

## CONTRACTING OPPORTUNITY DESCRIPTION AND APPLICATION FORM

Application No.: 33343

Title: Security and Investigative Services

Goods/Services to be Provided: Selected proposer will be required to (i) formulate strategic and tactical approaches to security and investigative issues; and (ii) conduct confidential internal and external investigations of all types and manner, including but not limited to theft of utility services, employee misconduct, theft, fraud, customer complaints, criminal record checks and employment background investigations. Selected proposer will also conduct customer, witness and labor-related interviews, provide extensive written reports of his or her investigative activity, and testify concerning same before state and federal courts, arbitration tribunals, at hearings before the Pennsylvania Department of Labor, the Pennsylvania Human Relations Commission, the Philadelphia Commission on Human Relations, the Equal Employment Opportunities Commission and the Pennsylvania Unemployment Compensation Board.

Proposers must have a proven track record in the utility security industry or in state, local or federal law enforcement, with a minimum of 5 years in either of these respective areas. Proposers must have extensive demonstrated testimonial and investigative report writing experience. Proposers must be PC literate and have a working knowledge of Microsoft office products. Experience with working in a Union environment is a plus.

This position will report daily to the Security office located at 800 W. Montgomery Ave. Working hours will be 40 hours per work week, 8:00AM- 4:30PM, M-F.

Posting Date: June 4, 2019  
Application

Due Date: **June 24, 2019 (2:30 PM)**

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 street 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. (iii) A cover letter detailing their relevant experience in the areas described above.

### ***APPLICANT INFORMATION:***

Name	
Address	
City, State Zip	
Email Address	
Price (or pricing methodology) to provide described goods and/or services	

Relevant Experience	
Signature of Applicant (or authorized signatory)	

**Contact**

Information: Renju M Kuruvilla, Buyer II, PGW Supply Chain Department,  
[Renju.Kuruvilla@pgworks.com](mailto:Renju.Kuruvilla@pgworks.com) and a copy to [Procurement@pgworks.com](mailto:Procurement@pgworks.com) , 800 W.  
Montgomery Avenue, Philadelphia, Pennsylvania 19122, (215) 684-6909.

**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 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<br><input type="checkbox"/> | NO<br><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<br><input type="checkbox"/> | NO<br><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<br><input type="checkbox"/> | NO<br><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<br><input type="checkbox"/> | NO<br><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 REQUIREMENTS

Proposer, if selected, shall procure and maintain, at its sole cost and expense, insurance with companies that have an A. M. Best's rating of not less than A- and acceptable to PGW, with coverage limits of 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 and Automobile Liability Insurance policies. An endorsement is required stating that Proposer'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.

- **Workers Compensation and Employers' Liability.** Workers Compensation Insurance as required by statute. Employers' Liability coverage to be carried with limits of not less than \$100,000/per accident, \$500,000/disease (policy limit), \$100,000/disease (each employee). Policy must include Alternate Employer Endorsement (WC 00 0301 A).

If Consultant is 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.

- **Commercial General Liability.** Commercial General Liability Insurance is required with limits of not less than \$1,000,000 for Bodily Injury and Property Damage Each Occurrence; \$2,000,000 General Aggregate; \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal/Advertising Injury. The policy shall also cover 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, harassment, malicious prosecution, slander and mental anguish). If Consultant does not carry Commercial Automobile Liability coverage, Non-owned and Hired Car coverage must be included under the Commercial General Liability policy. 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. PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds under General Liability and, if applicable, under Non-owned and Hired Auto coverage. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **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 GasWorks, 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 owned company vehicles and consultant does not carry Business Auto Liability coverage, evidence of Personal Automobile Liability Insurance must be provided.

- **Excess/Umbrella Liability.** Proposer shall provide evidence of Excess/ Umbrella Liability Insurance with limits of not less than \$1,000,000 in any one claim or occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions coverage as outlined 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. A copy of the actual Additional Insured Endorsement or policy wording is required.

- **Professional Liability/Errors & Omissions Coverage.** Evidence of Professional Liability/ Errors & Omissions, Liability, including Cyber Insurance, must also be provided with limits of not less than \$1,000,000 Per Occurrence/Aggregate or Per Claim or Loss/Aggregate with a deductible not to exceed \$10,000. Errors & Omissions Insurance shall be applicable to any occurrence arising out of the performance of services pursuant to any statement of work between the parties and, if applicable, shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, software development services and computer or electronic information technology services. Under an occurrence form, coverage required shall be maintained in full force and effect under the policy during the contract period. Under claims made form, continuous coverage is required. Should 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. This insurance shall be primary with respect to any other insurance or self-insurance programs afforded Proposer.
- **Fidelity/Blanket Crime Insurance.** Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$500,000 shall be submitted to PGW prior to the commencement of services. Proposer must maintain Third Party (includes money, securities, client's property and other properties) coverage under the Crime policy.

### **Additional Provisions**

A certificate of insurance evidencing all above coverage shall be filed with PGW prior to the commencement of work. Renewal certificates and policies, as required, shall be forwarded to PGW for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to PGW.

It shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to PGW prior to the inception of any work by subcontractor.