

## CONTRACTING OPPORTUNITY DESCRIPTION AND APPLICATION FORM

Title: Diversity and Inclusion Services

RFP Number: 32921

Goods/Services to be Provided: PGW is seeking proposals from vendors to provide Diversity and Inclusion Services , as more specifically described on Attachment 1 attached hereto. The selected Proposer will be required to provide insurance coverage as described on Attachment 2 attached hereto.

Posting Date: November 19, 2018

Application Due Date: December 4, 2018

### Required

Submissions: Persons and entities who wish to provide the goods and/or services described above must (i) complete this application form and submit it to the street address listed below by 2:30 p.m. on the Due Date listed above and (ii) complete the attached disclosure form and include the completed form with their application.

### ***APPLICANT INFORMATION***

|   |  |
|---|--|
| Name  |  |
| Address   |  |
| City, State Zip   |  |
| Email Address   |  |
| Price (or pricing methodology) to provide described goods and/or services |  |
| Relevant Experience (attach additional pages if necessary)                |  |
| Signature of Applicant (or authorized signatory)                          |  |

### Contact

Information: Li Deng, Supply Chain Department, Philadelphia Gas Works (PGW), [li.deng@pgworks.com](mailto:li.deng@pgworks.com), 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, (215) 684-6693.

### **Reservation of Rights**

Vendor expressly acknowledges that any response to this contracting opportunity, including written documents and verbal communication, regardless of how marked, is not confidential and may be subject to public disclosure by PGW, or any authorized agent of PGW, including but not limited to disclosure under the Pennsylvania Right to Know Law. Any materials submitted or ideas elicited in response to this contracting opportunity shall be the sole and absolute property of PGW, with PGW having title. By responding to this contracting opportunity, Vendor expressly waives any right to designate its response or parts thereof confidential, proprietary, a trade secret, or otherwise exempt from disclosure under any circumstance. PGW reserves the right, at any time prior to execution of an agreement with the selected vendor, to exercise all or any of the following rights and options, which rights and options PGW may exercise to the extent that PGW, in its sole discretion, deems to be in its best interests:

- To negotiate unacceptable provisions incorporated within an otherwise acceptable application submitted in response to this contracting opportunity;

- To reject any application that in the sole discretion of PGW is not in the best interest of PGW;
- To negotiate with multiple applicants prior to or after a notice of award is issued;
- To cancel this contracting opportunity with or without issuing another contracting opportunity; and
- To request that some or all of the applicants modify applications or provide additional information following evaluation by PGW.

## PHILADELPHIA GAS WORKS

### REQUIRED 17-1400 DISCLOSURE

In accordance with the City of Philadelphia's contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-1400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. Please note that, if selected, you will be required to update such disclosure during the term of your agreement with PGW and for one year thereafter.

Therefore, the following information must be provided to PGW:

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  
☐ ☐

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

The undersigned hereby certifies that the information provided herein is true and correct as of the date set forth below.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

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

(Please Print)

## ATTACHMENT 1 Services to be Provided

### Overview

To create and help PGW implement a best practices Diversity and Inclusion program.

Specifically, the proposal should focus on how to:

- Effectively highlight the strong D&I commitment from PGW's Senior Management , especially from the C-Suite, Cabinet, Management Team and Board. This commitment will be reflected in internal and external messaging and is espoused in PGW's corporate goals, objectives and KPI's.
- Ascertain, through focus groups, employees' knowledge and perception of D&I and their thoughts of how to implement a corporate wide program. This initiative must include all employees and be institutionalized within PGW.
- Review/audit PGW's applicable policies and procedures to ensure that PGW not only espouses and embraces D&I but our policies and procedures reflect the same.

### Phase 1

Conduct focus groups throughout PGW, to determine employees' views/opinions about D&I and what suggestions or recommendations they may have on the subject. PGW will work with the selected vendor and their team to establish dates and times for the focus groups. PGW has multiple locations (2 Plants, 5 District Offices and other locations). The selected vendor will present findings/recommendations to PGW Senior Management on how to proceed in terms of programs that lead to institutionalizing D&I in its culture.

### Phase 2

The second phase would be to have an appropriate plan(s) developed, in conjunction with input from PGW that is based on employee feedback and best practices.

Note: This is not a process that should be viewed as a singular project but rather how PGW can further enhance its culture going forward with key D&I initiatives in place.

Ideally, the selected consultant will provide the overarching process and, with PGW staff, implement and monitor the success of the program. Further, a "train the trainer" component may be necessary so as to ensure the success of providing learning opportunities throughout the company.

ATTACHMENT 2  
Insurance Requirements

Proposer shall procure and maintain, at its sole cost and expense, insurance with companies carrying an A. M. Best's rating of not less than A-, admitted to do business in the Commonwealth of Pennsylvania, and acceptable to PGW; with coverage limits of not less than stipulated below. All insurance herein, except for Professional Liability/Errors & Omissions Insurance and if necessary Employment Practices Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis.

Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the General Liability, Auto Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that the Proposer's policies affording Additional Insured status will be primary to any other coverage available to PGW, PFMC, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents and any insurance maintained by PGW will be excess and non-contributory. No act or omission of PGW, PFMC, and/or the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall invalidate the coverage.

- **Worker's Compensation and Employers Liability.** Pennsylvania Workers Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$500,000/per accident, \$500,000/disease (policy limit), \$500,000/disease (each employee).
- **Commercial General Liability.** Commercial General Liability Insurance is required with limits of not less than \$1,000,000 for Bodily Injury and Property Damage Each Occurrence; \$2,000,000 General Aggregate; \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal/Advertising Injury. The policy shall also cover liability arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and Personal Injury (including, but not limited to, coverage for defamation, malicious prosecution and slander). If non-employment related discrimination and harassment is excluded under General Liability, Proposer may instead provide evidence of third party coverage under the Employment Practices Liability or Professional Liability/Errors & Omissions policy. Products/Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to Proposer or any subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer has been included as an Additional Insured. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **Automobile Liability.** Business Automobile Liability covering owned, non-owned and hired autos is required with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and

agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

If there are no owned company vehicles and the Proposer does not carry Business Auto Liability coverage, evidence of Personal Automobile Liability Insurance must be provided.

- **Excess/Umbrella Liability.** Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$2,000,000 in Any One Claim or Occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions coverage as outlined below. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **Professional Liability/Errors & Omissions Coverage.** Evidence of Professional Liability/Errors & Omissions Insurance must also be provided with limits of not less than \$1,000,000 Per Occurrence/Aggregate or Per Claim or Loss/Aggregate with a deductible not to exceed \$10,000. Errors & Omissions Insurance shall be applicable to any occurrence arising out of the performance of services pursuant to any agreement between the parties and, if applicable, shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and computer or electronic information technology services. Under an occurrence form, coverage required shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years. This insurance shall be primary with respect to any other insurance or self-insurance programs afforded to the Proposer.
- **Employment Practices Liability.** If non-employment related discrimination and harassment is excluded under Commercial General Liability, the Proposer shall provide evidence of Employment Practices Liability Insurance with limits (including defense costs) of not less than \$1,000,000 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, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.

**Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the PGW contract for which they are being submitted. The original certificate of insurance must be submitted to PGW's Director of Risk Management at the following address:

Philadelphia Gas Works  
Attn: Director of Risk Management  
800 W. Montgomery Ave.  
Philadelphia, PA 19122

A copy of the certificate of insurance shall be submitted to PGW at the address set forth above. Submission must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit PGW, but under no circumstances shall the Proposer actually begin work (or continue work, in the case of an additional term) without providing the required evidence of insurance. The insurance shall provide for at least thirty (30) days prior written notice to be given to PGW in the event coverage is canceled or non-renewed.

Renewal certificates and policies, as required, shall be forwarded to PGW for as long as the Proposer performs the work as specified in this contract. It shall be the responsibility of the Proposer to ensure that all Subcontractors carry insurance of not less than those coverages and limits specified herein except to the extent that PGW's Director of Risk Management may agree to lower limits, on a case by case basis, depending on the nature of the subcontractor's work. Proper evidence of this compliance must be forwarded to PGW prior to the inception of any work by subcontractor.

#### **ADDITIONAL PROVISIONS**

All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to PGW.