

PHILADELPHIA GAS WORKS

REQUEST FOR PROPOSALS

FOR

MEDICAL DIRECTOR

Dated: February 23, 2012

RFP NO.: 25679



Philadelphia Gas Works – Request For Proposals
Medical Director

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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 March 22, 2012, 2:30 p.m. Eastern Time, at the PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for a medical director to provide certain services described herein, including but not limited to pre-placement exams, fitness-for-duty assessments, DOT and Non-DOT drug and alcohol testing, wellness programs and coordination with PGW’s workers compensation provider.

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

Questions concerning this Request for Proposals shall be directed in writing towards Marcel L. Winokur, PGW Supply Chain Department, e-mail: marcel.winokur@pgworks.com (with a copy to procurement@pgworks.com), or PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. **Proposers may not contact other PGW personnel regarding this RFP.**

1.1 Schedule of Events

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

Issue Date of the RFP February 23, 2012

Questions and requests for clarification or information
must be received, in writing, at the office of the person
listed above by 5 p.m. (EST) March 1, 2012

Mandatory Meeting, 10:00 a.m.
at 800 W. Montgomery Avenue Auditorium March 8, 2012

Proposal Submission Due Date
Proposals must be received, in writing, at the office
of the person listed above by 2:30 p.m. (EST) March 22, 2012

Notification Date..... March 29, 2012

Contract Start Date April 19, 2012

The Mandatory Meeting is scheduled for 10:00 a.m. on to answer questions and requests for clarification.

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



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1.2 Proposal Requirements

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

- 1.2.1 Obtained from PGW a complete set of Proposal Documents and any addenda thereto issued by PGW (sometimes referred to as the "RFP"), consisting of the following five (5) sections and two (2) attachments:

Sections:

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

Attachments:

- A Disclosure Form
- B Demographic Survey

- 1.2.2 Attended the Mandatory Meeting; and

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

In evaluating the proposals, PGW will consider the demonstrated experience and ability of the Proposer to deliver the proposed services, the scope and value of the proposed services, and the financial proposal of each Proposer as described in this RFP.

PGW hereby solicits proposals in accordance with these Proposal Documents.



2 Project Definition and Requirements

2.1 Overview of PGW

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

2.2 Scope of Work

PGW’s Medical Director is responsible for:

- Absence Control and Administration
- Workforce Qualifications Services
- DOT and PGW Drug and Alcohol Testing Program
- Wellness and Prevention Programs
- Managed Services

These programs and services are explained in more detail below.

2.2.1 Absence Control Functions

The Medical Director plays an important role in controlling absenteeism at PGW. Under the negotiated Absence Control Policy, union employees must substantiate all absences with a proper doctor’s note that provides the dates and/or times of the absence and specific medical diagnosis, prognosis, restrictions and prescribed medications. These certification notes are submitted directly to the Medical Area for review and certification in PGW’s Attendance Tracking System. Uncertified Absences may result in loss of pay and progressive disciplinary action. In addition, an employee with an absence of 3 days or more must be evaluated for fitness by the Medical Director before returning to work. Employees with an absence of longer than 5 days may be brought in for examination and further justification of their absence.



2.2.2 Workforce Qualification Services

2.2.2.1 Job-related Pre-placement Physicals

As part of its safety and health focus, PGW performs pre-placement physical evaluations on all incoming employees to determine their fitness to perform the essential functions of the position offered to them. These examinations are job-category specific. In addition, during the pre-placement physicals applicants are educated on ergonomic issues specific to their anticipated job tasks and medical conditions at the time of the pre-placement evaluation.

The number of pre-placement physicals varies each year, based on the number of positions filled by the Human Resources Department.

2.2.2.2 Compliance Physicals and Evaluations

- Several state and federal agencies regulate the occupational health and safety of PGW employees. All individuals stationed at PGW's two (2) liquefied natural gas (LNG) plants are required to undergo periodic physical examinations to determine their fitness to continue performance of the critical duties in those areas. These comprehensive examinations are staggered throughout the year to minimize disruption to the Gas Processing Department. Continuity of evaluation in this program facilitates the identification and resolution of potentially devastating health conditions in their early stages.
- Employees who transport or repair hazardous material vehicles are required by the Federal Motor Carriers Safety Association to undergo comprehensive physical examinations at least every two years and are to be excluded from driving commercial vehicles if certain medical conditions are identified.
- Employees who use respiratory protection are required to undergo annual fit testing and medical evaluation. The Medical Director performs a medical review of OSHA's recommended questionnaire for each employee to identify individuals who require further evaluation.

It is estimated that 175 employees are evaluated each year under one of these three programs.

2.2.2.3 Fitness for Duty Evaluations

The Medical Director evaluates employees' fitness for duty, including evaluation of employees (i) returning to work from illnesses or injuries and (ii) with whom management has concerns about their capabilities to safely perform their jobs. These employees are typically evaluated immediately before their return to work and are appropriately screened for conditions that may make them unsafe or a risk to coworkers or the general public. Specific knowledge of the employee's prior medical history and



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work functions are critical to these safety-based decisions, which often vary from the recommendations initially made by family doctors.

2.2.3 DOT and PGW Drug/Alcohol Testing Program

PGW performs DOT and non-DOT drug and alcohol testing in the following situations:

- a. Pre-Access Testing
- b. Random Testing
- c. Follow-up Testing
- d. Suspicion Testing
- e. Post-Accident Testing

The Medical Director must be well versed on the procedures for both DOT-mandated and company-directed testing.

The Medical Director performs all DOT-required Medical Review Officer (MRO) functions for PGW. The Medical Director maintains all records relating to the testing program and manages the random selection process.

2.2.4 Wellness and Prevention Programs

The Medical Director is responsible for providing support and assisting in the development of a far-reaching wellness program expanding on past successes and aimed at modifying unhealthful behaviors and identifying chronic health conditions in the more treatable early stages. The program should include providing flu shots and screening and education for high cholesterol, hypertension, Hepatitis C and Diabetes Mellitus. Periodic smoking cessation and weight reduction efforts shall be offered as well.

In addition to improving the health and life of employees, their families and retirees, these initiatives should be structured to improve workplace productivity and temper rising health care costs. The initiative will rely heavily on in-house presence, credible communication and persistent follow up with the health-shy employees.

2.2.5 Managed Services

2.2.5.1 Employee Utilization Committee Support

PGW has an Employee Utilization Committee (“EUC”) that meets monthly to review employees that are unable to perform their essential functions, with the purpose of facilitating the placement of partially disabled employees into appropriate alternate positions. The Medical Director is an active member of the EUC, identifying and reviewing the medical capabilities of these employees, providing detailed input to the



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EUC regarding prognoses and expected course of the employees' conditions, and using specific knowledge of proposed alternate positions for placement recommendations. The EUC has been carefully structured to maximize the opportunity for the interactive process required by the Americans with Disabilities Act and help ensure compliance with FMLA.

The typical EUC meeting agenda also includes employees with short-term restrictions and absences. The Medical Director's input is critical to facilitating an expeditious return to full productivity. In addition to the monthly meeting of the EUC, much of the effectiveness of this role comes from regular contacts with employees, medical providers, line supervisors, EEO and legal staff, and department management.

2.2.5.2 Occupational Safety Support

The Medical Director provides regular consultation with the Safety and company management. Activities include participation on the Managers' Safety Committee and the Union-Management Safety Committee. The Medical Director's role with these groups is to provide clarification on medically-based safety concerns, including personal protective equipment and environmental health issues.

2.2.5.3 Labor Action Preparation

The Medical Director is also involved in preparation for any labor action. Prior to the expiration of the PGW collective bargaining agreement, nonunion employees must be qualified to perform DOT-regulated jobs. The Medical Director's role is to determine the nonunion employee's health record for possible work restrictions. The Medical Director also oversees required pre-assignment drug and alcohol testing of those employees.

2.2.5.4 Custodian of Medical Records

The Medical Director is the repository and custodian of all occupational health records generated or collected by PGW in the course of monitoring the health and fitness of its employees. Care has been taken to respect the privacy concerns of the employees and follow any regulatory guidelines for medical records. These records are frequently used for providing historical perspective on past illnesses, injuries, or work restriction; immediate retrieval in emergency situations; and for defending the company in a variety of legal forums for issues such as disability decisions, absence control and drug and alcohol programs violations.

2.2.5.5 Evaluation Of Disability Requests

Employees with at least 20 years of service or who are at least 45 years of age with 15 years of service may request a disability retirement as defined in PGW's Pension Plan. The Medical Director is responsible for evaluating such requests and making a reasoned determination, based upon medical documentation provided by the employee and/or his/her doctor(s) if the employee is sufficiently disabled to warrant a disability



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retirement. The Medical Director does not approve or deny requests, but rather, provides a recommendation for approval to the Vice President – Human Resources only if the employee and/or his/her doctor provides adequate medical information.

The Medical Director may be required to provide testimony before the Company's Pension Committee in the event that a disability pension is denied.

2.2.5.6 Preparing Reports for PGW and Requesting Agencies

The Medical Director prepares all reporting documentation for both PGW and regulatory agencies. Additionally, this individual will participate in audit meetings and the preparation of responses to regulatory auditors.

2.3 Deadlines

The contract between PGW and the selected Proposer will commence on April 19, 2012 and, unless earlier terminated, will have a term of four (4) years.

2.4 Proposal Pricing

Each Proposer must include the hourly rate they would charge PGW to provide the scope of services described above.

2.5 Proposer/Personnel Minimum Requirements

Proposers must have a minimum of five (5) years experience providing services required hereunder. Proposers must be a physician licensed in the Commonwealth of Pennsylvania.

2.6 Licensing

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

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

2.7 Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of PGW. Proposer shall retain in its files, sufficiently



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detailed working papers relevant to its engagement with PGW. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of PGW.

2.8 Confidentiality

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

2.9 Minority Participation

PGW has established an anti-discrimination policy relating to the participation of government-certified Black, Minority, Women and Disadvantaged Owned Business Enterprises (collectively, "DBEs") in contracts and in workforces, which policy is designed to provide equal opportunity for all businesses and persons and to assure that its funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. Proposers must complete Attachment B (Demographic Survey) attached hereto and submit same with their proposals.

2.10 Insurance

The following insurance provisions are open to negotiation depending on Proposer's business/legal structure. Exceptions to the following insurance requirements should be included in proposals for consideration by PGW.

Proposer shall procure and maintain, at its sole cost and expense, insurance with companies that have an A. M. Best's rating of not less than A- and acceptable to PGW, with coverage limits of not less than stipulated below. Certificates of Insurance evidencing all required coverage shall be filed with PGW prior to the commencement of work. All certificates and policies shall contain a provision that coverage afforded will not be canceled or materially altered until at least thirty (30) days after prior written notice has been given to PGW.

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 Proposer's policies affording Additional Insured status



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will be primary to any other coverage available to PGW, PFMC, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, and any insurance maintained by PGW will be excess and non-contributory. No act or omission of PGW, PFMC and 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 is to be carried with minimum limits of \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease-each employee. Policy must include Alternate Employer Endorsement (WC 00 0301 A).
- General Liability Insurance. Commercial General Liability is required with limits of not less than \$1,000,000 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 Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and Personal Injury, including, but not limited to, coverage for discrimination, defamation, harassment, malicious prosecution, slander and mental anguish. Products/Completed Operations must be included. Such policy must contain a "Severability of Interests" clause. ISO Contractual Liability Limitation Endorsement #CG2391093 shall not apply to this Agreement. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the Proposer or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer has been included as an Additional Insured. PGW, PFMC and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Automobile Liability Insurance. Business Automobile Liability covering all owned, non-owned and hired autos is required with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. 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 Insurance. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$3,000,000 in any one claim or occurrence. The Excess/Umbrella policy shall follow the form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions and Employment Practices Liability coverage as outlined below. 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



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Endorsement or policy wording is required.

- Employment Practices Liability. Proposer shall provide evidence of Employment Practices Liability Insurance with limits (including defense costs) of not less than \$5,000,000 in any one claim or occurrence. Policy shall include Third Party Liability coverage. Coverage can be written on a stand alone form or in a combined coverage format. Under an occurrence form, coverage required shall be maintained in full force and effect under the policy for the duration of the contract. Under a claims made form, should an Extended Discovery Period or “tail” coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.
- Medical Professional Liability Insurance. Evidence of Medical Professional Liability Insurance including Information Privacy (HIPAA) must be provided for Proposer (in the event Proposer is an entity, insurance coverage must be provided both the entity and any professional personnel providing services contemplated by this RFP). Individual physician limits in Pennsylvania are statutory and are required as follows: Primary limits of liability \$500,000 each medical incident and \$1,500,000 annual aggregate, and Mcare limits of \$500,000 each medical incident and \$1,500,000 annual aggregate. The required Medical Professional Liability Insurance shall be applicable to any occurrence arising out of the performance of services pursuant to any agreement between the parties and shall be maintained in full force and effect for the entire length of the agreement to be entered into between PGW and the selected Proposer. If the insurance provided is written on a Claims Made policy form, continuous coverage is required. Should an Extended Discovery Period or “tail” coverage be required in the event coverage is canceled or non-renewed, such coverage must be maintained for a period of not less than three (3) years or longer where required by law. Replacement insurance coverage must then be purchased with an assurance of continuity of coverage. This insurance shall be primary with respect to any other insurance or self-insurance programs afforded the Proposer.
- Fidelity/Blanket Crime Insurance. Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$1,000,000. Selected Proposer must maintain third party property (includes money, securities and other properties) coverage under Crime policy.

ADDITIONAL PROVISIONS

Coverage for third party harassment and discrimination must be included either under General Liability, Medical Professional Liability or Employment Practices Liability Insurance. Renewal certificates and policies, as required, shall be forwarded to PGW for as long as the selected Proposer provides services as contemplated by this RFP. It shall be the responsibility of the selected Proposer to ensure that any subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to PGW prior to the inception of any work by subcontractor.



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2.11 Indemnification

The Proposer will be required in the contract to “protect, defend, indemnify and hold harmless PGW, PFMC, and the City of Philadelphia, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them, and for any privacy infringement, including breach of security of data or personal information, incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the course of the performance of this contract; (ii) or results from or arises out of the violation of any third party’s trade secrets, trademarks, copyright, patent rights or other proprietary rights in connection with a breach of any warranty set forth in the contract.” The indemnification shall include the fees and expenses of attorneys and experts, etc. The Successful Proposer’s indemnification expressly includes any claims for personal injuries, death or privacy infringement made by or on behalf of Proposer’s employees against PGW, PFMC, the City of Philadelphia and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees and/or invitees.

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.



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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.

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

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

2.14 MacBride Principles

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

In the performance of any contract with PGW, Proposer covenants that it will not utilize any suppliers, subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or affiliates have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Proposer further covenants to include the provisions of this paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any contract with PGW. Proposer covenants that it will cooperate with PGW and City's Director of Finance in any manner which PGW and the said Director deem reasonable and necessary to carry out PGW's and the Director's responsibilities under Section 17-104 of the Philadelphia Code which embodies the requirements set forth in this section. Proposer understands and agrees that any false certification or representation in



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connection with this section and any failure to comply with the provisions of this section shall constitute a material breach of any contract with PGW entitling PGW to all rights and remedies provided therein or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity. In addition, Proposer understands that false certification or representation in connection with this section is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

2.15 Governing Laws

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

2.16 Certain Required Disclosures

In accordance with the City of Philadelphia's contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must therefore complete Attachment A and include such completed Attachment with their proposal. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with PGW and for one year thereafter.



3 Instructions to Proposers

3.1 Proposal Preparation Requirements

3.1.1 Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following six (6) completed sections in the following order:

3.1.1.1 **Tab 1:** Transmittal letter.

3.1.1.2 **Tab 2:** Work Plan. Proposed scope of work, work plan, procedure and timeline to provide the scope of work described in Section 2 of this RFP.

3.1.1.3 **Tab 3:** Proposal Pricing.

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

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

3.1.1.4.2 If the Proposal is made by a partnership, the Proposal must:

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

3.1.1.4.3 If a corporation makes the Proposal, the Proposal must:

- a) be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
- b) include the name and mailing address of the corporation; and



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

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

- a) be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;
- b) include the name and mailing address of the joint venture; and
- c) attach a copy of the joint venture agreement or other documentation signed by each member of the Joint Venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.

3.1.1.5 **Tab 5:** Qualification and Experience of Proposer. Proposers are strongly encouraged to list experience providing similar services.

3.1.1.5.1 Provide the names and resumes of each person who would be providing services hereunder;

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

3.1.1.5.3 Indicate the services to be provided that each individual will be involved with or have responsibility for;

3.1.1.5.4 For each individual that would be providing services hereunder, provide a reference list with phone numbers.

3.1.1.6 **Tab 6:** Completed Attachments A and B, and any other attachments required to be completed under the RFP.

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



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- 3.1.3 Failure to answer all questions completely and furnish all information required in these Proposal Documents may result in disqualification of the Proposer. PGW reserves the right to thoroughly investigate the financial status and experience of the Proposer.
- 3.1.4 It shall be the responsibility of the Proposer to deliver the Proposal and all other required information 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.
- 3.1.5 Oral communications from PGW personnel or other persons shall not be binding on PGW and shall in no way modify the provisions of the Proposal Documents. Official responses of PGW to inquiries regarding these Proposal Documents shall be issued by PGW in writing as addenda, and only such written responses shall be binding on PGW as modifications to these Proposal Documents.

3.2 Duration of Proposal

In consideration of PGW's evaluation of the submitted Proposals, each Proposer agrees that its Proposal shall be a firm offer to PGW, and shall remain open for acceptance by PGW for a period of at least one hundred and fifty (150) days beginning with the submission due date set forth in Section 1 of these Proposal Documents, as may be revised by addenda.

3.3 Proposer's Responsibility

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



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4 Proposer Information

4.1 Proposer

Submitted by:

[Please type or print]

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

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

4.2 Qualifications Statement

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

4.3 Business Experience

- 4.3.1 The following describes other points of service by Proposer and the companies for whom the services were provided. Proposer should include a reference contact at the described companies, and this contact should have direct, specific responsibility

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for the oversight of the program. In particular, the Proposer should describe all experience with projects similar to this project.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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: _____

Facsimile: _____

Nature of Association: _____

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Nature of Association: _____



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REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Nature of Association: _____

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

4.4 Financial Information

- 4.4.1 If the Proposer requests that PGW receive and maintain any of the following financial information in confidence, the Proposer understands that such information may not be exempt from disclosure under the Philadelphia Home Rule Charter and/or the Commonwealth Right to Know Act. The Proposer agrees that PGW may make such disclosure or reproduce such financial information as is deemed necessary or convenient by PGW, its officers, agents, or employees, for PGW's use in Proposal evaluation and comparison; provided, however, that if any person makes a request as contemplated by the Philadelphia Home Rule Charter and/or Commonwealth Right to Know Act to review or be provided with copies of such financial information or any part thereof, and PGW denies such requests, immediately upon notification thereof, the Proposer shall, at its sole cost and expense, defend PGW and its officers, agents, and employees against any action resulting from denial of such request. If the Proposer fails to promptly provide such defense, PGW, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action, whether in law or in equity, that it may have against PGW respecting such disclosure. The Proposer agrees to indemnify and hold harmless PGW, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from PGW's or Proposer's acts or omissions pursuant to this Paragraph.



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4.4.2 The Proposer has () has never () [check one] had a bond or surety canceled or forfeited. (If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)

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

4.4.3.1 Date petition filed

4.4.3.2 Case No. and jurisdiction

4.4.3.3 Amount of liabilities and debts

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

4.4.4 The Proposer's bank references are:

	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.

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



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4.5 General Litigation Disclosure

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

_____.

4.6 Business Organization Statement

4.6.1 General Information

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

Principal Office Address:

Telephone Number:

Form of Business Entity [check one]

- () Corporation
- () Partnership
- () Individual
- () Joint Venture



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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.

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

PROPOSER:

DATE: _____
(Corporate Seal if Applicable)

Name of Proposer

By: _____
(signature)

Name:
Title:

Attest: _____
(signature)

Name:
Title:

[Add signature lines as necessary below.]



5 Proposal Evaluation, Negotiation and Contract Award

5.1 Disqualification of Proposers

- 5.1.1 If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which such Proposer is interested. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered. 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 scope of services, and timeline in evaluating each Proposal. In PGW's evaluation, the Proposal as a whole may bear more weight than the individual parts of the Proposal.
- 5.2.2 Following PGW's review of the submitted proposals, PGW may select one or more Proposers with which to negotiate. PGW shall notify Proposer(s) of selection for negotiations. The date that the Proposer's receipt of the notification is confirmed by PGW, is referred to herein as the "Notification Date."
- 5.2.3 Respondents to this RFP are subject to Philadelphia Code (Chapter 20-600) and the Pennsylvania Ethics Act (65 P.S. Section 401 et.seq.) All respondents are required to disclose any potential conflict caused by PGW or City employees having a financial interest in the entity entering into a contract or agreement with PGW.

5.3 General Reservation of Rights

- 5.3.1 This RFP and the process it describes are proprietary to PGW and are for the sole and exclusive benefit of PGW. No other party, including any respondent to this RFP or future Proposer to any RFP which may be issued by PGW, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by PGW, or any authorized agent of PGW and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of PGW with PGW having title thereto and unrestricted use thereof.



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- 5.3.2 PGW reserves the right to reject as informal or non-responsive any Proposal that, in PGW's sole judgment, is incomplete, is not in conformity with applicable law, is not responsive to this RFP, or contains ambiguities or services not called for by this RFP.
- 5.3.3 Without limiting the generality of any other provision of this RFP, PGW reserves the right, at any time prior to execution of an agreement with the successful Proposer, to exercise all or any of the following rights and options, which rights and options PGW may exercise to the extent that PGW, in its sole discretion, deems to be in its best interests:
- 5.3.3.1 To request additional or supplemental information (including but not limited to information inadvertently omitted by any Proposer in response to this RFP) from any or all Proposers;
 - 5.3.3.2 To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;
 - 5.3.3.3 To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in PGW's best interest to do so;
 - 5.3.3.4 To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in PGW's sole judgment, material to the Proposal;
 - 5.3.3.5 To negotiate unacceptable provisions incorporated within an otherwise acceptable Proposal submitted in response to this RFP;
 - 5.3.3.6 To reject without evaluation any Proposal that is incomplete, unclear, conditional, or which contains irregularities of any kind;
 - 5.3.3.7 To reject any Proposal that in the sole discretion of PGW is not in the best interest of PGW;
 - 5.3.3.8 To re-issue this RFP without change or modification;
 - 5.3.3.9 To issue a subsequent RFP for this project with terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
 - 5.3.3.10 To cancel this RFP with or without issuing another RFP;
 - 5.3.3.11 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to execution of a final agreement with a Proposer;



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- 5.3.3.12 To reject the Proposal of a Proposer that, in PGW's sole judgment, has been delinquent or unfaithful in the performance of any contract with PGW, or is financially or technically incapable of performing the services required in this RFP, or is otherwise not a responsible Proposer;
 - 5.3.3.13 To permit or reject, at PGW's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Proposers following Proposal submission;
 - 5.3.3.14 To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by PGW;
 - 5.3.3.15 To conduct such investigations as PGW considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any Proposal;
 - 5.3.3.16 To request clarifications of any unclear Proposal;
 - 5.3.3.17 To negotiate simultaneously, or otherwise, with one or more Proposers;
 - 5.3.3.18 To discontinue and resume negotiations with one or more Proposers;
 - 5.3.3.19 To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;
 - 5.3.3.20 To not proceed with the process described in this RFP, or to change any time schedules set forth herein;
 - 5.3.3.21 To not enter into an agreement pursuant to this RFP.
- 5.3.4 PGW intends to enter into contract negotiations with the selected Proposer. However, PGW reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Proposers. PGW reserves the right to negotiate acceptable terms in an otherwise unacceptable Proposal. Such negotiations may result in changes to material terms of this RFP; in such event, PGW shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals accordingly, unless PGW, in its sole discretion, determines that doing so and permitting such is in PGW's best interest. Should negotiations not prove satisfactory with the recommended Proposer(s), PGW reserves the right to discontinue negotiations with the recommended Proposer(s) and additional firms may be asked to enter into negotiations or PGW may solicit new Proposals or issue a new Request for Proposals.



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5.4 Award

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



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ATTACHMENT A. 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.

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



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- | | | | |
|----|---|-----|----|
| 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 B. DEMOGRAPHIC SURVEY

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

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

- A. Does your organization have a written program which addresses the utilization of minority business enterprises (MBE), disabled business enterprises (DBE) and women enterprises (WBE) in the manufacturing, distribution of servicing of your product(s)? If so, please furnish a copy of your program. Please provide statistics of MBE, DBE and WBE in (1) manufacturing, (2) distribution, and (3) service for the past two years. YES NO

COMMENTS: _____

- B. Does your organization foster economic growth and development by providing procurement opportunities to MBE/DBE/WBE firms as material suppliers, contractors, sub-contractors, etc? If so, please furnish a copy of your company policy or directive. YES NO

COMMENTS: _____

- C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy. YES NO

COMMENTS: _____



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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: _____

(Please Print)