



**PHILADELPHIA
GREEN CAPITAL CORP**
ACCELERATING OUR CLEAN ENERGY FUTURE

REQUEST FOR PROPOSALS

for Program Services Contractor
for the Built to Last Program

Issued by: Philadelphia Green Capital Corp.

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1. Purpose

The purpose of this Request for Proposals (“RFP”) is to solicit pricing proposals from residential construction managers (“Contractor”) who can manage residential property construction in existing, occupied single-family homes for Philadelphia Green Capital Corp. as a team member in the Philadelphia Energy Authority’s Built to Last (BTL) program. Contractor will execute agreed upon construction services with either in-house staff or through verified subcontractors. The construction activities will include repairs and improvements related to:

- basic systems (plumbing, electrical, mechanical, roofing) and structural deficiencies,
- weatherization and energy efficiency,
- health and safety,
- handicap accessibility and aging-in-place adaptations, and
- conversion of fossil-fuel appliances, water heaters and HVAC equipment to electric models, or installation of electric models where such appliances did not exist before

2. Background

2.1 About the Philadelphia Green Capital Corp.

The Philadelphia Green Capital Corp. (PGCC) is the “green bank” affiliate of the Philadelphia Energy Authority (PEA). PGCC’s mission is to connect projects to capital to drive a robust, equitable, clean energy market in Philadelphia, support PEA, and respond to the local challenges of climate change. PGCC uses proven green bank tools to unlock capital for clean energy projects. PGCC’s approach includes leveraging capital from public, private, and philanthropic sources, offering credit enhancements, using alternative underwriting methods, and facilitating partnerships. The creation of PGCC scales and amplifies PEA’s current work and brings new financial products to the Philadelphia region’s clean energy economy. Learn more at <http://www.phillygreencapital.org>.

PGCC is a Pennsylvania nonprofit corporation that is qualified as a 501(c)(3) charitable organization to make and facilitate program-related investments for environmental action, lessening the burdens of government and promoting social welfare purposes under section 501(c)3 of the Internal Revenue Code, or corresponding section of any future federal tax code.

2.2 About the Philadelphia Energy Authority

The Philadelphia Energy Authority is an independent municipal authority established in 2010 building a robust, equitable clean energy economy in Philadelphia. In 2016, PEA and City Council President Darrell Clarke launched the Philadelphia Energy Campaign, a \$1 billion, 10-year investment in energy efficiency and clean energy projects to create 10,000 jobs. To date, PEA has helped launch over \$291 million in projects and programs, and created over 2,500 jobs. PEA works to make Philadelphia a national model for implementing energy strategies that improve the health and

well-being of the community and local economy, including the City’s most vulnerable residents. Learn more at <http://www.philaenergy.org/>.

PEA is a municipal authority and political subdivision of the Commonwealth of Pennsylvania, formed by the City of Philadelphia under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et. seq. (“the Act”) for the purposes described in the Charter and included below:

The Authority’s purposes and responsibilities shall be limited to actions for and concerning (i) the development, facilitation and/or financing of energy storage and/or generation projects, (ii) the development, facilitation and/or financing of energy efficiency projects, and (iii) the purchase or facilitation of energy supply and energy services on behalf of the City of Philadelphia, government agencies, institutions and businesses, as well as the education of consumers regarding choices available in the marketplace, and (iv) the promotion of a vital clean energy sector of the Philadelphia economy and increased employment in the sector by undertaking efforts to strengthen the markets for energy efficiency and energy storage and generation projects. The Authority shall have and may exercise all of the powers set forth in the Act that are necessary or convenient for carrying out its purposes and responsibilities.

2.3 About Built to Last

PEA’s Built to Last program began its pilot in October 2021. The program uses a novel approach to completing holistic home retrofits for low-income households, which include basic system repairs, repairs aimed to improve occupant health, energy efficiency, electrification, and rooftop solar PV installations. Built to Last provides a powerful backbone that layers, coordinates, and supplements existing home repair programs that achieve energy efficiency and weatherization, health and safety improvements to address home-related occupant health, climate resilience, and the preservation and stabilization of existing affordable housing.

Built to Last coordinates services and layers home repair funding from a network of partners, collectively referred to as BTL Team Members, which currently include the Energy Coordinating Agency, CMC Energy Services, Pennsylvania Horticultural Society, Philadelphia Corporation for Aging, Philadelphia Department of Public Health, Philadelphia Gas Works, PGCC, Philadelphia Housing Development Corporation (PHDC), UESF, and Habitat for Humanity Philadelphia. Each of the BTL Team Members currently funds, delivers, and/or facilitates delivery of building services to low-income single family residential properties. PEA and the BTL Team Members evaluate holistic home repair needs and match those with existing funding sources to coordinate a comprehensive retrofit.

This initiative focuses on historically marginalized communities and aims to serve at least 500 homes by 2025, including homes that were part of the initial 50-home pilot. BTL addresses three gaps that have historically prevented low-income households from receiving home interventions that fully meet their needs: a) ensuring households can find and apply for the full set of programs for which they are eligible, b) assessing and identifying all home restoration needs, and c) coordinating the deployment of services to streamline home restorations, avoid service deferrals, cover gaps in home repair needs, and maximize impact. Through the BTL program, PEA and PGCC also aim to support the growth of small contractor businesses in Philadelphia.

As the green bank affiliate of PEA, PGCC supports the BTL program's goal to make every Participants' homes safe, healthy, and affordable places to live. Some homes require work outside the regular scope and funding availability of the other BTL Team Members. In these situations, PEA may suggest that an additional scope of work is appropriate and PGCC will determine whether it can be funded by PGCC.

2.4 Scaling up Built to Last

Through this RFP, PGCC is seeking Contractors that will partner with PGCC to support the growth of the Built to Last program. After completing its ongoing pilot project of 50 homes, PEA has a goal to perform whole home retrofits on 50 homes in FY 2023, 150 homes in FY 2024, and 250 homes in FY 2025 for a total of 500 homes completed by the end of FY 2025. PGCC's fiscal year is from July 1 to June 30.

2.5 Program Design

This section summarizes the key elements of the program. Please reference **Appendix B - Program Services Agreement** for a detailed description of the Contractor's responsibilities and PGCC's commitments.

2.5.1 Enhanced Intake Support

Potentially eligible BTL participants are referred to the program through a variety of possible pathways, including referrals from BTL Team Members and the selected Contractor(s), to complete a BTL application and collect documentation necessary for the applicant to enroll in all BTL Team Member programs. Interested applicants will be screened for their eligibility. Once the applicant's enrollment information and documentation are completed, a case manager will serve as the participant's main point of contact throughout the BTL process and will assist with scheduling for key program activities.

2.5.2 Housing Stabilization

Following BTL program intake as described in 2.5.1, PEA's housing retrofit service provider will assess each assigned participant home for comprehensive repair and improvement needs, develop a scope of work with estimated cost of repair for each participant home, and then work with BTL Team Members to assign a scope of work and schedule work orders specific to their programs.

If a portion of the scope of work cannot be completed by participating BTL Team Member programs, PGCC may elect to directly fund this remaining scope of work and engage Contractor's service to execute the construction activities for that scope of work.

The housing retrofit service provider will manage scheduling of all BTL Team Member programs along with the Contractor to complete the full scope of work. The housing retrofit service provider will perform progress and final inspections. When all work is completed, a walkthrough of the completed project will be completed with each participant. Contractor must enter into a Participant

Project Agreement (**Appendix C**) with each Participant for whom it provides services in a form and with a scope of work approved by PGCC and/or its assigned designee.

The Contractor will designate a qualified staff member to serve as the point of contact for PGCC and to serve as the Contractor’s representative in regularly scheduled project review meetings with BTL Team Members.

2.5.3 Job Training and Equal Opportunity Hiring

Diversity and inclusion in business ownership and workforce composition are core values for PEA and PGCC. People of color are under-represented in the home repair workforce and contractors typically report difficulty finding qualified candidates for open positions. To build a well-trained, diverse workforce in Philadelphia, PEA launched the Green Retrofit Immersive Training Program (GRIT), which trains Philadelphia residents to become qualified green retrofit contractors.

Built to Last Contractors will be granted early access to interview GRIT graduates. Additional opportunities to engage with GRIT trainees include visiting the classes as a guest speaker, or hosting classes for a virtual or in-person field trip.

2.6 Anticipated Project Timeline

Step	Date
RFP released	October 11, 2022
Deadline to submit Intent to Respond (required)	October 21, 2022 at 5pm EST
Deadline to submit RFP questions	October 28, 2022
Responses to questions posted	November 2, 2022
Deadline to submit Proposals	November 11, 2022 at 5pm EST
Contractor interviews (estimated)	November 28 - December 2, 2022
Contractor selections announced (estimated)	December 9, 2022

3. Questions, Proposal Format and Submission

3.1 Intent to Respond

Respondents are strongly encouraged to submit a statement of your Intent to Respond to info@phillygreencapital.org with the subject “Built to Last RFP Intent to Respond - [Firm Name]” by 5pm EST on Friday, October 21, 2022.

3.2 Questions

All questions regarding this RFP must be submitted by email to info@phillygreencapital.org. Responses to questions received before 5pm on Friday, October 28, 2022, will be emailed to all Respondents who have submitted statements of Intent to Respond and posted on the PGCC website (<https://phillygreencapital.org/news-events/>). Contractors responding to this RFP are urged to check the website for the responses to the questions. All responses will be issued by 5pm on November 2, 2022. Oral responses by any PGCC or PEA employee or agent of PGCC or PEA are not binding and shall not in any way be considered as a commitment by PGCC.

3.3 Proposal Deadline

Respondents to this RFP must submit an electronic version of all requested documents by email to info@phillygreencapital.org no later than 5pm on Friday November 11, 2022. **Responses received after the deadline will not be considered.**

3.4 Notice to State Requested Exceptions to Contract Terms and Conditions

PGCC’s Program Services Agreement is attached to this RFP as **Appendix B**. By submitting a Proposal in response to this RFP, the Respondent agrees that, except as provided here, it will enter into a contract with PGCC containing substantially the Contract Terms and Conditions contained in **Appendix B**.

If Respondent wishes to request revisions to the attached Contract, respondents must provide an annotated copy of the Contract with the requested revisions. For each requested revision, the Respondent must propose alternative language or terms using tracked changes and state the reason for the request in a comment.

Requested exceptions to PGCC’s Contract Terms and Conditions will be approved only when PGCC determines in its sole discretion that a Requested Revision makes business sense, does not pose unacceptable risk to PGCC, and is in the best interest of PGCC. By submitting its proposal, the Respondent agrees to accept all Contract Terms and Conditions to which it does not expressly seek a Requested Revision in its proposal. Blanket reservation of rights to exceptions to the full contract will not be accepted. PGCC reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent’s proposal contains Requested Revision to Contract Terms, and the number and type of such requests and alternative terms proposed.

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

PGCC 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 PGCC 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.

3.5 The Philadelphia Tax and Regulatory Status and Clearance Statement

PGCC seeks 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 determine 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 A** and a Tax Compliance Certificate from the City of Philadelphia which can be requested at <https://rev.phila.gov/taxcompliance/>.

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 pre-approved Respondent will also be required to assist PGCC 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 pre-approved Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these 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.

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 be required to obtain both prior to commencing work if pre-approved for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial

¹ 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

Activity License² may be made online by visiting the City of Philadelphia Business Services Portal at <https://business.phila.gov/> and selecting eCLIPSE to submit online applications. 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.

3.6 Submittal Requirements

Respondents are encouraged to be concise and to respond as directly as possible to the requirements set forth in this RFP. The requirements set forth in this Section represent the minimum content required and, unless expressly stated otherwise, are not intended to limit substantive content. It is Respondent's responsibility to include information in the Proposal that meets the minimum content requirements and any additional information that further demonstrates relevant experience and capabilities.

3.6.1 Introduction and Executive Summary

Provide a summary of the major features of the Respondent's proposal. It should describe how the Respondent is best able to provide services that meet the PGCC objectives. It should provide an overview of the planned approach and include a summary of the firm's experience with similar projects. This section should be limited to 3 pages and include the following details for the Contractors and all proposed subcontractors:

- a. Contact information
 - i. Business name
 - ii. Contact name and title
 - iii. Contact phone
 - iv. Contact email

- b. Business information
 - i. Year business was established
 - ii. FEIN
 - iii. Commercial Activity License #

should use that number as their Business Income and Receipts Tax Account Number.

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

- iv. Philadelphia Contractor License #
- v. Other relevant licenses
- vi. Legal structure (for-profit corporation, non-profit corporation, limited partnership, general partnership, limited liability corporation, sole proprietorship, other)
- vii. Business headquarters
- viii. Philadelphia address (if different than headquarters)
- ix. Website
- x. Number of years the Contractor has worked with the each proposed subcontractor (when relevant)

3.6.2 Technical Submittal

Technical submittal requirements should include the following.

a. Experience and Capacity

- i. Services. PGCC is seeking Respondents that can deliver construction management services as outlined in Section 1 in a timely and professional manner. Provide a narrative describing the Respondent's experience and capacity managing residential construction projects involving the coordination of multiple trades. Explain what work will be completed by in-house trades people and what work will be completed by subcontractors. State how many homes Respondent will be capable of servicing during the contract period.

Where subcontractors will be used, describe the subcontractor's experience and capacity for completing the work services outlined in Section 1.

PGCC is seeking Respondents that can work collaboratively with other BTL Team Members as the BTL program procedures and processes evolve to best serve the program participants.

- ii. Relevant Experience. Provide a narrative describing the Respondent's experience delivering this set of services. Include references, Include a description of Contractor's work on other projects or programs that demonstrate applicable experience.
- iii. Staffing. Provide resumes for staff that will be dedicated to the program, including home auditors and inspectors and program-specific administrative staff. Staff resumes should list certifications relevant to completing the listed services, certificates by the Building Performance Institute, or equivalent certifying agency for auditors and inspectors.
- iv. Financial. Respondent must submit audited financial reports for the two most recent fiscal years as an exhibit to the Response. If audited statements are not

available, include the business's federal tax returns for the two most recent years.

b. Pricing

Provide Contractor's pricing for delivering construction management services.

PGCC's preference is for the Respondent to provide pricing on a cost per home basis. If the Respondent would like to propose an alternative pricing structure, clearly explain the alternate structure and your reason for proposing it.

Please note that PGCC must adhere to the federal procurement standards described in [2 CFR § 200.318-326](#). As such,

- Respondents are encouraged to consider value engineering options when developing their pricing structures.
- The final contract will contain a ceiling price that the Contractor exceeds at its own risk.

c. Local and Diverse Hiring Plan:

Though not required, Respondent is invited to explain your strategy for creating a robust, diverse, local green home repair workforce, which could include the Respondent's ability to commit to actions such as, but not limited to, the following:

- i. Recruiting candidates for new positions who reside in the City of Philadelphia, who identify as minority, women, disabled, returning citizens, veterans, and/or who have completed Philadelphia-based training programs.
- ii. Supporting Philadelphia-based training programs by, for example, hosting trainees as interns, and providing guest speakers for classes and field trips. Please describe any previous experience considering applicants from workforce development initiatives.

d. Warranties

Respond to the following questions.

- i. Is the business or its management involved in any pending lawsuits, regulatory proceedings or other legal actions involving the business? (Yes or no. If yes, explain.)
- ii. Have you or any officer of your company been involved in bankruptcy or insolvency proceedings? (Yes or no. If yes, explain.)
- iii. Is the business a Minority/Woman/Disadvantaged/Local Business Enterprise certified? If so, provide details on the certifying entity.

e. Insurance

Contractor and its subcontractors will be required to maintain in full force and effect, at its expense, a commonly available commercial general liability policy of insurance through a company or companies rated A- or above by A. M. Best providing coverages for workers' compensation,

pollution insurance, comprehensive automobile insurance and commercial general liability. In addition, Contractor providing professional services shall maintain all required professional liability insurance.

The Contractor shall procure and maintain in full force and effect, the types and minimum limits of insurance specified herein for all claims based on events occurring during the term of this engagement.

Coverage Requirements:

- a. Business Liability Insurance**
 - i. Limit of Liability: \$1,000,000 per occurrence
- b. General Liability Insurance**
 - i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability: \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. PGCC may require higher limits of liability if, in PGCC's sole discretion, the potential risk warrants.
 - ii. Coverage: premises operations; personal injury and property damage liability; products and completed operations; independent Contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations), explosion, collapse, underground ("XCU") coverage.
- c. Pollution Liability Insurance.**
 - i. Limit of Liability: \$1,000,000 per occurrence
- d. Workers' Compensation and Employers' Liability**
 - i. Limit of Liability: Workers' Compensation Statutory Limits
 - ii. Employers' Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employee- Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
- e. Automobile Liability Insurance**
 - i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - ii. Coverage: Owned, non-owned, and hired vehicles.
- f. Professional Liability Insurance.**
 - i. Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000.
 - ii. Coverage: Errors and omissions.
 - iii. Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of the services

required under this Agreement shall be maintained in full force and effect under the Policy or “tail” coverage for a period of at least two (2) years after expiration of this Agreement.

4. Confidential Information

If a Contractor desires that PGCC keep certain information from public disclosure, then the Contractor must include a notice in the Proposal as follows:

“**Confidential Information Notice** Pages _____ of this Proposal, identified by a bold vertical line along the right-hand margin, contain information that is excluded from public disclosure under applicable law. Contractor requests that such marked information be utilized by PGCC only for evaluation of this Proposal, but Contractor understands that PGCC is bound by applicable law and that such information may be disclosed in accordance with such law.

Confidential Information does not include (a) information already known or independently developed by the Recipient; (b) information in the public domain through no wrongful act of Recipient; or (c) information received by the Recipient from a third party who was free to disclose it (d) information required to be disclosed by a court or other governmental body having jurisdiction.

Notwithstanding any such notice, however, PGCC may disclose such marked information to individuals participating in the review or evaluation of Proposals, including members of the Selection Committee, other PGCC and PEA employees, and advisors, attorneys, and consultants.

5. Evaluation Criteria

Proposals in response to this RFP will be evaluated by the PGCC Selection Committee, which may include members of the PEA staff. PGCC may invite finalists to make a brief oral presentation and be interviewed by the Selection Committee.

Selection criteria include:

- **Overall Quality:** Proposal’s consideration of and responsiveness to the criteria set out in this RFP.
- **Experience:** Degree of Contractor’s experience and proficiency in the scope of work, including demonstrated experience in the region.
- **Value and Price:** The set of services being proposed and the value offered by the pricing of those services.
- **Implementation Capacity:** Ability to provide site visits, audits, design of scope of work, management of construction activities, and other related services. Selected Contractors must be able to demonstrate sufficient staff capacity to successfully carry out this role.
- **Adequate Financial Capacity:** Selected Contractors must be able to demonstrate sufficient financial strength to successfully carry out this program.
- **Licensing and Insurance:** The Contractors must be licensed in Pennsylvania to do the

contracted work and must carry adequate insurance coverage, as detailed in the Contract for Services Between Contractor and PGCC attached. The Contractors must have a valid General Contractor License in the City of Philadelphia.

- **Potential for Growth:** The Respondents will be evaluated on their potential to have a lasting job creation impact, in line with the goals of the Philadelphia Energy Campaign.
- **Local and Diverse Hiring Plan:** Quality of and ability to commit to a clear plan to promote hiring local and diverse workers.
- **COVID-19 preparedness:** Selected Contractor(s) must have in place a COVID-19 safety plan. All staff who will enter the home of a Customer have been fully vaccinated for COVID-19.

The Program Services Agreement is included here as **Appendix B**. By responding to this RFP, Respondent agrees to the terms of the Contract, except as specifically provided in Section 3.4.

6. PGCC's Additional Procurement Rights

PGCC reserves the right to modify this selection process, which may be exercised in its sole discretion at any time during the procurement process to:

- Cancel this RFP or the procurement process, with or without the substitution of another pre-qualification or procurement process;
- Waive any informality, defect, non-responsiveness, or deviation in a Proposal, or other submission, that is not material;
- Require one or more Contractors to supplement or clarify the Proposal or to provide additional information after the submission of Proposals including with respect to any exceptions to PGCC's Contract Terms and Conditions;
- Take any action affecting the RFP process that would be in the best interests of PGCC;
- Conduct investigations and make inquiries concerning any aspect of any Proposal;
- Reject any or all Proposals;
- Reject a Contractor that has been delinquent or unfaithful in the performance of any contract with or obligation to PGCC, PEA, or City is financially or technically incapable, or is otherwise not responsible; and/or
- Make judgments about the contents of any Proposal with respect to the requirements and criteria set forth in this RFP.

7. Costs

Any and all costs incurred by the Respondent, or other party in connection with this RFP or other aspect of the procurement process shall be at such party's expense and risk. PGCC accepts no liability and will not be responsible under any circumstance for any cost or expense incurred to respond to this

RFP or otherwise participate in the procurement process.

Appendix A: City of Philadelphia Tax Status and Clearance Statement

Appendix B: Program Services Agreement

Appendix C: Participant Project Agreement