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

SUMMARY: Justice Climate Fund (JCF) has initiated a Request for Proposal (RFP) process to identify a law firm/s that will be able to represent JCF in a variety of legal matters 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 or individuals with legal, 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:
cc: Sampriti Ganguli (sganguli@justiceclimatefund.org)

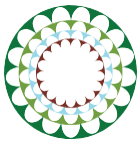
Justice Climate Fund
Email: coalitionsupport@justiceclimatefund.org

RFP SUBMISSION INSTRUCTIONS:

Email the entire proposal as a single-document attachment by May 27, 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 | May 6, 2024, 5:00 pm ET |
| Deadline for Submission of Questions | May 9, 2024, 5:00 pm ET |
| Deadline for JCF to Respond to Questions | May 13, 2024, 5:00 pm ET |
| Submission of Proposals (date and time) | May 27, 2024, 5:00 pm ET |
| Announcement of Selections | May 29, 2024 |
| Anticipated Contract Start Date | June 1, 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 a law firm/s to provide a range of legal services across several areas of practice, including transaction counsel, negotiations, tax-exempt law, employment matters, data privacy, government contracts, and other ongoing outside counsel services. If you feel your firm stands out in one of the areas above, please indicate in your proposal. The selected law firm/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 legal implications. Core activities may include:

1. Regulatory Expertise

JCF requires legal counsel with extensive experience in navigating complex regulatory landscapes and engaging with governmental agencies at the federal level. The selected law firm will be expected to show a deep understanding of the regulatory environment and a track record of success in navigating regulatory challenges and achieving favorable outcomes for clients. Additionally, the firm should have a proven ability to effectively communicate and collaborate with regulatory agencies and government officials to advocate for clients' interests and address regulatory concerns.

- **Federal Investigations and Enforcement Actions:** Providing strategic counsel and representation in response to federal investigations and enforcement actions, including matters involving regulatory agencies such as the Environmental Protection Agency (EPA), Department of Energy (DOE), Department of Labor (DOL) and others.
- **Litigation and Regulatory Compliance:** Representing clients in litigation proceedings involving federal regulatory agencies and advising on compliance matters to ensure adherence to federal regulations and mitigate legal risks.



2. Corporate Transactions

JCF is seeking dedicated and decisive legal counsel with a tradition of excellence in corporate transactions to provide comprehensive legal support across a range of areas. The selected law firm will leverage its expertise to advise on various transactions and matters, ensuring successful outcomes for the organization. The scope of expertise includes, but is not limited to, the following areas:

- **Capital Markets:** Providing legal guidance on capital markets transactions and securities compliance matters.
- **Emerging Company Representation:** Advising emerging organizations on legal matters related to formation, financing, intellectual property protection, and strategic growth initiatives.
- **Investment Funds:** Assisting with the formation, structuring, and operation of investment funds, including loan funds, and other alternative investment vehicles.
- **Technology Transactions and Outsourcing:** Assisting with technology transactions, licensing agreements, software development agreements, cloud computing arrangements, and outsourcing transactions.
- **Document Review:** Drafting and reviewing standard contracts, leases, deeds and other legal documents.

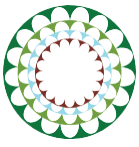
3. Financing, Lending and Consumer Protection

JCF requires dedicated legal counsel with expertise in financing, lending, and consumer protection to navigate the complex regulatory landscape and ensure compliance with applicable laws and regulations. The selected law firm will be expected to demonstrate a deep understanding of financial regulations, consumer protection laws, and industry best practices, and a commitment to providing strategic advice and practical solutions to support the organization's financing, lending, and consumer protection objectives.

- **Commercial Financing Transactions:** Advising on a range of commercial financing transactions, including secured and unsecured loans, asset-based lending, syndicated loans, and project finance arrangements.
- **Consumer Financial Services Compliance:** Assisting financial institutions and consumer finance companies in navigating compliance with consumer protection laws and regulations, such as the Truth in Lending Act (TILA), Fair Credit Reporting Act (FCRA), and regulations enforced by the Consumer Financial Protection Bureau (CFPB).
- **Consumer Protection Litigation and Defense:** Representing financial institutions and lenders in consumer protection litigation, defending against claims of predatory lending, unfair debt collection practices, and other alleged violations of consumer protection laws.
- **Regulatory Compliance and Investigations:** Assisting clients in navigating regulatory investigations and enforcement actions initiated by federal and state agencies, including the CFPB, Federal Trade Commission (FTC), and state attorneys general.
- **CDFI Banking:** Advising on working with community development finance institutions (CDFIs) banks and loan funds as well as Minority Depository Institutions (MDIs.)

4. Environmental Law and Regulation

The organization requires specialized legal counsel with expertise in environmental law and regulation to address the complex and evolving environmental challenges faced by businesses and organizations. The selected law firm will be expected to demonstrate a deep understanding of environmental laws and regulations, as well as a commitment to providing strategic advice and legal solutions to support the organization's environmental goals, mitigate environmental risks, and ensure compliance with applicable environmental requirements.



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- **Environmental Due Diligence:** Conducting environmental due diligence assessments in connection with project developments to identify and evaluate potential environmental liabilities and risks.
- **Climate Change and Sustainability:** Advising on legal and regulatory implications of climate change, greenhouse gas emissions reduction strategies, sustainability initiatives, and corporate social responsibility (CSR) programs to support JCF's environmental goals and objectives.
- **Impact Reporting and Compliance:** Advising on compliance with evolving environmental reporting requirements.

5. Government Contracting and Compliance

JCF requires legal counsel with specialized expertise in government contracting and compliance to navigate the complex regulatory landscape and ensure adherence to federal regulations. The selected law firm/s will be expected to demonstrate a deep understanding of government grants, cooperating agreements and contracting laws and regulations, and a proven track record of success in representing clients in the government contracting space. Additionally, the firm should have experience working with federal agencies, contractors, and subcontractors across various industries, and be committed to providing practical and strategic advice to support the organization's government contracting and compliance objectives.

- **Government Contract Negotiation and Administration:** Assisting with the negotiation, drafting, and administration of government contracts, including procurement agreements, subcontracting arrangements, and teaming agreements.
- **Compliance with Federal Procurement Regulations:** Advising on compliance with federal procurement regulations, including requirements related to contract formation, performance, and termination.
- **Ethics and Compliance Programs:** Developing and implementing ethics and compliance programs tailored to the unique needs of government contractors, including training, policy development, and internal controls to prevent and detect fraud, waste, and abuse.

6. Exempt Organizations and Not-for-Profit Corporate Governance

JCF requires specialized legal counsel with expertise in exempt organizations and not-for-profit corporate governance to navigate the unique legal and regulatory challenges faced by non-profit entities. The selected law firm will be expected to demonstrate a deep understanding of exempt organizations' law, not-for-profit corporate governance principles, and the unique challenges faced by non-profit entities. Additionally, the firm should have a proven track record of success in providing strategic advice and legal solutions to support the organization's mission and objectives while ensuring compliance with applicable laws and regulations.

- **Formation and Tax-Exempt Status:** Assisting compliance with state and federal tax laws as pertains to tax-exempt organizations, including under Section 501(c)(3) of the Internal Revenue Service Code.
- **Corporate Governance and Compliance:** Providing guidance on not-for-profit corporate governance best practices, board of directors' responsibilities, conflicts of interest policies, and compliance with state and federal regulations governing tax-exempt organizations.
- **Charitable Solicitation and Fundraising:** Advising on compliance with state laws regulating charitable solicitation and fundraising activities, including registration requirements, reporting obligations, and donor disclosure rules.
- **Grantmaking and Programmatic Activities:** Assisting with structuring grantmaking programs, drafting grant agreements, and ensuring compliance with legal requirements governing



programmatic activities, charitable distributions, and grant management. Experience with impact investing preferred.

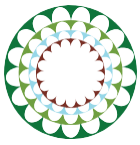
7. Employment Legal Services

JCF seeks legal counsel with deep expertise in employment law to address a wide range of day-to-day employment and labor matters. The selected law firm will be expected to show a deep understanding of employment laws and regulations and a commitment to providing practical and strategic advice to support the organization's employment-related needs and objectives. Additionally, the firm should have a proven track record of success in representing employers in various industries and effectively navigating employment-related legal challenges.

- **Wages, Hours, and Working Conditions:** Advising on compliance with federal and state laws governing wages, hours, overtime pay, and working conditions to ensure fair and lawful employment practices.
- **Employee Leave and Accommodation Rights:** Providing guidance on 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).
- **Equal Employment Opportunity (EEO) and Equal Pay:** Assisting with compliance with EEO laws, including preventing discrimination and harassment in the workplace and addressing equal pay issues.
- **Defense Against Employment Suits:** Representing employers in litigation proceedings involving employment disputes, including claims of discrimination, harassment, wrongful termination, and retaliation.
- **Employee Handbooks and Policies:** Drafting and reviewing employee handbooks, policies, and onboarding documentation to ensure clarity, consistency, and compliance with legal requirements.

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 project milestones or deliverables (if applicable).
 - e. 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 each attorney on the specific engagement team we will be working with on a day-to-day basis, including information about experience with similar projects and professional qualifications. The Proposer should include a description of the qualifications of attorneys to be assigned to the representation. Include resumes only of attorneys who will actually be assigned to the representation. Descriptions should include: professional and educational background of each attorney, years and jurisdictions of admission to practice, areas of specialization and number of years engaged in relevant area of law relevant to the scope of work in this RFP, specific prior experience of the individual attorneys with respect to the scope of work in this RFP, diversity of the proposed team, whether there are pro bono clients each attorney has represented or other community service performed by each attorney.
5. Approach to the diversity of the engagement team specifically and, more generally, whether any disadvantaged business enterprise (“DBE”) will be subcontracted as part of your approach to fulfilling our scope requirements. We would also like to see any commitments the firm has to justice, equity and inclusion, including information on diversity training, supplier diversity programs, pro-bono and/or charitable contribution commitments.
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).
 - d. Partner Demographics Questionnaire



SELECTION CRITERIA

| Criteria | Max Points |
|--|------------|
| <p>MANDATORY CRITERIA: Proposals will not be considered for evaluation without meeting all of the following mandatory criteria:</p> <ul 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> <ul style="list-style-type: none"> A. Responsiveness of the proposal in clearly stating an understanding of the work to be performed. <ul 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. <ul style="list-style-type: none"> 1. Satisfactory completion of legal 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. <ul style="list-style-type: none"> 1. Qualifications of attorneys. 2. Experience working across the aforementioned practice areas. 3. Experience providing legal services to similar entities. D. Firm's commitment to justice and equity Evidence of firm or individual commitment to justice and equity through demonstration of diversity plans, past performance with diverse businesses, and commitments to diversity and inclusion initiatives. | 50 |
| <p>COST CRITERIA: Reasonableness of proposed audit cost (considering hourly billing rates, number of audit hours, out-of-pocket expenses, and total proposed cost).</p> <ul 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)

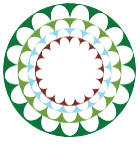
Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or firm for influencing or attempting to influence an officer or employee of any agency, 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)

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.

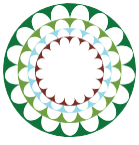
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor shall be liable to the affected employee for the unpaid wages. In addition, such Contractor and 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)

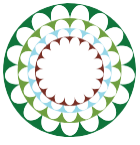
Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.” This requirement is subject to 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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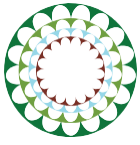
Part 180.

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