PHILADELPHIA GAS WORKS

REQUEST FOR PROPOSALS

FOR

GPS/AVL Solution

Dated: December 15, 2014

RFP NO.: 29231
# Table of Contents

1 **THE SOLICITATION – NOTICE TO PROPOSERS** ................................................................. 4  
   1.1 SCHEDULE OF EVENTS ........................................................................................................ 4  
   1.2 PROPOSAL REQUIREMENTS .................................................................................................. 5  

2 **PROJECT DEFINITION AND REQUIREMENTS** ...................................................................... 6  
   2.1 OVERVIEW OF PGW/ GPS/AVL PROJECT ......................................................................... 6  
   2.2 SCOPE OF WORK .................................................................................................................... 7  
   2.3 TERMS & DEADLINES ........................................................................................................... 8  
   2.4 PROPOSAL PRICING .............................................................................................................. 9  
   2.5 PROPOSER MINIMUM REQUIREMENTS ............................................................................... 9  
   2.6 LICENSING ........................................................................................................................... 9  
   2.7 INFORMATION/PRODUCT .................................................................................................... 9  
   2.8 CONFIDENTIALITY ............................................................................................................... 9  
   2.9 MINORITY PARTICIPATION .................................................................................................. 10  
   2.10 INSURANCE ....................................................................................................................... 10  
   2.11 INDEMNIFICATION ............................................................................................................. 12  
   2.12 CERTIFICATE OF NON-INDEBTEDNESS ........................................................................... 12  
   2.13 NON-DISCRIMINATION ....................................................................................................... 13  
   2.14 MACBRIDE PRINCIPLES ..................................................................................................... 13  
   2.15 GOVERNING LAWS ............................................................................................................. 14  
   2.16 CERTAIN REQUIRED DISCLOSURES ............................................................................... 14  

3 **INSTRUCTIONS TO PROPOSERS** .................................................................................. 15  
   3.1 PROPOSAL PREPARATION REQUIREMENTS ...................................................................... 15  
   3.2 DURATION OF PROPOSAL .................................................................................................. 17  
   3.3 PROPOSER’S RESPONSIBILITY ........................................................................................... 17  

4 **PROPOSER INFORMATION** .................................................................................................. 19  
   4.1 PROPOSER .......................................................................................................................... 19  
   4.2 QUALIFICATIONS STATEMENT ........................................................................................... 19  
   4.3 BUSINESS EXPERIENCE ..................................................................................................... 19  
   4.4 FINANCIAL INFORMATION .................................................................................................... 22  
   4.5 GENERAL LITIGATION DISCLOSURE ............................................................................... 24  
   4.6 BUSINESS ORGANIZATION STATEMENT .......................................................................... 24  
   4.7 WARRANTIES BY PROPOSER ............................................................................................... 28  

5 **PROPOSAL EVALUATION, NEGOTIATION AND CONTRACT AWARD** .......................... 30  
   5.1 DISQUALIFICATION OF PROPOSERS ............................................................................... 30  
   5.2 QUALIFICATION OF PROPOSERS ...................................................................................... 30  
   5.3 GENERAL RESERVATION OF RIGHTS .............................................................................. 30  
   5.4 AWARD ................................................................................................................................. 33  

ATTACHMENT D. REQUIRED 17-1400 DISCLOSURE ................................................................. 34  

ATTACHMENT I. DEMOGRAPHIC SURVEY ................................................................................ 36  

ATTACHMENT P. PRICING MATRIX .......................................................................................... 38  

APPENDIX A – GENERAL/ TECHNICAL REQUIREMENTS ....................................................... 39
APPENDIX B- DEVELOPMENT STANDARDS .................................................................40
APPENDIX C – TESTING AND ACCEPTANCE STANDARDS ..........................................42
1 The Solicitation – Notice to Proposers

Notice is hereby given that Philadelphia Gas Works (“PGW”) will receive sealed proposals on or before February 2, 2015, 2:30 p.m. Eastern Time, at the PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for a hardware and software solution for the PGW GPS/AVL project, as more fully described herein.

This document outlines PGW’s objectives, describes the general characteristics of the services to be provided, and (without being exhaustive) outlines the principal obligations of PGW and the selected Proposer.

Questions concerning this Request for Proposals shall be directed in writing towards Annie Wu, PGW Supply Chain Department, fax: (215) 684-6163, e-mail: annie.wu@pgworks.com (with a copy to procurement@pgworks.com), or PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. Proposers may not contact other PGW personnel regarding this RFP.

1.1 Schedule of Events

The projected schedule of events for this Request for Proposals is as follows:

Issue Date of the RFP ........................................ December 15, 2014

Questions and requests for clarification or information must be received, in writing, at the office of the person listed above by 5 p.m. .................................................. January 5, 2015

Mandatory Telephone Conference ................................ January 20, 2015

Proposal Submission Due Date
Proposals must be received, in writing, at the office of the Person listed above by 2:30 p.m. .................................................. February 2, 2015

Finalist Presentations ........................................ Week of February 23, 2015

Notification Date ........................................ March 16, 2015

Contract Start Date ........................................ Promptly upon contract negotiation and execution

These dates are estimates only and PGW reserves the right to alter this schedule as it deems necessary or appropriate.

The Mandatory Telephone Conference is scheduled for 10:00 a.m. on January 20, 2015 to answer questions and requests for clarification. Teleconference Information: Dial-In Number - 1-888-330-1716; Access Code - 3502326
Once the submitted proposals have been reviewed, PGW will select finalists for this RFP. The finalists will then be required to present their proposals to PGW. In addition, finalists will be required to provide PGW with a list of clients that utilize the proposed solution, which clients have agreed to allow PGW to visit their sites to review the utilization and performance of the proposed solution. PGW would prefer visits to clients that are as close to PGW geographically as possible.

1.2 Proposal Requirements

Proposals shall be accepted only from respondents (“Proposers”) who have:

1.2.1 Obtained from PGW a complete set of Proposal Documents and any addenda thereto issued by PGW (sometimes referred to as the “RFP”), consisting of the following five (5) sections, three (3) attachments and three (3) appendices:

Sections:

1. The Solicitation – Notice to Proposers
2. Project Definition and Requirements
3. Instructions to Proposers
4. Proposer Information
5. Proposal Evaluation, Negotiation and Contract Award

Attachments:

D. Disclosure Form
I. Demographic Survey
P. Pricing Matrix

Appendices:

A. Development Standards
B. General/Technical Requirements
C. Testing and Acceptance Standards

1.2.2 Taken part in the Mandatory Telephone Conference; and

1.2.3 Submitted a proposal pursuant to the instructions in this RFP as set forth in Section 3.

In evaluating the proposals, PGW will consider the demonstrated experience and ability of the Proposer to deliver the proposed solution, the scope and value of the proposed solution and the financial proposal of each Proposer as described in this RFP.
PGW hereby solicits proposals in accordance with these Proposal Documents.

2 Project Definition and Requirements

2.1 Overview of PGW/ GPS/AVL Project

PGW is a municipally-owned utility operated by the Philadelphia Facilities Management Corporation (hereafter referred to as “PFMC”). The successful Proposer will enter into a negotiated contract with PGW by PFMC. PGW provides natural gas service to approximately 515,000 active accounts within the city of Philadelphia, using 6,000 miles of gas mains and services. PGW is the only utility currently distributing natural gas within the city of Philadelphia, and its mission is to provide safe, reliable natural gas service to the citizens of Philadelphia at a reasonable cost.

PGW operates a total fleet of 650 vehicles and equipment, ranging from mid-size sedans to utility vans to backhoe loaders. Vehicles are acquired on a rotating basis. PGW began utilizing Telogis’ Fleet GPS/AVL solution in 2010 to monitor and track approximately 545 vehicles whose locations are transmitted over an AT&T network by an assortment of hard-wired real-time tracking hardware:

- (460) - Calamp - 2G w/antenna
- (20) - Calamp - 3G w/antenna
- (20) - Calamp - 3G wo/antenna
- (45) - Xirgo - 3G OBD Device

Pursuant to the implementation of the solution acquired through this RFP, PGW will expand its use of GPS technology beyond its current basic use. The new solution will interface with PGW’s automated dispatch/work management, fleet and fuel management systems, as described below.

- **Dispatch/work management.** AIMS (Advanced Intelligent Mobile Solutions) is the corporate work and asset management system in place for use by PGW’s Field Operations department to create, distribute and complete work orders involving gas services and associated other work activities. AIMS was developed in-house utilizing .NET and an Oracle database. Field Operations vehicles are equipped with ruggedized laptops that are locked down so that they can only connect to the AIMS application via a secure VPN-like connection.

  PGW Information Services will work closely with the selected vendor to develop and implement interfaces with the AIMS software.

- **Fleet Management.** PGW is currently upgrading to AssetWorks LLC’s FleetFocus M5 software solution from an older version of the product. This system is the repository from which the GPS system will retrieve vehicle-related information (e.g., make, model, vin, status, etc.)
• Fuel Management. PGW utilizes Multiforce Systems Corporation’s Fuel Force as its fuel management system.

2.2 Scope of Work

PGW is seeking proposals from qualified and experienced vendors to provide a cost-effective GPS/AVL solution that complies with the requirements of this RFP. The proposed solution must also comply with Appendix A (General/Technical Requirements), while any custom software development required to support the solution must adhere to the development standards described in Appendix B. Final acceptance of the implemented solution is contingent upon successful User Acceptance Testing (“UAT”) in accordance with the PGW Quality Assurance Testing and Acceptance Standards detailed in Appendix C. Proposers should provide the cost for all required hardware, communications, software and services.

Proposed solutions must allow end-users to run flexible, parameter-driven, built in reports and develop custom reports. Whether built-in or custom, end users must be able to:

• create new reports and save or run them immediately;
• run previously created reports;
• edit previously saved reports;
• upload new custom reports; and
• share, email or download reports.

Reports must at a minimum cover vehicle utilization, mileage, trip manifest, hardware diagnostics, safety (e.g., seat belt use, hard braking, fast acceleration), speeding and idling time. In addition, reports must be filterable, sortable and easily exported to other formats such as Excel.

The solution must store historical data for five years. If hosted, PGW must have access to the backend data in real time. Well documented bi-directional APIs need to be accessible to PGW to develop interfaces with other applications.

GPS/AVL – AIMS integration must support:

• Work route creation based on geographic location, skillset, type of work, appointment window, number of jobs and estimated job duration. Crew work routes will refresh every 4 hours.

• Emergency work assignment to closest available technician/crew. Gas leaks, explosions, carbon monoxide alarms and other emergencies take precedence over all other job orders. Visual representations must show the location of emergency jobs in relation to both available and unavailable PGW technicians, and will estimate time until unavailable technicians/crews become available. In other words, leak response work needs to be available for assignment by the dispatcher so they can assign the leak work to an available leak response technician first (as long as that technician can be on the leak location within 1 hour) and if either of those two conditions are met then the leak response work can be assigned by the dispatcher to another technician that is available as a second option.
- **Route deviation notification** via exception report and visual representation when vehicles deviate from system-identified optimal routes.

- **Real time view of all work assigned to technician/crew on Dispatcher’s screen** through layering of job and technician/crew locations. Supervisor maps must have the same functionality as Dispatcher maps but be limited to that particular Supervisor’s crew.

- **Real time views that indicate:**
  - whether vehicles are static or in motion;
  - work order type;
  - orders where the technician/crew on the job has exceeded the average job time;
  - appointments which are in jeopardy of not being met;
  - leak versus non-leak orders; and
  - pending versus active orders.

The proposed solution must include an automated driver identification process and support audio turn-by-turn instructions.

Proposers must indicate their platforms’ hardware/software requirements that are necessary to support the solution they are proposing. (Include the requirements for servers [if not hosting], workstations, mobile devices, etc.)

PGW retains the right to award this RFP to one or more Proposer(s) or to perform certain required tasks (such as hardware installation or software integration) with its own staff.

Proposers must detail in their proposals any restrictions (e.g., due to compatibility or intellectual property issues) on the use of components of the proposed solution with components that may be proposed by others. In addition, Proposers should separately define and price the proposed carrier plan and identify any limitations on the ability of PGW to utilize the proposed solution with a different carrier or wireless standard. Each Proposer should note the minimum and maximum load (number of concurrent users) for the proposed solution. Finally, Proposers should indicate if the proposed solution is to be hosted by the Proposer or housed within PGW and, if both options are available, the price difference. In the case of hosted solutions, PGW would like to know the capacity and expandability of the hosted solution within the Proposer’s present architecture.

### 2.3 Terms & Deadlines

The contract between PGW and the successful Proposer will be for one (1) year with three (3) optional renewal terms of one (1) year, commencing immediately upon Proposer selection and contract negotiation. PGW is required to have the completed GPS/AVL solution fully operational and in production by May 1, 2015. Therefore, UAT must commence by March 2, 2015. All schedules and proposed timelines must reflect these deadlines.
2.4 Proposal Pricing

The pricing of this proposal should be broken out into separate pricing of the carrier plan, hardware, hardware installation, software and any custom development.

2.5 Proposer Minimum Requirements

Proposers must have a minimum of five (5) years’ experience providing GPS/AVL solutions to corporate entities with 300-800 fleet vehicles. In addition, Proposers must have a demonstrated ability to provide GPS/AVL solutions for customers with a size and required functionality similar to PGW.

2.6 Licensing

The Proposer will be authorized to do business in the Commonwealth of Pennsylvania and comply with all pertinent state and federal requirements, codes and regulations.

If Proposer is a “business” as defined in The Philadelphia Code, Section 19-2601, Proposer must have a valid business privilege license, issued by the City of Philadelphia’s Department of Licenses and Inspections, to do business in the City of Philadelphia, prior to entering into any contract with PGW.

2.7 Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of PGW. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with PGW. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of PGW.

2.8 Confidentiality

Proposer must agree to keep confidential any and all information concerning the plans, operations or activities of PGW which may be divulged by PGW or ascertained by Proposer in the course of performing services under any contract with PGW. In the event Proposer is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Proposer shall, upon notice of such required disclosure and prior to disclosure, immediately notify PGW and allow PGW the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Proposer shall exhaust all legal means to prevent disclosure.
2.9 Minority Participation

PGW has established an anti-discrimination policy relating to the participation of Minority, Women, and Disabled businesses and persons (collectively, “DBEs”) in contracts. The purpose of PGW’s DBE policy is to provide equal opportunity for all businesses and persons and to assure that PGW funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. Proposers must complete Attachment I (Demographic Survey), attached hereto and submit same with their proposals.

2.10 Insurance

Proposer shall procure and maintain, at its own cost and expense, insurance with companies which 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, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer’s policies affording Additional Insureds 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 shall invalidate the coverage.

- **Worker’s Compensation and Employers Liability.** Workers Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than $1,000,000/per accident, $1,000,000/disease (policy limit), $1,000,000/disease (each employee).

- **Commercial General Liability.** Commercial General Liability Insurance is required with limits of not less than $1,000,000 Each Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate and $1,000,000 Personal/Advertising Injury. The 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, defamation, malicious prosecution, and slander). Products/Completed Operations must be included and maintained for at least three (3) years beyond completion of the work required by contract in accordance with the terms thereof. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a “Severability of Interests” clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to the Proposer or any subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer 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. The Additional Insured Endorsement(s) should also include Products/Completed Operations and “your work”. ISO endorsement CG20 37 07 04 or equivalent should be attached to policy. 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 Gas Works, and 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 is required.

- **Excess/Umbrella Liability.** Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than $2,000,000 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 coverage must be provided, with limits of not less than $3,000,000, 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 agreement between PGW and the Proposer and shall cover liability arising from information technology services, including but not limited to, intellectual property infringement, privacy infringement, computer or electronic information technology services and, if applicable, software development 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.

- **Fidelity/Blanket Crime Insurance.** Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than $2,000,000 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. PGW and PFMC shall be included as co-loss payees. A copy of the actual Loss Payee Endorsement is required.

**ADDITIONAL PROVISIONS**
A certificate of insurance evidencing all required coverage shall be filed with PGW prior to the commencement of work. 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.

Renewal certificates and policies, as required, shall be forwarded to PGW for as long as professional contractor performs the work as specified in the contract between the selected Proposer and PGW. 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.

2.11 Indemnification

The Proposer will be required in the contract to indemnify, defend and hold harmless PGW, PFMC, the City of Philadelphia, and each of their respective officers, employees, directors, boards, commissions and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Proposer's act or omission or negligence or fault or the act or omission or negligence or fault of Proposer's agents, subcontractors, suppliers, employees or servants in connection with this Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of this Agreement and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret), regardless of the negligence of PGW, PFMC, and/or the City of Philadelphia. In any and all claims, suits and actions against PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents, by any employee of Proposer, any subcontractor, or anyone for whose acts Proposer and its subcontractor is liable, the indemnification obligation set forth in this section shall not be limited in any way by any limitation on the amount or type of third party damages, compensation or benefits payable by or for Proposer or any subcontractor under workers' compensation acts, disability acts or other employees' benefit acts.

PGW does not indemnify.

2.12 Certificate of Non-Indebtedness

The successful Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the City of Philadelphia, PGW or PFMC (collectively the “City”), and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens,
judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to PGW at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification PGW shall have the right to, and may, at the option of PGW, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to PGW’s satisfaction within a reasonable time frame as specified by PGW in writing, this will offset any such indebtedness against said payments and/or terminate the contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney’s fees resulting from the termination).

2.13 Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex or sexual orientation. In the event of such discrimination, PGW may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.


Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with PGW or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities and programs provided in connection with this Agreement, (c) to PGW, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of PGW or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. §35.130, and all other regulations promulgated under Title II of “The Americans with Disabilities Act,” as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by PGW through contracts with outsider contractors.

2.14 MacBride Principles

Proposer certifies and represents that, to the best of its knowledge, (i) Proposer (including any affiliates under its direct control) does not have, and will not have at anytime during the term of any contract with PGW (including any extension or renewal thereof), any
investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided under any contract with PGW will originate in Northern Ireland, unless Proposer has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of any contract with PGW, Proposer covenants that it will not utilize any suppliers, subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or affiliates have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Proposer further covenants to include the provisions of this paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any contract with PGW. Proposer covenants that it will cooperate with PGW and City’s Director of Finance in any manner which PGW and the said Director deem reasonable and necessary to carry out PGW’s and the Director’s responsibilities under Section 17-104 of the Philadelphia Code which embodies the requirements set forth in this section. Proposer understands and agrees that any false certification or representation in connection with this section and any failure to comply with the provisions of this section shall constitute a material breach of any contract with PGW entitling PGW to all rights and remedies provided therein or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity. In addition, Proposer understands that false certification or representation in connection with this section is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

2.15 Governing Laws

Any contract entered into by PGW will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

2.16 Certain Required Disclosures

In accordance with The Philadelphia Code, Title 17, Chapter 17-400, 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. All Proposers must therefore complete Attachment D and include such completed Attachment with their proposal. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with PGW and for one year thereafter.
3 Instructions to Proposers

3.1 Proposal Preparation Requirements

3.1.1 Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following seven (7) completed sections in the following order:

3.1.1.1 Tab 1: Transmittal letter.

3.1.1.2 Tab 2: Scope of Work. Proposed work plan, procedure and timeline to provide the scope of work described in Section 2 of this RFP. The work plan should identify necessary resources and subtasks. As an example, depending on the work being done, the plan would include life cycle activities, data conversion, milestone reviews and hardware/software system installation. The work plan should also include a planning schedule listing key activities, deliverables and dates.

3.1.1.3 Tab 3: Proposal Pricing. Proposals must include pricing as required by Section 2.5 through the submission of a completed pricing matrix in the form attached as Attachment P.

3.1.1.4 Tab 4: Completed Section 4 (Proposer Information) of this RFP. All Proposals must include the following information and be signed (at the end of Section 4) as follows:

3.1.1.4.1 If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address.

3.1.1.4.2 If the Proposal is made by a partnership, the Proposal must:
   a) be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;
   b) include the name and mailing address of the partnership; and
   c) attach a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;

3.1.1.4.3 If a corporation makes the Proposal, the Proposal must:
a) be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;

b) include the name and mailing address of the corporation; and

c) attach a copy of the corporation’s by-laws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.

3.1.1.4.4 If the Proposal is made by a joint venture, the Proposal must:

a) be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;

b) include the name and mailing address of the joint venture; and

c) attach a copy of the joint venture agreement or other documentation signed by each member of the Joint Venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.

3.1.1.5 Tab 5: Qualification and Experience of Proposer. Proposers are strongly encouraged to list experience providing similar services and demonstrate compliance with the Proposer Minimum Requirements contained in Section 2.6.

3.1.1.5.1 Provide the names and resumes of each person who would be managing services to be provided hereunder;

3.1.1.5.2 Indicate whether the individual is a full time employee of Proposer’s organization (and if so for how long) or a subcontractor. If the individual is a subcontractor, list the engagements (and the particular responsibilities on each engagements) that the subcontractor has previously worked for Proposer;

3.1.1.5.3 Indicate the areas of the Project that each individual will be involved with or have responsibility for;

3.1.1.5.4 For each such individual, provide a reference list with phone numbers.

3.1.1.6 Tab 6: Completed Attachments D and I, and any other attachments required to be completed under the RFP.
3.1.1.7 **Tab 7: Additional Documentation.** Proposers should include the following:

- Screen shots;
- Listing of available reports with samples;
- List of available APIs with descriptions and general availability dates;
- Detailed description of proposed process flows for interfaces between the proposed solution and PGW’s AIMS, fuel and fleet management systems.

3.1.2 One (1) original Proposal, one (1) copy and one (1) CD containing a searchable PDF readable by Adobe Reader 7.0 or higher of the proposal, must be submitted in a sealed envelope or envelopes addressed to PGW Supply Chain Department, Philadelphia Gas Works, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. The name and address of the Proposer must also appear on the face of the envelope. The PDF file name should be as follows: PROPOSER_RFP_####_.PDF where Proposer is your company name and #### is the PGW RFP id number.

3.1.3 Failure to answer all questions completely and furnish all information required in these Proposal Documents may result in disqualification of the Proposer. PGW reserves the right to thoroughly investigate the financial status and experience of the Proposer.

3.1.4 It shall be the responsibility of the Proposer to deliver the Proposal and all other required items to the location specified in Section 1 of these Proposal Documents on or before the due date and time set forth in Section 1.

3.1.5 Oral communications from PGW personnel or other persons shall not be binding on PGW and shall in no way modify the provisions of the Proposal Documents. Official responses of PGW to inquiries regarding these Proposal Documents shall be issued by PGW in writing as addenda, and only such written responses shall be binding on PGW as modifications to these Proposal Documents.

### 3.2 Duration of Proposal

In consideration of PGW’s evaluation of the submitted Proposals, each Proposer agrees that its Proposal shall be a firm offer to PGW, and shall remain open for acceptance by PGW for a period of at least one hundred and twenty (120) days beginning with the submission due date set forth in Section 1 of these Proposal Documents, as may be revised by addenda.

### 3.3 Proposer’s Responsibility

The Proposer shall carefully examine the terms of the Proposal Documents and shall judge for itself all of the circumstances and conditions affecting its Proposal. PGW will endeavor
to present accurate information, but Proposers are advised to independently verify the accuracy of any information received.
4 Proposer Information

4.1 Proposer
Submitted by:

[Please type or print]

Name: __________________________________________

________________________________________________

Address: _________________________________________

________________________________________________

________________________________________________

Telephone: _______________________________________

Facsimile: _______________________________________

The undersigned Proposer hereby submits to PGW this Proposal as described herein and in the attached documents.

4.2 Qualifications Statement

The Proposer represents and covenants that the Proposer is fully qualified to provide the requested services to PGW. The undersigned further swears and affirms that the information contained in this response is true, accurate and complete.

4.3 Business Experience

4.3.1 The following describes other points of service by Proposer and the companies for whom the services were provided. Proposer should include a reference contact at the described companies, and this contact should have direct, specific responsibility
for the oversight of the program. In particular, the Proposer should describe all experience with projects similar to this project.


4.3.2 The Proposer has operated under its current name since ____, a period of _______ years, and the Proposer (if such be the case) formerly operated under the following name:

_________________________________________________________.
4.3.3 Proposer must attach the resume of the manager which it anticipates will be the contact for the services required by this RFP.

4.3.4 The Proposer submits herewith the following list of three (3) persons or businesses, which have knowledge of the Proposer’s ability to successfully perform the services for which this Proposal is submitted.

**REFERENCE NO. 1**

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<td>Nature of Association:</td>
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**REFERENCE NO. 2**

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<td>Nature of Association:</td>
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</table>
REFERENCE NO. 3

Name: ________________________________

Firm: ________________________________

Title: ________________________________

Address: ________________________________

Telephone: ________________________________

Facsimile: ________________________________

Nature of Association: ________________________________

4.3.5 The Proposer has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer. If a contract or agreement has been canceled, please explain.

4.4 Financial Information

4.4.1 If the Proposer requests that PGW receive and maintain any of the following financial information in confidence, the Proposer understands that such information may not be exempt from disclosure under the Philadelphia Home Rule Charter and/or the Commonwealth Right to Know Act. The Proposer agrees that PGW may make such disclosure or reproduce such financial information as is deemed necessary or convenient by PGW, its officers, agents, or employees, for PGW’s use in Proposal evaluation and comparison; provided, however, that if any person makes a request as contemplated by the Philadelphia Home Rule Charter and/or Commonwealth Right to Know Act to review or be provided with copies of such financial information or any part thereof, and PGW denies such requests, immediately upon notification thereof, the Proposer shall, at its sole cost and expense, defend PGW and its officers, agents, and employees against any action resulting from denial of such request. If the Proposer fails to promptly provide such defense, PGW, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action, whether in law or in equity, that it may have against PGW respecting such disclosure. The Proposer agrees to indemnify and hold harmless PGW, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney’s fees and court costs resulting from PGW’s or Proposer’s acts or omissions pursuant to this Paragraph.
4.4.2 The Proposer has ( ) has never ( ) [check one] had a bond or surety canceled or forfeited. (If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)

4.4.3 The Proposer has ( ) has never ( ) [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner’s Plan (Chapter 13). If the response is in the affirmative, provide the following information:

4.4.3.1 Date petition filed

4.4.3.2 Case No. and jurisdiction

4.4.3.3 Amount of liabilities and debts

4.4.3.4 Date of discharge or successful completion of reorganization or wage earner’s plan

4.4.4 The Proposer’s bank references are:

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<th>Name</th>
<th>Address</th>
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<td>4.4.4.3.</td>
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The undersigned herewith submits a letter from [name of financial institution] indicating that the Proposer has an available working line of credit of no less than ___________Dollars ($__________), or other evidence of Proposer’s capital sufficient to permit it to meet the obligations contemplated by its Proposal.

4.4.5 The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania, and City of Philadelphia, or will obtain proper authorization to do so before executing an agreement and furnishing the required bond or letter of credit, if any.
4.5 General Litigation Disclosure

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer’s business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4.6 Business Organization Statement

4.6.1 General Information

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

Principal Office Address:

Telephone Number:

Form of Business Entity [check one]

( ) Corporation
( ) Partnership
( ) Individual
( ) Joint Venture
( ) Other: ____________________________________________
4.6.2 Corporation Statement

If a corporation, answer the following:

Date of incorporation: ____________________________

Location of incorporation: ____________________________

Is the corporation authorized to do business in Pennsylvania? Yes (  ) No (  )
If so, as of what date? ____________________________

The corporation is held: Publicly (  ) Privately (  )

Furnish the name, title, and address of each director and officer of the corporation.

<table>
<thead>
<tr>
<th>DIRECTORS</th>
<th>Principal Business Affiliation Other than Proposer’s Directorship</th>
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### SHAREHOLDERS

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<th>Address</th>
<th>Number of Shares Owned</th>
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### OFFICERS

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4.6.3 Partnership Statement

If a partnership, answer the following:

Date of organization: __________________________
General Partnership ( )  Limited Partnership ( )

Partnership Agreement recorded?  Yes ( )  No ( )
Date Book Page County State

Has the partnership done business in Pennsylvania?  Yes ( )  No ( )
When? __________________________

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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<tr>
<th>Name</th>
<th>Address</th>
<th>% of Ownership</th>
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4.6.4 Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: ________________________________

Joint Venture Agreement recorded?     Yes (   )     No (   )

Date  Book  Page  County  State

Has the Joint Venture done business in Pennsylvania?  Yes (   )     No (   )

When?  ________________________________

Name, address of each Joint Venturer and percent of ownership of each:

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<th>Name</th>
<th>Address</th>
<th>% of Ownership</th>
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4.7 Warranties by Proposer

4.7.1 This Proposal has been completed to the best of the Proposer’s ability, and the Proposer swears that all information contained herein is true, correct and complete to the best of the Proposer’s knowledge, information and belief.
4.7.2 By submission of this Proposal, the Proposer acknowledges that PGW has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and Proposer authorizes the release to PGW of any and all information sought in such inquiry or investigation.

4.7.3 The Proposer declares by the submission of this Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any advantage against PGW; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer’s Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer’s general business.

The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposals issued by PGW.

PROPOSER:

DATE: ______________________

(Corporate Seal if Applicable)

Name of Proposer

By: _________________________

(signature)

Name:
Title:

Attest: _________________________

(signature)

Name:
Title:

[Add signature lines as necessary below.]
5 Proposal Evaluation, Negotiation and Contract Award

5.1 Disqualification of Proposers

5.1.1 If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which such Proposer is interested. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered.

5.1.2 No Proposal shall be received from, or contract awarded to, any PGW or City employee or official who may have any direct or indirect interest in such submitted Proposal or contract.

5.2 Qualification of Proposers

5.2.1 PGW will carefully consider the Proposer’s qualifications, proposed financial consideration, experience, financial responsibility, proposed scope of services and timeline in evaluating each Proposal. In PGW’s evaluation, the Proposal as a whole may bear more weight than the individual parts of the Proposal.

5.2.2 Following PGW’s review of the submitted proposals, PGW may select one or more Proposers with which to negotiate. PGW shall notify Proposer(s) of selection for negotiations. The date that the Proposer’s receipt of the notification is confirmed by PGW is referred to herein as the “Notification Date.”

5.2.3 Respondents to this RFP are subject to Philadelphia Code (Chapter 20-600) and the Pennsylvania Ethics Act (65 P.S. Section 401 et.seq.) All respondents are required to disclose any potential conflict caused by PGW or City employees having a financial interest in the entity entering into a contract or agreement with PGW.

5.3 General Reservation of Rights

5.3.1 This RFP and the process it describes are proprietary to PGW and are for the sole and exclusive benefit of PGW. No other party, including any respondent to this RFP or future Proposer to any RFP which may be issued by PGW, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by PGW, or any authorized agent of PGW and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of PGW with PGW having title thereto and unrestricted use thereof.
5.3.2 PGW reserves the right to reject as informal or non-responsive any Proposal that, in PGW’s sole judgment, is incomplete, is not in conformity with applicable law, is not responsive to this RFP, or contains ambiguities or services not called for by this RFP.

5.3.3 Without limiting the generality of any other provision of this RFP, PGW reserves the right, at any time prior to execution of an agreement with the successful Proposer, 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:

5.3.3.1 To request additional or supplemental information (including but not limited to information inadvertently omitted by any Proposer in response to this RFP) from any or all Proposers;

5.3.3.2 To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;

5.3.3.3 To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in PGW’s best interest to do so;

5.3.3.4 To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in PGW’s sole judgment, material to the Proposal;

5.3.3.5 To negotiate unacceptable provisions incorporated within an otherwise acceptable Proposal submitted in response to this RFP;

5.3.3.6 To reject without evaluation any Proposal that is incomplete, unclear, conditional, or which contains irregularities of any kind;

5.3.3.7 To reject any Proposal that in the sole discretion of PGW is not in the best interest of PGW;

5.3.3.8 To re-issue this RFP without change or modification;

5.3.3.9 To issue a subsequent RFP for this project with terms and conditions that are substantially different from the terms and conditions set forth in this RFP;

5.3.3.10 To cancel this RFP with or without issuing another RFP;

5.3.3.11 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to execution of a final agreement with a Proposer;
5.3.3.12 To reject the Proposal of a Proposer that, in PGW’s sole judgment, has been delinquent or unfaithful in the performance of any contract with PGW, or is financially or technically incapable of performing the services required in this RFP, or is otherwise not a responsible Proposer;

5.3.3.13 To permit or reject, at PGW’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Proposers following Proposal submission;

5.3.3.14 To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by PGW;

5.3.3.15 To conduct such investigations as PGW considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any Proposal;

5.3.3.16 To request clarifications of any unclear Proposal;

5.3.3.17 To negotiate simultaneously, or otherwise, with one or more Proposers;

5.3.3.18 To discontinue and resume negotiations with one or more Proposers;

5.3.3.19 To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;

5.3.3.20 To not proceed with the process described in this RFP, or to change any time schedules set forth herein; and

5.3.3.21 To not enter into an agreement pursuant to this RFP.

5.3.4 PGW intends to enter into contract negotiations with the selected Proposer. However, PGW reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Proposers. PGW reserves the right to negotiate acceptable terms in an otherwise unacceptable Proposal. Such negotiations may result in changes to material terms of this RFP; in such event, PGW shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals accordingly, unless PGW, in its sole discretion, determines that doing so and permitting such is in PGW’s best interest. Should negotiations not prove satisfactory with the recommended Proposer(s), PGW reserves the right to discontinue negotiations with the recommended Proposer(s) and additional firms may be asked to enter into negotiations or PGW may solicit new Proposals or issue a new Request for Proposals.
5.4 Award

5.4.1 PGW intends to award the agreement to the Proposer whose Proposal best satisfies the scope of services described in Section 2 and is otherwise in the best interest of PGW. The determination of award shall be made by PGW, in its sole discretion, which decision shall be final. PGW may employ such analysis, techniques and professional consultants for Proposal evaluation as it deems necessary. PGW may request submission of additional information to assist it in evaluating a Proposal, and the Proposer shall cooperate fully with such request. The contract resulting from this RFP will be awarded to the qualified Proposer whose Proposal PGW believes will be the most advantageous to PGW. PGW may condition an award on the successful Proposer’s agreement to such terms and conditions as required by PGW including, but not limited to, PGW’s indemnification.
ATTACHMENT D. 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:

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.

   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.

   [YES] [NO]

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, officeholder, 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.

   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.

   [YES] [NO]
3. Do you intend to use any subcontractors on this contract? If YES NO 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.

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).

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.

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)
ATTACHMENT I. DEMOGRAPHIC SURVEY

A key tenet of PGW’s practice of good corporate citizenship is its commitment to the use, non-discrimination against and development of qualified minority, disabled and women vendors and to non-discrimination in employment.

In an effort to insure the full inclusion of all segments of the American population, PGW is requesting that the following information be returned with your proposal:

A. Does your organization have a written program which addresses the utilization of minority business enterprises (MBE), disabled business enterprises (DBE) and women enterprises (WBE) in the manufacturing, distribution of servicing of your product(s)? If so, please furnish a copy of your program. Please provide statistics of MBE, DBE and WBE in (1) manufacturing, (2) distribution, and (3) service for the past two years.

   YES  NO 

   COMMENTS: ___________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

B. Does your organization foster economic growth and development by providing procurement opportunities to MBE/DBE/WBE firms as material suppliers, contractors, sub-contractors, etc? If so, please furnish a copy of your company policy or directive.

   YES  NO 

   COMMENTS: ___________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy.

   YES  NO 

   COMMENTS: ___________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
D. Please furnish data depicting the composition of your work force by ethnic group gender and their appropriate titles/job classifications.

<table>
<thead>
<tr>
<th># OF EMPLOYEES</th>
<th>TITLE CLASS</th>
<th>ETHNIC GROUP</th>
<th>GENDER</th>
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</table>

This information is for PGW use only and will be held in the strictest confidence. As a socially responsible corporation, PGW seeks to insure that its business partners are committed and dedicated to the practice of including all segments of the American population in their business practices. Accordingly, the information requested above must be provided or your proposal may be rejected as non-responsive.

If the information was provided to PGW within the past twelve months, please check here: □

Signature: ______________________________
Title: ______________________________
Name of Firm: __________________________
(Please Print)
## ATTACHMENT P. Pricing Matrix

<table>
<thead>
<tr>
<th>Description</th>
<th>General Comments, Details</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrier Plan (Indicate costs for various transmission intervals e.g. 5 minutes, 2 minutes, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardware purchase cost (Must be OBD-II compliant, OBDC devices. Indicate whether 3G or 4G)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPS device maintenance (Indicate length of device warranty period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of Hardware (Indicate out-of-hours installation costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**
Appendix A – General/ Technical Requirements

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>A1 Standards</strong></td>
</tr>
</tbody>
</table>
| 1   | Be compatible with the following standards:  
• IEEE 12207 – Standard for Information Technology - Software Life Cycle Processes  
• IEEE 829 – Standard for Software Test Documentation  
• IEEE 1008 – Standard for Software Unit Testing  
• PGW Information Services Software Architecture Standards listed in Appendix 3 of the present RFP |
| 2   | Workstation software should be compatible with Windows XP and Windows 7 (64-bit). Server software should be compatible with either SUSE Linux 11 or Microsoft Windows 2008 R2. |

<table>
<thead>
<tr>
<th></th>
<th><strong>A2 Maintenance</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PGW will assume responsibility for software maintenance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>A3 Documentation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide complete technical documentation, including but not limited to: Data structure, data dictionary, data model for BI tool, table description, installation procedures, troubleshooting guides, backup and recovery procedures, program descriptions, screen descriptions, etc.</td>
</tr>
</tbody>
</table>
Appendix B- Development Standards

Any custom development required to support this solution (interfaces, customizations, etc.) must adhere to PGW’s development standards.

Development Environment
- .Net Framework 4.0 and above
- VB .NET
- ASP .NET
- Oracle 11g
- Oracle Financials 12i

Operational Environment

Application Architecture

User Services
- VB.NET Client Application
- IIS/ASP.NET Web Application

Business Services
- IIS/ASP.NET Web Services
- Application Server Batch Processes

Database Services
- New Database Oracle 11g
- IT - Information eDirectory
- ADP Off Site database Flat Files

User Services are responsible for the client interaction with the system and provide a common bridge into the core business logic encapsulated by components within the Business Services layer.
**Business Services** provide the core functionality of the system and encapsulate business logic. They are independent from the delivery channel and back-end systems or data sources. This provides the stability and flexibility necessary to evolve the system to support new and different channels and back-end systems.

**Database Services** provide access to data, and to other (back-end) systems through generic interfaces, which are convenient to use from components within the Business Services layer.

**Programming Standards**

Coding conventions are programming guidelines that focus not on the logic of the program but on its physical structure and appearance. These conventions make the code easier to read, understand, and maintain.

**Visual Studio .NET**

Conventions for Visual Studio .NET in the PGW Mobile application are derived from conventions found on the Microsoft MSDN Web site:


This site provides coding conventions (recommendations) for application development. The sub-sections that follow define the basic requirements recommended for all PGW applications that use Visual Studio projects.
Appendix C – Testing and Acceptance Standards

PGW considers testing to be an integral part of the entire development and implementation life cycle. This life cycle includes the following:

**Certification Test Plans.**
PGW will require the successful Proposer to certify in writing that all code provided by the Proposer is free of defects, and must, prior to certification, submit test plans for PGW’s review and comment that describe and support the certification process for each of module of the application (the “Certification Test Plans”). The Certification Test Plans should be comprehensive in nature and assure that each module and the system as a whole meets the functional specifications as defined and agreed to during the design phase and that the system performs in an acceptable manner. The Certification Test Plans shall also describe the unit tests to be performed by the Proposer on the individual components within each module included in the application system. The unit-tested code in each module must be free of defects.

**Integration Testing**
After all modules of the application system have been individually tested and certified, the entire application system will be installed and configured on PGW’s test environment. The successful Proposer is responsible, in conjunction with PGW’s Quality Assurance (QA) Team and business users, for integration testing on the entire application system to assure that the system is ready for PGW acceptance testing. PGW and the Proposer will create an integration test plan, which must be comprehensive enough to demonstrate that sufficient load testing has been accomplished to assure that the application system will meet the response time requirements as defined in the scope of work. Any defects found during integration testing to be the result of code provided by the successful Proposer must be fixed by the Proposer within one day of discovery. The successful Proposer must be able to demonstrate that all round-trip transactions have been tested through the entire transaction flow.

**Reliability Testing**
Reliability testing will be performed by the successful Proposer and PGW’s QA Team and business users to verify that the entire application will satisfy the requirement of processing a normal daily workload of the PGW client departments and personnel. Those PGW business users shall jointly make the final determination as to whether the system passes the reliability test based on a minimum of 95% success rate on functional requirements test cases and must include only “Low Priority” defects. Defects are prioritized as follows:

- **High** – The defect results in the failure of the transaction or application.
- **Medium** – The defect does not result in a failure, but causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the application system’s usability.
- **Low** – The defect does not cause a failure, does not impair usability, and the desired processing results are easily obtained by working around the defect.
Functional, Regression, and Acceptance Testing
The PGW QA Team and business users will be responsible for fashioning and conducting functional, regression and acceptance testing, with the Proposer’s assistance. The application system and services provided shall not be finally accepted unless and until all Services and Deliverables required under the contract have been completed, delivered and signed off by PGW as being in conformance with the requirements of the scope of work and the terms and conditions of the contract. Once the successful Proposer and PGW have agreed that the system is ready for user acceptance testing, PGW will have 60 days to complete all user acceptance testing activities and either accept or reject the system in part or in whole. During acceptance testing the successful Proposer will have 5 calendar days to correct any reported system application defects identified by PGW. If a defect has not been corrected in 5 days, PGW at its reasonable discretion will have the option of stopping acceptance testing until all reported defects have been corrected. If PGW should identify a significant problem or system defect (one which would prevent the system from being deployed to production) during the final 2 weeks of acceptance testing, all acceptance testing will be halted until the defect is corrected; PGW will have a minimum of 30 days from that point to accept and/or reject the system in whole or in part.

Testing Tools
PGW’s QA Team uses the HP Quality Center test tool set to conduct testing. The successful Proposer must provide an electronic version of all test scripts in a format that can be imported into PGW’s version of the HP product to facilitate acceptance testing by PGW.

Testing Standards
All testing documentation provided by the successful Proposer must conform to the IEEE 829 as follows:

- **A Test Plan** describes the scope, approach, resources, and schedule of the testing activities. It identifies the items to be tested, the features to be tested, the testing tasks to be performed, the personnel responsible for each task, and the risks associated with the plan.
- **A Test Specification** consists of (three document types):
  1. A test design specification refining the test approach and identifying the features to be covered by the design and its associated tests. It also identifies the test cases and test procedures, if any, required to accomplish the testing and specifies the feature pass/fail criteria.
  2. A test case specification documenting the actual values used for input along with the anticipated outputs. A test case also identifies constraints on the test procedures resulting from use of that specific test case. Test cases are separated from test designs to allow for reuse in other situations.
  3. A test procedure specification identifying all steps required to operate the system and exercise the specified test cases in order to implement the associated test design. Test procedures are separated from test design specifications as they are intended to be followed step by step and should not have extraneous detail.
- **Test reporting** consists of (three document types):
  1. A test log used by the test team to record what occurred during test execution.
  2. A test incident report describing any event that occurs during the test execution which requires further investigation.
3. A test summary report summarizing the testing activities associated with one or more test design specifications.