



# INCLUSIVE PROSPERITY CAPITAL™

## REQUEST FOR PROPOSALS FOR COMPLIANCE SERVICES

Due Date*	Milestones
December 10, 2024	Questions
January 5, 2025	RFP Proposal Due to IPC
January 11, 2025	Notice of Intent to Award Issued

\*Dates may be changed by IPC at any time without notice. All deadlines are as of midnight ET on the Due Date.

### 1.0 BACKGROUND & PURPOSE

**1.1 Background:** This request for proposal (**RFP**) is to contract for compliance services for Inclusive Prosperity Capital, Inc. (**IPC**), a non-profit organized as a Connecticut nonstock corporation and recipient of a \$249 million grant from the U.S. Environmental Protection Agency's (**EPA**) Greenhouse Gas Reduction Fund's Solar for All (**SFA**) program.

Under the \$7 billion SFA program, 60 grant recipients will create new or expand existing low-income solar programs, to enable households in low-income and disadvantaged communities to benefit from distributed solar energy. Collectively, these programs will deliver on the Greenhouse Gas Reduction Fund's objectives by reducing greenhouse gas emissions and other air pollution, delivering cost savings on electric bills for overburdened households, and unlocking new markets for distributed solar in states and territories that have never had statewide low-income solar program before.

IPC, together with its Community Power Coalition<sup>1</sup>, has proposed a community-solar centered model under the SFA to lowering energy costs for families, creating quality jobs, advancing climate justice, and empowering low-income and disadvantaged communities to develop solar solutions that fit their unique needs (the **Program**). The Program's period of performance is over 5 years, and its geographies covers 46 states, Puerto Rico and the District of Columbia. IPC will provide both direct financial assistance to projects and will act as a pass-through entity with respect to subrecipients.

To learn more about the Program and our approach, please visit [inclusiveprosperitycapital.org](http://inclusiveprosperitycapital.org). Additional compliance regulatory information for this program is available upon request.

IPC is seeking a federal grant compliance firm with an established background in federal award compliance and a reference list of clients and awards that are similar in magnitude and complexity to the Program.

**1.2 Purpose:** The grant compliance firm selected (the **Compliance Firm**) will assist IPC in meeting federal program compliance requirements on an ongoing basis. This will include periodic review of our internal program monitoring tasks such as subrecipient monitoring, policy and procedure compliance, Davis Bacon and Related Acts (**DBRA**) and Build America, Buy America Act (**BABA**) compliance, periodic reporting compliance, and other workplan tasks. The Compliance Firm shall report to IPC's Compliance Manager.

## **2.0 PROPOSAL GUIDELINES**

Any firm responding to this RFP (each, a **Respondent**) shall submit a package or responses that conform to the instructions and format specified in this RFP (each, a **Proposal**). Proposals will be accepted until midnight ET on January 3, 2025. Submissions received after this deadline may be disqualified, at IPC's sole discretion, from further consideration. All Proposals must be signed by an official agent or representative of the company submitting the Proposal.

This RFP is being conducted in accordance with federal requirements contained in the Procurement Standards of the Uniform Grant Guidance (**UGG**) published at 2 CFR Part 200 for procurements that are greater than the simplified acquisition threshold described at 2 CFR 200.320b2 (currently \$250,000) and EPA's Best Practices Guide for Procuring Services, Supplies, and Equipment. Respondents are advised that this RFP is being funded in whole or in part with federal grant funds and, therefore, federal regulations and contracting requirements shall also apply to the provision of services hereunder, including federal Disadvantaged Business Enterprise (**DBE**) regulations (40 CFR Part 33 – Participation by Disadvantaged Business Enterprises in U.S.

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<sup>1</sup> The Community Power Coalition consists of IPC and other non-profit entities with expertise in community solar, financing, workforce development, affordable housing, program evaluation, governance, and other technical assistance areas; including Black Owners of Solar Services, Clean Energy Group, Inc., Coalition for Community Solar Access, Community Housing Capital, Inc., GRID Alternatives, Interstate Renewable Energy Council, NeighborWorks Capital, People's Solar Energy Fund, Inc., ROC USA, LLC, and the University of New Hampshire Carsey School's Center for Impact Finance.

Environmental Protection Agency Programs).

All costs included in the Proposal must be itemized to include an explanation of all fees and expenses, including costs related to any outsourced or contracted work. Respondents are invited to propose a payment structure that best suits the nature of their proposed. This may be on a time and materials basis, a periodic fixed-cost retainer, or a project fixed-cost bid. For time and materials proposals, please include hourly rates for key personnel and anticipated hours needed for each service or deliverable, and a maximum price. For retainers or fixed-cost bids, provide detailed information on the proposed services and deliverables. IPC reserves the right to negotiate payment structure and schedule. Payment for services will be contingent on IPC receiving SFA grant funding from EPA.

Eligibility Requirements: To be eligible under this RFP, a Respondent must not be: a) debarred or suspended, or otherwise ineligible for participation in Federal assistance programs; b) an entity owned by, controlled by, or subject to the direction of a government of a covered nation under 10 USC 4872(d); c) an entity included on the Office of Foreign Assets Control (OFAC) Specially Designated Nations and Blocked Persons list (**SDN List**) and all other sanctions lists administered by OFAC; d) an entity headquartered in a covered nation under 10 USC 4872(d); or e) a subsidiary of an entity described in b. and c. As of the date of this SFA, 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.

IPC strongly encourages participation from certified DBE and small business firms, and will actively seek opportunities to maximize such firms' involvement in this project. Any such firms are invited to submit Proposals, either as a prime contractor or as a subcontractor. Federal DBE rules require that all responsive Proposals shall conform with "Good Faith Efforts" to increase DBE awareness of procurement opportunities through race/gender neutral efforts. Race/gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance. Respondent agrees that, should it be selected, it will cooperate with and assist IPC in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise "Good Faith Efforts" to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a Proposal, the Respondent shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the following affirmative "Good Faith Efforts" steps:

#### **Good Faith Effort Requirements**

1. Include disadvantaged business enterprises on solicitation lists;
2. Assure that disadvantaged business enterprises are solicited whenever they are potential sources, in a way that encourages and facilitates their participation in the competitive process;
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged business enterprises;

4. Establish delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged business enterprises;
5. Use the services and assistance of the Small Business Administration and the U.S. Minority Business Development Agency, as appropriate; and
6. If any contractor awards subcontracts, require the contractor to take the affirmative steps in paragraphs (1) through (5) of this section.

Each Proposal must include submission of IPC's Doing Business Form for the Respondent and for any proposed subcontractor/supplier/ vendor for the project. Successful Respondents will have a continuing obligation to comply with the requirements of 40 CFR Part 33 and may also be required to provide ongoing reporting on the Good Faith Efforts described above.

Contract terms and conditions will be negotiated upon selection of the winning Proposal for this RFP, however certain federal contracting requirements, substantively as described in, but not limited to, the Federal Contract Provisions found in Appendix B (as they may be amended), are mandated. All contractual terms and conditions will be reviewed by IPC legal counsel and will include the scope, budget, schedule, and other necessary project items.

IPC intends to contract with the Compliance Firm for a period of up to 5 years.

**Submission Instructions:** All Proposals must be submitted electronically via [procurement@inclusiveteam.org](mailto:procurement@inclusiveteam.org).

**Deadline for Written Questions:** Questions must be submitted via [procurement@inclusiveteam.org](mailto:procurement@inclusiveteam.org) by the Due Date for Questions noted above and must be limited to issues related to this RFP and this RFP process and requirements. All questions must be in writing. Additionally, submitted questions and answers will be issued in addenda to the RFP.

**Addenda:** Any addenda will be posted on the IPC procurement website.

### **3.0 SCOPE OF WORK/SERVICES**

The Compliance Firm will engage in a diverse array of activities to assist IPC with meeting its compliance obligations under its SFA workplan, including: adherence to federal grant compliance standards and optimizing grant utilization within the framework of pertinent laws and regulations. The outlined responsibilities of the Compliance Firm include:

#### **3.1 Procurement**

3.1.1 Revise or develop written policies, guidelines, procedures, templates, and staff training materials to support compliant procurement practices, including documentation of the solicitation process, resulting submissions, and the evaluation process.

3.1.2 Revise or develop templates for Requests for Proposal (**RFP**), Invitation for Bid (**IFB**), Request for Quote (**RFQ**), Request for Qualifications (**RFQuals**) and other applicable

procurement templates.

3.1.3 Provide and prepare public procurement documentation and any additional procurement assistance, including but not limited to preparing and writing RFQs, RFPs, RFQs, or other applicable procurement processes for identified projects.

3.1.4 Review proposed contracts and purchasing documentation to ensure compliance with programmatic rules, UGG, and government accounting standards.

3.1.5 Develop or revise and implement procurement monitoring activities to include procurement forms, systems, and guidance for contracts, subcontracts and vendor relationships

### **3.2 Program Implementation, Monitoring, Evaluation, Reporting, Quality Management, and Quality Assurance**

3.2.1 Conduct a comprehensive Risk Assessment of Internal Controls pertaining to IPC and its subrecipients.

3.2.2 Establish documentation standards and guidelines to effectively demonstrate compliance.

3.2.3 Assist in the development of compliance framework for IPC, to include internal compliance requirements related to DBRA, BABA, Subrecipient Monitoring, Budget Management, Reporting, Procurement, Contractor Monitoring, Site and Annual Audits, and Closeout.

3.2.4 Research, develop, and implement grant monitoring systems to streamline compliance reporting, monitoring, and analysis.

3.2.5 Design standardized reports, forms, checklists, toolkits, and templates to streamline grant reporting, internal controls, and compliance procedures.

3.2.6 Assist with standardizing internal program files.

3.2.7 Collaborate with IPC on project formulation; information gathering, and project development eligibility.

3.2.8 Assist IPC with internal program compliance, including but not limited to: meaningful benefits, equitable access, resilience benefits, community ownership, and workforce development.

3.2.9 Perform on-site visits to ensure progress to milestones, adherence to contracts and quality of work, technical assistance with drafting an RFP for engineering, procurement, and construction services (EPC) services for projects.

3.2.10 Assist IPC and subrecipients on reporting outputs, including but not limited to: projects financed, solar capacity, solar storage, workers trained, good jobs and community

benefits tracking, award funds deployed by type (FA, TA), financial assistance deployed, private sector funding, and community-based organization engagement.

3.2.11 Assist IPC and subrecipients on reporting outcomes, including but not limited to: clean energy generation by geography, greenhouse gas emissions reduction by geography and type, clean energy capacity, job creations, reduction of energy burden disparities, and increased individual wages.

3.2.12 Craft guidance for determining cost categorization, aligning with programmatic requirements, government accounting standards, and UGG.

3.2.13 Enhance reimbursement processes by facilitating the identification and capture of allowable expenses. Assist in reviewing Program drawdowns and backup documentation.

3.2.14 Offer guidance on best practices for tracking and documenting expenditures and collaborating with the accounting team to develop and implement financial and tracking mechanisms.

3.2.15 Provide technical assistance and present formal options regarding the permissible use of funding.

### **3.3 Subrecipient and Contractor Support, Monitoring, and Compliance**

3.3.1 Develop policies and requirements around subrecipient risk assessment, monitoring, and management. Train subrecipients and contractors to understand their responsibilities and advise IPC on necessary technical assistance to support subrecipient/contractor/subcontractor compliance.

3.3.2 Develop processes and systems for collecting and reviewing subrecipient impact reporting.

3.3.3 Analyze internal systems, policies, procedures, and platforms to successfully prepare staff to perform contractor oversight functions and advise on best practices for flow down of contract clauses, oversight and monitoring, and contract audit requirements to enable timely close out and cost recovery of contract costs.

3.3.4 Assist IPC and subrecipients in preparing budget and scope of work modifications.

3.3.5 Develop and implement processes and documentation requirements for subrecipient risk assessment, monitoring, and management, including conducting site visits and creating training materials.

3.3.6 Assist in the day-to-day subrecipient and contractor oversight and management. This includes contract compliance, invoice review, vendor support, DBRA reporting (including certified payroll), BABA compliance, Uniform Relocation Act Compliance, National Historic Preservation Act compliance, Justice40 compliance, and any other EPA mandated compliance and onsite assistance.

3.3.7 Conduct or participate in quarterly check-ins with the SFA subrecipients to ensure effective internal control over the award that provides reasonable assurance that the subrecipient complies with Federal statutes, regulations, and terms and conditions of the award.

3.3.8 Identify deviations from the plan, assess the impact of these deviations, and make determination of any processes or procedures to revise or modify the activities of the project.

3.3.9 Ensure that proper internal controls are developed and implemented for the prevention of waste, fraud and abuse.

3.3.10 Implement measures to streamline the reporting process and ensure ongoing compliance, along with establishing post-award procedures.

3.3.11 Manage and assist with evaluation of RFP submissions.

3.3.12 Implement DBRA and BABA guidance and systems, and ongoing compliance activities, including weekly certified payroll reports. DBRA certified payroll reporting, compliance and site audits.

3.3.13 Assist with any and all audit services and resolve any requests for information, justification, audit findings, and eligibility appeals.

### **3.4 Deliverables**

3.4.1 Develop grant management and compliance manual for the Program.

3.4.2 Develop templates and forms for grant finance, procurement, and program compliance.

3.4.3 Develop risk assessment tool to assess and monitor internal controls of IPC and subrecipients.

3.4.4 Assist in the preparation of budget modification requests and correspondence to the EPA.

3.4.5 Assist in the preparation of subrecipient required reporting, to the extent necessary. Assist in the review and submission of such reporting.

3.4.6 Prepare, review, and assist in the submission of the Program's required reporting.

3.4.7 Provide day-to-day compliance support to IPC, subrecipients, contractors, and subcontractors.

3.4.8 Ongoing review of program requirements and updating guidance and deliverables consistent with any changes.

## **4.0 GENERAL REQUIREMENTS, TERMS AND CONDITIONS**

**4.1 No Commitment.** This RFP does not represent a commitment, legal or otherwise, to select or procure any services or projects from any provider, including any recipient of this RFP. Under no circumstances shall IPC be liable for or reimburse the costs incurred by Respondents from participating in activities related to this RFP. IPC shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP. There is no guarantee that the prospective Program described in this RFP will be undertaken.

**4.2 Disposition of Proposals.** All materials submitted in response to this RFP will become the property of IPC and may be subject to disclosure under the Freedom of Information Act. Proposals will be returned only at IPC's option and the Respondent's cost.

**4.3 Procurement Rules.** Proposals must comply with all EPA procurement rules and guidelines. Each Respondent must present efficient and economical Proposals to carry out the scope of work.

**4.4 Proposal Representations.** By submitting a Proposal, the Respondent represents that all information contained in such Proposal is factual and accurate. IPC considers the Proposal's content and all the Respondent's written commitments, correspondence, and responses to questions regarding matters related to this RFP to be subject to reference in a future contract related to the prospective Program.

**4.5 Confidentiality and Non-Disclosure.** The Respondent agrees to keep any non-public information about IPC and its coalition members confidential. In addition, the Respondent agrees that it shall require any party working with the Respondent in preparing a Proposal to likewise keep all such non-public information confidential. IPC may require entry into a non-disclosure agreement. This RFP is furnished for evaluation purposes only.

**4.6 Reservations.** IPC reserves the right to request additional information from any Respondent, and to solicit independent third-party confirmation of information submitted by any Respondent.

**4.7 Termination.** IPC reserves the right to change or terminate this assessment and this RFP process at any point in time and without notice. IPC makes no commitments, either implied or otherwise, that this process will result in a business transaction with Respondent, any other Respondent participating in this process, or any third party.

**4.8 Disqualifications.** Except as described within this RFP, Respondents may not contact any IPC employee or contractor about this RFP. Respondents may not visit IPC locations or approach any IPC service provider, vendor, subcontractor, or any other entity in any way related to IPC in connection with any activity related to this RFP. Any such contact may result in a disqualification of Respondent and its Proposal.

**4.9 Diligence.** IPC shall take measures as deemed necessary to determine the ability of the Respondent to perform the obligations of the contract. IPC may reject any Proposal where an



investigation of the available information indicates a Respondent is not the most qualified to perform the obligation of the contract. IPC may require a Respondent to furnish additional statements of qualifications.

**4.10 Collusion.** IPC reserves the right to disqualify Proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Respondent. More than one (1) Proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Any or all future procurements will be rejected if there is any reason to believe that collusion exists among Respondents.

**4.11 Addenda.** Changes or revisions to this RFP package will be made through the issuance of a written addenda. Addenda will be posted to the IPC procurement website. It is the responsibility of each Respondent to ensure they have reviewed all addenda issued and incorporate any and all changes into their response to this RFP.

**4.12 Compliance Firm Compliance:** Chosen Respondent must be prepared to make representations, warranties, and covenants regarding its own internal monitoring and contractor compliance.

**4.13 Language.** IPC has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by IPC. A deviation is material if, in IPC's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory requirements. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions or requirements but are permissive in nature. Singular pronouns shall include the plural.

## **5.0 PROPOSAL SUBMISSION FORMAT**

**5.1 Proposal Submission:** Proposals must be submitted electronically through IPC's official e-mail as indicated in Section 2.0. All responses will be uploaded as a single file in a portable document format (PDF).

A Respondent may change or revise their submission any time before the due date and time for the submission of responses. Proposals may not be withdrawn or revised after the due date and time have passed.

### **5.2 Proposal Guidelines**

5.2.1 Abbreviations and acronyms – All abbreviations and acronyms used in the Proposal will be explained or defined upon their first usage in each section of the submittal.

5.2.2 Page Limitations, Size, and Format - Page size shall be 8.5 x 11 inches, except as provided below. Pages may be single-spaced. The text size should be no less than Microsoft Word® 11-point font.

5.2.3 Legible tables, charts, graphs, and figures shall be used wherever practical to depict

organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Such pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

5.2.4 Electronic files and documents uploaded will be of a quality that is legible and easily readable. Respondents should ensure all digital content is correct and contains the information requested and necessary for evaluation of qualifications.

5.2.5 Sections will be separated by a divider sheet that clearly signifies the section number. Divider sheets should only indicate the section number and should contain no other information or text.

## PROPOSAL

Failure to submit the requested information in the manner stipulated in this RFP may render a Respondent's Proposal non-responsive. Non-responsive Proposals will be disqualified, will not be evaluated, and will not be considered for award. Respondents should prepare a Proposal addressing each of the below scored criteria sections. The Proposal will address, at a minimum, the information requested or described for each section. The Proposal will be evaluated based only on the information provided by the Respondent.

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### -SECTION 0- LETTER OF TRANSMITTAL & PROFILE

Weight – 0% - Unscored Item

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**Letter of Transmittal.** This letter will summarize in a brief and concise manner the following elements:

- a. Respondent's understanding of the Scope of Services
- b. Identify all the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- c. The Letter of Transmittal must be signed by an authorized agent of the firm and indicate the agent's title or authority.

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### -SECTION 1- FIRM BACKGROUND, EXPERIENCE, TEAM, & REFERENCES

Weight – 35%

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1. Firm Background and Experience: Describe the firm's qualifications and experience related to proposed scope of work.
2. Project Personnel: Indicate any other persons that will be assigned to this project. For each of the project personnel, provide the following information:
  - Name, title, and assignment for this project;
  - Resume which includes: a) Number of years with this entity b) Number of years with other entities c) Experience: Names of projects, types of projects, and size of projects, specific project involvement d) Education/Degrees earned e) Active registration/certification/licenses;
  - Current job description; and
  - Other experience and qualifications which are relevant to this project.
3. Adverse Findings: Describe any adverse findings during the last 5 years related to any government contract, grant, or cooperative agreement.
4. Suspension or Debarment: Confirm that neither the Respondent nor any officer, director, or employee is or has been suspended or debarred from, or deemed ineligible for participation in federal assistance programs, or similar.

5. Insurance: Describe your relevant insurance coverages, including cybersecurity.
6. Conflict of Interest: Please describe any actual or potential conflicts of interest (including those described in 2 CFR 200.318) arising from this RFP and the potential resulting contract of which you are aware.
7. References: The Respondent will provide a listing of, at minimum, three (3) clients it has or is providing successful federal compliance services to that are consistent with the requirements and the scope set forth in this RFP. The listing shall include name of the client, the name of the contact person, address, e-mail, and telephone number and a brief explanation of the services that were provided.

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## **-SECTION 2- PROJECT APPROACH**

Weight – 50%

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The Respondent shall provide a detailed and comprehensive description of how the Respondent intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when services will be delivered to IPC, frequency of communication, how work will be coordinated, and the Respondent's general philosophy for providing the requested services. A detailed timeline and list of proposed deliverables is desirable. Respondents shall be evaluated on the clarity, thoroughness, and content of their proposed work plan.

Include a detailed approach for the following:

- Compliance framework and ongoing activities
- Procurement framework and ongoing activities
- DBRA reporting and compliance
- BABA compliance
- Program monitoring
- Subrecipient monitoring
- Contractor and subcontractor monitoring and management

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## **-SECTION 3- COST PROPOSAL**

Weight – 15%

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Cost Proposal: The Respondent shall provide a Proposal focused on maximum value, innovation, and cost-effective implementation.

- Detailed Cost Breakdown: Proposals need to include a cost and hourly rate for various job classifications for each task identified in the Scope of Services and the deliverables section of this RFP including an estimate of labor hours needed to complete the work. All cost assumptions must be clearly documented in this portion of the Proposal. All

prices shall be firm and not subject to increase during the period of this contract.

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**-Section 4- FORMS**

Weight – 0% - Unscored Item

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In this section, respondents will include the completed forms provided in Appendix A.

- Form 1: Respondent Certification
- Form 2: Byrd Anti-Lobbying Certification
- Form 3: Acknowledgement of Addenda
- Form 4: Vendor Information Form
- Form 5: Form for Submitting Written Questions

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**EXCEPTIONS TO THE RFP**

Weight – 0% - Unscored Item

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- Should the Respondent take exception to any information or condition of this RFP, they will include a section describing the exception(s) taken.
- Should the respondent take NO EXCEPTIONS to any information or conditions of this RFP, they will include a single page that states NO EXCEPTIONS TAKEN.
- IPC will review any exceptions taken and determine if the exception is acceptable.
- IPC reserves the right to negotiate any exception taken.
- The Respondent recognizes that taking exception to an item may render their response non-responsive and eliminated from consideration.

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**EVALUATION CRITERIA AND WEIGHTING**

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<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
SECTION 0 – Letter of Transmittal	0 (Not Scored)
SECTION 1 – Firm Background, Experience & Certifications	35
SECTION 2 – Project Approach	50
SECTION 3 – Cost Proposal	15
SECTION 4 – Forms	0 (Not Scored)
<b>Total Possible Points</b>	100

**Interviews or Presentations:** IPC may conduct interviews as necessary for this RFP. Any interviews or presentations will be held virtually. The Respondents invited for an interview will have officials of the appropriate management level present and representing the Respondent. IPC will attempt to provide at least TWO (2) business days advance notice to Respondents prior to the interview date.

Should a Respondent invited for an interview, decline to participate in an interview or presentation or fail to show up for a scheduled interview or presentation IPC may deem them non-responsive and disqualify the Respondent from further consideration in the awarding of a contract. Alternately, the Committee may assign a score of zero (0) for the interview element.

**Contract Award Process:** Upon notification of award, IPC will attempt to negotiate and execute the contract in accordance with federal and internal policies and procedures.

Each Proposal should be submitted with the expectation that evaluation and final ranking for contract award(s) will be based solely on the information contained in the Proposal.

The highest ranked Respondents must be prepared to contract with the IPC. During the contract negotiation phase, IPC will make a good faith effort to negotiate the best contract possible. In the event IPC and a Respondent selected for contract award cannot reach an agreement, IPC may formally end negotiations by written notification to the Respondent. At IPC's discretion, IPC can then choose to enter negotiations with the next apparent highest ranked Respondent and attempt to negotiate a contract with that Respondent.

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**Respondents will include the completed forms in Section 4 of their Proposal.**

- **Form 1: Respondent Certification**
- **Form 2: Byrd Anti-Lobbying Certification**
- **Form 3: Acknowledgement of Addenda**
- **Form 4: IPC Doing Business Form**

**FORM 1  
RESPONDENT CERTIFICATION**

This Proposal is submitted by: Name (print) \_\_\_\_\_ who is an officer of \_\_\_\_\_, (the **Respondent**) and who is duly authorized to sign Proposals and enter into contracts.

The undersigned certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, professional, or person submitting a Proposal for the same professional services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

The undersigned is fully informed with respect to the preparation, contents, and all pertinent circumstances of the attached Proposal:

1. Such Proposal is genuine and is not a collusive or sham Proposal;
2. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, Company or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, Company or person to fix the price or prices in the attached Proposal or of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the IPC or any person interested in the proposed Contract; and
3. The price or prices quoted in the attached 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, including this affiant.

The Respondent understands that information contained in this Proposal will be relied upon by the IPC in awarding any Agreements and such information is warranted by the Respondent to be true. The undersigned Respondent agrees to furnish such additional information as may be required by the IPC in the evaluation of qualifications.

The undersigned certifies the information and responses provided on this Proposal are true, accurate and complete. IPC may contact any entity or reference listed in this Proposal. Each entity or reference may make any information available to the IPC.

The undersigned, on behalf of the Respondent, agrees to abide by all conditions of this RFP:

Signature of Respondent's Authorized Official	Date
Name and Title of Respondents Authorized Official	



**FORM 2**  
**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

The Respondent certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

RFP Name: Compliance Services

\_\_\_\_\_  
Signature of Respondent's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Respondent's Authorized Official

**FORM 3  
ACKNOWLEDGEMENT OF ADDENDA**

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

**INSTRUCTIONS:** Complete Part I or Part II, as applicable

**PART I:**

**List below the dates of issue for each addendum received in connection with this solicitation: A**

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

**Addendum #9, Dated** \_\_\_\_\_

**Addendum #10, Dated** \_\_\_\_\_

**PART II:**

**NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION**

\_\_\_\_\_  
Signature of Respondent's Authorized Official                      Date

\_\_\_\_\_  
Name and Title of Respondent's Authorized Official

**FORM 4  
IPC DOING BUSINESS FORM**



As part of Inclusive Prosperity Capital, Inc.'s ("IPC") bid solicitation process, we request certain information regarding our potential business partners. This information is used for bid evaluation and government reporting purposes only.

<b>Name of Business:</b>	
<b>Primary Business:</b>	
<b>Service Geography:</b>	
<b>Address:</b>	
<b>Contact Name and Title:</b>	<b>Email:</b>
<b>EIN:</b>	<b>UEI:</b>
<b>Form of entity, jurisdiction, and number of years in business:</b>	
<b>Certified minority or woman owned:</b>	
<b>Veteran or Service-Disabled Veteran owned:</b>	
<b>Previous contact or contract with IPC:</b>	
<b>Any known relationships with individuals employed by or affiliated with IPC:</b>	

## **APPENDIX B – FEDERAL CONTRACT PROVISIONS**

The following terms and conditions, as they may be amended prior to contracting, are required to be included in any contract(s) awarded as a result of this solicitation that is supported by federal funds, in whole or in part, during the life of the contract(s). As used herein, "Contractor" shall refer to the selected Respondent, and "contracting entity" shall refer to IPC.

### **STANDARD FEDERAL TERMS AND CONDITIONS FOR ALL CONTRACTS WITH FEDERAL FUNDS**

*The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.*

*The specific Terms and Conditions contained in this Appendix are fully incorporated by reference into the solicitation and any contract(s) awarded as a result of this solicitation, which are supported by federal funds, in whole or in part, during the life of the contract(s).*

### **ACCESS TO RECORDS**

1. Contractor agrees to provide the contracting entity, the grantor federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to provide the foregoing parties or any of their authorized representatives with access to construction or other work sites pertaining to the work being completed under the contract.

### **BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS**

1. Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

1. Contractors who submit a Proposal for an award of \$100,000 or more shall file the required

certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

### **CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS**

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
4. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
5. Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
6. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF \$100,000 WHEN LABORERS OR MECHANICS ARE USED)**

1. *Overtime requirements:* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### **COPELAND "ANTI-KICKBACK" ACT PROVISION**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)**

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound or video recordings, and professional works.
2. Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
3. For data required by the contract but not first produced in the performance of this contract, Contractor will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Contractor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

### **FEDERAL COMPLIANCE**

Contractor acknowledges that federal funds will be used to fund all or a portion of the contract. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal

requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**PROCUREMENT OF RECOVERABLE MATERIALS**

1. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

### **SUSPENSION OR DEBARMENT**

1. No contract will be awarded to a Contractor or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), in accordance with the OMB guidelines at 2 C.F.R. Part 180.
2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. Contractor must comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the contracting entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

*[End Appendix B]*