



+1 (202) 987 3770

strongertogether@justiceclimatefund.org

www.justiceclimatefund.org

910 17th Street, NW, Suite 820
Washington, DC 20006



Justice Climate Fund Request for Proposals (RFP) for HR Services

SUMMARY: Justice Climate Fund (JCF) has initiated a Request for Proposal (RFP) process to identify a HR provider/s that will assist JCF with HR-related areas such as payroll, benefits, and risk management as it relates to fulfilling its obligations and commitments under the Environment Protection Agency’s (EPA) Greenhouse Gas Reduction Fund (GGRF) Clean Communities Investment Accelerator (CCIA) program. JCF invites proposals from organizations nonprofit and government regulatory matters expertise in connection with the EPA’s CCIA grant award. A description of our organization, services needed, and other pertinent information follows.

DESIGNATED RFP CONTACT: All correspondence for this RFP should be directed to:

Justice Climate Fund

Email: coalitionsupport@justiceclimatefund.org

cc: Sampriti Ganguli (sganguli@justiceclimatefund.org)

RFP SUBMISSION INSTRUCTIONS:

Email the entire proposal as a single-document attachment by July 15, 2024, at 11:59 PM Eastern Time to “coalitionsupport@justiceclimatefund.org”. The proposal must be written in English, and submitted by email. For questions regarding this request for proposals, please send an email to coalitionsupport@justiceclimatefund.org.

REQUEST FOR PROPOSALS SCHEDULE:

| | |
|--|--|
| Release of Request for Proposals | June 24, 2024, 5:00 pm ET |
| Deadline for Submission of Questions | July 1, 2024, 5:00 pm ET |
| Deadline for JCF to Respond to Questions | July 5, 2024, 5:00 pm ET |
| Submission of Proposals (date and time) | July 15, 2024, 11:59 pm ET |
| Announcement of Selections | July 19, 2024 |
| Anticipated Contract Start Date | August 5, 2024 |
| Anticipated Contract End Date | September 30, 2030 (6-year performance period) |



ORGANIZATION DESCRIPTION

[JCF](#) is a nonprofit financial institution created to scale the nationwide deployment of affordable, equitable clean energy improvements for disadvantaged American families, businesses, and communities. JCF achieves its mission by enabling and deploying capital through America's Main Street financial institutions — the very community lenders that have delivered, for decades, financial opportunity, security, and prosperity to struggling Americans. JCF's network of community lenders pioneered community-based lending. By focusing on communities, JCF will enable American families, communities, and businesses to save money and deliver a greener, cleaner, safer, and more inclusive future for us all. Through the CCIA program, JCF will equip community lenders with new skills, tools, and relationships to successfully deploy affordable, responsible green lending in communities across the country, especially those that are low-income and disadvantaged.

Clean Communities Investment Accelerator (CCIA):

Under the \$6 billion Clean Communities Investment Accelerator, JCF (along with four other selected applicants) will establish hubs that provide funding and technical assistance to community lenders working in low-income and disadvantaged communities, providing an immediate pathway to deploy projects in those communities while also building the capacity of hundreds of community lenders to finance projects for years. Each of the selectees will provide capitalization funding, technical assistance sub-awards, and technical assistance services so that community lenders can provide financial assistance to deploy distributed energy, net-zero buildings, and zero-emissions transportation projects where they are needed most. 100% of capital under the CCIA is dedicated to low-income and disadvantaged communities (LIDAC.) [JCF was selected for a \\$940 million award](#) to provide responsible, clean energy-focused capital and capacity building to community lenders across the United States.

SCOPE OF WORK

The scope of work entails the engagement of an outsourced HR provider/s to provide a range of human resources management services across several practices, including benefits administration, payroll and tax processing, compliance management, and risk management. The selected HR provider/s will provide ongoing support and guidance to facilitate successful implementation, addressing any challenges that may arise and ensuring alignment with organizational goals and objectives, especially those with personnel implications. Core activities may include:

1. Employee Benefits

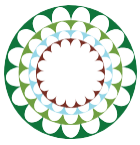
JCF requires HR providers with extensive experience administering employee benefits, such as health insurance, retirement plans, and time off policies. The selected HR provider will be expected to show a deep understanding of benefits plan sponsorship and a track record of success in navigating the benefits marketplace and achieving favorable outcomes for clients.

- **Group Benefits & Insurance:** Help JCF attract and retain the best talent with access to cost-effective and comprehensive employee benefits package.
- **Benefits Administration:** Manage full-scope of administrative responsibilities to ensure a simplified and automated experience for our employees.

2. Payroll Administration

JCF is seeking a dedicated and experienced HR provider to manage payroll and tax processing, including calculating and issuing paychecks, withholding and depositing employment taxes, and preparing and filing tax forms. The selected HR provider will have experience in payroll compliance supporting a remote, national organization. The scope of expertise includes, but is not limited to, the following areas:

- **Time & Attendance Tracking:** Providing support to help meet compliance requirements and track



the data and documents needed for auditors.

- **Employee Self-Service:** Provide employees with options to take care of tasks themselves, such as enrolling in benefits or updating personal information.

3. Compliance & Risk Management

JCF requires dedicated HR support with expertise in nonprofit, federal grants management, and government regulatory practices to navigate the complex regulatory landscape and ensure compliance with applicable laws and regulations. The selected HR provider will be expected to demonstrate a deep understanding of employment law, regulatory claim administration, and industry best practices.

- **Workers Compensation Insurance:** Managing employee insurance policy coverage by state.
- **State Unemployment Insurance:** Managing the latest SUI regulations to provide insurance coverage needs.
- **Employee Handbook and Policies:** Drafting and reviewing employee handbooks, policies, and onboarding documentation to ensure clarity, consistency, and compliance with legal requirements.
- **Employee Leave and Accommodation Rights:** Supporting employee leave entitlements, reasonable accommodations for disabilities, and compliance with relevant laws such as the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA).

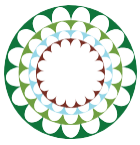
BUDGET

- We do not have a firm budget for this scope of work and look forward to the market helping to inform the cost estimate.
- We plan to issue one award to one organization, and we are open to different billing structures, including fixed price, cost reimbursement (with profit margin negotiated), and time and materials.
- If cost reimbursement or time and materials methodology is chosen, please provide a detailed build-up of your proposed cost.
- Budget will be subject to terms and conditions negotiated with EPA.

PROPOSAL MATERIALS

Responses should include:

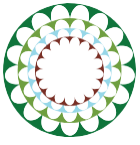
1. Cover Letter – on company letterhead (should include the name, title, address, telephone number, and e-mail address for point of contact for the respondent organization).
2. Qualifications – include the contractor’s qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Experience should include examples of conducting similar or related work.
3. Project Approach – narrative of contractor’s proposed approach, including:
 - a. The process and specific activities to be conducted to achieve the stated goals.
 - b. A timeline for the activities.
 - c. Milestones and a detailed list of deliverables tied to activities.
 - d. A detailed budget for each task, along with a proposed payment schedule tied to
 - e. project milestones or deliverables (if applicable).
 - f. Project Budget – detailed submission and/or labor rate or price listing of all rates for all individuals who will work on the project (if applicable).
4. Engagement Team – resumes and bios for individuals we will be working with on a day-to-day basis, including information about experience with similar projects and professional qualifications.
5. Approach to diversity, equity, and inclusion practices.



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6. References – based on the past projects identified in the qualification form, attach current contact information of clients for whom similar services were provided (no more than three).
7. Disclosure and Certifications
 - a. Indicate whether you are presently engaged or plan to be engaged with any other recipient of Greenhouse Gas Reduction Fund dollars;
 - b. Conflicts of Interest Statement (see below section on Conflicts of Interest);
 - c. Lobbying Certification (see below section on Byrd Anti-Lobbying Amendment).

| Selection Criteria | Max Points |
|--|------------|
| <p>MANDATORY CRITERIA: Proposals will not be considered for evaluation without meeting all of the following mandatory criteria:</p> <ol style="list-style-type: none"> A. Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition. B. Independent. C. No record of substandard work. | 25 |
| <p>TECHNICAL CRITERIA: Those proposers who have met each of the criteria above will be evaluated on the following criteria:</p> <ol style="list-style-type: none"> A. Responsiveness of the proposal in clearly stating an understanding of the work to be performed. <ol style="list-style-type: none"> 1. Comprehensiveness of the services-to-be performed/ scope of work. 2. The proposer has prior experience working on similar projects. 3. The proposer has prior experience working with similar organizations. 4. Quality of submitted work samples. B. Firm's technical experience. <ol style="list-style-type: none"> 1. Satisfactory completion of HR services of the type under consideration in the proposal. 2. Demonstrates an understanding of the project objectives and desired results. 3. Illustrates an approach to the scope of work that will likely lead to successful results. 4. Illustrates the contractor's ability to successfully execute the proposed approach. 5. Details project activities and milestones, or deliverables, associated with each stage of the scope of work. 6. The work can be completed within the required project timeline. C. Qualifications of proposed staff. <ol style="list-style-type: none"> 1. Qualifications of staff. 2. Experience working across the aforementioned areas. 3. Experience providing HR services to similar entities. D. Firm's commitment to justice and equity Evidence of firm or individual commitment to justice and equity through diversity plans, past performance with diverse businesses, and commitments to diversity and inclusion initiatives. | 50 |
| <p>COST CRITERIA: Reasonableness of proposed cost (considering hourly billing rates, number of audit hours, out-of-pocket expenses, and total proposed cost).</p> <ol style="list-style-type: none"> A. The proposal includes a detailed budget for each stage of the scope of work. B. The proposed costs are reasonable. C. The proposed changes to JCF's standard contract terms and conditions are acceptable. | 25 |
| Total Points (max) | 100 |



Attachment A - Required Terms and Conditions for Contracts Supported by Federal Funds

The following terms and conditions are required to be included in any contract(s) awarded as a result of this solicitation that are supported by federal funds, in whole or in part, during the life of the contract(s). As used herein, “Contractor” shall refer to the selected Proposer, and “contracting entity” shall refer to JCF.

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:
 - a. “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.
 - b. “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)

Contractors that apply or bid for an award exceeding \$100,000 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 firm 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 must 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 non-Federal award.

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.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF \$100,000 WHEN LABORERS OR MECHANICS ARE USED)⁵

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



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permit any such laborer or mechanic, in any workweek in which he or she is employed on that work, to work more than 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.

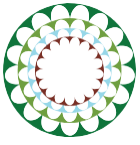
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor shall be liable to the affected employee for the unpaid wages. In addition, such Contractor and 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 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 paragraphs (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.

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 and/or video recordings, and architectural 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,



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procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any Inflation Reduction Act (IRA) requirements and guidance established by the United States Department of the Treasury and/or the EPA for IRA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law, Greenhouse Gas Reduction Fund, and Urban Area Security Initiative (UASI) funding.

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

Contractor and any sub-contractor are each 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).

(1) 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).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) 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.

PUBLICATIONS CLAUSE (FOR INFLATION REDUCTION ACT “IRA” FUNDS)

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.” This requirement is subject to change based on the requirements of EPA.

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

Contracts or agreements for the substitution of parties, assignment, or 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, in accordance with the OMB guidelines at 2 C.F.R.



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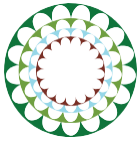
Part 180.

2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. 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. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

AUDITS

The sub-recipient must submit the audit to the recipient within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier. As provided in 2 CFR 200.337(a) the recipient must provide EPA, the EPA Office of Inspector General, and the Comptroller General with access to the subrecipient's independent auditor reports.

[Signature Page Follows]



ACKNOWLEDGMENT AND CERTIFICATION

On behalf of [NAME OF FIRM], I hereby:

1. Acknowledge that the specific terms and conditions outlined in this Attachment A will be fully incorporated into any contract(s) awarded because of this solicitation that are supported by Federal funds, in whole or in part, during the life of the contract(s); and
2. Commit to adhere to all relevant regulations, guidelines, and requirements outlined in this RFP and all Attachments contained within this RFP. Compliance with these regulations is crucial for maintaining the integrity of the qualification process and ensuring fair evaluation.

Name of Firm:

Name: _____

Signature: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

- a) Promptly notify JCF in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
- b) Settle outstanding liabilities and proposals arising out of the termination; and
- c) If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

END OF DOCUMENT