledges that any response to this contracting opportunity, including written documents and verbal communication, regardless of how marked, is not confidential and may be subject to public disclosure by PGW, or any authorized agent of PGW, including but not limited to disclosure under the Pennsylvania Right to Know Law. Any materials submitted or ideas elicited in response to this contracting opportunity shall be the sole and absolute property of PGW, with PGW having title. By responding to this contracting opportunity, Vendor expressly waives any right to designate its response or parts thereof confidential, proprietary, a trade secret, or otherwise exempt from disclosure under any circumstance. PGW reserves the right, at any time prior to execution of an agreement with the selected vendor, to exercise all or any of the following rights and options, which rights and options PGW may exercise to the extent that PGW, in its sole discretion, deems to be in its best interests: To negotiate unacceptable provisions incorporated within an otherwise acceptable application submitted in response to this contracting opportunity;

- To reject any application that in the sole discretion of PGW is not in the best interest of PGW;
- To negotiate with multiple applicants prior to or after a notice of award is issued;
- To cancel this contracting opportunity with or without issuing another contracting opportunity; and
- To request that some or all of the applicants modify applications or provide additional information following evaluation by PGW.

PHILADELPHIA GAS WORKS

REQUIRED 17-1400 DISCLOSURE

In accordance with the City of Philadelphia's contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-1400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. Please note that, if selected, you will be required to update such disclosure during the term of your agreement with PGW and for one year thereafter.

Therefore, the following information must be provided to PGW:

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|----|---|---------------------------------|--------------------------------|
| 1. | Did you use any consultant with respect to this RFP or the contract at issue within the prior one year period? If so, you are required to list (in an attachment hereto) the following information for each such consultant: (i) name, (ii) business address, (iii) business phone number and (iv) amount paid or to be paid. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
|----|---|---------------------------------|--------------------------------|

As used herein, the term "consultant" means any person or entity used to assist you in obtaining a contract through direct or indirect communication with the City, PGW, any City Agency or any officer or employee of any of them, if such communication is undertaken by the person or entity for payment.

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|----|--|---------------------------------|--------------------------------|
| 2. | Have you or any consultant disclosed above made any contributions of money or in-kind assistance within the prior two year period to (i) any candidate for nomination or election to any public office in Pennsylvania, (ii) any individual who holds any such office, (iii) any political committee or state party in Pennsylvania or (iv) any group, committee or association organized in support of any such candidate, office holder, political committee or state party in Pennsylvania? If so, you are required to list (in an attachment hereto) the date, amount and recipient of each such contribution. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
|----|--|---------------------------------|--------------------------------|

For purposes hereof, (i) contributions made by a person's immediate family shall be deemed contributions made by that person and (ii) contributions made by an entity's affiliate or an officer, director, controlling shareholder or partner of an entity's or such entity's affiliate shall be deemed contributions made by that entity.

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|----|---|---------------------------------|--------------------------------|
| 3. | Do you intend to use any subcontractors on this contract? If so, you are required to list (in an attachment hereto) the following information for each such subcontractor: (i) name, (ii) business address, (iii) business phone number and (iv) amount or percentage to be paid. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | Within the prior two year period, has any City or PGW officer or employee asked (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, to give money, services, or any other thing of value to any person or entity? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of request, (iv) amount requested and (iv) amount of any payment made in response to request (other than contributions listed under (2) above). | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

5. Within the prior two year period, has any City or PGW officer or employee directly or indirectly advised (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, that a particular person or entity could be used by you to satisfy any goals in this RFP or contract for the participation of minority, women, disabled or disadvantaged business enterprises? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of advice and (iv) name of person or entity they advised could be used to satisfy such goals.
- | YES | NO |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

The undersigned hereby certifies that the information provided herein is true and correct as of the date set forth below.

Signature: _____

Title: _____

Name of Entity: _____

Date: _____

(Please Print)

INSURANCE

Insurance. Consultant shall procure and maintain, at its own cost and expense, insurance with companies that have an A. M. Best's Rating of not less than A- and acceptable to Philadelphia Gas Works, the following coverage with limits not less than stipulated below.

Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Consultant's policies affording Additional Insured status will be primary to any other coverage available to PGW, PFMC and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, and any insurance maintained by PGW will be excess and non-contributory. No act or omission of PGW, PFMC, and/or the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall invalidate the coverage. Waiver of Subrogation shall be included on Workers Compensation, Automobile, General Liability and Excess Umbrella Liability policies.

(a) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Workers' Compensation Insurance as required by statute. Employer's Liability coverage to be carried with limits of not less than \$500,000/per accident, \$500,000/disease (policy limit), \$500,000/disease (each employee).

If Proposer is a sole proprietor or partnership and does not employ any employees and is not covered by the Workers' Compensation Act, evidence of Health Insurance in lieu of Workers' Compensation and Employer's Liability Insurance must be provided.

(b) **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability is required with limits of not less than \$1,000,000 Each Occurrence for Bodily Injury and Property Damage; \$2,000,000 General Aggregate; \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal/Advertising Injury. This policy shall also cover liability arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and Personal Injury (including, but not limited to, coverage for discrimination, defamation, malicious prosecution, slander and mental anguish). If non-employment related discrimination and harassment is excluded under General Liability, Consultant may instead provide evidence of third party coverage under the Employment Practices Liability or Professional Liability/Errors & Omissions policy. Products/Completed Operations must be included. Such policy must contain a "Separation of Interests" clause. ISO endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

If Proposer does not carry Business Automobile Liability Insurance, Non-Owned and Hired Car coverage must be included under the Commercial General Liability policy.

(c) **AUTOMOBILE LIABILITY.** Business Automobile Liability covering all owned, non-owned and hired autos is required with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

If there are no company owned vehicles and Proposer does not carry Business Auto Liability coverage, evidence of Personal Auto Liability Insurance must be provided.

(d) **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS COVERAGE.** Evidence of Professional Liability/Errors & Omissions Coverage must be provided with limits of not less than \$1,000,000, with a deductible not to exceed \$10,000. Errors & Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and, if applicable, shall cover liability arising from information technology services, including but not limited to, intellectual property infringement, privacy infringement, and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.

(E) **EMPLOYMENT PRACTICES LIABILITY.** If non-employment related discrimination and harassment is excluded under Commercial General Liability, Consultant shall provide evidence of Employment Practices Liability Insurance with limits (including defense costs) of not less than \$1,000,000 in any one claim or occurrence. Policy shall include Third Party Liability coverage. Coverage can be written on a stand-alone form or in a combined coverage format. Under an occurrence form, coverage required shall be maintained in full force and effect under the policy for the duration of the contract. Under a claims made form, continuous coverage is required. Should an extended Discovery Period or “tail” coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.

Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverage must specifically reference the PGW contract for which they are being submitted. The original certificate of insurance must be submitted to PGW's Director of Risk Management at the following address:

Philadelphia Gas Works
Attn: Jane Elizabeth Lamb
Director of Risk Management
800 West Montgomery Ave.
Philadelphia, PA 19122

Copies of the certificates of insurance must be submitted at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit PGW, but under no circumstances shall Consultant actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. PGW reserves the right to require Consultant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon (10) days written notice to Consultant.

Renewal certificates and policies, as required, shall be forwarded to PGW for as long as Consultant performs the work as specified in this contract. It shall be the responsibility of the Consultant to ensure that all Subcontractors carry insurance of not less than those coverages and limits specified herein, except to the extent that PGW's Director of Risk Management may agree to lower limits on a case by case basis depending on the nature of the subcontractor's work. Proper evidence of this compliance must be forwarded to PGW prior to the inception of any work by subcontractor.

Coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to Philadelphia Gas Works.