



**REQUEST FOR PROPOSALS**

For an Independent Evaluator

For the "Bright Solar Futures" Training Initiative

**Released:** February 26, 2019

**Response Deadline:** April 1, 2019 5:00 PM

Issued by:

**THE PHILADELPHIA ENERGY AUTHORITY**

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## **1. Purpose**

The Philadelphia Energy Authority (PEA) is soliciting proposals to evaluate the effectiveness of the “Bright Solar Futures” training initiative which was selected for funding by the U.S. Department of Energy Solar Energy Technologies Office for a three-year award term. Bright Solar Futures will prepare Pennsylvania’s young people for jobs in the solar energy industry, diversifying the solar sector while meeting employer demand for a trained workforce. The evaluator will work with PEA and its partners to develop and execute an evaluation plan of this newly expanded workforce development initiative.

## **2. Background**

### **2.1. About the Philadelphia Energy Authority (PEA)**

The Philadelphia Energy Authority (PEA) is an independent municipal authority chartered by City Council and the Mayor in 2010, focused on issues of energy affordability and sustainability for Philadelphia. In early 2016, in partnership with City Council President Darrell Clarke, PEA launched the Philadelphia Energy Campaign, a \$1 billion, 10-year investment in energy efficiency and clean energy projects in 4 sectors: City buildings, public schools, low- and moderate-income housing, and small businesses. We believe that energy is an important vehicle for reducing poverty, improving education, strengthening communities and leveraging public investment.

Learn more about the Philadelphia Energy Campaign at <http://www.philaenergy.org/>.

### **2.2. Find Your Power**

PEA piloted a 120-hour solar training course for high school students starting in Summer 2017. Solar States, a Philadelphia-based solar installation company, delivered their “Find Your Power” curriculum to prepare students for jobs in the solar industry. PEA leveraged funding from PECO, Siemens, the School District of Philadelphia’s GreenFutures initiative, and the U.S. Department of Energy Solar In Your Community Challenge to pilot the class with an initial cohort of students in 2017 and then to two additional cohorts in 2018. In partnership with Solar States, the Energy Coordinating Agency (ECA), and the Philadelphia Education Fund (PEF), PEA trained 52 students in the basics of solar installation and energy efficiency between 2017 and 2018. To support students to put their new knowledge into practice and further develop work readiness, PEA placed 10 returning students into paid internships with clean energy employers in Summer 2018.

### **2.3. Bright Solar Futures**

In October 2018, the U.S. Department of Energy Solar Energy Technologies Office selected PEA for a \$1.25 million award to implement “Bright Solar Futures,” a three-year initiative to expand the Find Your Power curriculum, pilot the new curriculum with over 100 students, and secure stable funding for the program to continue. PEA received the award in partnership with the following subrecipients: Solar States, the Energy Coordinating Agency, the Philadelphia Education Fund, and YouthBuild Philly. The

award term is 3 years with an expected start date in Spring 2019. PEA laid out two goals for Bright Solar Futures:

**Goal 1: Apply to the Pennsylvania Department of Education to establish the nation's first three-year Solar Energy Program of Study (POS) for Career and Technical Education (CTE) students.**

A Program of Study (POS) is a three-year, competency-based program available to District CTE students beginning in 10th grade and consisting of 1,080 total hours of instruction. Students enrolled in a CTE POS acquire both technical and academic skills taught by teachers and industry professionals using state-of-the-art equipment.

If the Solar Energy POS is approved by the Pennsylvania Department of Education, the School District of Philadelphia and any other District in Pennsylvania can access Perkins funding to offer this POS to their own CTE students. The Bright Solar Futures curriculum would be made publicly available, with a goal of encouraging other Districts in Pennsylvania and beyond to train CTE students for jobs in the solar and clean energy industries.

**Goal 2: Pilot the expanded curriculum in Philadelphia, targeting School District of Philadelphia CTE students and Opportunity Youth.**

**CTE Program:** PEA will begin by offering the 100-200 hour introductory curriculum to two cohorts of CTE students in Summer 2019 and academic year 2019-2020 and organizing additional internship cohorts for returning students in Summer 2019 and Summer 2020. PEA will develop the expanded POS curriculum in 2019 and begin seeking approval from the Pennsylvania Department of Education with a goal of launching the POS for the first cohort of 10<sup>th</sup> grade students in Fall 2020 (with expected graduation in Spring 2023). The 1,080-hour curriculum will be delivered to this cohort over the remaining 3 years of their high school careers, with subsequent cohorts added each Fall.

**Opportunity Youth Program:** PEA will administer an advanced 600+ hour curriculum to the first cohort of Opportunity Youth as an intensive 4-month training starting in December 2019. These students will be placed into paid internships for summer 2020 to prepare them to seek employment in the solar industry upon program completion. PEA will repeat this program model in December 2020-June 2021, incorporating lessons learned from the first cohort.

*The selected evaluator will work with the project team to develop impact goals associated with each of the goals above.*

**2.4. Evaluator responsibilities**

The evaluator will work with PEA and its instructional and curriculum development partners to develop an evaluation plan for the duration of the three-year program. The evaluator will be responsible for implementing the evaluation plan and developing annual reports to be shared with PEA and the U.S. Department of Energy.

The evaluation plan will include both formative and summative evaluation. The plan will assess early outcomes and will inform program implementation. The evaluator will also work with the project team to assess whether there is a shared understanding of the program goals and provide information to assist in aligning the project team as needed.

## 2.5. Anticipated project timeline

Step	Date
RFP released	February 26, 2019
Deadline to submit statement of intent to respond	March 15, 2019
Deadline to submit RFP questions (optional)	March 25, 2019
Response to questions available	April 1, 2019
Deadline to submit proposals	April 5, 2019
Interviews	April 8-12, 2019
Evaluator selected	late April

Given that the source of funds is a three-year federal award that is renewed annually in one-year increments by the U.S. Department of Energy, the evaluator contract award will be for a one-year period, with two one-year renewals that will be subject to the renewal of federal funding.

## 3. Questions, Proposal Format and Submission

### 3.1. Intent to Respond

Submit a statement of your Intent to Respond to [info@philaenergy.org](mailto:info@philaenergy.org) no later than March 15, 2019.

### 3.2. Questions

All questions regarding the Bright Solar Futures Evaluator RFP are to be sent by email to [info@philaenergy.org](mailto:info@philaenergy.org). All questions must be submitted in writing. Responses to questions received before 5:00 p.m. on **March 25, 2019** will be emailed to all applicants who have submitted statements of Intent to Respond and posted on the PEA website. All questions and responses will be issued by 5 p.m. on **April 1, 2019**.

### 3.3. Proposal Deadline

Responses to this RFP must be in PDF form and sent to [info@philaenergy.org](mailto:info@philaenergy.org) by **5:00 p.m.** on **April 5, 2019**. Responses received after the deadline will not be considered.

### 3.4. Format for Proposals

Proposals should include:

- 1) Email with subject line “Evaluator Proposal from NameOfFirm”
- 2) Cover Letter addressed to Laura Rigell, Solar Manager, Philadelphia Energy Authority
- 3) A description of the proposed methodology for implementing the evaluation
- 4) Statement of the organization’s qualifications, including a sample of relevant work and contact list of three references
- 5) CVs of key personnel who will be involved; and
- 6) Detailed cost proposal not to exceed \$62,500 over the three-year evaluation period

### 3.5. Selection Criteria

The following selection criteria may be considered:

- **Overall Quality:** Overall quality of proposal;
- **Experience:** Degree of Evaluator’s experience and proficiency in the scope of work, including demonstrated experience in evaluating comparable programs;
- **Process:** Approach of the evaluator that aligns with PEA priorities and pace;
- **Value and Relevance:** The value offered by the pricing of proposed evaluation plan and relevance of the proposed scope of work;
- **Implementation Capacity:** Ability to provide timely, quality evaluation. Selected consultant must be able to demonstrate sufficient staff capacity to carry out this program based on previous performance and current staffing.

### 3.6. Notes on Submission

**3.6.1. Procurement Process.** PEA may, but is not obligated to, conduct oral interviews with any or all respondents prior to selection and will not be liable for costs incurred by respondents in connection with such interview. PEA reserves the right to request clarification of information submitted and to request additional information from one or more respondents. PEA is under no obligation to procure services under this document. PEA reserves the right to reject any and all proposals received as a result of this request and is not liable for any costs incurred by any firm or individual in responding to this opportunity. PEA reserves the right to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal if deemed in the best interest of PEA. PEA reserves the right to amend or cancel this RFP at any time. PEA reserves the right to expand and extend services beyond what is initially sought in this document to the selected proposer without issuing additional public procurement. **Right to Know.** PEA is subject to the Pennsylvania Right to Know Law 65 P.S. 67.101, et seq. All records are public

records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Confidential and proprietary information must be labeled as such.

**3.6.2. Notice to State Requested Exceptions to Contract Terms and Conditions.** PEA's Contract Terms and Conditions for services of the type sought by this contracting opportunity are attached to this RFP as **Appendix A**. By submitting a proposal in response to this contract opportunity, the Respondent agrees that, except as provided herein, it will enter into a contract with PEA containing substantially the Contract Terms and Conditions in Appendix A.

Respondents must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms and Conditions in a separate section of the proposal entitled "Requested Exceptions to Contract Terms and Conditions." For each Requested Exception, the Respondent must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Respondent must also propose alternative language or terms for each Requested Exception. Requested Exceptions to PEA's Contract Terms and Conditions will be approved only when PEA determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to PEA, and is in the best interest of PEA. By submitting its proposal, the Respondent agrees to accept all Contract Terms and Conditions to which it does not expressly seek a Requested Exception in its proposal. PEA reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after PEA issues its notice of intent to contract to a Respondent, the Respondent seeks Requested Exceptions to Contract Terms that were not stated in its proposal, PEA may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

PEA reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice if it determines it is in the best interest of PEA to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms and Conditions in any final contract resulting from this contract opportunity.

**3.6.4 The Philadelphia Tax and Regulatory Status and Clearance Statement** It is the policy of the City of Philadelphia and PEA to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on

behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist PEA, through the City of Philadelphia Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix B.

If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City to achieve compliance. If satisfactory arrangements cannot be made, Respondents will not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist PEA in obtaining the above information from its proposed subcontractors. If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these PEA policies into consideration when entering into their contractual relationships with proposed subcontractors.

If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or [revenue@phila.gov](mailto:revenue@phila.gov).

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

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<sup>1</sup> Respondents that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Respondents with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

<sup>2</sup> Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.



## Appendix A

## **STANDARD TERMS AND CONDITIONS**

### **Independent Contractor**

Consultant acknowledges that Consultant is an independent contractor and that Consultant is not an employee of the PEA. Consultant also acknowledges that Consultant is not entitled to participate in any employee benefit plan or receive any benefits of the PEA normally accorded to employees, shall not receive coverage under any Workman's Compensation Statute, and shall be solely responsible for securing and maintaining any necessary insurance or licenses.

### **Non-Exclusivity**

Consultant is under no obligation to work exclusively for the PEA, and may accept engagements, work, and assignments from parties other than the PEA on a regular basis. The PEA and the Consultant agree and acknowledge that the Consultant's services are separate and distinct from the services and business operations of the PEA, and that the business operations of the Consultant shall not, at any time, be integrated into the business operations of the PEA.

### **No Agency**

Consultant is authorized to represent himself or herself as an independent contractor of the PEA, but shall have no authority to and shall not represent that he or she has authority to bind the PEA in any manner.

### **Standard of Performance**

Consultant shall enter upon the performance of this Agreement with all due diligence and dispatch: shall press to its complete performance in a manner consistent with a degree of professional skill and competence pursuant its professional standards. All of the services requires hereunder of Consultant shall be performed to the satisfaction and approval of The Authority.

### **Confidentiality**

Consultant agrees to keep confidential for the benefit of the PEA any and all of their trade secrets or confidential or proprietary information, knowledge or data disclosed to him/her or obtained by him/her during the term of this Agreement and will not thereafter disclose any such trade secrets, information, knowledge or data to any other person, firm or corporation.

### **Assignment/Successors**

This Agreement is personal to Consultant and is not assignable by him/her. It may, however, be assignable by the PEA. The PEA's rights hereunder shall be enjoyed by any successor in interest to the PEA. In the event of Consultant's death, inability to perform his/her duties or his/her breach of this Agreement, the PEA shall have no further obligations hereunder other than to pay him/her or his/her

estate any fees or expenses that are payable hereunder which are accrued and unpaid to the date of either his/her death, disability or termination.

### **Compliance with Laws**

All services rendered and documents prepared by Consultant shall strictly conform to all applicable laws, statutes and ordinances (including, but not limited to, the Fair Practices Ordinance, Philadelphia Code Chapter 9-1100), and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions, quasi-government agencies, the Philadelphia Energy Authority (“PEA”) board and other agencies.

### **Work Product**

Work product prepared by Consultant in the performance of this Agreement shall be the absolute property of the PEA.

### **Subcontracting**

Consultant shall not subcontract any work hereunder without prior written approval by the PEA.

### **Change Orders**

Any material additions, revisions or adjustments to the Services, including cost, period for provision of the Services or delivery dates, will be effected only pursuant to a written order signed by an authorized representative of both parties. If the PEA initiates a change order request, Consultant will promptly respond to such request in writing. If Consultant initiates a change order request, the PEA failure to affirmatively accept the request within a reasonable period of time shall be deemed a rejection.

### **Conflicts with Consultant’s Proposal**

In the event of conflict of variance between this Agreement and the proposal of Consultant, this Agreement shall govern.

### **Indemnification**

Consultant agrees to unconditionally indemnify and hold harmless the PEA, its affiliates, and its respective agents, employees, offices, directors, and owners, from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, or assessments (including attorney’s fees) suffered or incurred in connection with any claim asserted by any party (regardless of the form of or forum in which such claim may be asserted) whether based upon the Consultant’s negligent or willful act or omission, or that of anyone employed, retained, or utilized by the Consultant, or whether based upon events or activities of the Consultant during the rendering or performance of, or attempts to render or perform, the services of the Consultant for the PEA in accordance with this Agreement.

## **Termination**

The Authority reserves the right to terminate this Agreement at any time at its sole discretion by giving Consultant thirty (30) days notice, however, Consultant shall be entitled to reimbursement for any services rendered prior to the date of termination.

## **Force Majeure**

Notwithstanding any provision of this Agreement, neither party shall have any responsibility or liability for any failure, error, malfunction, or delay resulting from events due to any cause beyond its reasonable control, including, but not limited to sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages or labor or industrial action of any kind, riots, insurrections, war or acts of government power or equipment failure (including that of any common carrier, or transmission line), emergency condition or cause. The PEA shall not be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government or government agency in accordance with which it is required to act, as it shall determine.

**Where a force majeure event has occurred that prevents to any extent a party in the performance of its obligations under this Agreement or under any Schedule, the performing party that is unable to perform shall be excused from further performance or observance of the obligations(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance as soon as possible and to whatever extent possible without delay.**

## **Nondiscrimination**

This Agreement is entered into in concert with the terms of the Philadelphia Home Rule Charter and in its performance; Consultant shall not discriminate nor permit discrimination against any person because of race, color, religion, gender identity or expression, national origin or sex. In the event of such discrimination, the Authority may terminate this Agreement forthwith.

## **Limitation of Liability**

To the fullest extent permitted by applicable law or regulations, Consultant's liability to the PEA for any claim or cause of action arising out of or related to this Agreement, including breach of warranty, breach of contract, negligence, and other torts arising out of or relating to this Agreement and the Schedules, shall not exceed the amounts paid or payable by Consultant for such project.

## **Chapter 17-400 of the Philadelphia Code**

In accordance with Chapter 17-400 of the Philadelphia Code, Consultant agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or

constitutes or results in discrimination with regard to hiring tenure of employment, promotion, terms privileges or condition of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the Authority to all rights and remedies provided in this Agreement or otherwise available in Law or equity.

Consultant agrees to include the immediately preceding paragraph; with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

Consultant further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the Authority to all rights and remedies provided herein or otherwise available in Law or equity.

### **General**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. No modifications, amendments or waiver of any provision thereof shall be effective unless made in writing and signed by the parties. In case any provision of this Agreement shall be held ineffective or unenforceable, the remaining provisions shall remain unaffected.

## **Appendix B**

**CITY OF PHILADELPHIA TAX AND REGULATORY  
STATUS AND CLEARANCE STATEMENT  
FOR APPLICANTS**

**THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE**

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*	

\_\_\_\_ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.

\_\_\_\_ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.