

PHILADELPHIA GAS WORKS

REQUEST FOR PROPOSALS

FOR

LNG SALES AND ASSET OPTIMIZATION

Dated: 04/05/2016

RFP NO.: 30552



Philadelphia Gas Works – Request For Proposals
LNG Sales and Asset Optimization

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1 The Solicitation – Notice to Proposers

Notice is hereby given that Philadelphia Gas Works (“PGW”) will receive sealed proposals on or before **May 23, 2016**, 2:30 p.m. Eastern Standard Time, at the PGW Procurement Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for LNG sales and asset optimization.

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

PGW follows, and this RFP process is subject to, applicable codes, regulatory approvals, regulations, and guidelines for entering into long term transactions. Proposers are advised to thoroughly read this RFP in order to familiarize themselves with applicable deadlines, the nature of the solicited Project, the transactions suggested, the Proposal submission requirements, certain likely contract terms, and the Proposal evaluation guidelines.

Questions concerning this Request for Proposals shall be directed in writing towards Barbara Thomas, PGW Procurement Department, fax: (215) 684-6674, e-mail: Barbara.Thomas@pgworks.com with a copy to procurement@pgworks.com, or PGW Purchasing Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. **Proposers may not contact other PGW personnel regarding this RFP.**

1.1 Schedule of Events

1.1.1 RFP Project Schedule

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

Issue Date of the RFP	04/05/2016
Submission of Confidentiality Agreement as required by Section 3.1 on or before	04/19/2016
Submission of Questions on RFP on or before	04/26/2016
Mandatory On-Site Visits.....	05/02/2016 – 05/06/2016
Proposal Submission Due Date must be received in writing at the address above by 2:30 p.m. (EST)	05/23/2016
Presentation of Proposal (If Requested by PGW).....	Week of 06/06/2016
Notification Date.....	06/15/2016



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Negotiation of Agreement Completed08/01/2016*

Contract Approval Process Begins09/01/2016*

The Mandatory On-Site Visits will take place at the Port Richmond Plant, 3100 E. Venango Street, Philadelphia, PA 19134 or the Passyunk Plant, 3100 W. Passyunk Avenue, Philadelphia, PA 19145 and scheduled by Procurement. All attendees will be required to wear flame-resistant clothing, hard hats, safety glasses, and safety boots upon entering the Richmond or Passyunk Plants. Site visits will be scheduled for either 9:00 am or 1:00 pm, Monday through Friday, during the week of May 2, 2016. Contact Barbara Thomas by 4:00 pm, Tuesday, April 26, 2016 at 215-684-6674 or Barbara.Thomas@pgworks.com to schedule a site visit. The Confidentiality Agreement (Attachment B) must be received by PGW prior to scheduling a site visit, and a list of all attendees (name, title, company) must be provided. For Proposers that plan to attend the Mandatory Site Visit as a joint venture with other Proposers, each representative firm will be required to sign the Confidentiality Agreement.

During these one-on-one site visits, Proposers will be able to ask PGW personnel questions about the RFP. All questions and answers related to the Proposal will be recorded, collected, and distributed to all Proposers.

Upon the request of PGW, select Proposers may be offered the opportunity to present their proposal to PGW after the submittal deadline has passed.

An integrated, proposed project timeline for this RFP, as well as the contracting and the construction timeline for the New Liquefier, is located in Appendix A.

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

1.2 Proposal Requirements

Proposals shall be accepted only from 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 nine (9) appendices.

Sections:

- 1 The Solicitation – Notice to Proposers
- 2



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Project Definition and Requirements

- 3 Instructions to Proposers
- 4 Proposer Information
- 5 Proposal Evaluation, Negotiation and Contract Award

Attachments (to be completed and returned):

- B Confidentiality Agreement
- D Disclosure Form
- I Demographic Survey

Appendices (for reference):

- A Timeline for RFP's for LNG Sales and Expansion
- B1 Richmond Plant Site Plan
- B2 Adjacent Properties to Richmond Plant
- B3 Passyunk Plant Site Plan
- C Estimated Annual LNG Sales Volumes
- D PGW LNG Inventory Requirements
- E Contacts for PRPA, DRS, and Philadelphia Belt Line
- F Historical PGW Sales Service Charge (SSC)
- G Gas Supply Transportation Contracts

1.2.2 Scheduled and taken part in the Mandatory On-Site Visit and Q&A;

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

In evaluating the proposals, PGW will consider (a) demonstrated experience and ability of the Proposer(s) to perform as proposed, (b) the scope and value of the proposal to PGW, and (c) the financial proposal of each Proposer as described in this RFP.

PGW hereby solicits proposals in accordance with these Proposal Documents.

1.3 Release of Claims

By submitting a response to this RFP, the Proposer, on behalf of itself, its officers, directors, employees, agents, consultants, contractors and subcontractors, remises and releases and forever discharges PGW, the Philadelphia Facilities Management Corporation, the City, and any of their officers, directors, employees, agents, consultants, contractors and



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subcontractors from any and all claims arising out of participation in this RFP process, including, but not limited to, any claims for misrepresentation, breach of contract, recovery of costs for responding to the RFP or claims arising out of the award of the contract(s) to another Proposer(s).



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2 Project Definition and Requirements

2.1 Overview of PGW & Existing LNG Facilities

PGW is a municipally-owned local natural gas distribution company. It is managed by the Philadelphia Facilities Management Corporation (hereafter referred to as “PFMC”), a non-profit corporation. PGW provides natural gas service to approximately 500,000 customers within the city of Philadelphia, using 6,000 miles of natural gas mains and services. PGW is the only utility currently distributing gas within the city of Philadelphia. PGW is subject to the oversight of the Philadelphia Gas Commission, and the regulation of the Pennsylvania Public Utility Commission (“PUC”). The mission of PGW is to provide safe, reliable natural gas service to the citizens of Philadelphia at a reasonable cost.

PGW currently operates one of the nation’s largest LNG facilities at its Richmond LNG plant (“Richmond Plant”) located in the Port Richmond section of Philadelphia. The facility has been in service since 1969 with many additions and replacements. The current liquefier has been operational since 2005. Due to continued LNG facility upgrades and a robust training program, PGW’s employees possess a wide range of LNG plant operations and maintenance experience. A site plan of the Richmond Plant is attached as Appendix B1. The current capacities for Richmond Plant are located in Section 2.1.1.1.

The Richmond Plant is ideally located close to the Delaware River, rail lines, and Interstate 95. Richmond Plant is located across the street from the Tioga Marine Terminal. Tioga Marine Terminal is a waterfront cargo facility owned by the Philadelphia Regional Port Authority (“PRPA”). The Delaware River Stevedores (“DRS”) holds the lease on the Tioga Marine Terminal from PRPA and operates the terminal. A rail spur owned by the Philadelphia Beltline Railway runs adjacent to the Richmond Plant. This rail line connects to major rail line operators. There is also property adjacent to the Richmond Plant that is owned and operated by PGW where additional development may take place; see Appendix B2.

PGW also operates an LNG storage and vaporization facility in South Philadelphia at its Passyunk LNG plant (“Passyunk Plant”), situated on 59 acres near the Schuylkill River. The LNG storage and vaporization facility at the Passyunk Plant receives its liquefied gas supply from the Richmond Plant via cryogenic trailer trucks. Storage at the Passyunk Plant is necessary to meet PGW’s peak shaving needs. A site plan of the Passyunk Plant is attached as Appendix B3 and existing system capacities are listed in Section 2.1.1.2. The Passyunk Plant also offers access to rail lines and major highways. The location and local access for both facilities are shown in Appendices B1 through B3.

The primary purpose of PGW’s two LNG facilities is to provide natural gas supply for firm residential, commercial and industrial customers during the winter operating season (November through March). The LNG plants provide one third of Philadelphia’s demand for natural gas on a “Design Day” defined in PGW’s planning model as a day with an average temperature of 0 degrees Fahrenheit. In addition, the facilities provide gas supply throughout the winter operating season, particularly on days when customer demand



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exceeds available supply from interstate pipelines. Both facilities are integral components and allow PGW to provide a reliable supply of natural gas and cost savings.

Due to PGW's customers using less natural gas over the past decade, PGW has available LNG storage capacity that is currently underutilized. PGW presently requires 50 percent less LNG to support its worst-case scenario winter operating season ("Design Winter"). This equates to half of PGW's LNG storage capacity, or approximately 2 billion cubic feet (25,000,000 gallons).

Growing regional demand for LNG has enabled PGW to operate a robust interruptible LNG supply business. In fiscal year 2013 and 2014, and into 2015, PGW filled and sold over 2,000 trailers of LNG on an interruptible basis. PGW's LNG sales have been on an interruptible basis due to current limited liquefaction capability of approximately 1.8 billion cubic feet per year.

PGW is interested in optimizing its LNG storage assets, primarily by increasing LNG sales revenues by soliciting additional LNG customers to purchase LNG or LNG services. To do so, and to increase liquefaction system reliability for existing firm customers, PGW currently plans to increase liquefaction capacity with the addition of a new 21 MMSCFD (250,000 gpd) liquefier ("New Liquefier") that PGW will fund and build at the Richmond Plant. (Note: the sizing of the new liquefier may vary depending on the demand of the Proposers.) With this expansion, PGW estimates that up to 5.2 billion cubic feet (Bcf), or an additional 63 million gallons of LNG per year would be made available at PGW's Richmond Plant. PGW may select multiple Proposals.

2.1.1 System Description

2.1.1.1 Richmond Plant Facilities

Richmond Plant facilities include:

- Two (2) LNG storage tanks with over 4 billion cubic feet of total storage capacity.
- 16 million cubic feet of daily liquefaction capability (the current Expander Plant liquefaction facility has been operational since 2005).
- 450 million cubic feet per day of vaporization capacity.
- LNG truck/trailer loading capabilities of over 12 million cubic feet per day.
- PGW anticipates funding and constructing a new 21 MMSCFD (250,000 gpd) LNG liquefier (the "New Liquefier") which will be operational in Q1 2019.

2.1.1.2 Passyunk Plant Facilities

Passyunk Plant facilities include:

- One (1) LNG storage tank with 250 million cubic feet of total storage capacity.



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- Two (2) LNG vaporizers rated at 45 MMSCFD each.

2.1.1.3 Total LNG Available for Sales

The total LNG that will be available for firm sales contracts includes production from (1) the proposed 21 MMSCFD (250,000 gpd) New Liquefier and (2) the existing 16 MMSCFD (174,400 gpd) Expander Plant while EXCLUDING the volume reserved for PGW's Design Winter requirements. PGW predicts that annual firm sales of LNG totaling 5,207 million standard cubic feet (MMSCF), or 63 million gallons per year will be available. Additional volumes may be available as interruptible sales. The amount of interruptible volume available for Proposers will be examined on an annual basis and made available through a separate sales process.

The ultimate capacity of the New Liquefier will be based on the level of interest expressed by Proposers.

The breakdown of estimated annual LNG sales volumes is highlighted in Appendix C.

2.1.1.4 Operating Restrictions

In order to maintain a steady level of LNG in the tanks at the Richmond Plant, firm and interruptible LNG sales must be effectively managed throughout the year. For each LNG tank, the maximum level is 2,022 MMSCF (24.5 million gallons), while the minimum level is 180 MMSCF (2.2 million gallons). The minimum level must be maintained at all times. The withdrawal of LNG for firm sales during the winter season (November through March) and the summer season (April through October) must also be balanced with LNG vaporization, boiloff, liquefaction, and interruptible LNG sales activities.

Minimum volumes of LNG must be taken so that PGW can operate the New Liquefier with minimal interruptions. On average, an offtake of 100 MMSCF (1,190,000 gallons) per week would be necessary to fully utilize the available firm sales volumes of 5,207 MMSCF. Of the available interruptible annual sales volume of 1,018 MMSCF, up to another 20 MMSCF (238,000 gallons) per week could be available in a normal degree day year. These volumes could be made available for sale contingent on PGW requirements as each winter progresses. In a year with a Design Winter, PGW would require approximately 2.3 Bcf. Of that 2.3 Bcf, approximately 1.6 Bcf is required during the November through March winter operating season. PGW LNG inventory requirements are displayed in Appendix D.

2.1.1.4.1 LNG Pumping Capacity



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The maximum flow rate of LNG from PGW's LNG tanks at Richmond Plant is limited to 3,720 gpm at 225 psig. The maximum flow rate of LNG from the proposed New Liquefier is limited to 175 gpm at 30 psig. The maximum flow rate of LNG at Passyunk Plant is 90 MMSCFD.

2.1.1.4.2 Interstate Natural Gas Supply

The Williams Transco interstate pipeline (Richmond Gate Station) supplies high pressure gas typically above the 450 psig needed for liquefaction processes to the Richmond plant. PGW pipeline contracts for delivery to the Williams Transco Richmond Gate Station cannot exceed 130 MMSCFD during summer months and 142 MMSCFD during winter months without variances. The existing Expander Plant requires, on average, 100 MMSCFD to be operated at full liquefaction rate while the New Liquefier would require a raw feed rate of roughly 30 MMSCFD, dependent on the ultimate plant design.

Physical capacity of the Richmond Gate Station and laterals to the station is estimated to be approximately 170 MMSCFD. Further study is on-going to confirm the physical capacity.

PGW may also install a feed gas booster compressor capable of utilizing feed gas from the Spectra-owned TETCO pipeline which currently supplies approximately 100 psig gas into the Richmond Plant. This supply pressure can be compressed to over the 450 psig which is required for liquefaction, resulting in higher operating and maintenance costs, but adding the ability to purchase additional potentially lower-priced supply.

The proposed New Liquefier would be operated during the 275 days spanning from March to December; bringing the facility offline for maintenance activities in the winter; allowing the current Expander Plant to operate at full rate when winter operating conditions permit. During summer months, the existing Expander Plant would be taken offline for maintenance activities. Therefore, PGW pipeline contract delivery entitlements could impose some minor restrictions on the liquefaction rate during the "shoulder" months of October, November, March, April, May, and June when both plants might be operating simultaneously. Curtailed operation of the existing liquefier may also be necessary during the winter operating season when all supply is needed for PGW firm sendout requirements.

2.1.1.4.3 LNG Truck Loading

The current loading of LNG trailers takes place at loading bays located within the Richmond Plant. PGW currently has one loading bay operational at a time but



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will expand to allow for simultaneous use of the additional bay prior to the commencement of production of the New Liquefier. With the proposed two loading bays, PGW could fill a maximum of 30 trailers per day operating 24 hours per day. During normal working hours, 6 am – 3 pm, PGW could fill 12 trailers per day. Vapor handling could limit the number of trailers depending on barometric pressures.

Options for expansion of additional (2+) truck loading facilities by the Proposer(s) beyond PGW's existing loading bays can be discussed. Expansion may be outside or on PGW property.

Options for expanding truck loading facilities on PGW property are identified in Appendix B2.

Construction and operation of any truck loading facilities outside PGW property would be the responsibility of the Proposer(s). Operation of any truck loading facilities on PGW property would be the responsibility of PGW (See Section 3, Tab 8).

2.1.1.4.4 Marine Vessel Loading

The Richmond Plant is located near the Delaware River, and adjacent to the Tioga Marine Terminal, which has potential for expansion to marine bunkering and barging operations using LNG as a fuel and cargo. Proposers that are interested in accessing the marine LNG fuel or export markets will be responsible for financing harbor-side infrastructure and developing agreements and logistics with the Philadelphia Regional Port Authority (PRPA) and the Delaware River Stevedores (DRS). Contacts for the PRPA and DRS are located in Appendix E.

Construction and operation of any loading facilities outside PGW property would be the responsibility of the Proposer(s). Operation of any loading infrastructure and accessories on PGW property would be the responsibility of PGW.

Any expansion of loading facilities beyond the existing and planned infrastructure on PGW property or outside PGW property would be the financial responsibility of the Proposer(s) (See Section 3, Tab 8).

2.1.1.4.5 Railroad Loading

The Richmond Plant is also ideally located near a railway line that runs adjacent to PGW property. Proposers that are interested in developing a rail loading



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operation for LNG fueling and/or transportation would be responsible for financing the infrastructure and developing agreements and logistics with the Philadelphia Beltline Railway.

Options for expansion of rail loading facilities by the Proposer(s) on PGW property are identified in Appendix B2.

Construction and operation of any loading facilities outside PGW property would be the responsibility of the Proposer(s). Operation of any loading infrastructure on PGW property would be the responsibility of PGW.

Any expansion of loading facilities beyond the existing and planned infrastructure on PGW property or outside PGW property would be the financial responsibility of the Proposer(s) (See Section 3, Tab 8).

Contacts for the Philadelphia Beltline are located in Appendix E.

2.1.1.4.6 Loading Expansion – Additional Considerations

For those whose proposals will involve expansion of loading facilities beyond the proposed 2 bays, consideration must be given to cooldown of piping and vapor handling associated with loading LNG into ISO containers, bunkering barges, or rail cars. These activities may require the use of PGW infrastructure. Neighboring properties of the Richmond Plant can be seen in Appendices B1 and B2. Proposers should discuss plans related to these activities.

All construction of additional loading facilities on PGW property will be performed, owned and operated by PGW, but must be financed by Proposer(s).

2.1.1.5 FERC Framework

PGW's existing LNG facilities are governed by Federal Regulation 49 CFR, Part 193. PGW's current LNG activities do not fall under FERC jurisdiction. Any new activities that could be viewed as bringing PGW or its LNG activities within the jurisdiction of FERC must be addressed in advance to PGW's satisfaction. The successful Proposer(s) will be responsible for acquiring any required orders or opinions regarding FERC jurisdiction with the assistance of PGW. The cost of acquiring the needed orders or opinions, if any, will be the responsibility of the successful Proposer(s), and must be received before PGW proceeds with execution of any contract with Proposer(s) and construction of the proposed loading facilities. The grandfathered status of PGW's existing facilities must not be affected.



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2.2 Proposal Options

PGW is seeking proposals that will allow PGW to optimize and derive maximum long term revenues from the use of its LNG assets. PGW is primarily seeking proposals from entities seeking to buy LNG on a firm, long-term basis, but will also consider other arrangements that will enable PGW to monetize its assets. (Note: PGW intends to build, finance, operate and maintain the 21 MMSCFD New Liquefier independently. Therefore, proposals seeking to finance and/or construct the New Liquefier are not requested.)

Below are broad descriptions of proposal options that PGW will entertain in response to this RFP. PGW may ultimately select more than one Proposer.

2.2.1 Option 1 – LNG Sale Contracts

There are two primary options for LNG Sales Contracts for which PGW is seeking Proposals. Proposers may select either the Supply Sale Option or the Tolling Option, described below. Multiple Proposers may be considered for Options 1A and 1B. PGW will favor Proposals that will offer the highest revenue opportunities to PGW for these services.

2.2.1.1 Option 1A – Supply Sale Option

Under this option, PGW will sell LNG on a long-term firm basis to the Proposer(s). PGW will provide gas supply for buyers and pass the commodity cost through at-cost, along with a quarterly adjusted Sales Service Charge (SSC). In addition, the fee will include a liquefaction and loading charge (to be proposed by the Proposer(s)), A history of the SSC is attached in Appendix F.

2.2.1.2 Option 1B – Tolling Option

Under this option, PGW will provide a long-term, firm liquefaction service. Proposers will be responsible for procuring supply to be delivered to PGW and entering a tolling contract with PGW. The Proposer(s) would absorb all commodity and demand charges while only paying PGW a liquefaction and loading fee (to be proposed by the Proposer(s)).

2.2.2 Option 2 – Asset Management and Optimization of Pipeline Capacity

To facilitate greater market access for Proposers and enhance the value of the LNG, PGW is interested in receiving expressions of interest from Proposers who would want to assume the management responsibilities for part of PGW's interstate pipeline transportation contract portfolio. PGW is interested in considering proposals that would be responsible for the asset management equaling the pipeline capacity necessary for the New Liquefier; estimated to be approximately 30,000 MCF per day. PGW currently has transportation contracts on the Williams Transco and



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Spectra-owned Texas Eastern pipelines that could be utilized for this arrangement. Under this arrangement, revenue realized from optimization of pipeline transportation, LNG storage and vaporization would be shared. PGW has approximately 150,000 MCFD of excess LNG vaporization capacity into its LDC distribution system beyond what is required for design conditions. A listing of PGW interstate transportation and storage contracts is provided in Appendix G.

PGW's willingness to enter into an agreement for asset management and optimization services is contingent on Proposer executing a contract for one of the options shown in sections 2.2.1.1 or 2.2.1.2. Only one Proposer will be selected for Asset Management and Optimization under this RFP. This RFP envisions that asset management services and the start of firm LNG sales would begin in the same general timeframe. PGW reserves the right to terminate any asset management agreement if the Proposer is unable to take the agreed upon amounts of LNG.

2.2.3 Option 3 – LNG Development at Passyunk Plant

Development of LNG infrastructure at the Passyunk Plant is another option for systematic LNG expansion, as shown in Appendix B3. As an asset with available space, storage, and transportation infrastructure, PGW is interested in responses from Proposers that will invest in developing new infrastructure and/or utilizing existing infrastructure at the Passyunk Plant. Adding LNG production and/or storage at Passyunk Plant would eliminate the need to truck LNG for winter system support.

PGW currently does not have plans for investment in new facilities at the Passyunk Plant. Development costs would be the responsibility of the Proposer(s).

2.2.4 Option 4 – Potential Second Phase LNG Expansion

There is the potential for a second phase of LNG expansion in the future at the Richmond Plant. PGW is interested in assessing proposals for long-term development and expansion of LNG infrastructure to reach emerging markets in the marine and rail sectors for local and regional markets, including exports. PGW has not conducted extensive studies for a potential second phase expansion beyond a conceptual level but believe such an expansion may be possible for up to 500,000 gallons per day.

Proposers should discuss their interest in a second phase expansion inclusive of volumes, how and when they would propose to develop the project. **PGW's willingness to enter into an agreement for a Second Phase LNG expansion is contingent upon Proposer executing a contract for one of the options shown in sections 2.2.1.1 or 2.2.1.2.**



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2.3 Term

The contract length between PGW and the successful Proposer(s) will be flexible and will be determined by the proposal options described in Section 2.2 of this RFP. It is anticipated that PGW will take delivery of the New Liquefier in Q1 2019, in accordance with the anticipated project schedule as set forth in Appendix A. Commitments for a term of not less than 15 years are preferred.

2.4 Proposal Pricing

Each Proposal must include information as described in Section 3 of this RFP.

2.5 Proposer/Personnel Minimum Requirements

PGW seeks to contract with an established entity or entities with proven ability and background in the utility and energy industries. The successful Proposer(s) must be able to demonstrate its ability to honor its long-term commitments to PGW by providing proof acceptable to PGW that it will be able to effectively market and distribute LNG downstream.

2.6 Licensing

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

If Proposer is a “business” as defined in The Philadelphia Code, Section 19-2601, Proposer must have a valid Commercial Activity License, issued by the City of Philadelphia, in order to do business in the City of Philadelphia, prior to entering into any contract with PGW.

2.7 Financial Security

Upon the execution of the contract(s), the successful Proposer(s) shall be required to provide security in an amount and form acceptable to PGW (e.g., performance and payment bond, letter of credit, corporate guaranty of parent company, etc.) as security for the faithful performance of and compliance with all the terms and conditions of the contract.

2.8 Confidentiality

It is anticipated that Proposer may request that certain information included in its Proposal be deemed “proprietary” and handled by PGW in a confidential manner. Examples of proprietary business information include: Proposer’s preferred transaction structure, estimated storage and vaporization requirements, proposed “in service” date, and plans for transportation. PGW will enter into a confidentiality agreement with Proposer, in the form of Attachment B, encompassing Proposer’s proprietary business



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information, in which the Proposer expressly agrees that PGW may make such disclosure or reproduce such proprietary information as is deemed necessary by PGW, for PGW's use in Proposal evaluation and comparison, including, without limitation, disclosure to PFMC, the City, the Authority and their respective officers, boards, agents, counsel, employees or regulators. Notwithstanding the foregoing, the Proposer understands that its proprietary business information may not be exempt, in all instances, from disclosure to other persons under applicable law, including, without limitation, the Philadelphia Home Rule Charter and/or the Commonwealth of Pennsylvania Right to Know Act, and further, that if any other person makes a request as contemplated by such law to review or be provided with copies of such 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 by counsel satisfactory to PGW and hold harmless 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 or defend such action at Proposer's expense, 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 or defense.

The 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 the Proposer in the course of performing services under any contract with PGW. A form of Confidentiality Agreement is attached hereto as Attachment B and must be signed and returned to PGW in order for the Proposer to receive additional RFP updates, be permitted to participate in subsequent informational calls, and make site and other visits.

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.

Within a reasonable time after the Proposer is notified that its Proposal has been selected by PGW for further consideration, the Proposer will be required to submit a DBE participation plan for PGW's review and approval. PGW will provide the Proposer with information regarding required DBE participation ranges on the Notification Date. The plan would be for Proposals involving construction by the Proposer.

2.10 Insurance

For arrangements involving filling tanker trucks from the fueling station at the Richmond Plant, the insurance requirements are as follows:



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Unless otherwise approved by PGW's Director of Risk Management in writing, Customer shall, at its sole cost and expense, procure and maintain in full force and effect, covering Customer's acts and/or omissions in conjunction with this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers which have A.M. Best's rating of A- or better, admitted to do business in the Commonwealth of Pennsylvania or otherwise acceptable to PGW. All insurance herein shall be written on an "occurrence" basis and not a "claims-made" basis. A certificate of insurance providing evidence of Workers' Compensation, Automobile Liability, General Liability and Excess/Umbrella coverage shall be filed with PGW prior to commencement of work. The insurance shall provide for at least thirty (30) days prior written notice to be given to PGW in the event coverage is materially changed, canceled, or non-renewed. PGW, PFMC, 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 the coverage afforded PGW, PFMC, and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions, and agents, as Additional Insureds, will be primary to any other coverage available to them 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 \$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 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 arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and Personal Injury. Products/Completed Operations must be included and maintained. ISO Contractual Liability Limitation Endorsement #CG2391093 shall not apply to the 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 Customer or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Customer has been included as an Additional Insured. Philadelphia Gas Works, Philadelphia Facilities Management Corporation, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- 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; \$5,000,000 if hazardous materials or



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waste are to be transported by Customer or its subcontractor. Such policy must contain a "Severability of Interests" clause. Endorsements MCS90 and CA9948 are to be attached if hazardous materials or waste are to be transported. PGW, PFMC, 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.

- Excess/Umbrella Liability. Customer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000 in Any One Claim or Occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract. 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.
- Self-Insurance. Customer may not self-insure any coverage required under this Agreement without providing prior written notification to PGW's Director of Risk Management. In the event Customer wants to self-insure any coverage listed above, it shall submit to PGW's Director of Risk Management, prior to the commencement of Services hereunder, a certified copy of Customer's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by PGW's Director of Risk Management. If self-insurance of a required coverage is acceptable to PGW, it is understood and agreed that PGW, its officers, employees and agents shall be entitled to receive the same coverage and benefits under Customer's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to PGW. If at the time of commencement of the term of this Agreement, Customer self-insures its Automobile Liability and/or Workers Compensation and Employers' Liability coverage, Customer may, in lieu of the foregoing, furnish to PGW a current copy of the state issued Certificate of Self-Insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Agreement by Customer to PGW, or to limit Customer's liability under this Agreement to the limits of the policies of insurance (or self-insurance) required to be maintained by Customer hereunder.
- Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverages must specifically reference the PGW contract for which they are being submitted. The original certificate of insurance must be submitted to PGW's Director of Risk Management at the following address:

Director of Risk Management

Philadelphia Gas Works



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800 W. Montgomery Avenue

Philadelphia, PA 19122

A copy of the certificate of insurance shall be submitted to PGW's LNG Project Manager at the following address:

LNG Project Manager

Philadelphia Gas Works

800 W. Montgomery Avenue

Philadelphia, PA 19122

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

For all other arrangements, the following provision applies:

If awarded a contract, the Respondent shall carry, at its own expense, insurance with companies carrying a Best Rating of not less than A- and approved by PGW, with coverage limits to be mutually agreed upon. Certificates of Insurance evidencing all of the required coverages 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 Respondent performs the work as specified in this contract. All certificates and policies shall contain a provision that coverages afforded will not be canceled or materially altered until at least thirty days after 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



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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 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 this Agreement 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 shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975, (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972, (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.



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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 Environmental Conditions

The Richmond Plant and Passyunk Plants and adjacent properties have been determined to contain certain hazardous substances. PGW has undertaken studies to identify and delineate the locations of its property where the existence of contaminants will require mitigation or precautionary measures. These studies will be disclosed to Proposers who have agreed to the Confidentiality Agreement attached hereto as Attachment B. PGW does not believe any of the site conditions present an impediment to the opportunities contemplated herein, but the Proposer will need to undertake its own due diligence regarding same. It is not the intention of PGW or the City to transfer any existing liabilities to the Proposer.

PGW does not believe any of the site conditions present an impediment to the development opportunities contemplated herein. Pursuant to the negotiated terms of a proposed agreement with the Proposer, PGW will only seek environmental indemnities against further contamination or the aggravation of existing substances. It is not the intention of PGW or the City to transfer any existing liabilities to the Proposer.

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.



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3 Instructions to Proposers

3.1 Pre-Proposal Requirements

Signed Confidentiality Agreement: Proposers are required to complete, execute and submit the Confidentiality Agreement attached as Attachment B hereto on or before the date set forth in Section 1.1.1.

3.2 Proposal Preparation Requirements

3.2.1 Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following nine (9) completed sections in the following order:

3.2.1.1 Tab 1: Transmittal letter. Proposers are required to provide a written summary of the scope of the transaction with PGW, development plans, and timeframe as described in Section 2 of this RFP.

3.2.1.2 Tab 2: Option 1A/1B: Proposal for LNG Sale Contracts at Richmond Plant.
(Leave Tab 2 blank if not applicable).

3.2.1.2.1 Proposers interested in either the **Supply Sale Option** (Option 1A, 2.2.1.1) or **Tolling Option** (Option 1B, 2.2.1.2) at the Richmond Plant must provide responses to the following, if applicable:

- Desired length and type of contract (Option 1A or 1B) for LNG.
- Requested annual volume(s) of LNG offtake (MMSCF and gallons/year) for each specified year.
- Proposed liquefaction and loading charge in Dollars per MCF and gallons.
- Proposed indexed pricing.
- Proposed plan for delivery of commodity to PGW City Gate, if applicable.

3.2.1.2.2 Because new distribution methods for shipping LNG may impact PGW's operations, FERC jurisdictional status, and marketing interests, Proposers should provide at least the following general information:

- Proposed end use of LNG such as marine fuel, electric generation, long haul trucking, etc.



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- Proposed destination of LNG; regional location.
- Preferred shipping method – such as ISO-containers, LNG trailers, marine bunkering, or rail with clear indication of whether reliance on PGW's current trucking operations is a material component of this Proposal.

3.2.1.2.3 Proposers should provide a summary of work, if any, that would be **required by the Proposer** to develop LNG delivery infrastructure in or around PGW's Richmond Plant to take delivery of the product (e.g. marine loading or truck loading bays). This section should at least include discussion of the following:

- Estimated space requirements and location of any new loading facilities, piping, etc. that are being proposed by the Proposer (if applicable). Proposers should distinguish and indicate which facilities would be located on PGW property and which would be located outside of PGW property. Refer to Appendices B1-B2.
- Description of interconnecting piping and operation of same.
- Vapor (boil off) handling of loading facilities.
- Operating and maintenance responsibilities of Proposer. PGW will operate facilities on PGW property.
- Estimated volumes to be delivered on either a daily, weekly, or monthly basis expressed in million standard cubic feet.
- Construction and in-service schedules of Proposer work for coordination with PGW schedules.
- Expected challenges related to communication with officials, communities and regulatory agencies.
- Expected regulatory hurdles and timing (e.g. attaining a FERC Declaratory Order, LNG Vapor Dispersion Concerns, etc.) if applicable.

3.2.1.3 Tab 3: Option 2: Proposal for Asset Management and Optimization of Pipeline Capacity. *(Leave Tab 4 blank if not applicable).*

Note: All Proposals for Asset Management and Optimization of Pipeline Capacity **MUST** be accompanied by a Proposal for either the Supply Sale Option 1A or the Tolling Option 1B, with a completed Tab 2.

3.2.1.3.1 Proposers interested in Asset Management and Optimization of Pipeline Capacity must provide responses to the following, if applicable:



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- Proposed plan for PGW Asset Management and Optimization.
- Proposed Shared Revenue Structure.
- Evidence of Proposer’s ability to manage interstate assets.
- Proposer’s desire and ability to source natural gas supplies for PGW consumption, as required.
- The particular contracts and contract quantities it desires to manage; and
- Other material terms and conditions.

Proposers should indicate in their Proposal and also provide evidence of its ability to manage midstream assets, the particular contracts and contract quantities it desires to manage, and material terms and conditions governing the asset management service agreement with PGW.

3.2.1.4 Tab 4: Option 3: Proposal for LNG Development at Passyunk Plant. *(Leave Tab 3 blank if not applicable).*

3.2.1.4.1 Proposers interested in LNG development at the Passyunk Plant must provide responses to the following, if applicable:

- Description of proposed development.
- Proposed timeline for project.
- Annual volume(s) of LNG offtake.
- Proposed value to PGW.
- Proposed plan for delivery of commodity to PGW City Gate.

3.2.1.4.2 Because new distribution methods for shipping LNG may impact PGW’s operations, FERC jurisdictional status, and marketing interests, Proposers should provide at least the following general information:

- Proposed end use of LNG such as marine fuel, electric generation, long haul trucking, etc.
- Proposed destination of LNG; regional location.
- Preferred shipping method – such as ISO-containers, LNG trailers, marine bunkering, or rail with clear indication of whether reliance on PGW’s current trucking operations is a material component of this Proposal.



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3.2.1.4.3 Proposers should provide a summary of work that would be **required by the Proposer** to develop the LNG infrastructure in or around the Passyunk Plant to take delivery of the product. This section should at least include the following:

- Estimated land requirements and location of any new liquefaction and storage facilities, piping, etc. that are being proposed by the Proposer (if applicable). Refer to Appendix B3.
- Estimated volumes to be delivered on either a daily, weekly, or monthly basis expressed in million standard cubic feet.
- Construction and in-service dates.
- Expected challenges.
- Expected regulatory hurdles.

Proposers should provide a summary of work that would be **required by PGW** to develop the LNG infrastructure in or around the Passyunk Plant to distribute the product.

Note that all proposed LNG infrastructure construction on property owned or operated by PGW must be performed by PGW. Proposers would be responsible for compensating PGW for this work as described in Tab 9 (Compensation to PGW).

3.2.1.5 Tab 5: Option 4: Proposal for Potential Second Phase LNG Expansion. *(Leave Tab 5 blank if not applicable).*

3.2.1.5.1 For plans to distribute LNG with a Second Phase of LNG Expansion at the Richmond Plant, Proposers should provide at least the following information:

- Proposed timeline for project.
- Proposed end use of LNG such as marine fuel, electric generation, long haul trucking, etc.
- Proposed destination of LNG; regional location.
- Preferred shipping method - such as ISO-containers, LNG trailers, marine bunkering, or rail with clear indication of whether reliance on PGW's current trucking operations is a material component of this Proposal.

3.2.1.5.2 Proposers should provide a summary of expectations for a Second Phase of LNG Expansion. This section should at least include the following:



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- Estimated volumes to be delivered on either a daily, weekly, or monthly basis expressed in million standard cubic feet.
- Desired in-service date.
- Expected challenges.
- Preferred form of financing and construction.

3.2.1.6 Tab 6: 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:

3.2.1.6.1 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.

3.2.1.6.2 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;

3.2.1.6.3 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.

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



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- 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.

3.2.1.7 Tab 7: Qualification and Experience of Proposer. Proposers are to list any relevant experience.

3.2.1.7.1 Provide the names and resumes of each person who would be managing operations hereunder;

3.2.1.7.2 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;

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

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

3.2.1.8 Tab 8: Compensation to PGW. Proposers are required to present a consolidated summary of the estimated compensation offered to PGW. Proposals that contain indexed or variable compensation to PGW must describe in reasonable detail the contemplated structure. It should also address key operating, market and financial risks, and Proposer's measures to mitigate or manage such risks.

The summary should include clear explanations of Proposer's preference for various compensation structures (annual v. volume; fixed v. indexed). Financial proposals shall include full documentation of key assumptions for estimating the NPV of cash flow to PGW. Proposers proposing on optional transactions must specify the compensation to PGW for each of these transactions.

All proposed LNG infrastructure construction on property owned or operated by PGW must be completed by PGW. This includes but is not limited to engineering, piping, valving, and instrumentation work. Proposers will be responsible for providing PGW with compensation for such construction.



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- 3.2.1.9 Tab 9: Completed Attachments D and I**, and any other attachments required to be completed under the RFP.
- 3.2.2** One (1) original Proposal, seven (7) copies and one (1) CD containing a PDF readable by Adobe Reader 7.0 or higher of the proposal, must be submitted in a sealed envelope or envelopes addressed to PGW Procurement 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_30552.PDF where Proposer is your company name and 30552 is the PGW RFP id number.
- 3.2.3** 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.
- 3.2.4** 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 1.1.
- 3.2.5** 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.

3.3 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.



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4 Proposer Information

4.1 Proposer

Submitted by:

[Please type or print]

Name: _____

Address: _____

Telephone: _____

E-mail _____

Address:

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



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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:

_____.



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- 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

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Nature of Association: _____

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Nature of Association: _____



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REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

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.



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4.4.2 Proposers shall submit financial statements, credit ratings and other documentation that evidence their ability to (i) make the necessary investments in the LNG Sales and Asset Optimization, (ii) procure imported LNG supplies, and (iii) and to otherwise accomplish the Project and options proposed by the Proposer.

4.4.3 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.)

4.4.4 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:

4.4.4.1 Date petition filed

4.4.4.2 Case No. and jurisdiction

4.4.4.3 Amount of liabilities and debts

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

4.4.5 The Proposer’s bank references are:

	Name	Address
4.4.4.1.	_____	_____
4.4.4.2.	_____	_____
4.4.4.3.	_____	_____

The undersigned herewith submits a letter from

_____ indicating that the Proposer has an
(name of financial institution)

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.

4.4.6 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



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authorization to do so before executing an agreement and furnishing the required security.

4.5 General Litigation Disclosure

Proposer must describe any concluded, 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



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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.

DIRECTORS

	Name	Address	Principal Business Affiliation Other than Proposer's Directorship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____



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SHAREHOLDERS

	Name	Address	Number of Shares Owned
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

OFFICERS

	Name	Position
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____



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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:

	Name	Address	% of Ownership
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %
5.	_____	_____	_____ %
6.	_____	_____	_____ %



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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:

	Name	Address	% of Ownership
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%

4.7 Warranties by Proposer

4.7.1 The Proposer’s 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.



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- 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.

- 4.7.4** The Proposer understands that the transactions related to this RFP (including construction of necessary facilities by PGW) may require review and/or approval by PGW’s owner, the City of Philadelphia, and/or other regulatory authorities. Proposer will familiarize itself with all project review and approval requirements, contingencies and schedules, and will cooperate with PGW respecting all necessary and required steps toward completion.

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:



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[Add signature lines as necessary below.]



5 Proposal Evaluation, Negotiation and Contract Award

5.1 Disqualification of Proposers

- 5.1.1 If there is reason to believe that improper collusion exists among Proposers, none of the participants in such collusion will be considered. Similarly, unsolicited proposals may not 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 transactions, 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 All Proposers 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 Key Evaluation Criteria

Proposals shall be evaluated on the basis of what is in the best interests of PGW including, without limitation, some or all of the following criteria:

- Net present value ("NPV") of overall cash flows to PGW, taking into account the timing of revenues, reversionary/termination rights and obligations.
- Economic benefits to Philadelphia and the Delaware Valley region. Such benefits could include employment opportunities, and tax and other revenues.
- The relative risks to cash flows and economic benefits inherent in Proposer's proposed deal structure or creditworthiness, and Proposer's capabilities for managing such.



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- Any incremental liabilities to be borne by PGW, PFMC, the City, or its agencies.
- Agreements between PGW and the Proposer regarding ongoing improvements.
- Proposer’s commitment to creating and/or maintaining a business presence in Philadelphia.
- Potential for employment opportunities
- Proposer’s track record as a responsible operator of critical infrastructure.
- Evidence of the soundness of Proposer’s Proposal approach and methodology.
- Proposers plan, ability and willingness to work in concert with PGW and the City to communicate information about LNG to and maintain good relations with PGW’s stakeholder community.
- Evidence of the Proposer’s ability to commit to the transactions described in its Proposal, as evidenced by one or more of the following:
 - Prior successes in development of LNG facilities or similar projects.
 - Experience and qualifications of key personnel.
 - Existence of an LNG supply chain.
 - Development and/or operation of power generation assets.
 - A defined market for LNG sales.
 - Energy trading and asset management capabilities.
 - Management style, trading style/strategy and compatibility of management style or trading strategy with PGW’s Gas Management and operating personnel.

PGW may employ such analytical techniques and professional consultants for Proposal evaluation as PGW deems necessary.

PGW expects to award a contract to the Proposer whose Proposal best provides a combination of factors, including compensation to PGW, which PGW determines is in the best interests of and the most advantageous to PGW. None of the evaluation factors listed above shall be the sole determining factor.



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5.4 General Reservation of Rights

- 5.4.1** 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 Proposer 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.
- 5.4.2** 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.
- 5.4.3** 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:
- 5.4.3.1** 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;
 - 5.4.3.2** 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;
 - 5.4.3.3** 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;
 - 5.4.3.4** To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in PGW's sole judgment, material to the Proposal;
 - 5.4.3.5** To negotiate unacceptable provisions incorporated within an otherwise acceptable Proposal submitted in response to this RFP;
 - 5.4.3.6** To reject without evaluation any Proposal that is incomplete, unclear, conditional, or which contains irregularities of any kind;
 - 5.4.3.7** To reject any Proposal that in the sole discretion of PGW is not in the best interest of PGW;



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- 5.4.3.8** To re-issue this RFP without change or modification;
- 5.4.3.9** 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;
- 5.4.3.10** To cancel this RFP with or without issuing another RFP;
- 5.4.3.11** To supplement, amend, substitute, or otherwise modify this RFP at any time prior to execution of a final agreement with a Proposer;
- 5.4.3.12** 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;
- 5.4.3.13** 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;
- 5.4.3.14** To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by PGW;
- 5.4.3.15** To conduct such investigations as PGW considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any Proposal;
- 5.4.3.16** To request clarifications of any unclear Proposal;
- 5.4.3.17** To negotiate simultaneously, or otherwise, with one or more Proposers;
- 5.4.3.18** To discontinue and resume negotiations with one or more Proposers;
- 5.4.3.19** To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;
- 5.4.3.20** To not proceed with the process described in this RFP, or to change any time schedules set forth herein;
- 5.4.3.21** To not enter into an agreement pursuant to this RFP.



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5.4.4 PGW intends to enter into contract negotiations with the selected Proposer(s). 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.

5.5 Award

5.5.1 PGW intends to award the agreement to the Proposer(s) whose Proposal(s) best satisfies the scope of services described in Section 2 and is otherwise in the best interest of PGW. The determination of award(s) 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(s) 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(s) whose Proposal(s) 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.



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ATTACHMENT B. CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made and entered into as of this ___ day of _____ 20__, by and between Philadelphia Gas Works by Philadelphia Facilities Management Corporation (“PFMC”), solely in its capacity as operator and manager of the City owned Philadelphia Gas Works, under and pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended (collectively “PGW”), and _____, a _____ corporation, (“Consultant”). As used herein, the term “Disclosing Party” refers to either Consultant or PGW, respectively, when either of them is disclosing information to the other and the term “Receiving Party” refers to Consultant or PGW, respectively, when either of them is receiving information from the other.

WITNESSETH:

WHEREAS, Consultant and PGW are each committed to businesses involving extremely confidential information relating to business and product development activities; and,

WHEREAS, Consultant and PGW each intend to disclose certain “Confidential Information” (as defined below) to the other in the course of doing business, or contemplating doing business together; and

WHEREAS, Consultant and PGW each recognize that serious, and possibly irreparable, harm could be suffered by either of them as a result of breach or violation of the terms and conditions agreed to by the other in this Agreement.

NOW, THEREFORE, in consideration of their mutual disclosure of such Confidential Information, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree, as follows:

1. Confidentiality

(a) “Confidential Information” as used in this Agreement shall mean any information or material which is designated as Confidential and/or Proprietary Information by the Disclosing Party, whether or not owned or developed by the Disclosing Party, and which the Receiving Party may obtain knowledge of, through or as a result of the relationship established hereunder with the Disclosing Party, or as a result of access to the Disclosing Party’s employees, contractors, agents or owners.

(b) Without limiting the foregoing, Confidential Information shall specifically include, but shall not be limited to, the following types of information, and other information of a similar nature, whether or not reduced to writing, still in development, or otherwise fixed in tangible form:

(i) The materials developed by the Disclosing Party, including, but not limited to system operation, equipment, software and/or other know-how. The term



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“Confidential Information” shall include, without limitation, formulas, processes, designs, photographs, plans, samples, equipment performance reports, customer lists, pricing information, studies, reports, findings, inventions, ideas, drawings, schematics, sketches, specifications, part lists, technical data, data bases, software in source code, object code or other form, flow charts, algorithms, and other business and technical information, trade secrets and works of authorship which are confidential and the property of the Disclosing Party;

(ii) The Disclosing Party’s customer lists, supplier lists, proposals and procedures;

(iii) Confidential information provided by the Disclosing Party’s clients, shareholders, agents and/or affiliates thereof concerning their respective personal and/or business affairs, property, methods of operation or other data; and,

(iv) Information that is confidential or otherwise proprietary relating to the Disclosing Party, its systems and employees, consultants, shareholders, clients and affiliates.

(c) For purposes of this Agreement, Confidential Information shall not include:

(i) Information which is proven by written evidence to have been in a receiving party’s possession prior to disclosure by the other party;

(ii) Information that is now or later becomes known to the gas or electronic payment industry (other than as a result of a breach of this Agreement);

(iii) Information which is independently developed by the Receiving Party;

(iv) Information which the Receiving Party lawfully obtains from a third party who has lawfully obtained such information and which is not designated as confidential or proprietary;

(v) Information which is later published or generally disclosed to the public; or, Information disclosed pursuant to law, court order or governmental rule or regulation provided that, to the extent permitted by law, the Disclosing Party is first given notice of the proposed disclosure and an opportunity to obtain an appropriate protective order

(vi) Information which is contained in documents required to be filed with the Philadelphia Gas Commission, the Pennsylvania Public Utility Commission or the Philadelphia City Council, or any court of competent jurisdiction; or

(vii) Information is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.

(d) The Receiving Party shall bear the burden of showing that any of the foregoing exclusions apply to any information or materials.

2. Non-Disclosure; Use; No Interest Conveyed



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(a) The Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity who is not a party to this Agreement the Confidential Information received hereunder without prior written consent of the Disclosing Party for a period of five years following the termination or completion of any services hereunder and the return of all tangible Confidential Information to the Disclosing Party.

(b) Confidential Information disclosed hereunder shall be used solely in connection with doing business, or in contemplation of doing business together unless otherwise agreed in writing between the parties. All materials containing Confidential Information delivered by the Disclosing Party under this Agreement are and will remain the property of the Disclosing Party.

(c) No license, ownership interest, or other right to use Confidential Information of the Disclosing Party is conveyed, implied or otherwise created by this Agreement; use is permitted, however, for the limited purpose set forth in paragraph (b) above. This Agreement does not enlarge, diminish, or affect the rights and obligations that either party may have or come to have with respect to any patent, copyright or other proprietary right of either party.

3. Possession of Confidential Materials

The Receiving Party agrees that, upon request, it shall immediately turn over to the Disclosing Party all documents, papers, designs, plates or other materials in the Receiving Party's possession or under the Receiving Party's control which may contain or be derived from Disclosing Party's Confidential Information, together with all documents or notes related thereto.

4. Injunctive Relief and Other Remedies For Breach

Both parties further agree that any breach of this Agreement by either party will be deemed to have caused the non-breaching party immediate and irreparable injury and/or damages, which may be difficult or impossible to calculate. Consequently, both parties agree that, in the event of any breach or threatened breach by either party to this Agreement, the non-breaching party shall be entitled to seek, from any court of competent jurisdiction, the entry of equitable relief, including, without limitation, the entry of temporary restraining orders, preliminary and/or permanent injunctions, decrees of specific performance, and damages. Such relief shall be in addition to, and not in limitation of, any other relief to which the non-breaching party may be entitled under law or the terms of this Agreement.

5. Product Development and Marketing

This Agreement does not: (i) restrict either party from developing new products or services, improving existing products or services, or marketing any new, improved, or existing products or services, provided such activity does not utilize Confidential Information received hereunder; or (ii) commit either party to disclose any particular information or to develop, make, use, buy, sell or otherwise dispose of any existing or future product or service, or to favor or recommend any product or service of the other party. To be binding, any such restriction or commitment must be in writing and signed by both parties.



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6. Degree of Care

In addition to the foregoing, the parties shall protect and safeguard the Confidential Information by using the same degree of care, but no less than a reasonable degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the parties use to protect their own confidential or proprietary information of a like nature.

7. General Provisions

(a) The obligations set forth in this Agreement shall continue with respect to any and all of Confidential Information beyond any termination of the business relationship between both parties for a period of five years following the termination or completion of any SOW hereunder and the return of all tangible Confidential Information to the Disclosing Party.

(b) If any provision contained in this Agreement is held to be invalid or unenforceable by a court of law or equity, this Agreement shall be construed as if such provisions did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable or invalid and, in any event, all other provisions of this Agreement shall remain valid and enforceable as if the invalid or unenforceable provision or provisions had never been made a part hereof.

(c) This Agreement shall be binding upon the successors, assigns, heirs and representatives of both parties, and shall be governed, construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania. Due to the confidential nature of this Agreement, neither party may assign this Agreement under any circumstances whatsoever without the written consent of the other party.

(d) Any notice or other communication required or permitted hereunder shall be given in writing to the other party at the address below, or at such other address as shall be given by either party in writing. Notice shall be deemed to have been given or made when delivered personally, including overnight courier or electronic transmission, provided that if notice is given by electronic transmission it is followed within three (3) days by mailed or delivered written notice, or, if mailed, by certified mail, return receipt requested:

PGW: Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
Phone: (215) 684-
Fax: (215) 684-

With a copy to: Philadelphia Gas Works
Raquel Guzman, Esquire
General Counsel
800 W. Montgomery Avenue
Philadelphia, PA 19122
Phone: (215) 684-6630
Fax: (215) 684-6798



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Consultant: [company]
[contact name]
[address]
Phone:
Fax:

(e) Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege (“Right”) under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or of any other Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any occurrence. No waiver shall be effective unless given in writing by the party asserted to have granted such waiver.

(f) This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, concerning the subject matter hereof. The expressed terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing by all of the parties.

(g) The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

(h) It is understood and agreed that in entering into and performing this Agreement, PFMC acts solely in its capacity as operator and manager of City-owned Philadelphia Gas Works pursuant to an agreement with the City of Philadelphia, dated December 29, 1972, as amended, and not otherwise; and further that any and all payments required to be made in connection with this agreement shall be made solely from the revenues of the Philadelphia Gas Works.

(i) PGW and Consultant shall each review the obligations imposed on them by this Agreement with all employees performing services pursuant to this Agreement and make reasonable efforts to monitor their compliance therewith.

IN WITNESS THEREOF, the parties, by their duly authorized representatives, have signed this Agreement in duplicate on the day and year first written above.

Attest:

Philadelphia Gas Works by
Philadelphia Facilities
Management Corporation



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By: _____
Raquel Guzman
Assistant Secretary

By: _____
Name:
Title:

Attest:

[Company]

Name:
Title:

By: _____
Name:
Title:



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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. YES NO

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.

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 NO

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 NO
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 NO
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

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)



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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
<input type="checkbox"/>	<input type="checkbox"/>

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
<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: _____

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

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: _____



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

# OF EMPLOYEES	TITLE CLASS	ETHNIC GROUP	GENDER

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: _____
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