



**REQUEST FOR PROPOSALS (RFP)  
for  
Special Events Consultant Services  
for  
WELCOME AMERICA! FESTIVAL**

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Issued by:  
WELCOME AMERICA INCORPORATED

RFP Issued: February 22, 2012  
Deadline for Proposals: March 14, 2012

2012 Welcome America Festival  
1515 Arch St. 12<sup>th</sup> Floor  
Philadelphia PA 19102

**Respondents must submit ten (10) copies and one (1) original to the Welcome America Inc Office, 1515 Arch St, 12<sup>th</sup> Fl, Philadelphia, PA 19102 as well as adhere to the on-line submission requirements.**

**Proposals must be received no later than 5:00 p.m. E.S.T. on March 14, 2012.**

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**A. Introduction / Statement of Purpose**

This is an RFP for a qualified special events consultant (individual or entity) with experience and contacts that can oversee various event production projects for the 2012 Welcome America! Festival (also referred to as the "Festival"). The scope of services under the proposed agreement includes conceptualizing, managing and executing the events, bringing innovation, creativity, and an entrepreneurial approach to a partnership-style program for these events during the Festival.

**B. Department Overview**

This event is produced by Welcome America Inc., the home of Philadelphia's 4<sup>th</sup> of July celebration where the City of Philadelphia showcases all that America's birthplace has to offer. Our title sponsor, Wawa, Inc., joined the festival in 2010 and it is now the Wawa Welcome America! festival.

**C. Project Background**

The selected individual or entity will be responsible for the following deliverables which will belong to Welcome America, Incorporated ("Corporation"):

1. Serve on Special Events Staff of Welcome America, reporting to the Executive Producer.
2. Create event plans, production schedules and budgets for the approval of the Executive Producer.
3. Attend all production meetings, site surveys, and work from Wawa Welcome America (WWA) Production Office from June 1-July 7<sup>th</sup>, 2012.
4. Provide a full contact list from existing and new relationships.

**D. Request for Proposals**

Please note that this RFP is searching for an entity or individual to fulfill contractual obligations. The WAI is looking to receive proposals from potential consultants. The selected consultant must have a proven track record of major event production, including budget oversight. Proposals should include a proposed compensation structure.

## **WELCOME AMERICA FESTIVAL**

This is a 10-11 day festival featuring a multitude of events including, but not limited to, the Taste of Philadelphia, the Party on the Parkway, the Philly 4<sup>th</sup> of July Jam, the Go 4<sup>th</sup> and Learn Series of Educational Events, & the Philly@the Movies Series.

### **I. Scope of Work**

#### **A. Project Details**

As the selected special events consultant you will be responsible for an identified subset of the following as it pertains to the Festival:

1. Managing all of event production aspects of the individual events: Site planning, budgeting, signage plans, talent and participants, city services requests, and set-up logistics.
2. Securing participants and submitting for approval to the Office of the Executive Producer.
3. Regularly reporting to Executive Staff the project milestones and progress.
4. Completing and submitting all expenditure requests, and other related vendor contracts to the Exec Producer for approval.
5. Fulfilling sponsorship programs on-site, including signage placement, booth space, speaking opportunities, etc.
7. Having the resources to commit to this project for three (3) months (45 ½ and 25 full days) with regular monitoring to assess successes and challenges.
8. Easily accessible via phone or in person at all times.

### **II. Proposal Format and Content**

#### **A. Proposal Requirements**

All proposals should be in the following format:

1. No more than 10 pages in length.
2. Respond to all areas noted in sections above. Site examples of current and previous work.
3. Provide a clear compensation scenario for the time allotted in the contract scenario, including the ramp up, 1/2 day rate, full day rate, and weekly rate. for a single representative to serve as a member of the production team.
4. Specify what skills you possess, including but not limited to, your approach, planning, sales strategies, and staffing.
5. Supply recent event highlights. What projects you have successfully produced in the last 18 months, including dollar range. Include your current client list.
6. Provide a short synopsis of the events you have managed in your career /life of the business. Specify the role your company had in developing and managing these events.

The suggested way to organize your proposal:

- (1) Table of Contents.
- (2) Introduction / Executive Summary
- (3) Company or Agency Profile
- (4) Financial Requirements
- (5) Related Experience
- (6) Summary of References
- (7) Summary of current Clients and Partners
- (8) Project Understanding
- (9) Proposed Scope of Work – how will you meet the state objectives of the RFP?
- (10) Proposed Schedule and Milestones
- (11) Staffing and Organization

## (12) Cost Proposal

### Disclosure of Litigation

The respondent shall describe any pending, contemplated or ongoing administrative or judicial proceedings material to the Respondent's business or finances. This includes, but is not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to the Respondent or to any subcontractor the Respondent plans to use for the services described in this RFP.

### **Disclosure Requirements**

As part of its proposal, Respondents are required to complete and submit disclosure forms detailing any campaign contributions to local and state political candidates and incumbents; any consultants used in responding to this RFP and contributions those consultants have made; prospective subcontractors; and whether Respondent or any representatives of Respondent has received any requests for money or other items of value or advise on particular firms to satisfy minority-, women-, or disabled-owned business participation goals from Fund or City employees. This information, as well as a proposal or any other response document required, are part of your application. For more information on the disclosure requirements, please consult reference materials provided by the City of Philadelphia on its eContract Philly website found at: <https://secure.phila.gov/eContract/> under "Disclosure/Eligibility".

### **A. Mandatory Online Application Requirements**

The respondent must apply online in order to be eligible for award of the posted non-competitively bid contract opportunity, proposals or any other response to a Notice of Contracting Opportunity will not be considered unless you have electronically submitted your proposals to [rfp@welcomeamerica.com](mailto:rfp@welcomeamerica.com). The disclosure forms as well as a proposal or any other response document required should be included in the consultant's proposal. See **Appendix A** for disclosure forms.

### **Evaluation of Proposals**

Proposals will be evaluated by a small team of marketing and event professionals organized by the OCR and the Executive Producer. Proposals will be analyzed based on cost, experience, plan strategy, capacity, staffing qualifications, and potential for generating revenue for the Welcome America! Inc.

### **B. Selection Criteria**

The successful respondent will be selected based on the following criteria:

- Cost
  - Cost-effectiveness, cost-efficiency, proposed savings, expense reduction
  - Price, fee caps and other cost control measures
- Experience
  - Specialized experience
  - Documented prior experience in handling project(s) of similar size and scope
  - Demonstrated ability to meet deadlines
- Proposed plan of action/strategy/solution for Department project(s)
  - Utilization of most efficient methodology
  - Innovativeness of solution
  - Utilization of best practices
  - Ability to meet project deadlines under proposed solution/project plan
  - Staffing model
- Vendor capacity
- Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
  - Technical, administrative, financial capacity

- Specific licensure requirements for organizations/businesses
- Expressed willingness to comply with City and/or department standards for contracting (e.g., indemnification, nondiscrimination)
- Vendor profile
  - For-profit versus non-profit status if relevant
  - Business integrity and reputation in the industry relevant to the vendor or area of work
  - Shared commitment, with department, to achieving the objectives of Executive Order 02-05 which strives for the inclusion of Minority, Women and Disabled Businesses in all phases of City contracting;
- Superior ability or capacity to meet particular requirements of contract opportunity;
- Eligible under the Philadelphia Code provisions relating to campaign contributions;
- Superior prior experience, as confirmed by references
- Superior skill and reputation, including timeliness and demonstrable results, as confirmed by references;
- Superior qualifications of Project Team members, as confirmed by degrees, licenses, publications, training, and/or accreditations;
- Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority, women or disabled persons;
- Administrative and operational efficiency, requiring less City oversight and administration, as confirmed by references; and
- Meets qualification requirements as set forth in the RFP.

**C. City Employee Conflict Provision**

No proposal shall be from, or contract awarded to, any Welcome America! Inc. employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

**D. Proposers Restricted**

No respondent may be a party to or have an interest in more than one Proposal submitted pursuant to this RFP.

**E. Proposal Binding**

By signing and submitting its proposal, each respondent agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for this RFP. A respondent’s refusal to enter into a contract which reflects the terms and conditions of this notice of contract opportunity, the Corporation Contract or respondent’s proposal may, in the Corporation’s sole discretion, result in rejection of respondent’s proposal or termination of any negotiations with the respondent.

**III. Administrative Information and Requirements**

**A. Procurement Schedule**

RFP Release Date	February 22, 2012
Question due regarding RFP	March 7, 2012
Answers provided via email	March 9, 2012
RFP Submission	March 14, 2012
Selection of Finalists(s)*	March 16, 2012
Contract Negotiation	TBD

*\*Interviews may be required as part of the review and selection process. Only a portion of the respondents will be asked to participate in interviews.*

**B. Questions relating to the RFP**

All questions concerning this RFP must be submitted in writing via email to [rfp@welcomeamerica.com](mailto:rfp@welcomeamerica.com) no later than March 7, 2012 (1 PM). The Corporation will provide written responses to the submitted questions no later than March 9, 2012 (5 PM). These responses will be emailed to all respondents for the RFP in question. Oral responses

by any Corporation employee or agent of the Corporation are not binding and shall not in any way be considered as a commitment by the Corporation.

**C. Revisions to RFP**

The Corporation reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on [www.welcomeamerica.com](http://www.welcomeamerica.com) website with the original Opportunity Details. It is the respondent's responsibility to check the [www.welcomeamerica.com](http://www.welcomeamerica.com) website frequently to determine whether additional information has been released.

**D. Interviews/Presentations**

Interviews may be required as part of the review and selection process. Only a portion of the respondents will be asked to participate in interviews.

**E. Inclusion/Responsiveness**

Provisions of this RFP and the contents of the successful proposal are considered available for establishment of final contractual obligations for a minimum period of 30 days following the proposal submission.

**F. Contract Term**

The contract resulting from this RFP will commence as of the date of execution of the contract and will terminate no later than one year after commencement. Up to three (3) additional one-year term extensions may be granted, at the sole option of the Welcome America! Inc.

**G. Compensation**

This is a flat project fee, and the consultant can bid on one or both events. The Welcome America! Inc. will pay the vendor based on the arrangement agreed upon. The vendor will invoice the Welcome America! Inc. (one/third upon contract execution; one/third milestone payment (June), and one/third as final payment, upon submission of final report.)

**H. Contract Requirements**

These requirements are in addition to the terms and conditions set forth in the attached form of agreement. The successful respondent shall agree to the following:

1. Non-Indebt Clause

Respondent hereby certifies and represents that Respondent and Respondent's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not, if awarded the Agreement, at any time during the term of the Agreement (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 the City at law or in equity, the successful Respondent acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to the successful Respondent under the Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case the successful Respondent shall be liable for all excess costs and other damages resulting from the termination).

The successful Respondent shall require all sub-consultants performing work in connection with the Agreement to be bound by the following provision and the successful Respondent shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity.

## 2. Insurance

Unless otherwise specified, the successful respondent shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained, in full force and effect throughout the term of the Agreement, the types and minimum limits of insurance specified in Appendix A.

All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis unless stated otherwise. At least thirty (30) days prior written notice must be given to the City in the event coverage is materially changed, cancelled or non-renewed.

The successful Respondent will provide Certificates of Insurance evidencing the required coverage. The certificate of insurance must specifically reference the Corporation contract number for which they are being submitted and shall be submitted to the Responsible Official and the City's Risk Manager (One Parkway Building, 14th Floor, Philadelphia, Pennsylvania 19102) at least ten (10) days before work is begun and at least ten (10) days before each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Corporation, but under no circumstances shall Respondent actually begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. The Corporation reserves the right to require Respondent to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days prior written notice to Respondent. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Respondent to the Corporation or to limit Respondent's liability under the Contract to the limits of the policies of insurance required to be maintained by Respondent hereunder."

## 3. Indemnification

The successful Respondent shall indemnify, defend and hold harmless the Corporation, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Respondent's act or omission or negligence or fault or the act or omission or negligence or fault of Respondent's agents, subcontractors, independent contractors, suppliers, employees or servants in connection with the Contract that may result from this RFP. This includes, but is 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 any Subcontractors and suppliers, any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

## 5. Business Interests in Northern Ireland

In accordance with Section 17-104 of The Philadelphia Code, the Respondent by execution of a Contract certifies and represents that (1) Respondent (including any parent company, subsidiary, exclusive distributor or company affiliated with Respondent) does not have, and will not have at any time during the Term of the Contract (including any extensions of the Term), any investments, licenses, franchises, management agreements or operations in Northern Ireland; and (2) No product to be provided to the City under the Contract will originate in Northern Ireland, unless Respondent has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of the Contract, the Respondent agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) Who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland; or (2) Who will provide products originating in Northern Ireland unless said supplier, subconsultant or Subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

The Respondent agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of

The Philadelphia Code. Respondent expressly understands and agrees that any false certification or representation in connection with this Section 14.6 (The Philadelphia Code, Section 17-104) and any failure to comply with the provisions of this Section 14.6 (The Philadelphia Code, Section 17-104) shall constitute a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, Respondent understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

## **V. Reservation of Rights and Confidentiality**

By applying for a notice of contract opportunity, the Respondent understands and agrees to this reservation of rights.

### **I. Corporation's Reservation of Rights in Connection with the Notice of Contract Opportunity Process**

The Corporation reserves and may exercise any one or more of the following rights and options with respect to its notice of contract opportunity process:

1. To reject any and all proposals and to reissue a notice of contract opportunity at any time prior to execution of a final contract;
2. To issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in a previous notice of contract opportunity;
3. To issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in a previous notice of contract opportunity in order to obtain additional proposals;
4. To extend a notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline; or,
5. To cancel a notice of contract opportunity with or without issuing another notice of contract opportunity.

### **II. Proposal Selection Process and Corporation's Reservation of Rights in Connection with Selection of Proposal(s) for Review**

The Corporation reserves and may exercise any one or more of the following rights and options with respect to its selection process:

1. To reject any proposal if, in the Corporation's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a notice of contract opportunity or it is otherwise in the best interest of the Corporation to reject the proposal;
2. To supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to award of one or more Respondents for negotiation;
3. To reject the proposal of any Respondent that, in the Corporation's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Corporation, is financially, or technically incapable or is otherwise not a responsible Respondent;
4. To reject as informal or non-responsive, any proposal which, in the Corporation's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the notice of contract opportunity or contains erasures, ambiguities, alterations or items of work not called for by the notice of contract opportunity;
5. To waive any informality, defect, non-responsiveness and/or deviation from the notice of contract opportunity that is not, in the Corporation's sole judgment, material to the proposal;
6. To permit or reject, at the Corporation's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the Respondents following proposal submission and before contract award and/or contract execution.

### **III. Proposal Evaluation Process and Corporation's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation**

Proposals, which the Corporation determines in its sole discretion, are responsive to a notice of contract opportunity, will be reviewed and evaluated by the Corporation. The Corporation reserves the right to request Respondents to make one or more presentations to the Corporation at the Corporation's offices at Respondent's sole cost and expense, addressing Respondents' ability to achieve the objectives of the notice of contract opportunity. The Corporation further reserves the right to conduct on-site investigations of the Respondents' facilities or of those facilities where the Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the notice of contract opportunity.

The Corporation reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the Corporation may require, at any time prior to execution of a final contract. The Corporation may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents either together or in a sequence. Negotiations with Respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the Corporation shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the Corporation, in its sole discretion, determines that doing so is in the Corporation's best interest. The Corporation may 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 the Corporation's best interest to do so.

In the event negotiations with any Respondent(s) are not satisfactory to the Corporation, the Corporation reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to reissue the notice of contract opportunity in order to solicit new Respondents. The Corporation reserves the right not to enter into any contract with any Respondent, with or without the re-issuance of a notice of contract opportunity, if the Corporation determines that such is in the Corporation's best interest.

#### **IV. Confidentiality and Public Disclosure**

The successful Respondent shall treat all information obtained from the Corporation, which is not generally available to the public as confidential and/or proprietary to the Corporation. The successful Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Respondent agrees to indemnify and hold harmless the Corporation, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Respondent or any person acquiring such information, directly or indirectly, from the successful Respondent.

By submission of a proposal, Respondents acknowledge and agree that the Corporation, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the Corporation's legal obligations shall not be limited or expanded in any way by a Respondent's assertion of confidentiality and/or proprietary data.

## APPENDIX A

### **Disclosure Forms**

#### **Directions:**

1. Please read the following information regarding the completion of these disclosure forms. Please review the definitions prior to completing any form.
2. Date and initial the top of each form after you have completed it and sign the form on the last page.
3. NOTE: There are two different types of campaign contribution disclosure forms: one for those who are applying as individuals and one for those applying as businesses. Only fill out one type of form. (If you have used a consultant with respect to applying for this contract opportunity you will have to fill out a campaign contribution disclosure form for them as well.)

#### **Getting Started**

There are five sets of disclosure forms enclosed in this packet. You must provide information for each disclosure form. The information you must disclose includes:

1. Any contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the two years prior to the application submission date or prior to your receipt of financial assistance in the absence of an application;
2. The name of any consultant(s) you used to help in obtaining this financial assistance and any campaign contributions they have made;
3. Any subcontractors you are planning to use if awarded this financial assistance;
4. Whether a City or Agency employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
5. Whether a City or Agency employee or official gave you any advice on how to satisfy any minority, women, disabled or disadvantaged business participation goals.

#### **More information on Disclosing Campaign Contributions**

Applicants for financial assistance must disclose any contributions they made to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

The types of contributions that must be disclosed include:

- Any advance or deposit of money, gift, or any other valuable thing given to a candidate or political committee for the purpose of influencing any election in the Commonwealth of Pennsylvania
- The purchase of tickets for events such as dinners, luncheons, rallies and all other fund-raising events
- Granting of rebates or discounts not available to the general public or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates
- Any payments made on behalf of the candidate not made by either the candidate or their committee

*Attribution Rules.* In addition to disclosing contributions made directly by the applicant, the applicant will be asked to supply information on other types of contributions. The campaign contribution disclosure forms will include questions that specifically ask for information on these other types of contributions. These contributions will be attributed to the individual or business and will be used to determine the applicant's eligibility to receive financial assistance.

Businesses (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) have to disclose contributions made by the following:

- Applicant business
- Parent, subsidiary, or otherwise affiliated entity of the applicant business (“affiliate”)
- An individual or business that is then reimbursed by the applicant business or affiliate
- Officers, directors, controlling shareholders, or partners of the for-profit applicant business or for-profit affiliate
- Political action committee controlled by applicant business or affiliate
- Political action committee controlled by officer, director, controlling shareholder, or partner of the for-profit applicant business or for-profit affiliate

Individuals have to disclose contributions made by the following:

- Applicant individual
- Member of individual's immediate family (i.e., spouse, life partner, or dependent child living at home), when contributions are in excess of \$2900

In addition to direct contributions to candidates, incumbents, or political committees in the Commonwealth of Pennsylvania, applicants are also required to disclose:

1. Contributions not directly given to a candidate, incumbent, or political committee but made with the intent that the contribution will benefit the candidate, incumbent, or political committee;
2. Solicitation of contributions on behalf of a candidate, incumbent, or political committee, including the hosting of or solicitation at fundraising events (required to disclose details regarding the date of event and amount raised); and
3. Contributions not made directly by the individual/business to a candidate, incumbent, or political committee but furnished by the individual / business (as an “intermediary”).

### **Eligibility Restrictions**

If an individual makes contributions totaling over \$2,900 in one calendar year to a candidate for City elective office or to an incumbent, the individual is not eligible to receive financial assistance during that candidate’s or incumbent’s term of office.

If a business makes contributions totaling over \$11,500 in one calendar year to a candidate for City elective office or to an incumbent, the business is not eligible to receive financial assistance during that candidate’s or incumbent’s term of office.

Although individuals and businesses have to disclose campaign contributions made during the two years prior to the date they fill out these forms, the eligibility restrictions take into consideration only those contributions made on or after January 1, 2006.

→ **Note on Eligibility:** If a candidate for any City elective office contributes \$250,000 or more from his or her personal resources to his or her campaign, then the eligibility thresholds for individuals and businesses shall double with respect to contributions to all candidates for that same elective office (i.e. \$5,800 for individuals and \$23,000 for businesses).

## **Definitions**

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business
Applicant	An individual or business who has filed an application to be awarded a non-competitively bid contract or financial assistance
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) other than an Individual
Candidate	Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.
Consultant	A person used by an applicant to assist in obtaining the financial assistance through direct or indirect communication by such individual or business with any City agency or the organization providing financial assistance or any City officer or employee or officer or employee of the organization providing financial assistance, if the communication is undertaken by such individual or business in exchange for, or with the understanding of receiving, payment from the applicant; provided, however, that "Consultant" shall not include a full-time employee of the applicant.
Contributions	The provision of money, in-kind assistance, discounts, forbearance or any other valuable thing, during the two years prior to the deadline for the filing of the application for the contract opportunity or financial assistance, to any of the following: <ul style="list-style-type: none"> <li>– a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania;</li> <li>– an incumbent in any public office in the Commonwealth;</li> <li>– a political committee or state party in the Commonwealth; or</li> <li>– a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.</li> </ul>
Financial Assistance	Any grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a person is entitled under a law enacted before the individual or business applied for or requested such assistance.
Immediate family	A spouse or life partner residing in the individual's household or minor dependent children
Incumbent	An individual who holds elective office

Intermediary	A person, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution
Person	An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purposes of influencing any election
Solicit a Contribution	Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**If Applying as an Individual:**  
**Campaign Contribution Disclosure Form**

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	<b>Yes</b>	<b>No</b>
Have you made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Have you solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family made any contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**If Applying as a Business:  
Campaign Contribution Disclosure Form**

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

Note: Applicants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Applicant or the for-profit affiliate of the Applicant. Please disclose the full amount of the contribution, although only the amount above \$2900 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Applicant business).

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Use of Consultant Disclosure Form**

Please list all consultant(s) used in the year prior to the application deadline and the corresponding information for that consultant in the space provided below.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an applicant or contractor to assist in obtaining financial assistance through direct or indirect communication by such individual or business with any City agency, the organization providing financial assistance, any City officer/employee, or any officer/employee of the organization providing financial assistance, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or contractor or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant or Contractor).

Check here to certify that no consultant(s) was used in the year prior to the application deadline. <input type="checkbox"/>	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Consultant: Individual Campaign Contribution Disclosure Form**

Use this form if the Consultant used is an Individual. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	<b>Yes</b>	<b>No</b>
Has the Consultant made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has the Consultant solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family made any contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**Consultant: Business Campaign Contribution Disclosure Form**

Use this form if the Consultant used is a Business. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

Note: Consultants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Consultant or the for-profit affiliate of the Consultant. Please disclose the full amount of the contribution, although only the amount above \$2900 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Consultant business).

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



## **Use of Subcontractor Disclosure Form**

Please list all subcontractor(s) you are planning to use if awarded this financial assistance by filling out the appropriate information in the space provided below.

Check here to certify that no subcontractor(s) are to be used. <span style="float: right;"><input type="checkbox"/></span>	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	

### **Employee Request Form**

Please list any City employees or officers or employees/officers of the organization providing financial assistance who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline.

Check here to certify that no City employees/officers or employees/officers of the organization providing financial assistance have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline.

Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
<hr/>	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
<hr/>	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	

Welcome America! Inc.

Date of Payment	
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**Employee Participation Advice Disclosure Form**

Please list any City employees or officers employees/officers of the organization providing financial assistance who gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

Check here to certify that no City employees/officers or employees/officers of the organization providing financial assistance gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	

Signature

In order for the submission of these disclosure forms to be considered valid, they must be properly signed below by the respondent. Disclosure forms **that are not signed will be rejected.** By signing your name and title in the signature space below, you, as the respondent, signify your intent to sign these disclosure forms. The signatory hereby declares and certifies themselves to be the respondent, declares and certifies that they are properly authorized to execute these disclosure forms, and represents and covenants that all of the information and disclosures provided to the best of their knowledge are true and contain no material misstatements or omissions. Breach of such representation and covenant may render any subsequent provision of financial assistance voidable, and entitle the City (or Agency) to all rights and remedies provided by law or equity.

If these disclosure forms are being submitted by an INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY OR MANAGED LIMITED LIABILITY COMPANY, sign the forms here:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

If these disclosure forms are being submitted by a CORPORATION, sign the forms here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the disclosure forms are not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
*please specify*

\_\_\_\_\_  
*President/Vice President, if other,*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
*Treasurer*  
*If other, please specify*

\_\_\_\_\_  
*Secretary/Asst. Secretary/Treasurer/Asst.*

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