PHILADELPHIA
GREEN CAPITAL CORP
ACCELERATING OUR CLEAN ENERGY FUTURE

REQUEST FOR PROPOSALS

Loan Servicing Support for Commercial Clean Energy Lending Programs

for

Philadelphia Green Capital Corp.

Released: October 3, 2025

Response Deadline: November 3, 2025

Issued by:

THE PHILADELPHIA GREEN CAPITAL CORP. (PGCC)

Table of Contents

1. Purpose 4
2. Background 4
2.1 Philadelphia Green Capital Corp. 4
2.2 PGCC's New Lending Program(s) 4
3. Scope of Work and Contract Term 5
3.1 Scope of Work 5
3.2 Contract Term 8
3.3 Number of Firms to be Selected 8
4. Timeline, Questions, and Submission 8
4.1 Anticipated Procurement Timeline 8
4.2 Questions 9
4.3 Proposal Deadline and Submission Instructions 9
4.4 Requirement to Submit Requested Revisions to Contract Terms 9
5. Public Terms and Conditions 10
5.1 Federal Procurement Guidelines 10
5.2 Federal Terms and Conditions 10
5.3 Good Faith Efforts 10
5.4 Conflict of Interest Disclosure 10
5.5 Philadelphia Tax Clearance Statement 11
6. Proposal Format 12
7. Eligibility and Evaluation 13
7.1 Minimum Eligibility Thresholds 13
7.2 Evaluation Criteria and Process 14
8. PGCC's Procurement Rights 14
9. Legal Terms and Conditions 14
9.1 Responsibility 15
9.2 Governing Law 15
9.3 Assignment 15
9.4 Promotion 15
9.5 Costs 15
9.6 Indemnification 15
9.7 Availability of Funds 16
Exhibit A - Respondent Information 17
Exhibit B – Byrd Anti-Lobbying Certification 20

Exhibit C – Proposal Certification 21
Exhibit D - Standard Contract 22
Attachment 2 to Contract - Federal Contracting Requirements 23

1. Purpose

The Philadelphia Green Capital Corp. (PGCC) has issued this Request for Proposals (RFP) to solicit proposals from one or more firms able to provide comprehensive loan servicing for PGCC's commercial clean energy loan program. PGCC is launching a lending program for commercial-scale solar projects, initially focused on non-profits, schools, and municipal institutions. PGCC intends to expand into lending to other clean energy technologies, including but not limited to, building energy efficiency, geothermal, hydropower, and anaerobic digesters in the future.

PGCC is seeking a loan servicer to support the capital deployment into clean energy loans. The loan servicer respondent (Respondent), once selected (then, Contractor) will play key roles during each loan's closing process, disburse loan capital, provide loan servicing and customer support as needed to borrowers, and support the organization's ongoing portfolio management.

All Disadvantaged Business Enterprises (DBEs), including but not limited to Minority-, Women-, and Disabled Servicemember-Owned Business Enterprises (M/W/DSBEs), are encouraged to submit their qualifications. All qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2. Background

2.1 Philadelphia Green Capital Corp.

Formed in 2021, PGCC is a Pennsylvania nonprofit corporation that is qualified as a 501(c)(3) charitable organization to make and facilitate grants and program-related investments for environmental action. PGCC is an affiliate of the Philadelphia Energy Authority (PEA). As a green bank in Southeast Pennsylvania, PGCC's mission is to connect projects to capital to drive a robust, equitable, clean energy market in the region, support PEA, and respond to the local challenges of climate change. PGCC uses proven green bank tools to unlock capital for clean energy projects, to scale and amplify PEA's current work, and to bring new financial products to the Southeastern Pennsylvania region's clean energy economy and beyond.

In 2016, PEA launched the Philadelphia Energy Campaign, a $1 billion, 10-year investment in energy efficiency and clean energy projects to create 10,000 jobs. PEA and PGCC have helped launch over $1 billion in projects and created over 8,400 jobs to date.

2.2 PGCC's New Lending Program(s)

PGCC's financial focus from 2021-2025 has been supporting clean energy projects through credit enhancements, program fund distribution, and technical assistance. In early 2025, PGCC secured low-cost loan capital via a partnership with the Coalition for Green Capital (CGC) to fund clean energy projects in Pennsylvania. PGCC is now launching loan programs to provide debt funding for clean energy projects in Pennsylvania and will require assistance in loan closing, disbursement, and servicing.

PGCC will launch its loan programs in stages. The first stage will begin in late 2025 and involve commercial solar loans for direct ownership projects (i.e. when the building owner/user also owns the solar) and third-party ownership (i.e. when a solar developer or investor owns the solar and sells the power via PPAs or leases the solar equipment to the end user). Later stages are expected to commence in 2026 based upon project pipeline and funding availability.

PGCC must implement operations and systems to enable the lending of capital, including, but not limited to, procuring contracted support for comprehensive loan closing, disbursement and servicing activities. The selected Contractor will bring its own loan servicing software platform to manage PGCC's loan portfolio.

To date, PGCC has drafted an initial investment policy and procedures document and project screening checklist, designed a preliminary project intake process, and has created its loan committee.

PGCC's initial lending capital comes from the National Clean Investment Fund (NCIF), a program under the Environmental Protection Agency (EPA)'s Greenhouse Gas Reduction Fund (GGRF). The GGRF is designed to achieve three program objectives:

1. Reduce greenhouse gas emissions and other air pollutants.
2. Deliver the benefits of greenhouse gas- and air pollution-reducing projects to American communities, particularly low-income and disadvantaged communities.
3. Mobilize financing and private capital to stimulate additional deployment of greenhouse gas and air pollution reducing projects.

As PGCC's initial lending capital is from federal sources, PGCC's lending and servicing operations must comply with the EPA's NCIF Terms and Conditions, now and hereafter enacted. This includes collecting all necessary documents, reports, and data for reporting, and all requirements of PGCC's funder(s). At least 50% of PGCC's initial lending capital must be deployed to low-income and disadvantaged communities (LIDACs) as defined in EPA's NCIF Terms and Conditions. PGCC aims to employ a patient capital approach to serve these communities and meet GGRF program objectives.

3. Scope of Work and Contract Term

3.1 Scope of Work

Overview:

PGCC is seeking a firm that can provide comprehensive loan closing, disbursement, and servicing support for PGCC's lending products. The Contractor will use its own software platform. Contractor will be expected to work with PGCC's staff and an external underwriting consultant to set up loans in its servicing software with the following features:

1. Unique project identifiers from Quickbooks and PGCC's CRM/origination software
2. Loan document package for each lending program, and
3. Risk ratings and associated loan loss reserve sizing for each lending program.

Note that PGCC is open to the Contractor using multiple modalities for accessing servicing information. The Contractor could integrate its platform with PGCC's software and/or facilitate regular data transfer through reports. Contractor's servicing software must comply with cybersecurity and data privacy regulations and meet industry best practices, standards and frameworks, such as GDPR,ISO/IEC 27001, ISO/IEC 27701, NIST Cybersecurity Framework, and NIST Privacy Framework. Each option should be disclosed and priced separately.

PGCC seeks support with the following key tasks:

Task 1: Loan Closing Coordinator and Agent

Contractor will provide support for individual loan closings in the following capacities:

1. Schedule and conduct closing calls and loan closing with all parties.
2. Work with PGCC's team and the borrower to finalize a draw schedule for the loan.
3. Ensure timely and accurate execution of all documents.
4. Review all backup documentation for the closing disbursement, as applicable.
5. Prepare and review final closing checklist, including verification of the completeness of credit files, loan approvals, insurance, and all supporting documentation to ensure all pre-closing conditions are satisfied and all necessary tasks are completed prior to closing.
6. Assist with prompt post-closing and complete all UCC-1 filings and any other required filings on behalf of PGCC, as applicable.
7. Perform background checks on borrowers (e.g. liens, judgements, tax delinquency, bankruptcy, etc.) in a system such as LexisNexis or equivalent. Note that PGCC does not have access to such a system and so, the closing agent must have its own license/access.

Task 2: Loan Disbursement

Contractor will be responsible for the following disbursement tasks for all loans:

1. Disburse capital for PGCC's loans based on specific draw schedules, which may be customized from loan to loan.
2. Coordinate with PGCC staff and/or consultants to ensure all backup documentation is received before each disbursement, including but not limited to, certified payrolls.
3. PGCC may require the full disbursement of loans into a borrower-owned and PGCC-controlled escrow account at closing, with disbursements released from that escrow account to another borrower account following the draw schedule. Contractor will be expected to manage this escrow account process.
4. PGCC may have construction interest reserve accounts. Contractor will be expected to manage interest reserves.

Task 3: Loan Portfolio Servicing

The Contractor will be responsible for providing ongoing loan servicing support for all loans closed. Contractor should expect to perform the following tasks:

1. Loan Servicing
    a. Service loans for all projects financed under PGCC programs. These activities shall include but not be limited to the following:
        i. Prepare and send bills via mail and/or email for all PGCC transaction in repayment. Contractor must maintain a record of billing contact information and billing preferences for all transactions. Contractor must maintain accurate payment history records.
        ii. Administer a collection account into which all payments are deposited (either by check or electronic transfer).
        iii. Reconcile payments received in the collection account with loan repayment schedules. Provide PGCC access to a daily reconciliation report through an online reporting facility, and monthly payment logs.
        iv. Actively monitor the status of payments and identify any payments past due.
        v. Manage delinquency, default, and collections, including calculation and collection of any late fees.
        vi. File UCC-1 liens throughout the term.
        vii. Facilitate changes to loan structures due to loan workouts.
        viii. Manage loan forgivability status, if applicable.
        ix. Manage credit enhancements, if applicable.
        x. Collect and review required insurance.
        xi. Collect required reporting, including but not limited to, financial reports and impact reports.
        xii. Manage interest reserves and track construction interest, if applicable.
        xiii. Prepare pay off letters as requested.
        xiv. Retain a copy of financing documents for all transactions.
        xv. perform any other servicing activities, as requested by PGCC from time to time.

2. Customer service (As Needed)
    a. Provide prompt communication and customer support to borrowers, personalized customer service, and support for borrowers experiencing delinquency and default.

<u>Task 4: Portfolio Reporting and Communication</u>

To ensure productive processes and lines of communication, as well as continuous program improvement, Contractor will be expected to:

1. Participate in regular check-ins with the PGCC team to ensure alignment with objectives and incorporate feedback.
2. Incorporate industry best practices, regulatory, and funding-based compliance requirements (including 2 CFR 200) into their tasks.

3. Integrate document packages for additional loan products into the servicing platform as needed.
4. When requested, review PGCC's investment policy and procedures to provide guidance based on industry best practices.

As part of PGCC's anticipated ongoing monitoring of its loans, Contractor will be expected to:

1. Maintain a comprehensive reporting system to track and report interest on PGCC loans, service fees, and delinquent penalties due, collected, or uncollected on individual transactions.
2. Generate monthly reports to PGCC on all borrower disbursements and loan payments. Reports may include:
    a. Transaction Summary including current balance, principal, accrued interest, and amount undisbursed
    b. Monthly Cash Transactions
    c. Monthly Non-Cash Transactions
    d. Trial Balance / Sources and Uses Reconciliation Report
    e. Summary Delinquency Report
    f. Detail Delinquency Report
    g. Bank Account Reconciliation
3. Provide annual reports as of 6/30 for all active loans with the total completed fiscal year payments (July 1 – June 30) identifying principal, interest, service fees, and delinquent payments.
4. Highlight, at least monthly, any borrowers who are delinquent on payments, nearing the end of their disbursement period, and/or experiencing other compliance concerns.
5. Meet, at least monthly, with PGCC to determine next steps for troubled loans.

Additionally, if your firm routinely offers other services not described above that are part of your typical suite of services related to tasks 1, 2, 3, and 4, please include and describe those services in your response.

3.2 Contract Term

PGCC seeks a Respondent through this RFP for an initial contract term of 2 years, with the option to renew in 1-year increments up to 3 times, for a maximum possible term of 5 years (if all renewal options are exercised).

3.3 Number of Firms to be Selected

PGCC expects to select a single firm through this RFP, but reserves the right to reject all submissions.

4. Timeline, Questions, and Submission

4.1 Anticipated Procurement Timeline

Milestone	Date
RFP released	Friday October 3, 2025
Deadline to submit RFP questions	Friday October 17, 2025

Responses to RFP questions released	Thursday October 23, 2025
Deadline to submit Proposals	Monday November 3, 2025
Respondent Interviews (estimated)	Mid-Late November 2025
Respondent Selection (estimated)	Early-Mid December 2025

4.2 Questions

All questions regarding PGCC programs and this RFP must be submitted to the following Airtable form by the stated deadline. Any issues can be emailed to info@phillygreencapital.org.

Responses to questions received will be posted on the RFP pages on the PGCC website (https://phillygreencapital.org/public-bids/) by the date specified above. Respondents to this RFP are urged to check the websites for the responses to the questions. Oral responses by any PGCC employee or agent of PGCC are not binding and shall not in any way be considered as a commitment by PGCC.

4.3 Proposal Deadline and Submission Instructions

Responses to this RFP must be submitted via the following Airtable form. Respondents will be asked to upload their proposal and all attachments (as separate documents) via the Airtable submission form. Responses must be received no later than the stated deadline. Responses received after the deadline will not be considered.

4.4 Requirement to Submit Requested Revisions to Contract Terms

PGCC's form of Contract for Services Between Contractor and the Philadelphia Green Capital Corp. is attached to this RFP as Exhibit D. By submitting a Proposal in response to this RFP, the Respondent agrees that, except as provided here, it will enter into a contract (the Contract) with PGCC in substantially the form attached as Exhibit D.

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

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

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

PGCC reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this

Notice if it determines it is in the best interest of PGCC to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract terms in any final Contract resulting from this contract opportunity.

5. Public Terms and Conditions

5.1 Federal Procurement Guidelines

This Contract will be federally funded. Any agreements with selected Respondent(s) resulting from this solicitation will be contract agreements, not subaward agreements as defined in 2 CFR 200.331. All federally funded programs and projects are subject to 2 CFR 200 guidelines. This procurement follows those standards.

5.2 Federal Terms and Conditions

The Terms and Conditions listed in Attachment 2 to Contract are required to be included in any contract(s) awarded as a result of this solicitation that are supported by federal funds, in whole or in part, during the life of the contract(s); provided, however, that if a Respondent is able to demonstrate to PGCC the inapplicability of certain terms and conditions during the negotiation phase, PGCC reserves the right to exclude such provisions.

5.3 Good Faith Efforts

This procurement and all procurements of subcontracts by Contractor are subject to the six good faith efforts for contracting with disadvantaged business enterprises (DBEs) specified at 40 CFR 33.301 and incorporated by reference. PGCC encourages DBEs to apply to the RFP. PGCC additionally encourages non-DBE Respondents to subcontract with DBEs and encourages consortiums of DBEs to apply for this RFP if the contract is too large for one firm to handle individually. If the contract is funded through EPA funds, Contractor will be required to submit information on its total procurement and DBE procurement annually to enable completion of EPA Form 5700-52A.

5.4 Conflict of Interest Disclosure

Respondent must disclose any existing or prior business, personal, or financial relationships with PGCC employees, board members, or affiliates within the past five years that could create a perception of bias or influence. This includes, but is not limited to, any relationships, financial interests, or affiliations that could be perceived as influencing the fairness and integrity of the procurement process. By submitting a proposal, the Respondent affirms that it has not provided, and does not intend to provide, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any PGCC employee, board member, or representative in connection with this procurement.

Failure to fully disclose a conflict of interest—whether intentional or unintentional—will result in immediate disqualification of the Respondent's submission. If a conflict is discovered after a contract has been awarded, PGCC reserves the right to terminate the contract immediately.

PGCC has sole discretion in determining whether an actual or apparent conflict of interest exists and whether such a conflict may negatively impact PGCC's mission. An award will not be made where a conflict of interest is deemed inconsistent with PGCC's ethical and operational standards or with EPA's Conflict of Interest Policy.

5.5 Philadelphia Tax Clearance Statement

It is the policy of PGCC to ensure that Contractor and each subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the Program Team, through the City of Philadelphia Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to submit with its proposal a Tax Clearance Certificate from the City of Philadelphia which can be requested at https://www.phila.gov/services/payments-assistance-taxes/taxes/get-tax-clearance/.

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

The pre-approved Respondent will also be required to assist PGCC in obtaining the above information from its proposed subcontractors. If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the pre-approved Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these Program Team policies into consideration when entering into their contractual relationships with proposed subcontractors. If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will be required to obtain both prior to commencing work if pre-approved for award of the Contract contemplated by the RFP.[1] Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License[2] may be made online by visiting the City of Philadelphia Business Services Portal at https://eclipse.phila.gov/phillylmsprod/pub/lms/Login.aspx and selecting eCLIPSE to submit online applications. If you have specific questions, call the Department of Revenue at 215-686-6600 for

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

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

questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

6. Proposal Format

Proposals must be no more than 40 pages single-spaced, not including attachments or Airtable form inputs. The proposal should follow the following format:

Section 1: History, Qualifications, and Experience

- **Respondent Information:** Complete Respondent Information in Airtable form (see "Respondent Information" Form in Exhibit A)

- **Company Information:** Provide background on your company, including size, location, areas of operation, business model, financial health, qualifications, and experience providing the services requested in the scope. Include an in-depth description and examples of your experience working with lenders who work with commercial solar projects. Additionally, include an in-depth description and examples of your experience working with lenders who serve LIDACs and other underserved communities and using innovative and patient approaches. Include as an attachment your company's last 3 years of audited financial statements; if audited statements are not available, provide 3 years of tax returns.

- **Personnel and Qualifications:** Provide an overview of your team, including roles, responsibilities, and relevant experience. Include one-page resumes for 3-5 staff who would plan to work on this engagement.
    - Include relevant details about staff experience in closing loans and servicing loan programs for clean energy projects and for underserved populations and institutions.

- **References:** Provide at least 3 professional references as an attachment; include contact information and a brief description of the work performed.

Section 2: Technical Proposal

- **Approach and Timeline:** Provide a detailed and comprehensive description of your operational approach to providing the services outlined in the scope. Include how services will be provided to PGCC; the frequency of communication; and a project timeline, including set-up, onboarding, and a workplan for all tasks and deliverables. If applicable, describe your plan for scaling up organizational capacity to deliver on this Contract.

- **Subcontractors:** If applicable, describe the use of any third-party subcontractors in your loan management activities and your approach to communicating with, supervising, and assuring performance and compliance of subcontractors or third-party vendors.

Section 3: Cost Proposal

PGCC seeks a pricing structure that accommodates both periods of high activity and lighter workloads, allowing for scalable support without incurring unnecessary costs. This may include options such as hourly rates, project based pricing, or tiered service levels to adjust to changing procurement demands effectively. Guidance for submitting a cost proposal is provided below. Final payment terms will be negotiated with the Contractor once selected.

- **Fees:** Provide a cost proposal that includes a detailed and comprehensive description of the fees your company proposes to assess, including any setup fees, software and/or integration costs, and closing and servicing fees. Describe the structure of each fee (ie fixed, percentage of capital, spread percentage) and a rationale for each.

  If the Respondent proposes to bill PGCC based on hours as opposed to fees, the Respondent must propose a cost-reimbursement contract (in which PGCC reimburses the Respondent's actual costs for personnel, fringe, supplies, etc. and profit). Respondent(s) must include an open-book full disclosure of actual costs, overheads, and profits from the project and will be subject to an overall price cap. If submitting a cost-reimbursement structure, please refer to and complete the template in the Airtable form.

  Note that PGCC generally cannot accept proposals for time-and-materials-based contracts. See 2 CFR 200.318(j) for the federal guidance in this regard.

Required Attachments:

- Byrd Anti-Lobbying Certification (Exhibit B)
- Proposal Certification (Exhibit C)
- Philadelphia Tax and Regulatory Clearance
- Resumes of 3-5 relevant staff
- 3 years of audited financials and/or tax returns
- Any Requested Revisions to PGCC contract (Exhibit D)

7. Eligibility and Evaluation

7.1 Minimum Eligibility Thresholds

Respondents must meet the minimum eligibility thresholds below to be considered for a Contract:

- Respondents must not be debarred by any federal, state, or local government agency.
- Respondents must be in good standing with federal, PA, and Philadelphia taxes.
- Respondents must not have a history of bankruptcy, regulatory violations or noncompliance, or fraud.
- Respondents must not be an entity owned by, controlled by, headquartered in, or subject to the direction of a government of a covered nation under 10 USC 4872(d), nor a subsidiary of such an entity (a Foreign Entity of Concern). As of the date of the NCIF Terms and Conditions, covered nations under 10 USC 4872(d) are the Democratic People's Republic of North Korea, the People's Republic of China, the Russian Federation, and the Islamic Republic of Iran.

- Respondents must have proper licensing and insurance.
- Respondents must have at least 2 years of relevant experience.

7.2 Evaluation Criteria and Process

- History, Qualifications, and Experience (35%)
    - Demonstrated qualifications and experience of company and staff; financial health evidenced in financial statements; and satisfied customer references
- Technical Proposal (35%)
    - Clarity, thoroughness, and reasonableness of proposal
- Cost Proposal (30%)
    - High cost-effectiveness and efficient use of funds

Designated PGCC staff or selected advisors will serve on a Selection Committee to evaluate the written proposals. PGCC staff may, at any time during the evaluation process, seek clarification from Respondents regarding any information contained within their proposal. PGCC may invite finalists to be interviewed by the Selection Committee and may conduct reference checks to confirm quality of previous work. Final selection of Respondents will reflect a consensus of the evaluations. Any attempt by a Respondent to contact a member of PGCC staff or selected advisors outside the RFP process, in an attempt to gain knowledge or an advantage, may result in disqualification of the Respondent.

8. PGCC's Procurement Rights

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

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

9. Legal Terms and Conditions

9.1 Responsibility

All Respondents shall assume all responsibility and obligation for the acts and omissions of their principals, members, directors, officers, employees, agents, representatives, subcontractors, and contractors, together with all other firms, agencies, or other persons assisting with the delivery of the proposal.

9.2 Governing Law

The terms and provisions of this RFP and any agreements related hereto shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and any and all litigation, proceedings, claims or actions commenced in connection with this RFP or any agreements related hereto shall be instituted in the appropriate courts in the Commonwealth of Pennsylvania.

9.3 Assignment

The Respondent may not sell, assign, transfer, or convey any rights or agreements associated with its Response, in whole or in part, without the prior written consent from PGCC.

9.4 Promotion

Unless specifically authorized in writing by PGCC, Respondents will have no right to use, and shall not use PGCC's name (a) in any advertising, publicity, promotion; nor (b) to express or to imply an endorsement of Respondents' products or services.

9.5 Costs

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

9.6 Indemnification

All Respondents agree to hold harmless and indemnify PGCC, its officers, employees, agents, contractors and representatives, individually and collectively (for purposes of this section, the "Indemnified Party"), from and against, and shall assume all liability for, any and all losses, expenses, demands, claims or damages of any kind whatsoever (including loss of use), including losses, expenses, or damages sustained by the Indemnified Party, arising out of, related to, or in connection with the Respondent's preparation and submission of a Response and any actions the Respondent takes in connection therewith, including, but not limited to, the actions of the Respondent's principals, members, directors, officers, employees, contractors, consultants, representatives and agents, and shall defend any suit or action brought against the Indemnified Party, based on any such alleged injury (including death) or damage (including loss of use), and shall pay all damages, judgments, costs, and expenses, including attorneys' fees in connection with said demands and claims resulting therefrom.

9.7 Availability of Funds

This RFP is issued and any resulting Contract is expected to initially be paid through NCIF funds from the EPA. All payments under a Contract executed pursuant to this RFP are subject to the availability of federal funds to PGCC. The NCIF funds have been advanced to CGC under an agreement with the EPA and have been further advanced to PGCC as loans under an agreement between PGCC and CGC. While we understand that there might be efforts to claw these funds back, we are not on notice of any such action.

PGCC expects to seek non-federal sources of funding for activities under similar program criteria detailed in this RFP and may expand the scope of its lending operations described in this RFP and negotiate a corresponding expansion of Contractor's scope under its contract with PGCC without issuing a new RFP relating to deployment of such funds.

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Exhibit A - Respondent Information

This attachment is provided in the RFP for Respondents' reference only. All responses to the questions in Exhibit A must be digitally submitted through this form.

RESPONDENT'S POINT OF CONTACT		
Name:		Title:
Telephone: - -	Cell Phone: - -	Email:

RESPONDENT INFORMATION			
Legal Name of Business:		FEIN:	
Year Business Established:		Philadelphia Commercial Activity License #:	
Unique Entity Identifier (UEI) from SAM.gov:			
Legal Structure (check one): ☐ For-Profit Corporation ☐ Non-Profit Corporation ☐ Limited Partnership ☐ General Partnership ☐ Limited Liability Company ☐ Sole Proprietorship ☐ Other:			
Headquarters: Address - Street:			
City:	County:	State:	Zip:
Philadelphia-area Location (if different than above) Address - Street:			
City:	County:	State:	Zip:
Main Telephone: - -	Main Fax: - -	Website:	
Current Employees: # of Full-time Employees:	# of Part-time Employees:		

Official designation or certification from the City of Philadelphia or other federal or state agency for disadvantaged business status:

- ☐ DSBE: Disabled Owned Business
- ☐ LBE: Philadelphia Local Business Entity
- ☐ WBE: Women Business Enterprise
- ☐ DBE: Disadvantaged Business Enterprise
- ☐ MBE: Minority Business Enterprise
- ☐ VBE: Veteran Business Enterprise
- ☐ SDVBE: Service-Disabled Veteran Business Enterprise
- ☐ None

Do you confirm that you properly classify your employees as per the Fair Labor Standards Act? ☐ Yes ☐ No

Ownership: List proprietor, partners, directors - 100% of ownership must be shown. Use a separate sheet if necessary.

Name	Position Title	Employer	% Owned

Subsidiaries/Affiliates: List subsidiaries and affiliates. Use a separate sheet if necessary.

Business Name	Business Address	FEIN Number

Is the Business currently debarred or suspended by any federal, state, or local government agency?

☐ No ☐ Yes

If yes, explain:

Is the Business or any owner delinquent on any federal, state, or local taxes?

☐ No ☐ Yes

If yes, explain:

Is the Business or any owner currently involved in any pending lawsuits, regulatory proceedings or other legal actions involving the business? ☐ No ☐ Yes If yes, explain:
Has the Business or any owner been involved in bankruptcy or insolvency proceedings? ☐ No ☐ Yes If yes, explain:
Does the Business or any owner have any history of regulatory violations, non-compliance, or fraud? ☐ No ☐ Yes If yes, explain:
Does the Business or any owner have any actual or perceived conflicts of interest in responding to this RFP? *EPA Conflict of Interest Policy defines situations listed in 2 CFR 200.318(c)(1)-(2) as conflicts of interest. This includes an employee, officer, agent, or board member who has a financial or other interest in or tangible personal benefit from an entity considered for a contract and provides that they may neither solicit nor accept gratuities, favors, or anything of monetary value from contracts supported by the federal award.* ☐ No ☐ Yes If yes, explain:

Exhibit B – Byrd Anti-Lobbying Certification

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
4. The responding Respondent listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Solicitation Name: Loan Servicing Support for Commercial Clean Energy Lending Programs

Respondent/Company Name:

Physical Address (Address, City, State, Zip Code):

Signature of Respondent's Authorized Official:

Name and Title of Respondent's Authorized Official:

Date:

SIGN AND RETURN THIS FORM WITH YOUR SUBMISSION

Exhibit C – Proposal Certification

The undersigned hereby certifies:

1. That he or she has the legal authority to sign this certification on behalf of the Respondent.
2. That the Respondent is duly organized and in good standing under the laws of the jurisdiction in which it is organized.
3. That the Respondent is not debarred or suspended by federal, state, or local government.
4. That the Respondent is not a Foreign Entity of Concern.
5. That all tax returns required to be filed in any jurisdiction have been duly filed, and all taxes due in respect of the Respondent have been duly paid (except as provided for in the Proposal).
6. That the information contained in this Proposal including attachments is complete, true and correct.
7. That the financial statements that accompany this Proposal as an attachment fairly represent the financial condition of the Respondent when written. Since the date of the most recent financial statements, there has been no material adverse change in the Respondent's financial condition.
8. That the Respondent agrees to notify PEA and PGCC promptly of any material changes to the Respondent and the attachments.
9. That the Respondent hereby authorizes PEA and PGCC to make all inquiries it deems necessary to verify the accuracy of the Proposal and the attachments. The Respondent authorizes any individual, including the Respondent's attorney and accountant, or any credit reporting agency, or any other entity, to furnish PEA and PGCC with any information it possesses with respect to the Respondent, the Application and the attached Exhibits.
10. That the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest.
11. The Respondent understands and acknowledges that, until a final selection is made under the RFP, PGCC may enter into discussions with the Respondent to negotiate the terms of its proposal in an effort to reach the most favorable arrangement for Solar for All's customers. Moreover, PGCC reserves the right to (i) reject any or all proposals; (ii) waive defects or irregularities in any proposal; (iii) discontinue discussions at any time and for any reason; (iv) correct inaccurate awards; (v) change the timing or sequence of activities related to the programs referenced in the RFP; (vi) modify, suspend or cancel the programs referenced in the RFP; and (vii) condition, modify or otherwise limit the mandate awarded pursuant to the RFP.
12. By submitting this Proposal, the Respondent represents and warrants that, if it is pre-approved under this RFP, it will comply with the terms of the RFP and will perform all of the duties and obligations required.

Solicitation Name: Loan Servicing Support for Commercial Clean Energy Lending Programs

Respondent/Company:

Signature:

Name:

Title:

Date:

Exhibit D - Standard Contract

Available at: Loan Servicing Contract

Attachment 2 to Contract - Federal Contracting Requirements

Available at: Loan Servicing Contract