



**COMMUNITY POWER COALITION  
INCLUSIVE PROSPERITY CAPITAL**

**REQUEST FOR PROPOSALS TO PREQUALIFY FIRMS**

**FOR**

**SOLAR FOR ALL PROGRAM LEGAL SERVICES**

---

Milestones	Due Date*
RFP Questions	May 28, 2025
Responses to Questions Issued	June 6, 2025
<b>Proposal Deadline</b>	June 16, 2025
Anticipated Notice of Intent to Award	June 27, 2025

\*Dates may be changed by IPC through an RFP Addendum. All deadlines are as of 11:59 ET on the Due Date.

**1. BACKGROUND & PURPOSE**

Inclusive Prosperity Capital, Inc. (**IPC**) is issuing this Request for Proposals (**RFP**) to develop a list of prequalified law firms to provide legal services as it relates to the implementation of the federally funded 'Powering America Together' Solar for All program (**Program**).

IPC is the recipient of a \$249 million grant from the U.S. Environmental Protection Agency (**EPA**) Solar for All (**SFA**) fund. Through this grant, IPC is leading the Community Power Coalition's (**CPC**) Powering America Together program, a multi-state, multi-sector initiative to scale residential-serving community solar and multifamily residential solar deployment in low-income and disadvantaged communities.

IPC seeks experienced vendors for an array of activities related to legal services. Firms on this list of prequalified entities will be eligible to respond to work orders issued by IPC for services requested under this RFP.

**2. PROPOSAL GUIDELINES**

Any firm (**Respondent**) submitting a proposal in response to this RFP shall submit its proposal in a manner that conforms with the instructions and format specified within this RFP. Each proposal must be signed by an official agent or representative of the company submitting the proposal. Submissions received from firms after the proposal deadline will be deemed non-responsive.

This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (FAIN) 84087901 to Inclusive Prosperity Capital, Inc. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency.

### *Deadline for Written Questions*

Questions must be submitted to [procurement@inclusiveteam.org](mailto:procurement@inclusiveteam.org) by the Due Date for RFP Questions noted above. All questions must be submitted electronically in writing and limited to questions related to this RFP process and associated requirements. IPC will post answers to all relevant submitted questions on its website by the Due Date listed above. Additionally, IPC will post responses to the submitted questions as addenda to the RFP.

### *Submission Instructions*

Proposals will be accepted until 11:59 ET on the date that is the Proposal Deadline Due Date noted above. All proposals must be submitted to [procurement@inclusiveteam.org](mailto:procurement@inclusiveteam.org).

### *Addenda*

Addenda, if any, will be posted to the procurement opportunity on IPC's website. It is the duty of Respondent to check the website for any additions or deletions.

### *Eligibility Requirements*

To be eligible under this RFP, a Respondent must not:

- a) Be debarred or suspended, or otherwise ineligible for participation in Federal assistance programs;
- b) Have a real or perceived Conflict of Interest pursuant to 2 CFR 200.318(c);
- c) Be an entity owned by, controlled by, or subject to the direction of a government of a covered nation under 10 USC 4872(d);
- d) Be 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;
- e) Be an entity headquartered in a covered nation under 10 USC 4872(d); or
- f) Be a subsidiary of an entity described in c., d., or e.

### **3. SCOPE OF WORK/SERVICES**

IPC intends to procure the services of a law firm or law firms able to represent IPC in the implementation and execution of the Program. IPC anticipates contracting with multiple firms to ensure its legal needs are met.

IPC seeks proposals from attorneys or law firms with practice areas covering various energy transactions, regulatory, and other areas, including:

- Community Solar Project Finance (Debt)
- Affordable Multi-Family Housing Development & Finance
- Credit Enhancements

- Tax
- Government Awards
- Government Compliance, including:
  - Consumer Protection
  - Davis Bacon and Related Acts,
  - Build America, Buy America Act
- Environmental Protection Agency Law and Regulation
- Other legal services related to the IPC's role as a recipient

Deliverables and services to include:

- (a) Development (including template documentation) of financial products under the Program, including affordable multifamily housing and residential-serving community solar loans (predevelopment, bridge, construction, and permanent), credit enhancement structures (including loan guarantees, loan loss reserves, subordinated debt), tax equity, and third party-owned models (leasing and power purchase agreements);
- (b) Negotiation and execution of clean energy transactions under the Program, including affordable multifamily housing and residential-serving community solar loans (predevelopment, bridge, construction and permanent), credit enhancement structures (including loan guarantees, loan loss reserves, subordinated debt), tax equity, and third party-owned models (leasing and power purchase agreements);
- (c) Legal advice and support related to compliance with federal, state, and local regulatory requirements;
- (d) Legal advice and support related to business and organizational issues involving the structure, strategy, and operation of IPC under the Program;
- (e) Preparation of standard documents, contracts, and organizational materials for the Program;
- (f) Legal advice and support related to environmental, siting, and permitting matters for transactions under the Program;
- (g) Legal advice and support related to tax and tax credit matters, particularly energy related investment tax credits;
- (h) Such other legal advice and support relating to Program matters as may be requested by IPC.

### *Eligibility Requirement for Responding Legal Service Firms:*

- Attorneys must be licensed to practice within their state or jurisdiction of the United States.

### *Technical Approach and Scope Alignment*

Respondents should clearly describe how their firm will support IPC’s legal needs under the Program. Responses should explain how the team’s experience, services, and approach align with the chosen Scope(s) of Work. Please address the following areas:

- Understanding of the Program: Briefly describe your understanding of IPC’s role and goals under the Program, including relevant regulatory and compliance requirements (e.g., Davis-Bacon, Build America, Buy America, consumer protection, tax credits).
- Legal Services Approach: Explain how your firm would approach the key legal areas you are addressing in your response that are listed in the RFP (e.g., clean energy transactions, compliance, contracting, permitting, tax, regulatory advice). You may include tools, checklists, or templates used to support clients.
- Team and Availability: Identify key staff who would support IPC, their qualifications, and how your firm will respond to task orders and urgent requests.
- Compliance and Risk Management: Describe how you will help IPC maintain federal compliance, identify and manage risks, and avoid conflicts of interest.
- Innovation and Value-Added Services: Share any tools, systems, or services your firm offers that improve efficiency, promote equity, or expand access to legal support.

### **EVALUATION CRITERIA AND WEIGHTING**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
Letter of Transmittal	(Not Scored)
Organizational Background and Relevant Experience	45
Technical Approach and Scope Alignment	40
Cost Effectiveness	15
Forms	(Not Scored)
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### *Interviews or Presentations*

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

Should Respondent decline an invitation to participate in an interview or presentation or fail to show up for a scheduled interview or presentation, IPC may deem it non-responsive and disqualify Respondent from further consideration for addition to the prequalification.

#### **4. COST PROPOSAL**

Respondent shall provide a proposal focused on maximum value, innovation, and cost-effective implementation. Proposals should include an hourly rate by title and years of experience. An example, which is intended to be amended to reflect a Respondent’s actual team titles, experience, and rates, is provided below. Respondents may also propose alternate rate structures, including fixed-price contracts, fixed-ceiling-price contracts, or such other allowable method of price determination as may be reasonable for the services to be performed.

<b>Title</b>	<b>Experience (Years)</b>	<b>Rate</b>
Managing Attorney		
Managing Partner		
Partner		
Sr. Associate Attorney		
Associate Attorney		
Paralegal		
Legal Assistant		

Cost effectiveness will be evaluated on individuals’ rates as compared with market averages of those with commensurate experience combined with how the proposed hourly rates, fees structure, and value relate to the proposed services.

All rates shall be firm and not subject to increase during the period of this contract. Any assumptions or exceptions must be clearly documented in this portion of the proposal. IPC reserves the right to negotiate payment structure and schedule.

IPC may, “from time to time,” issue requests to the firms awarded under this prequalification RFP to respond to individual work orders. IPC work order requests may request services procured under this prequalification RFP on a fixed-fee or time and material type basis subject to the nature of the individual service requested.

#### *EPA Limits on Consultant Compensation*

By statute, EPA may not reimburse recipients for compensation they pay to individual consultants on an hourly, daily or other basis that has the effect of exceeding the amount paid to Federal employees at Level IV of the Executive Schedule (2 CFR 1500.10).

Contracts or subcontracts with multi-employee firms for services are not affected by the consultant compensation limitation in 2 CFR 1500.10 provided the contractor or subcontractor rather than the recipient selects, directs and controls individual employees providing consulting services.

## **5. PROPOSAL SUBMISSION FORMAT**

Proposals must be submitted electronically through IPC's official e-mail as indicated in Section 2. Respondents 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.

All responses should be uploaded as a single file in a portable document format (**PDF**).

### *Proposal Sections*

Each Proposal must include the following sections and include clear labeling:

- SECTION 0 – Letter of Transmittal
- SECTION 1 – Organizational Background, Experience, Team, and References
- SECTION 2 – Technical Approach and Scope Alignment
- SECTION 3 – Cost Effectiveness
- SECTION 4 – Required Forms

### *Contract Award Process*

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.

Upon notification of award, IPC will attempt to negotiate and execute contracts in accordance with federal regulations and IPC's policies and procedures. The highest ranked Respondents must be prepared to contract with the IPC. During the contract negotiation phase, IPC will make good faith efforts to negotiate contracts. In the event IPC and a Respondent selected for contract award cannot reach an agreement, IPC may formally end negotiations by written notification to that Respondent.

IPC anticipates that contractors prequalified under this RFP will contract for a term not to exceed **FOUR YEARS**. Contract terms may vary based on the scope of services.

### *Protest Process*

A protest may be filed by a prospective or actual Respondent alleging improprieties related to the issuance, evaluation, or disposition of this RFP. Protests must be filed by the proposal deadline or no later than five (5) business days of the date Respondent is notified of an award decision. A protest must be submitted via email to [sfa.appeals@inclusiveteam.org](mailto:sfa.appeals@inclusiveteam.org) and shall contain protesting party's name, organization, and contact details; the specific procurement action being protested and a detailed statement of the grounds for the protest; copies of any relevant documents or

evidence; and the specific relief or corrective action being requested from the date of the notification of award under this contract.

## **6. IPC GENERAL REQUIREMENTS, TERMS, AND CONDITIONS**

### *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 Respondent to 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.

### *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 Respondent's cost.

### *Procurement Rules*

Proposals must comply with the Uniform Grant Guidance as stated within 2 CFR 200, 2 CFR 1500, and all EPA procurement rules and guidelines. Each Respondent must present efficient and economical proposals to carry out the scope of work.

### *Proposal Representations*

By submitting a proposal, Respondent represents that all information contained in such proposal is factual and accurate. The proposal's content and all Respondent's written commitments, correspondence, and responses to questions regarding matters related to this RFP may be subject to reference in a future contract related to the Program.

### *Confidentiality and Non-Disclosure*

Respondent agrees to keep any non-public information about IPC and its CPC members confidential. In addition, Respondent agrees that it shall require any party working with Respondent in preparing a proposal to likewise keep all such non-public information confidential. IPC may require entry into a non-disclosure agreement.

### *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.

### *Termination*

IPC reserves the right to change or terminate 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.

### *Disqualifications*

Except as described within this RFP, Respondent may not contact any IPC employee or contractor about this RFP. Respondent 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.

### *Diligence*

IPC shall take measures as deemed necessary to determine the ability of 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 Respondent to furnish additional statements of qualifications.

### *Collusion*

IPC reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of 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.

### *Addenda*

Changes or revisions to this RFP package will be made through the issuance of 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 its response to this RFP.

### *Respondent Compliance*

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

### *Federal Funding*

Payment for services will be contingent on IPC receiving SFA grant funding from EPA.

### *Language*

For purposes of this RFP, 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.

## **7. FEDERAL REQUIREMENTS**

This RFP is subject to various federal contract provisions and requirements. [See Appendix II – Federal Contract Provisions](#) for some required provisions.

### *Governing Regulation*

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 and 2 CFR 1500 for procurements that are greater or anticipated to be 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.

### *DBE Participation*

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.

### *Forms*

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.

### *Required Contract Terms*

Contract terms and conditions will be negotiated upon selection of the highest-ranking proposals for this RFP. All contractual terms and conditions will be reviewed by IPC legal counsel and will include the scope, budget, schedule, and other necessary project items. Each contract will include the following required contract provisions found in [2 CFR 200 Appendix II "Non-Federal Entity Contracts Under Federal Awards."](#)

## **8. APPENDICES**

- I. IPC Doing Business Form
- II. Federal Contract Provisions

**APPENDIX I**  
**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 II**

### **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 Quote 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. 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.