

**PHILADELPHIA GAS WORKS**

**REQUEST FOR PROPOSALS**

**FOR**

**Home Comfort Program Conservation Service Providers**

Dated: 4/12/2018

**RFP NO.: 32373**



Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers

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## Table of Contents

<b>1</b>	<b>THE SOLICITATION – NOTICE TO PROPOSERS .....</b>	<b>4</b>
1.1	SCHEDULE OF EVENTS .....	4
1.2	PROPOSAL REQUIREMENTS .....	5
<b>2</b>	<b>PROJECT DEFINITION AND REQUIREMENTS .....</b>	<b>6</b>
2.1	OVERVIEW .....	6
2.2	SERVICES TO BE PROVIDED; SCOPE OF WORK .....	6
2.3	TERM .....	6
2.4	PROPOSAL PRICING .....	6
2.5	PROPOSER/PERSONNEL MINIMUM REQUIREMENTS .....	7
2.6	LICENSING .....	7
2.7	INFORMATION/PRODUCT .....	7
2.8	CONFIDENTIALITY .....	7
2.9	MINORITY PARTICIPATION .....	8
2.10	INSURANCE .....	8
2.11	INDEMNIFICATION .....	13
2.12	CERTIFICATE OF NON-INDEBTEDNESS .....	13
2.13	NON-DISCRIMINATION .....	14
2.14	MACBRIDE PRINCIPLES .....	14
2.15	GOVERNING LAWS .....	15
2.16	CERTAIN REQUIRED DISCLOSURES .....	15
<b>3</b>	<b>INSTRUCTIONS TO PROPOSERS .....</b>	<b>16</b>
3.1	PROPOSAL PREPARATION REQUIREMENTS .....	16
3.2	DURATION OF PROPOSAL .....	18
3.3	PROPOSER’S RESPONSIBILITY .....	18
<b>4</b>	<b>PROPOSER INFORMATION .....</b>	<b>19</b>
4.1	PROPOSER .....	19
4.2	QUALIFICATIONS STATEMENT .....	19
4.3	BUSINESS EXPERIENCE .....	19
4.4	FINANCIAL INFORMATION .....	22
4.5	GENERAL LITIGATION DISCLOSURE .....	23
4.6	BUSINESS ORGANIZATION STATEMENT .....	24
4.7	WARRANTIES BY PROPOSER .....	28
<b>5</b>	<b>PROPOSAL EVALUATION, NEGOTIATION AND CONTRACT AWARD .....</b>	<b>30</b>
5.1	DISQUALIFICATION OF PROPOSERS .....	30
5.2	QUALIFICATION OF PROPOSERS .....	30
5.3	GENERAL RESERVATION OF RIGHTS .....	30
5.4	AWARD .....	32



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

---

<b>ATTACHMENT A: SCOPE OF SERVICES.....</b>	<b>34</b>
<b>ATTACHMENT B. PRICING INFORMATION SPREADSHEET .....</b>	<b>43</b>
<b>ATTACHMENT C: QUALIFICATIONS SURVEY .....</b>	<b>44</b>
<b>ATTACHMENT D. REQUIRED 17-1400 DISCLOSURE .....</b>	<b>48</b>
<b>ATTACHMENT E. DEMOGRAPHIC SURVEY.....</b>	<b>50</b>



Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers

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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 **May 15, 2018 2:30 p.m. Eastern Time**, at the PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for qualified conservation service providers (“CSPs”) to provide quality, gas saving work in its Home Comfort Program. The program will provide cost-effective gas energy efficiency measures to confirmed low-income participants at no cost to the property owner or tenant. CSPs will be expected to perform comprehensive assessments, install conservation measures and follow the program guidelines.

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 Li Deng, PGW Supply Chain Department, fax: 215-684-6163, e-mail: [li.deng@pgworks.com](mailto:li.deng@pgworks.com) (with a copy to [procurement@pgworks.com](mailto: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 ..... Apr. 12, 2018

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) ..... Apr. 20, 2018

**Mandatory Telephone Conference, 2:00 p.m EST..... Apr. 30, 2018**

Proposal Submission Due Date  
Must be received, in writing, at the office of the person  
listed above by 2:30 p.m. (EST) ..... May 15, 2018

Finalist Presentations.....Week of May 29, 2018

Contract Start Date: ..... July 1, 2018

The Mandatory Telephone Conference is scheduled for 2:00 p.m. Eastern Standard Time on April 30, 2018 to answer questions and requests for clarification. Proposers should dial as follows: **(215) 684-6200**, Conference ID: **5723466**. Once the submitted proposals have



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

---

been reviewed, PGW may select finalist(s) for this RFP. The finalist(s) will then be required to present their proposals at PGW.

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

## **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 five (5) attachments:

***Sections:***

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

***Attachments:***

- A Scope of Services
- B Pricing Information Sheet
- C Qualifications Survey
- D Disclosure Form
- E Demographic Survey

- 1.2.2 Attended the Mandatory Telephone Conference; 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**

#### **2.1.1 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. PGW provides natural gas service to approximately 502,000 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, and its mission is to provide safe, reliable natural gas service to the citizens of Philadelphia at a reasonable cost.

#### **2.1.2 Background Information**

PGW’s Home Comfort Program is designed to provide cost-effective efficiency measures to low-income residential customers. Home Comfort fulfills PGW’s Low-Income Usage Reduction Program (“LIURP”) requirement as mandated by the Pennsylvania Public Utility Commission.

### **2.2 Services to be Provided; Scope of Work**

PGW is seeking proposals for conservation service providers to provide quality, gas saving and cost-effective work in its Home Comfort Program to confirmed low-income participants including comprehensive assessments and installation of conservation measures. Program descriptions and required services to be provided are described more fully in “Attachment A”.

### **2.3 Term**

The contract between PGW and the successful Proposer Home Comfort Conservation Service Provider will be from July 2018 (or when the contract is signed) to December 2020, with the option for one renewal term of one year.

### **2.4 Proposal Pricing**

Each proposal must include the costs to provide the applicable services that are the subject of this RFP by completing and including the Pricing Information Spreadsheet attached hereto as “Attachment B”.



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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### **2.5 Proposer/Personnel Minimum Requirements**

Proposers must have experience in energy efficiency programs catering to low-income customers. Selected proposers will be responsible for administering all facets of efficiency improvement services, from the initial comprehensive assessment, through installation of all energy conservation measures, and final test-out inspections. Throughout the measure installation process at each project site, an appropriately credentialed person must be present to ensure adequate quality and appropriate decisions. Please see “Attachment A” for the detailed list of required certifications and services to be provided.

### **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 commercial activity 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 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.



## Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers

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### 2.9 Minority Participation

PGW has established an anti-discrimination policy relating to the participation of government-certified Minority, Women, Veteran, and/or Disabled Owned Business Enterprises; collectively known as Disadvantage Business Enterprises ("DBEs") in contracts and in workforces, which policy is designed to provide equal opportunity for all businesses and persons to assure that its funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices.

For this project, PGW has established a combined participation goal of 15-20% for Minority Owned Business Enterprise ("MBE"), Women Owned Business Enterprise ("WBE"), Veteran Owned Business Enterprise ("VOSBE"), and/or Disabled Owned Business Enterprises ("DSBE"); collectively known as ("DBEs"). Each Proposer must use its best efforts to comply with and/or exceed such goals. In furtherance of such purpose, each Proposer may employ some or all of the following methods:

- Contact DBEs that reasonably could be expected to submit a quote before the proposal date and notify them of the nature and scope of the work to be performed.
- Break down or combining elements of work into economically feasible units to facilitate DBE participation.
- Work with trade, community, or other organizations that provide assistance in recruitment of DBEs.

Proposer shall secure the prior approval of PGW, which approval shall not be unreasonably withheld, before making any changes or modifications to contract commitments made by Proposer that affect DBE participation, including, without limitation, substitutions for its DBE contractors and subcontractors, changes or reductions in services provided by its DBE contractors and subcontractors or changes or reductions in the percentage amounts of commitments with its DBE contractors and subcontractors.

Proposers must complete Attachment E (Demographic Survey) attached hereto and submit same with their proposals.

### 2.10 Insurance

2.10.1 **Insurance.** Unless otherwise approved by PGW's Director of Risk Management in writing, Consultant shall, at its sole cost and expense, procure and maintain in full force and effect, covering Consultant's acts and/or omissions in conjunction with this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers which have A.M. Best's rating of A- or better, admitted to do business in the Commonwealth of Pennsylvania or otherwise acceptable to PGW. All insurance herein, except the Professional Liability/Errors & Omissions coverage, shall be written on an "occurrence" basis and not a "claims-made" basis. A certificate of insurance providing evidence of Workers' Compensation, Automobile Liability, General Liability, Excess/Umbrella Liability, Professional





**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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Liability/Errors and Omissions, Fidelity/Blanket Crime coverage and, if applicable, Employment Practices Liability, Contractor's Pollution Liability and Pollution Legal Liability shall be filed with PGW prior to commencement of work. The insurance shall provide for at least thirty (30) days prior written notice to be given to PGW in the event coverage is materially changed, canceled, or non-renewed. 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, Automobile Liability, Excess/Umbrella Liability and, if applicable, Contractor's Pollution Liability and Pollution Legal Liability Insurance policies. An endorsement is required stating that the coverage afforded PGW, PFMC, and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions, and agents, as Additional Insureds, will be primary to any other coverage available to them 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.

**(a) Worker's Compensation and Employers Liability.** Workers Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$1,000,000/per accident, \$1,000,000/disease (policy limit), \$1,000,000/disease (each employee).

**(b) 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 coverage for discrimination, defamation, harassment, malicious prosecution, slander and mental anguish). If non-employment related discrimination and harassment is excluded under General Liability, consultant may instead provide evidence of third party coverage under Employment Practices Liability. Products and Completed Operations must be included and maintained for at least three (3) years beyond completion of the work required by contract in accordance with the terms thereof. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor 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. The Additional Insured Endorsement(s) should also include Products/Completed Operations and "your work". ISO endorsement CG20 37 07 04 or equivalent should be attached to policy. A copy of the actual Additional Insured Endorsement or policy wording is required.

**(c) 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; \$5,000,000 if hazardous materials or waste are to be



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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transported. Motor Carrier Safety Act (MCS90) and CA9948 Endorsements are to be attached if hazardous materials or waste are to be transported. 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.

**(d) Excess/Umbrella Liability.** Consultant 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 and Employment Practices Liability 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.

**(e) Employment Practices Liability.** Consultant 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.

**(f) Professional Liability/Errors & Omissions Coverage.** Evidence of Professional Liability/Errors & Omissions Insurance must also be provided with limits of not less than \$2,000,000 Per Occurrence/Aggregate or Per Claim or Loss/Aggregate with a deductible not to exceed \$100,000. Errors & Omissions Insurance shall be applicable to any occurrence arising out of the performance of services pursuant to any statement of work between the parties and, if applicable, shall cover liability arising from information technology services, including but not limited to, intellectual property infringement, privacy infringement, software development services 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 Consultant.

**(g) Contractor's Pollution Liability.** If scope of services includes transporting, removal or handling of hazardous materials or wastes, Consultant or its Subcontractor shall provide evidence of Contractors Pollution Liability (CPL) Insurance on an occurrence basis with a minimum limit of \$1,000,000 each claim and a \$2,000,000 aggregate, with a deductible not to exceed \$100,000. 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.



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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Coverage shall apply to slow & gradual and sudden & non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Bodily Injury shall include, but not be limited to, physical injury to any person, sickness, disease, mental anguish or shock sustained by any person, including death. Property Damage shall include, but not be limited to, physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall also include Defense Costs, including charges and expenses incurred in the investigation, adjustment or defense of claim for such compensatory damages.

**(h) Pollution Legal Liability.** If scope of services includes storing, treating or disposing of hazardous wastes or materials, Consultant or its Subcontractor shall carry Pollution Legal Liability (PLL) Insurance, or its equivalent, on an occurrence basis with a minimum limit of \$2,000,000 each claim and a \$4,000,000 aggregate with a deductible not to exceed \$100,000. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required. In lieu of a Pollution Legal Liability policy, PGW will accept a Non-Owned Disposal Site Coverage Endorsement under the Contractor's Pollution Liability policy including PGW, PFMC, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions, and agents, as Additional Insureds and the recycling facility as the non-owned disposal site.

Coverage shall apply to slow & gradual and sudden & non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Bodily Injury shall include, but not be limited to, physical injury to any person, sickness, disease, mental anguish or shock sustained by any person, including death. Property Damage shall include, but not be limited to, physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall also include Defense Costs, including charges and expenses incurred in the investigation, adjustment or defense of claim for such compensatory damages.

**(i) Fidelity/Blanket Crime Insurance.** Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$1,000,000 shall be submitted to PGW prior to the commencement of services. Consultant must maintain Third Party (includes money, securities, client's property and other properties) coverage under the Crime policy.

**2.10.2 Self-Insurance.** Consultant may not self-insure any coverage required under this Agreement without providing prior written notification to PGW's Director of Risk Management. In the event Consultant wants to self-insure any coverage listed above, it shall submit to PGW's Director of Risk Management, prior to the commencement of Services hereunder, a certified copy of Consultant's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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requested by PGW's Director of Risk Management. If self-insurance of a required coverage is acceptable to PGW, it is understood and agreed that PGW, its officers, employees and agents shall be entitled to receive the same coverage and benefits under Consultant's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to PGW. If at the time of commencement of the term of this Agreement, Consultant self-insures its Automobile Liability and/or Workers Compensation coverage, Consultant may, in lieu of the foregoing, furnish to PGW a current copy of the state issued Certificate of Self-Insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Agreement by Consultant to PGW, or to limit Consultant's liability under this Agreement to the limits of the policies of insurance (or self-insurance) required to be maintained by Consultant hereunder.

**2.10.3 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 addresses set forth in Section 16.11 of this Agreement. Both submissions 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 Consultant actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. PGW reserves the right to require Consultant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon (10) days written notice to Consultant.

Renewal certificates and policies, as required, shall be forwarded to PGW for as long as Consultant performs the work as specified in this contract. It shall be the responsibility of the Consultant 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.



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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### **2.11 Indemnification**

The Proposer will be required in the contract to indemnify, defend and hold harmless PGW, PFMC, the City of Philadelphia, and each of their respective officers, employees, directors, boards, commissions, and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Proposer's act or omission or negligence or fault or the act or omission or negligence or fault of Proposer's agents, subcontractors, suppliers, employees or servants in connection with this Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of this Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret), regardless of the negligence of PGW, PFMC, and/or the City of Philadelphia. In any and all claims, suits and actions against PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents, by any employee of Proposer, any subcontractor, or anyone for whose acts Proposer and its subcontractor is liable, the indemnification obligation set forth in this section shall not be limited in any way by any limitation on the amount or type of third party damages, compensation or benefits payable by or for Proposer or any subcontractor under workers' compensation acts, disability acts, or other employees' benefit acts.

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).





## Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers

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### 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.

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



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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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 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 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 D 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 seven (7) completed sections in the following order:

3.1.1.1 **Tab 1:** Transmittal letter.

3.1.1.2 **Tab 2:** Pricing and Capacity Information “Attachment B”

3.1.1.3 **Tab 3:** Completed Qualifications Survey “Attachment C”

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





**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

---

- 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 6:** Prior Work Examples. Provide examples of the following documentation: Include three prior work examples documenting current and previous work in utility, government or nonprofit energy efficiency programs that are relevant to the Home comfort program. Please list them here and include the actual samples documents in tab 6 of your proposal as referenced in the general RFP Instructions to Proposers Section 3. Documents can include, but are not limited to:

- i. Energy assessment reports
- ii. Case studies
- iii. Program evaluations and white papers

3.1.1.6 **Tab 7:** Completed Attachments D and E, 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 Supply Chain Department, Philadelphia Gas Works, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. The name and address of the Proposer must also appear on the face of the envelope. The PDF file name should be as follows: PROPOSER\_RFP\_32373.PDF where Proposer is your company name and 32373 is the PGW RFP id number.

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.



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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- 3.1.4 It shall be the responsibility of the Proposer to deliver the Proposal and all other required items 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.



Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers

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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

## Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers

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

[illegible]

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:



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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:** \_\_\_\_\_



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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 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.)

- 4.4.2 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:

4.4.2.1 Date petition filed

4.4.2.2 Case No. and jurisdiction

4.4.2.3 Amount of liabilities and debts



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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

4.4.3 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.

4.4.4 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, if any.

#### **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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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**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:

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Telephone Number:

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Form of Business Entity [check one]

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture





**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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**

	<b>Name</b>	<b>Address</b>	<b>Principal Business Affiliation Other than Proposer's Directorship</b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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**SHAREHOLDERS**

	<b>Name</b>	<b>Address</b>	<b>Number of Shares Owned</b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

**OFFICERS**

	<b>Name</b>	<b>Position</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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:

	<b>Name</b>	<b>Address</b>	<b>% of Ownership</b>
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %
5.	_____	_____	_____ %
6.	_____	_____	_____ %



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

---

**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:

	<b>Name</b>	<b>Address</b>	<b>% of Ownership</b>
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.



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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 Proposer expressly agrees and acknowledges that any response to this RFP, 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 RFP shall be the sole and absolute property of PGW, with PGW having title. By responding to this RFP, Proposer expressly waives any right to designate its response or parts thereof confidential, proprietary, a trade secret, or otherwise exempt from disclosure under any circumstance.
- 4.7.4 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: \_\_\_\_\_  
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.
- 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.



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

---

- 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;
  - 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;



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

---

- 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.

## **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





**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

---

professional consultants for Proposal evaluation as it 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.



## Attachment A: Scope of Services PGW Home Comfort Program

### Program Description

Philadelphia Gas Works' Home Comfort Program is designed to provide cost-effective, efficiency measures to low-income residential customers. Home Comfort fulfills PGW's Low-Income Usage Reduction Program ("LIURP") requirement as mandated by the Pennsylvania Public Utility Commission.

### Program Summary

PGW seeks qualified, conservation service providers (CSPs) to provide quality, gas saving work in its Home Comfort Program. The program will provide cost-effective, gas energy efficiency measures to confirmed low-income participants at no cost to the property owner or tenant.

Selected CSPs will be expected to perform comprehensive assessments, install conservation measures and follow the guidelines provided in the general RFP section.

### Goals

The primary goals of Home Comfort are to:

- Reduce gas usage of low-income households in a cost-effective manner by seeking an optimal balance between greatest overall MMBtu savings amounts and highest cost-effectiveness levels per MMBtu saved;
- Lower gas bills, improve the payment practices of participant customers, and reduce the subsidy cost of those customers enrolled in CRP;
- Take a whole-house building science approach, and address savings opportunities related to the building shell, mechanical systems, hot water reduction and through customer education and behavioral changes; and
- Make participants' homes more energy efficient, improving comfort, and health and safety conditions where possible.

### Target Population

Confirmed low-income PGW customers in single-family homes are the target population for Home Comfort.



## Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers

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From the pool of confirmed, low-income customers, the target population for PGW’s Home Comfort also has the following characteristics:

- Annual weather normalized gas usage within the top- 50 percentile among all eligible customers, and at least 12 months of continuous service at their current property;
- Have not received LIURP weatherization services over the previous seven years; and
- Must reside in a single-family home.

PGW will order the cases based on usage amount and arrears, and CSPs are required to contact customers using this priority order. Since eligibility is based on this criteria, customers are assigned into the program, and there is not an opportunity for customers to apply if they were not selected.

### Annual Budgets and Timeline

#### Budget

The table below lists the program budget, which will be divided between 3-4 CSPs based on experience, capacity, performance, and at the discretion of PGW. The contract term will be from July 2018 (or when contract signed) to December 2020, with the option for a one-year renewal. The amounts below are projected totals, though they may be subject to change.

Time Period	Total Program Budget
September - December 2018	\$2,635,000
Calendar Year 2019	\$7,406,000
Calendar Year 2020	\$7,527,000

### PGW Inspections, Training, and Mentoring

PGW’s quality control inspectors conduct periodic inspections of the energy assessment, measure installation, and final completed project. The inspections monitor work quality and scope fulfillment. Properties chosen for inspection will be at PGW’s discretion and could be selected at random, based on measure installations, customer complaints, or other issues. CSPs that show poor performance may have a higher percentage of their cases inspected.

PGW’s inspectors will perform on-site shadowing and mentoring on best practices for auditors and crew staff, and each person performing work in the program is required to receive this mentoring. CSPs will



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

---

be asked by the inspector to provide their audit and production schedules and to coordinate 2-4 on-site shadowing sessions monthly.

CSPs must cooperate with PGW's inspectors by providing any details necessary about the installation. CSPs must correct any minor deficiencies brought to its attention by PGW within 30 days and provide documentation of the correction. CSPs must correct any severe deficiencies as soon as possible. Failure to meet this requirement or demonstrating a pattern of non-compliance with program requirements is grounds for termination at the discretion of PGW.

PGW will also provide training opportunities as needed throughout the year which will be mandatory for all program managers and field staff. Training will be guided by program trends and feedback and seek to improve overall quality of work and energy savings for the program.

### **Evaluation and Funding Allocations**

PGW will perform evaluations on all CSPs as needed, including at least two formal evaluations annually which may result in funding reallocations. Key evaluation areas include performance, quality, cost effectiveness, realized savings, customer service, and other indicators determined by PGW.

CSPs will be scored relative to established goals and in relation to the performance of the other CSPs. PGW will at its discretion use the evaluation results as a basis for annual funding reallocations amongst CSPs. Should a CSP demonstrate poor performance, PGW may reassign a portion of that CSP's funds to higher performers based on the CSP evaluations.

## **Services to be Provided by Proposer**

### **Lead Generation and Customer Communications**

PGW provides a list of assigned, eligible cases for the Home Comfort program as leads for each participating contractor. PGW sends an initial letter to customers informing them that they are selected and should contact their CSP. Engaging the customers and tracking cases is an important part of the program. The selected CSPs will initiate contact with customers, screen for eligibility over the phone and on site, schedule all work, and track all relationship touch points. Successful proposers will have strong customer relationship management protocols in place to schedule assessments and installations, resolve issues, and conduct any necessary follow-up. CSPs are required to follow up with customers to resolve issues and to bring any escalated issues to PGW's attention.

CSPs will also be responsible for reporting on the outcome of their outreach. This reporting includes documenting the refusals of customers who are on CRP and must accept weatherization services as a condition of CRP enrollment. For these customers, CSPs must make additional follow up calls to advise



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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customers on the requirement to accept weatherization services. PGW will provide the selected proposers with details and training on this process.

Prompt communication with the customer is important and CSPs are required to respond to any customer inquiries within one business day. Following up customer communications with accurate data tracking in the PGW database is also important for opening, closing, deferring, or rejecting of cases in a timely manner. CSPs will be required to follow PGW's communications protocols, provided to the selected proposers.

### **Energy Assessment**

CSPs will be responsible for contacting the customers who have been assigned to them to schedule comprehensive Energy Assessments. CSPs are tasked with identifying all cost-effective energy saving measures for installation, based on the Contractor Tool provided by PGW and site conditions. Energy Assessments shall include the following services:

- Identify and evaluate all potential comprehensive natural gas, energy efficiency, and conservation opportunities utilizing PGW's Contractor Tools.
  - PGW has developed a Contractor Tool ("Tool"), which includes built-in calculations based on PGW's Technical Resource Manual ("TRM") to estimate savings.
- In the qualifications survey, proposers are strongly encouraged to detail their procedures and technologies for improving Assessment processes or the overall customer experience, such as use of digital tablets, protocols to link their own spreadsheet-based tool outputs to work orders, and systems to deliver assessment reports in-house.
- Undertake all appropriate health and safety diagnostic testing guided by Building Performance Institute ("BPI") policies, procedures and any additional provisions required by PGW.
- Provide education to the customer to help them understand their bill, usage patterns, assessment findings and recommended treatments, and health and safety or other considerations impacting efficiency improvements. Education is a major component of the Home Comfort program.
  - As part of the audit, the CSP will provide:
    - Information about conserving energy, behavioral energy efficiency changes and potential benefits to the customer's health, comfort, safety and quality of life.
    - When the customers are present for the installation, the CSP should explain the measures installed and how to operate their thermostat.



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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- CSPs may perform some direct install natural gas energy savings measures at the time of the assessment, such as pipe wrapping, thermostat replacement, water heater turn downs and the installation of low-flow devices. Proposals should provide details on proposed technologies and methodologies for these direct install measures.
- The CSP will review the proposed scope of work with the customer, clearly communicating work schedules and process, benefits and purposes of the program measures, and any health and safety issues that will prevent weatherization work from being done, before returning to install measures.

CSPs will be evaluated primarily based on total energy savings and cost-effectiveness of their full portfolio of work. Therefore, CSPs are free to set work scopes (including incorporating health, safety, structural, and other non-weatherization pre-treatment measures to allow for weatherization work) for individual projects based on the Assessment tool report and the CSP's management of their own total savings and cost-effectiveness outputs.

### **Comprehensive Follow-up**

CSPs will install comprehensive, energy saving measures as determined by the results of the assessment and work scope. The following gas efficiency measures may be performed:

- Attic and basement air sealing guided by use of a blower door
- Programmable or smart thermostats
- Install attic, cavity and wall insulation
- Hot water measures including lowering the heat setting on domestic hot water tanks, installing hot water heater pipe insulation in unconditioned spaces, leak repairs, and installing low-flow devices on faucets and showerheads
- Duct sealing and insulation when ducts are in unconditioned space (e.g., crawl space or attic or garage)
- Replacement of inefficient furnaces, boilers and hot water heaters with high efficiency models
- Custom efficiency measures as approved by PGW if cost-effective

In addition, PGW expects and allows certain basic health and safety measures to be installed to allow installation of otherwise approved measures (e.g., venting exhaust fans to the outdoors so air sealing can be performed, remediating knob and tube wiring to allow for installing attic insulation, replacing



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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heating equipment flues to accommodate “orphaned” water heaters, clearing blocked chimneys to allow installation of new heating equipment, etc.). This work can be performed to allow for an overall cost-effective job package.

If the health and safety work cannot be completed cost effectively under Home Comfort Guidelines, it may be eligible for PGW’s Health and Safety pilot, which will allow up to \$2,000 in health and safety remediation measures needed in order to comprehensively treat the home, to be excluded from the cost effectiveness calculations. More details are provided in the Pilot Programs section.

### **Self-Inspections and Quality Control**

CSPs shall perform self-certification BPI-level “test-out” inspections of all subcontractor and staff member work. Self-certification inspections must address the comprehensiveness of the work scope initially recommended and identify any lost opportunities for cost-effective efficiency, as well as the quality of the installation, the accuracy of data tracking, and the adequacy of documentation. Proposers should provide a sample of its self-certification report template with its proposal, and also provide detailed information on any additional inspections and QA/QC protocols they would perform of their staff and sub-contractors work, if selected. Deficiencies identified by the CSP and/or the customer during this test-out must be addressed by the CSP.

### **CSP Staff Qualifications**

Selected proposers will be responsible for administering all facets of efficiency improvement services, from the initial comprehensive assessment, through installation of all energy conservation measures, and final test-out inspections. Throughout the measure installation process at each project site, an appropriately credentialed person must be present to ensure adequate quality and appropriate decisions.

The following certifications are required of selected proposers:

- All energy auditors are required to have BPI Building Analyst certification and OSHA 10 certifications.
  - All auditors are required to earn BPI Healthy Home Evaluator certification within six months of working in the program.
- All crew leaders are required to have BPI Building Analyst, BPI Envelope Professional and OSHA 10 certifications.
  - All crew leaders are required to earn BPI Healthy Home Evaluator certification within 6 months of working in the program.
- The certifications above represent the minimum requirements for participating in the program,



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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though PGW encourages proposers to obtain additional advanced BPI certifications. Preference will be given to proposers that possess advanced certifications, and PGW may consider advanced certifications in its CSP evaluations and for program funding decisions. Advanced certifications include:

- Air leakage control installer
  - Crew leader
  - Energy Auditor
  - Heating Professional
  - Infiltration and Duct Leakage
  - Quality Control Inspector
  - Retrofit Installer Technician
- The Proposer is responsible for all training on health and safety protocols for its employees and contractors and is expected to provide continual training to employees to keep all certifications up to date.

### **Required Data Reporting and Invoicing**

CSPs are required to provide monthly reports along with their invoices, noting limited performance metrics, program changes and trends, customer refusals and other information. CSPs may be asked on occasion to provide additional reports on various program metrics.

CSPs must enter data in Home Comfort's online database in a timely manner for each case. This includes: inputting dates of performed Assessments and measures, pre and post testing values, project costs, property information and health and safety issues. This data will be used for reporting purposes, so quality data entry is important. PGW will provide a contractor tool workbook where housing characteristics, pretreatment measurements, and proposed gas saving improvements will be entered to aid in determining the cost effectiveness of work scopes for each case. CSPs are required to upload project documents, such as test-out reports, work scopes, sketches, and the contractor tool for cases selected for inspection.

CSPs shall invoice PGW monthly for weatherization services provided.





## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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### **Pilot programs and Partnerships**

In addition to the general Home Comfort program activities discussed above, PGW will launch two pilot initiatives starting in September 2018 as part of the Home Comfort Program. Proposers are encouraged to list capabilities that may be best suited for these programs. PGW may choose to award pilot funding to one contractor or several based on qualifications of the proposers.

### **Hazardous Heating**

The goal of the Hazardous Heating pilot is to address heating system hazards and weatherize the homes of eligible confirmed low-income customers. Confirmed low-income customers who have received a hazard tag from a PGW service representative indicating a heating system component is not operating safely or at all will be eligible for this pilot. PGW would pass these customers on a rolling basis to the CSP, who will be required to prioritize the case and remedy the situation with the goal of remediating the hazardous heating situation, and weatherizing the customer's home. Eligible measures, subject to cost-effectiveness review, will include boiler replacement, boiler repairs, furnace replacement, furnace repairs, flue and chimney related repairs. This work will be billed and evaluated separately from other Home Comfort work. CSPs performing work in the Hazardous Heating pilot program may be required to perform income verification for participants.

### **Health and Safety Pilot**

The Health and Safety pilot will make limited funding available to address pre-treatment issues for health and safety improvements that will enable comprehensive weatherization achieving at least 15% savings. It will allow CSPs to spend up to \$2,000 per individual job on health and safety remediation; costs that otherwise would cause a project to become cost ineffective. The health and safety spend under this pilot will be excluded from cost-effectiveness requirements. Examples of this work could include mold remediation, attic rewiring, asbestos remediation, pest control, roof repair, and other issues that may prevent comprehensive weatherization work. The selected contractor(s) will be responsible for addressing the remediation on their own or through a subcontractor.

In projects where asbestos is to be remediated, the successful Proposer will commence remediation according to regulations specified in City of Philadelphia Code Chapter 6-600 Asbestos Project Requirements, Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAPS) regulations and also using methods mandated by U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 1926.1101. The successful Proposer will provide PGW with notice if any asbestos or hazardous material was removed for off-site disposal.



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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### **Partnerships**

In the past, PGW has coordinated with other nonprofits and utilities, with the goal of addressing health and safety issues and providing comprehensive services in the past. Examples include working with Habitat for Humanity and the Department of Public health to address health and safety issues and coordinate weatherization services with their offerings. PGW expects selected CSPs to coordinate with current partnerships and also encourages CSPs to propose new opportunities for partnership to address health and safety pre-treatment issues. These partnerships should seek to provide the customer with better service, and provide the Home Comfort program with improved outcomes by leveraging resources of other agencies or programs.



## **ATTACHMENT B. Pricing Information Spreadsheet**

See separate Excel file. Please complete and provide an electronic Excel file version with your proposal.



## Attachment C: Qualifications Survey

Please answer each question completely, with responses based on the categories below.

### 1. Experience

- b. Please detail your experience in administering energy efficiency programs catering to low-income customers, including:
  - i. List the names of utility, state or municipal programs in which your organization has worked;
  - ii. The number of customers' homes weatherized in the past 12 months;
  - iii. The program's service area; and
  - iv. The scope of your organization's role in these programs.

### 2. Customer Relationship and Management Approach

- a. What is your approach to customer communications?
  - i. What tools and/or protocols do you have in place to facilitate effective customer communication?
- b. Scheduling
  - i. Detail your scheduling and customer contact tracking protocols and processes including call center times and scheduling availability.
  - ii. Do you offer any scheduling times on evenings or on weekends to accommodate customers who work during the day?
  - iii. Do you have a multilingual call center? If so, please include the languages you can accommodate.
- c. Issue Resolution
  - i. Detail your customer complaint process and any issue resolution protocols.
- d. Outreach
  - i. What techniques, communications or strategies would your organization employ or recommend customer participation goals?
  - ii. Do you have any written materials or innovative techniques that you would propose to use to get customers interested in participating in the program?
- e. Do you utilize or propose any other tools or protocols to enhance customer experience?

### 3. Home Energy Assessment Approach

- a. Detail your energy assessment procedures including health and safety procedures.
- b. State any technologies or special skills/certifications your organization would or could potentially use to enhance the energy assessment.



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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- c. Detail any experience you have in single family home energy assessments and include any lessons learned and how those experiences have informed your home energy assessment approach.
- 4. Customer Education
  - a. Describe educational procedures and approach to communicating assessment findings to the customer. These protocols should cover, at a minimum, pre-assessment, in-house, and follow-up communications.
    - i. Include sample education materials if available.
    - ii. Include key educational points and topics covered either at the time of audit or install (specify at which time).
    - iii. Describe any relevant experience in energy education and strategies that have been successful.
  - b. If any, describe customer education ideas that you would propose to use in Home Comfort to enhance the energy savings your company's projects achieve.
- 5. Work Scope Development Process
  - a. Outline work scope development process including who initiates the work scope, who approves it, and any flexibility (or process in place) crews may have to add to (or subtract from) the scope to reflect the opportunities they encounter on site. Be sure to identify staff lead/leads for scope development.
  - b. List any relevant technology or skills/certifications/experience your organization could contribute to enhance work scope development.
  - c. Outline your measure installation procedures and your approach to a comprehensive follow up appointment after the initial audit.
    - i. Confirm that your firm, with support from any necessary subcontractors, is capable of installing all comprehensive measures listed on the PGW Measure Pricing list (Attachment B iii).
    - ii. Specify any custom measures not on the approved PGW list that you would offer if approved.
    - iii. Specify which work is done by your company's staff and which would be done using a subcontractor, and please list the subcontractor.
- 6. Measure Installation and Technical Abilities
  - a. Direct Install Measure Approach
    - i. Outline your processes and procedures for direct install measures, including methods used for ensuring quality and energy savings. Identify which direct install measures will be performed during the audit, or at a later date.
  - b. Protocols guiding air leakage reduction, including locations targeted and how extent of effort is justified;



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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- i. What strategies do you use for performing air sealing and assessing air leakage when safety issues may prevent homes from being fully depressurized at 50 pascals with a blower door?
  - c. Protocols dictating the installation and amount of additional insulation;
    - i. What strategies does the proposer currently use or would the proposer use for accessing, air sealing, and insulating row home attic cavities?
  - d. Protocols dictating the installation and servicing of heating and hot water heating equipment, including, for example, minimum-rated replacement equipment AFUE.
    - i. What experience does your firm have doing this type of replacement work? Is this work done in house or through a subcontractor?
    - ii. Describe any capabilities or experience in chimney repairs, heating system repairs or maintenance, gas line work, etc.
    - iii. Include any HVAC certifications and capabilities on staff or through subcontractors. Describe capacity for HVAC work including repairing and/or replacing hazardous heaters. Include any master plumbing certifications on staff or through subcontractors that would allow for gas line work.
    - iv. If interested in the Hazardous Heating pilot, please complete the Pilot Pricing spreadsheet found in Attachment B
  - e. List any other relevant information that demonstrates how your organization will comprehensively and cost-effectively treat homes including any technologies or methodologies you would use to ensure quality and energy savings.
7. Health and Safety Measures
- a. Describe procedures to ensure health and safety of crews, staff, and customers when conducting in home weatherization work?
  - b. If applicable, list in-house capabilities or established partnerships to complete health and safety work needed to safely weatherize a home. This may include other partner organizations or programs, or subcontractors used to complete this kind of work.
8. Quality Assurance
- a. Include an example of a self-certification inspection report template.
  - b. If using sub-contractors, explain how you would manage the quality of their work.
  - c. Explain how you would address any deficiencies in your work discovered through your own quality assurance, PGW, or our inspector.
9. Reporting Requirements
- a. Provide your organization's data entry procedures including key staff and any checks on data quality and avoidance of data entry error.
  - b. Describe your internal program reporting procedures, specifically how you will track key metrics for Home Comfort to ensure you were meeting program goals and benchmarks
  - c. Explain your ability to meet PGW's reporting requirements and any staff, software, or other resources you would use to support this.



## **Philadelphia Gas Works – Request For Proposals Home Comfort Program Conservation Service Providers**

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### **10. Capacity and Volume Considerations**

- a. List the number of personnel proposed to work on Home Comfort identified by their roles.
  - i. Include current certification levels of project staff by role
- b. List number of full time equivalent employees addressing customer service / complaint issues.
  - i. Any special skills, experience, certifications, or expertise held by customer service staff to enhance the customer experience.
- c. Describe average staffing levels on a field crews and the number of crews.
- d. List any other assets such as administrative support, personnel, office space, equipment, supplies, tools, and other necessary resources that would support the Home Comfort program.
- e. Estimated maximum number of jobs able to be completed during first four, six and 12 months of Home Comfort participation

### **11. Additional Considerations**

- a. Partnerships and coordination
  - i. List any current efforts or future partnership opportunities with utilities, nonprofits, and other organizations that may be useful to the Home Comfort Program.
- b. Income verification
  - i. List any experience and capabilities in verifying customer income for utility programs, including security protocols. Please state if your firm does not have this capability.



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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**ATTACHMENT D. 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.





**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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  
☐ ☐

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)



Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers

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## ATTACHMENT E. 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                       |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

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

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy.
- | YES                      | NO                       |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Philadelphia Gas Works – Request For Proposals  
Home Comfort Program Conservation Service Providers**

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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

As a socially responsible entity, 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)