Request for Proposals (RFP) Municipal Investment Fund Market-Building Activities Project RFP: 001-09-2025 September 25, 2025

Submittals due by: 4:00 pm (CST) on October 10, 2025

Request for Proposals: The Finance Authority of New Orleans ("**Finance New Orleans**" or "**FNO**"), a public trust created by the City Council of New Orleans under the provisions of the Louisiana Public Trust Code, is seeking to provide services for the Municipal Investment Fund (MIF) Market-Building Activities Project as detailed in Attachment "A" hereto. As provided below, and incident to FNO's Procurement Policies and Procedures, as may be amended, it requests proposals from experienced firms to provide the needed services. All solicitations will be conducted in accordance with 2 CFR 200.319 to ensure full and open competition.

<u>Instructions</u>: Respondents shall submit the following to Finance New Orleans, via email at <u>procurement@financeauthority.org</u>, not later than October 10, 2025 4:00 PM (CST). Hard copies or other electronic forms of submissions will not be accepted.

- a. Offeror shall provide a digitally signed proposal as a PDF file, marked with the Specific Services provided;
- b. Offeror shall also provide (as a PDF file) a signed cover letter including the company's name, address and primary contact for the proposal. The primary contact information shall include submitter's name, telephone, and email address.

Proposals should clearly demonstrate the applicant's proposals to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from FNO's website at https://financenola.org/who-we-are/.

FNO will not accept proposals submitted by fax. All proposals **must be received** by FNO at the email provided above on or before the deadline. FNO will not accept proposals delivered after the deadline. FNO will not credit delivery claims not clearly documented by original receipt.

This RFP will be publicly posted on Finance New Orleans (FNO) website and advertised in the Advocate. The RFP shall be open and competitive, and proposals will be evaluated solely on the factors identified in Attachment C.

Federal Procurement Method & SAM Registration

This procurement is conducted as a "competitive proposal" under 2 CFR 200.320(b)(2). Respondents must have an active SAM.gov registration and agree to comply with 2 CFR Part 200 (Uniform Guidance) and applicable EPA GGRF requirements. FNO will verify debarment/suspension status in

SAM.gov prior to award.

Anticipated Proposal Timetable

RFP Release Questions/Clarifications Due Responses to Questions/Clarifications Posted Proposal Submission Due Selection Committee Meeting Award Notification Contract Start Date Thursday, September 25, 2025 Wednesday, October 1, 2025 Friday, October 3, 2025 Friday, October 10, 2025 Wednesday, October 15, 2025 Monday, October 20, 2025 TBD If FNO identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract. The contract will contain the required contract provisions shown in Attachment "D".

- END OF SECTION -

Proposals MUST contain the following statement signed by the applicant or its authorized representative, "By responding to this RFP, I, the respondent, agree to FNO's Required Contract Provisions as provided in <u>Attachment "D"</u> and therefore waive any future right to contest the required provisions."

- 1. **Scope of Services**: <u>Attachment "A"</u> describes the needed services.
- **2. Submission Information**: Responses must be submitted in accordance with the instructions above and **Attachment "B"** of this RFP.
 - **3. Evaluation and Selection**: FNO will select the successful respondent(s) according to the procedures and criteria described in **Attachment "C"**.
- **4. Contracting:** FNO reserves the right to select multiple Contractors to perform any and/or all of the services requested herein. If FNO identifies a likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the required contract provisions shown in **Attachment" D"**.
- **5. Ownership**: All responses and all documentation submitted therewith are FNO property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.
 - FNO will not credit any blanket exemption claims lacking specific justification. FNO does not guarantee the confidentiality of submissions.
- **6. Public Access to Information/Confidentiality:** All information submitted in response to a solicitation issued by FNO shall remain confidential until after final approval and award is made.
 - Furthermore, Finance New Orleans shall not disclose information submitted to FNO in confidence in response to a solicitation, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.
- 7. **Effect**: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. FNO may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by FNO and the selected respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.
- **8. Additional Requirements:** FNO reserves the right to amend the instructions, requirements, general and special conditions, scope of work, and specifications of this RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all potential respondents who receive the RFP.
- **9. Proprietary Information:** Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a proposal

identified as such must be clearly marked as CONFIDENTIAL in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.

- **10. Cost of Preparing Responses:** FNO shall not be liable for any costs incurred by respondents prior to entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by FNO.
- 11. Errors and Omissions in Proposal: FNO shall not be liable for any errors in responses. FNO, at its option, has the right to request clarification or additional information from the respondents.
- **12. Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana.
- 13. Compliance with All Applicable Laws: Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFP response and at all times during the performance of any work pursuant to this RFP, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.
- **14. Insurance:** The selected respondent(s) will be required to provide and maintain the insurance coverage detailed below. Evidence of such coverage must be submitted using Attachment E, Certificate of Insurance Coverage, as part of the proposal submission package.

I. Requirements

- (a) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by FNO shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.
- (b) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. "CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE for general liability but are acceptable for professional liability policies.
- (c) The Executive Director & Chief Executive Officer and Finance New Orleans (FNO) are hereby named as an Additional Insured.

- (d) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.
- (e) The Contractor shall endorse their policies (as applicable) to provide Wavier of Subrogation Endorsement to include written contracts in favor of FNO, its elected and appointed Officials, Board, Committees, agents, directors, servants, employees and volunteers.

II. Types and Amounts

1) General Liability:

- (a) Commercial General Liability Form CG 00 01, or pre-approved alternative providing at least as broad coverage, insurance shall be written on an "occurrence" basis; with a minimal acceptable limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate;
- (b) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

Note: The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.

III. <u>General Specifications:</u>

- (a) Contractor's Liability Insurance: If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's noncompliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.
- (b) General Requirements:
 - (i) Proposals of Insurers:
 - 1. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A-VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211- 2296) as of the most current edition of A.M. Best's Key Rating Guide.
 - 2. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document,

the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to FNO. FNO reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

- (c) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership shall also be furnished.
- (d) Certificates of Insurance: The Contractor shall furnish to FNO Certificates of Insurance effecting coverages required in this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms that are to be received and approved by FNO. FNO reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
- (e) Objection by FNO: If FNO has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, FNO shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to FNO's objections within ten (10) days from the date of the letter request.
- (f) The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of FNO, the Contract, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.
- (g) No Waiver of Liability: Acceptance of evidence of the insurance requirements by FNO in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract.
- (h) The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by FNO is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.
- (i) No Recourse Against FNO: The insurance companies issuing the policies shall have no recourse against FNO for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
- (j) FNO's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, FNO, at its option, may purchase and maintain at FNO's expense its own liability insurance as will protect FNO against claims which may arise from operations under the Contract.

Point of Contact: All correspondence and other communications regarding this procurement may be directed by mail to the attention of: Finance New Orleans, Attention: Procurement Team, 201 St. Charles

Ave, Suite 4444., New Orleans, Louisiana 70170 or e-mail at procurement@financeauthority.org no later than (7) days before submittal deadline. Any request received after that time may not be responded to prior to the conclusion of this solicitation. In addition to the inquiry or question, the request shall contain the requester's name, e-mail address, and telephone number.

FNO will issue a public response to any inquiries that are related to the substance of this RFP, by written addendum to the Solicitation, posted on FNO's website, and issued at minimum 4 days prior to the Solicitation Due Date & Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addendums issued. Where there appears to be a conflict between this Solicitation and any addendum issued, the last addendum issued will prevail.

From the time of advertising, and until the final award, there is a prohibition on communication by Proposers (or anyone on their behalf) with FNO's staff and Board of Trustees. This does not apply to contract negotiations, or communications in writing at any time with any FNO employee regarding matters not concerning this Solicitation.

All communications shall be documented consistent with 2 CFR 200.318(i) to preserve procurement integrity.

Breaking the established prohibition on communication may result in a disqualification of you proposal.

- END OF SECTION -

Request for Proposals (RFP)

Municipal Investment Fund Market-Building Activities Project

RFP: 001-09-2025

September 25, 2025

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Attachment "A"

SCOPE OF SERVICES

About Finance New Orleans

Finance New Orleans is a quasi-governmental financial institution with a mission to improve the quality of life in the City of New Orleans by investing in affordable housing, economic development, and climate resilience projects that produce quality jobs and wealth for residents.

Finance New Orleans has narrowed down its focus for the Municipal Investment Fund grant into five categories: solar, energy storage, microgrids, resilience hubs, and building decarbonization. FNO has existing project pipelines and experience in solar, energy storage, microgrids, and resilience hubs, however the most market building activities will be needed around building decarbonization.

1 Project Overview

1.1 Purpose of RFP

The purpose of this Request for Proposals (RFP) is to solicit proposals from contractors to conduct Market Building Activities (MBA) and develop components of a Public-Private Partnership (P3) Plan to enable and attract sustainable investment in New Orleans.

This initiative will be funded through the Municipal Investment Fund (MIF) through the EPA's Greenhouse Gas Reduction Fund (GGRF), administered by ICLEI under the National Clean Investment Fund (NCIF) award. The MIF provided Finance New Orleans (FNO) up to \$250,000 in reimbursable grants to support Market Building Activities that accelerate deployment of clean energy projects in low-income and disadvantaged communities (LIDACs).

In March 2025, Finance New Orleans and the City of New Orleans applied for and were awarded a MIF grant from ICLEI- Local Governments for Sustainability U.S.A (ICLEI USA) to perform market-building activities necessary to develop a public-private partnership plan to accelerate the deployment of capital for National Clean Investment Fund (NCIF) Qualified Projects. Finance New Orleans is the City of New Orleans' partner for this grant and the lead MIF applicant.

This effort will advance the City's sustainability and resilience goals, enhance community resilience, and strengthen New Orleans' ability to mobilize private capital towards clean energy and climate adaptation projects. Finance New Orleans will evaluate proposals based on the listed evaluation criteria to select a single contractor or multiple contractors.

This project includes two Scopes of Work, as described in Sections 2.1 and 2.2. Proposers may submit proposals for one or both Scopes of Work.

This project is funded with federal funds from the EPA thus FNO and its contractors must abide by the Uniform Administrative Requirements at 2 CFR 200 and the NCIF Terms and Conditions, as applicable. The geographical scope of services will be within New Orleans city limits.

1.2 Project Goals

Selected Contractor(s) will conduct MBAs and deliver components of a final P3 Plan by April 1, 2026, which will better position New Orleans to attract funding for various projects through the NCIF and other funding sources. The Selected Contractor(s) will utilize rigorous research, best practices, and equitable engagement to deliver reports that meet FNO's goals and support the development of the City of New Orleans' and Finance New Orleans' Phase II MIF grant application due March 2026.

1.3 Required Deliverables and Compliance

Public-Private Partnership Plan Components At a minimum, the PPP Plan must include the following components as outlined in the MIF Appendix A:

- Vision and Objectives
- Plan Description
- Public-Private Partnerships
- Description of Policy Interventions
- Financing Structure
- Monitoring and Evaluation
- Community and Economic Benefits

Project Pipeline Requirements

• Identify a Project Pipeline of potential NCIF Qualified Projects in accordance with the template provided in MIF Appendix B, including estimated implementation timelines (short-term, medium-term, long-term)

Federal Compliance Requirements

 Projects that ultimately receive NCIF funds must comply with federal laws, regulations, and policies, including Davis-Bacon Related Acts and the Build America, Buy America Act

Policy Coordination

- Coordinate with existing City of New Orleans policies and programs, particularly the Climate Action Plan, and relevant Louisiana state clean energy initiatives
- Include summary information of relevant local and state policy incentives and programs that support NCIF
 Qualified Project origination

V. Proposal Links: The following links are provided to help further inform potential proposers about the project:

- Link A: ICLEI USA Municipal Investment Fund RFP
- Link B: <u>Public-Private Partnership Plan template</u> (MIF Appendix A) (Note: this is the key contract deliverable that Finance New Orleans must provide to ICLEI/CGC. The Public-Private Partnership Plan is inclusive of Appendices A and B of ICLEI USA's MIF RFP. CGC and ICLEI USA will provide additional guidance during the grant period related to completing the required plan and pipeline submission)

- Link C: <u>Project Pipeline template</u> (MIF Appendix B)
- Link D: EPA and NCIF flowdown terms and conditions for all contractors and vendors

Additional Resources

- ICLEI USA's MIF website
- <u>City of New Orleans Climate Action Strategy</u> (Note: The Public-Private Partnership Plan will be developed in alignment with and to advance the goals outlined in the City's Climate Action Strategy)

2 Scope of Work and Deliverables

Although each Scope of Work will be independently considered and scored, the products from each Scope will directly feed into the other's work products, and therefore vendors should be prepared to collaborate, exchange information, and generally inform each other as work progresses. Deliverables will include:

2.1 Scope of Work A - Market Building Activities and Community Engagement

The outcome of this scope will be components of a Public-Private Partnership Plan that clearly articulates an actionable and concrete approach to building markets for clean energy in New Orleans, with an emphasis on LIDACs.

Market Research:

- Conduct comprehensive market research to identify specific barriers preventing New Orleans projects and stakeholders from accessing capital and financing for projects including NCIF investment
- Analyze existing financing gaps in the local clean energy market, with particular focus on low-income and disadvantaged communities (LIDACs)
- Assess current market conditions for solar, energy storage, microgrids, resilience hubs, building decarbonization

Stakeholder Engagement:

- Organize and facilitate a minimum of four stakeholder engagement sessions with key market participants, including contractors, developers, financial institutions, community organizations, and residents
- Create a strategic communications plan with tailored outreach approaches to maximize participation across all stakeholder categories, with particular emphasis on contractor engagement
- Create accessible communication pathways and structured feedback mechanisms to sustain stakeholder involvement and input collection

Opportunity Analysis

- Support the refinement of existing Finance New Orleans existing tools and the creation of new products.
- Create contractor and developer capacity building program to prepare local businesses for NCIF and other clean energy financing opportunities
- Identify policy considerations and potential barriers that may emerge through stakeholder engagement

Project Type Prioritization

- In consultation with FNO, prioritize projects within the five focus areas based on feasibility, community impact, and potential for returns on investment
- Analysis should incorporate conversations with the Scope B Vendor about potential and recommended financial tools

2.2 Scope of Work B - Financial Product Development, Pipeline Development and Policy Analysis

The objective of this scope is to produce a prioritized list of financial products that will maximize chances for success of the recommended project types within New Orleans' five focus areas and a pipeline of actual projects. This should include a research phase and ultimately a curated list of recommended financing tools and a project pipeline.

Research and Analysis Consideration of Scope A Outcomes

- Review existing market research and findings provided by market building activities in Scope A
- Analyzing the markets, project types, and potential beneficiaries identified during stakeholder engagement in Scope A

Financial Product Development:

- For each financing tool, provide detailed analysis including: Financial Description, Benefits and Disadvantages to Project Owner, Community Benefits or Disadvantages, Technology or Market Considerations, Ease of Use, and Legal Considerations
- Develop menu of financing mechanisms tailored to New Orleans market conditions, including but not limited to: local tax incentives, municipal bonds, and blended finance structures
- Analyze existing city, state, and federal financial programs and identify opportunities for enhancement or gap-filling
- Conduct market research on the local and national lending ecosystem for New Orleans projects to identify barriers and determine what supports could facilitate project financing
- Design capital stack models showing how different funding sources (grants, loans, tax credits, private equity) can be layered for priority project types in New Orleans context
- Research and recommend policy interventions to support project development and reduce costs
- Create monitoring and evaluation framework for tracking project outcomes including GHG reductions, job creation, and community benefits
- Develop methodology for quantifying community and economic benefits of clean energy investments

Final Financing Recommendations:

- Working collaboratively with FNO and the Scope A Vendor, facilitate a process to select and prioritize financing products
- Produce detailed analysis of all curated products and recommendation for priority financing products

Project Pipeline:

• Support the creation of a Project Pipeline comprising potential NCIF Qualified Projects in accordance with the template provided in MIF Appendix B, including key metrics such as expected capital mobilization ratio and estimated annual emissions reduction

• Identify recommended next steps for further evaluating and developing the Project Pipeline.

2.3 Integrated Deliverables (if awarded to single contractor)

If awarded to a single contractor, the selected contractor will be responsible for integrating findings from both scopes of work outlined above (A and B) and delivering:

- Coordinated timeline ensuring community engagement findings inform financial product development
- Integrated final public private partnership plan that synthesizes community input with financial recommendations
- Unified set of recommendations that reflect both community needs and financial feasibility
- Pipeline of National Clean Investment Fund (NCIF) eligible projects for solar, energy storage, microgrids, resilience hubs, building decarbonization
- Project deliverables must be formatted for integration into ICLEI Appendix A and Appendix B (project pipeline). (Note: Finance New Orleans will be compiling the complete appendices with additional projects, but contractor contributions must align with ICLEI formatting requirements.)

3 Project Timeline

The timeline and deadlines for this RFP are as indicated below and may be modified at the discretion of Finance New Orleans. An addendum will be issued in the event of any scheduling changes prior to award.

Milestone	Date
Deadline to Submit RFP Proposal	October 10, 2025
Selected Contractor Announced	October 20, 2025
Community Engagement Draft Due	November, 2025
Financial Advisory Draft Due	December, 2025
Final Deliverables	February 15, 2026

- END OF SECTION -

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September 25, 2025

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Attachment "B"

SUBMISSION OF INFORMATION

All Respondents must submit the following:

Introduction: This section should serve to introduce the firm and acknowledge the scope of the proposal. It should include administrative information including, at a minimum, its full legal name, date of establishment, license number(s), federal tax identification number, type of entity and business enterprise, short history, current ownership structure and any recent or materially significant proposed change in ownership. The firm should also include the stipulation that the proposal is valid for a time period of at least ninety (90) days from the date of submission.

This section MUST also contain the following statement signed by the applicant or its authorized representative,

"By responding to this RFP, respondent agrees to FNO's Required Contract Provisions as provided in Attachment "D" including the Federal Requirements and Flow-Down Clauses, and therefore waives any future right to contest the required provisions."

Approach: This section should describe your overall approach, plans, and proposals, including relevant expertise and experience, for accomplishing the specific services described in **Attachment A** of this RFP.

Key Staff: In this section, provide the names of the key staff (yourself and/or other staff from your firm) who would provide services to FNO, give a description of each staff member's experience and Proposals, indicate probable areas of responsibility in providing services to FNO. While it is recognized that there could be substitutions and changes to staff assigned to FNO over time, the respondent should suggest the key staff member(s) who will lead the relationship for the firm.

References: List three references specializing in each area for which you are applying.

Fees: Use this section to describe the fee structure upon which your firm would base its charges to FNO. Please provide hourly rates for each role/title proposed on the project in the Approach section. *Note: Proposed fees should be valid for a minimum of 90 days upon receipt*

Disadvantaged Business Enterprises (DBE): FNO seeks to extend subcontracting opportunities to City of New Orleans certified DBEs in order to promote their economic growth. A DBE contract **goal** of thirty-five percent (35%) has been established for this contract. All firms should complete and submit the DBE participation form (**Attachment G**) and address the following:

- a. The names and address of all DBE firms that will participate in the contract;
- b. The commitment of the participation of each DBE firm participating in the contract on a basis of the percentage of the total dollar value of the contract;
- c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
- d. If the contract goal is not met, evidence of best efforts.

Minority and Women's Business Participation (Federal Requirement): - In addition to FNO's DBE participation goal, FNO will take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Please use this section to describe any DBE/MBE/WBE participation and outreach in their proposals. Contractors must maintain documentation of good-faith efforts consistent with 2 CFR 200.321.

Conflict of Interest Form: The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and FNO and their respective employees in the attached Conflict of Interest Disclosure Affidavit (<u>Attachment F</u>). If questions arise about potential conflicts of interests, please contact FNO prior to submitting proposal.

-END OF SECTION-

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Attachment "C"

EVALUATION AND SELECTION

This RFP is being issued to provide Municipal Investment Fund Market-Building Activities Project.

Proposals will be evaluated based on the proposals and experience of the individual or firm, as well as the proposed fee structure and terms of service. Shortlisted candidates may be invited for interviews or additional discussions.

FNO reserves the right to accept or reject any proposal, in whole or in part, and to negotiate with any proposer. The agency also reserves the right to cancel or modify this RFP at any time without prior notice.

The Executive Director & Chief Executive Officer of FNO will establish the Evaluation Committee based on relevant subject-matter expertise in clean energy and related market building activities in the New Orleans market.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms who qualify in the competitive range only and will be the basis for ultimate contract award. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During **Stage I of the evaluation process**, each proposal will be evaluated and scored by the Evaluation Committee. Scoring will be based on the evaluation criteria and associated points shown below. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process may entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of FNO's requirements with respect to this RFP, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms, if applicable.

FNO will award a contract(s) resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, technical, price and other factors specified herein considered. FNO reserves the right to make contract award without negotiations, and to make no award or decline to enter negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period.. FNO may exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process, where a contract award may be based on initial proposals received.

Evaluation Category	Associated Points
Qualifications	25
Technical Proposal	35
Experience (including MIF or similar grant programs such as those administered by EPA)	25
Cost: Proposal Pricing	15
Total	100

Additional Federal Compliance Checks

- Federal responsibility check (pass/fail): Offeror must not be suspended or debarred from doing work on contracts supported with federal funds (SAM.gov verification).
- Cost reasonableness (scored within Cost competitiveness): Fees will be evaluated for fairness and reasonableness per 2 CFR 200.404; FNO may request detailed cost breakdowns to support analysis.

During the review of any Submission, the Evaluation Committee may:

- Conduct reference checks relevant to the Project with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Submissions;
- Seek clarification of a Submission from any or all Respondents and consider such supplementary information in the evaluation of Submissions; and
- Request interviews/presentations with any, some or all Respondents or Team Members to clarify any questions or considerations based on the information included in Submissions during the evaluation process and consider any supplementary information from interviews/presentations in the evaluation.

- END OF SECTION -

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Attachment "D"

CONTRACT TERMS AND CONDITIONS

- 1. <u>NON-DISCRIMINATION</u>. In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of FNO working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- 2. EQUAL EMPLOYMENT OPPORTUNITY. In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- 3. **INDEMNIFICATION**. The Contractor shall indemnify and hold FNO harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against FNO for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold FNO harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligations under this Contract.

4. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.

Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in LA. R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that Finance New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of LA. R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of FNO for the purpose of Worker's Compensation coverage.

5. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION

COVERAGE. The Contractor herein expressly declares and acknowledges that it is an independent contractor, and, as such, is being hired by FNO under this Contract for Hire as noted and defined in LA.

R.S. 23:1472(E), and, therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by FNO over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of FNO's usual business; and
- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of FNO for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

- **6. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS**. It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from Finance New Orleans.
- 7. **EXCLUSIVE JURISDICTION AND VENUE**. For all claims arising out of or related to this Agreement, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.
- **8. CHOICE OF LAWS**. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.
- **DURATION**. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.
- **10. EXTENSION**. This Contract may be extended at the option of FNO, and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by FNO for two (2) additional one-year terms.

- **11. TERMINATION FOR CONVENIENCE**. FNO may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of FNO's intention to terminate at least thirty
- (30) days before the date of termination.
- **TERMINATION FOR NON-APPROPRIATION**. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and FNO will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.
- **TERMINATION FOR CAUSE**. FNO and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Contract or the failure of any representation or warranty in this Contract.
- **14. SUSPENSION**. FNO may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from FNO.
- **15. CONFLICT OF INTEREST**. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of FNO, and in recognition of the Contractor's responsibility to FNO, the Contractor agrees to decline any offer of employment if its independent work on behalf of FNO is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify FNO and provide full disclosure of the possible effects of such employment on the Contractor's independent work on behalf of FNO. Final decision on any disputed offers of other employment for the Contractor shall rest with FNO.
- **16. NON-SOLICITATION**. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.
- 17. <u>AUDIT AND INSPECTION</u>. The Contractor will submit to any FNO audit, inspection, and review and, at FNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for FNO.
- 18. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, FNO may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

- 19. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT. No elected official or employee of FNO shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by FNO and shall entitle FNO to recover, in addition to any other rights and remedies available to FNO, all monies paid by FNO to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.
- **20. PROHIBITION ON POLITICAL ACTIVITY.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 21. <u>SUBCONTRACTOR REPORTING</u>. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for FNO. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with FNO, the Contractor must provide notice to FNO within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, FNO may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.
- **22. NON-EXCLUSIVITY**. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to FNO's approval of any potential conflicts with the performance of this Contract and FNO may engage the services of others for the provision of some or all of the work to be performed under this Contract.
- **23. CONVICTED FELON STATEMENT**. No principal, member, or officer of the Contractor has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- **24. ASSIGNABILITY**. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of FNO.
- **25. TERMS BINDING**. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.
- **26. AMENDMENT**. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.
- **27. NO THIRD- PARTY BENEFICIARIES**. The Contract is entered into for the exclusive benefit of FNO and the Contractor, and FNO and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.
- **28. SEVERABILITY**. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision

was never a part the Contract.

- **29. CONSTRUCTION OF AGREEMENT**. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against FNO or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender include the neutral and other gender.
- **30. SURVIVAL**. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.
- **31. NON-WAIVER**. The failure of FNO to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of FNO's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
- **32. REMEDIES CUMULATIVE.** No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.
- **33. MANDATORY LANGUAGE.** All contracts and subcontracts shall have the following language inserted:

"All members of the Board of Trustees and all of the officers and employees of Finance New Orleans (FNO) are subject to the provisions of the Louisiana Code of Governmental Ethics (See LSA-R.S. 42:1101, et seq.). The LA Code of Governmental Ethics contains broad prohibitions covering potential conflicts of interest.

If you have any questions or concerns about any aspect of the LA Ethics Code you should contact immediately either:

- 1. FNO staff; or
- 2. The staff of The Commission on Ethics for Public Employees at (504) 765-2308.

Contractors and parties to sub-agreements shall notify FNO in writing of any request or solicitation by a Board member or employee which violates or is contrary to the LA State Code of Governmental Ethics, FNO's Procurement Policy or otherwise has the appearance of undue influence."

34. FEDERAL REQUIREMENT AND FLOW-DOWN CLAUSES

This Contract is funded in whole or in part with federal funds. The following provisions are incorporated and must be flowed down to all subcontracts as required by 2 CFR Part 200, Appendix

II, and other applicable federal authorities:

- 1) Equal Employment Opportunity (41 CFR 60-1.4).
- 2) Davis-Bacon Act (40 U.S.C. 3141–3148), if applicable to construction work > \$2,000.
- 3) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) for contracts > \$100,000 involving laborers/mechanics.
- 4) Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401), if applicable.
- 5) Clean Air Act (42 U.S.C. 7401–7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251–1387) for contracts > \$150,000.
- 6) Debarment and Suspension (2 CFR 180; 2 CFR 200.214): Contractor certifies neither it nor its principals are suspended/debarred; FNO will verify in SAM.gov.
- 7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352; 2 CFR Part 200, Appendix II): For awards > \$100,000, Contractor shall provide required lobbying certification and disclosures.
- 8) Procurement of Recovered Materials (2 CFR 200.323): For applicable purchases > \$10,000, Contractor shall comply with EPA guidelines on recycled content.
- 9) Access to Records and Audits (2 CFR 200.337): Contractor grants FNO, the federal awarding agency, Inspectors General, and the Comptroller General the right of access to pertinent records for audit, examination, and inspection.
- 10) Record Retention (2 CFR 200.334–.336): Contractor shall retain records as required and make them available upon request.
- 11) Procurement Recordkeeping (2 CFR 200.318(i)): FNO will maintain records sufficient to detail the history of this procurement, including but not limited to cost estimates, solicitation and evaluation records, contractor selection or rejection, and the basis for contract award. Such records shall be retained consistent with 2 CFR 200.318(i).
- 12) Termination (2 CFR 200.340–.342): This Contract is subject to termination for cause and for convenience consistent with federal requirements, in addition to FNO's termination rights stated herein.
- 13) Domestic Preferences for Procurements (2 CFR 200.322), where applicable.

Additional Compliance

Cost Principles & Reasonableness

Contractor shall maintain cost and price data sufficient for FNO to determine reasonableness per 2 CFR 200.404 and shall cooperate with any cost reviews.

35. DEBARMENT CERTIFICATION CLAUSE

Contractor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and shall notify FNO immediately of any change in status.

36. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

37. ANTI-LOBBYING

For contracts exceeding \$100,000, Contractor shall submit the certification regarding lobbying and, if applicable, <u>Standard Form LLL (Disclosure of Lobbying Activities)</u>.

-END OF SECTION-

Request for Proposals (RFP) Municipal Investment Fund Market-Building Activities Project RFP: 001-09-2025 September 25, 2025 Submittals due by: 4:00 pm (CST) on October 10, 2025

Attachment "E"

Application Submitted By

written notice to FNO.

of any specified written authority from FNO.

whether specifically written therein or not.

(Name of Firm):

CERTIFICATE OF INSURANCE COVERAGE

,				
Name of Surety Company:				
Name of Surety Agent:				
Surety Agent's Phone:				
The below signed hereby certifies the	following inform	ation to be true and o	correct.	
Type of Coverage/	Policy or	Actual Limits	Expiration	
Minimum Required Limits	Binder #		Date	
Professional Liability/				
\$1,000,000 Occurrence;				
\$2,000,000 Aggregate				
Check the appropriate box(es) l ☐ Limits on above policy will be incre ☐ Above policy now in effect ☐ Policy will be obtained before cont	eased			
The following additional clauses shall	l be considered a	part of the above pol	icv(s), the same as if s	pecifi
written therein, as pertains to the abo	-	· -	, (-,,	L
I. The Executive Director & Chief Ex			ans (FNO) are	
hereby named as an Additional Ir			()	
2. The Policy(s) cannot be reduced o		it at least forty-five (45) days prior	

FNO is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. FNO bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award,

3. The insurance company is prohibited from pleading government function in the absence

4. The Policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera, which are normally covered while performing work under the above contract,

and a copy of binder or certificate will be document shall be legally binding as a Co	sent directly to FNO. A properly executed copy of arrier Certificate of Insurance Form.	of this
Authorized Agent's Signature	Date	
	-END OF SECTION-	

Request for Proposals (RFP) Municipal Investment Fund Market-Building Activities Project RFP: 001-09-2025 **September 25, 2025** Submittals due by: 4:00 pm (CST) on October 10, 2025

Attachment "F"

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

CTATE OF LOUICIANA

STATE OF LOUISIANA	
PARISH OF	
Before me, the undersigned authority, duly sworn, deposed and said that:	came and appeared, who, being first
I. He/She is the	and authorized representative of
	, hereafter called "Respondent."
2. The Respondent submits the attach	ed RFP Response in response to the (insert name of solicitation).
connection with this solicitation whice contract, including any familial or subcontractors, and their principals have	that a conflict(s) of interest exists/does not exist/may exist in the might impair Respondent's ability to perform if awarded the business relationships that the Respondent, the proposed ave with FNO Trustees, officers and employees. (If a conflict(s) of the in a letter the nature of the conflict, the parties involved and why this form). Respondent Representative (Signature)
	(Print or type name)
	(Address)
Sworn to and subscribed before me,	, Notary Public, thisday of, 20_
Notary Pub	lic (signature) Notary ID#/Bar Roll #

of

Request for Proposals (RFP)

Municipal Investment Fund Market-Building Activities Project
RFP: 001-09-2025
September 25, 2025
Submittals due by: 4:00 pm (CST) on October 10, 2025

Attachment "G"

DBE Participation Form

Name of DBE Fir	m:		
DBE Firm Owner	or Contract:		
Telephone:		Fax:	
Email:			
DBE Type:		DOTD/LAUCP Certified:	Other:
	Work Attached. Proposed DI	BE%	
Scope of Work: D	escribe the work to be perfo	ormed by the DBE firm.	

-END OF SECTION-

Request for Proposals (RFP)

Municipal Investment Fund Market-Building Activities Project

RFP: 001-09-2025

September 25, 2025

Submittals due by: 4:00 pm (CST) on October 10, 2025

Attachment "H"

Federal Certification

As a condition of award, all Respondents must complete and sign the following federal certifications. These forms must be submitted with the proposal. Failure to submit signed certifications may result in disqualification.

H-1. Debarment & Suspension Certification

(2 CFR 180; 2 CFR 200.214)

The Contractor certifies that neither it nor its principals:

- Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
- **o** Will notify FNO immediately if its status changes during the term of the contract.

☐ I certify that the above statements are true and correct.
Contractor Name: SAM.gov Unique Entity Identifier (UEI): Authorized Representative:
Signature:
Date:
H-2. Anti-Lobbying Certification
(Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352; 2 CFR Part 200, Appendix II)
The Contractor certifies that:

• No federal appropriated funds have been paid or will be paid, by or on behalf of the

Contractor, to any person or entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this contract.

If any non-federal funds are used for lobbying activities, the Contractor will

complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with its instructions. ☐ I certify that the above statement is true and correct. Contractor Name: _____ Authorized Representative: _____ Signature: _____ Date: _____ H-3. Procurement of Recovered Materials Acknowledgment (2 CFR 200.323; Section 6002 of the Solid Waste Disposal Act) The Contractor acknowledges that it will comply with Section 6002 of the Solid Waste Disposal Act and the Environmental Protection Agency (EPA) guidelines for the procurement of recovered materials, as applicable to purchases in excess of \$10,000. ☐ I acknowledge and agree to comply. Contractor Name: _____ Authorized Representative: _____ Signature: _____ Date: _____

-END OF SECTION-