

CLIMATE UNITED

**REQUEST FOR PROPOSAL FOR
CLASS 8 BATTERY ELECTRIC VEHICLES
AND ASSOCIATED SERVICES
OCTOBER 29, 2024**

I. GENERAL INFORMATION.

Purpose. This request for proposal (this “RFP”) is to contract for (i) the sale of up to 500 Class 8 Battery Electric Vehicles (BEV) to Climate United Fund (“CUF”) (or one or more newly formed special purpose vehicles (each an “SPV”) wholly owned by Climate United Fund), a Delaware 501(c)(3) and recipient of a \$6.97 billion grant from the U.S. Environmental Protection Agency (EPA) under the National Clean Investment Fund (NCIF) and (ii) associated services including maintenance services, as well as lease origination, financing and servicing. CUF is a wholly-controlled subsidiary of Calvert Impact, Inc.

The NCIF is a provision of the Inflation Reduction Act focused on ensuring the clean energy transition brings direct, tangible benefits to all Americans – with a focus on low-income and disadvantaged communities. It has three program objectives: 1) reduce GHG emissions and other forms of air pollutants, 2) bring direct benefits to American communities in the form of energy security, energy savings, cleaner air, and quality jobs, and 3) transform the capital markets so they can drive an equitable clean energy transition at scale.

To learn more about the Climate United coalition and approach, please visit www.climateunited.org.

As further described in Section II below, CUF is seeking to purchase up to 500 Class 8 Battery Electric Vehicles (BEV) and associated services including maintenance services, as well as lease origination, financing and servicing services. CUF will procure the services in adherence with the requirements set forth in 2 CFR § 200.317 *et seq.* and EPA’s Best Practice Guide for Procuring Services, Supplies, and Equipment. CUF reserves the right to (a) reject any or all proposals without explanation, (b) waive technicalities or irregularities, (c) request additional information from any Proposer (including a list of client references), (d) withdraw this RFP at any time, (e) make such selection deemed in its best interest (in CUF’s sole and exclusive discretion), and/or (f) make multiple or partial awards. The award of the contract(s) will not necessarily be made to the organization offering the lowest price but to the Proposer that presents the best value based on the evaluation criteria of the RFP. The issuance of this RFP does not imply that CUF is making an offer to conduct, expand, or terminate business with any Proposer. Your preparation and submission of a response does not commit CUF to award the business to any Proposer even if all the requirements are met.

Instructions on Proposal Submission. Proposals must be submitted electronically no later than **5 PM ET on December 13, 2024**. All costs and expenses incurred in the preparation and delivery of a proposal responding to this RFP and/or participating in any interview process will be the responsibility of the Proposer and will not be reimbursed.

Confidentiality. The Proposer agrees to keep confidential all nonpublic information about CUF and

its coalition partners and agrees that persons or entities with which the Proposer participates in responding to this RFP will be bound by the same confidentiality obligations. All proposals and other documentation submitted in response to this RFP will not be returned by CUF and will become property of CUF and may be subject to disclosure in accordance with applicable laws and regulations.

II. SCOPE OF SERVICES. The selected Proposer(s) will provide CUF with the following services:

Consistent with its overall mandate to catalyze the availability of climate finance solutions in American communities, CUF seeks to accelerate Class 8 Battery Electric Truck adoption by using financing tools to achieve Total Cost of Operations parity with conventional diesel vehicles. CUF expects to purchase vehicles through one or more wholly-owned SPVs and then lease those vehicles to small drayage fleet operators.

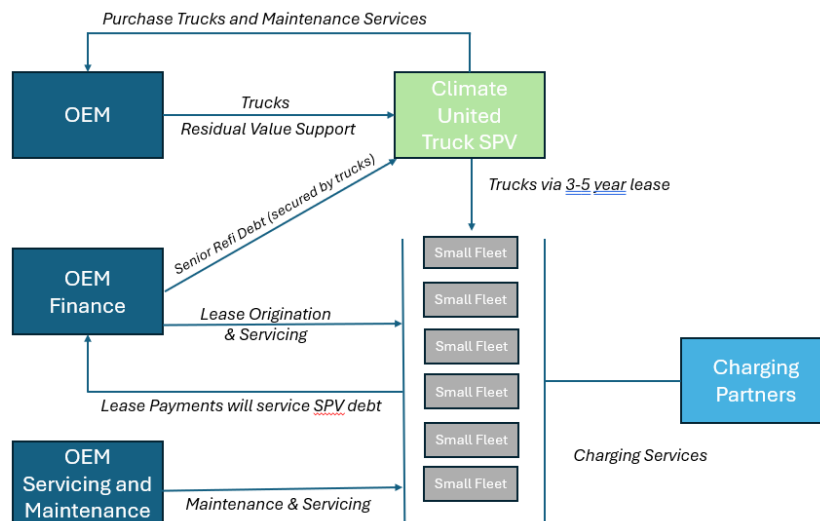
To this end, CUF seeks proposals from original equipment manufacturers (each an “OEM”) for the following:

- i. The sale of up to 500 Class 8 Battery Electric Vehicles (BEV) from OEMs for delivery to one or more locations in the United States over the course of 36 months from the date of purchase order execution;
- ii. Full maintenance services from the OEM during the period CUF owns the trucks;
- iii. Senior-secured refinancing provided by OEM (or its financing partner) to CUF;
- iv. Lease origination and lease servicing services, in each case, provided for CUF and the applicable SPV (as vehicle owner) for leasing of the purchased trucks by the fleet operators as described below; and
- v. OEM residual value support to support the secondary market value of the purchased trucks.

CUF will partner with charging and trucking organizations to identify eligible drayage fleet operators with fewer than 20 trucks, although there is flexibility to service a limited number of larger fleets. At the time of placing a purchase order for vehicles, it is anticipated that the end user of the vehicles will be identified.

CUF and its partners will utilize available incentive programs and grant funding to subsidize the cost of the vehicles, including tax credits under Section 45W (Tax Credits) of the U.S. Internal Revenue Code of 1986, as amended (the Code).

Proposed Structure



This RFP will consider multiple elements when making procurement determinations. These elements include:

- Purchase Terms of Truck
- Maintenance and Vehicle Servicing Plan
- Financing Arrangements
- Residual Value Risk Participation
- Domestic Content and Domestic Assembly of Trucks
- Labor Practices

CUF strongly prefers to contract for these services as a bundle but would consider options that do not include financing arrangements on a case-by-case basis.

When reviewing proposals, CUF will give more weight to truck purchase price (on an average basis) and the amount of residual value participation (on an average basis) than other factors.

III. PROPOSAL CONTENTS The Proposer in its proposal shall include the following (including the appropriate section number).

Please complete the following tables and bracketed sections and include them in your proposal, as appropriate.

Section 1: Purchase Terms of Trucks

OEM’s proposal must include the following information for the Class 8 Battery Electric Vehicles it proposes to sale to CUF:

Vehicle Model Specification	
Vehicle Battery Size	
Anticipated Range	
Maximum Charge Speed	
Usable Battery	
Domestic Content (% of value)	
Domestic Content (% of components)	
Charging Specifications	
Features	
Number of vehicles (of identical or substantially similar models) previously produced	

Please provide additional tables if there are multiple vehicle models.

Before a purchase order is issued, all vehicles will need to be compliant with the Build America Buy American Act (BABA) or fall within the scope of a BABA waiver. As necessary, CUF will pursue a BABA waiver, and the scope will be dependent on the availability of BABA compliant vehicles in the market, subject to EPA approval.

All vehicles must in new condition and must be sold fully operational, with clean title and free and clear of all liens.

Under the following terms:

Calendar Quarter for Delivery	
Number of Vehicles	
Price per Vehicle	
Down Payment Percentage	
Payment Deadline for Payment of Balance	
Minimum Number of Days In Delivery Period (from date of purchase order)	
Manner and Location of Delivery	

In situations where OEM dealers must wait for reimbursement of incentive payments, CUF may, in its sole discretion, make financing available to such OEM dealers to bridge incentive payments, if requested.

OEM dealers will need to provide evidence and documentation required to confirm compliance with and availability of tax credits for CUF. Potential OEM dealers are encouraged to provide examples of how they currently support compliance of their electric vehicles with the tax credit requirements.

OEM's proposal must include the following information for each truck manufacturer's warranty package:

Description	
Mileage	
Years	
Key Terms	

Section 2: Maintenance Package

OEM’s proposal must include a description of maintenance services offered by OEM and key terms of the maintenance package, including the chart for each duty cycle below and details regarding the OEM’s maintenance and service process and availability:

Time Period	Maximum Mileage	Annual Cost per Vehicle
36 months	90,000	
36 months	180,000	
48 months	120,000	
48 months	240,000	
60 months	150,000	
60 months	300,000	

It is expected that the OEM will (1) offer training and/or front-end overviews of the vehicles, including relevant features, specifications and maintenance and/or (2) make vehicle technicians or other qualified representatives available upon request for a period of time post-purchase for questions regarding the same.

Section 3: Customer Financing Arrangements

Section 3(a) Refinancing Terms

CUF or a wholly-owned subsidiary of CUF will purchase the trucks outright. CUF expects to refinance a portion of the purchase price with the OEM’s preferred financing partner (each an “OEM Financing Partner”). This refinancing will be secured by a first priority lien on the purchased trucks, and (as discussed in the next section) the payments on such refinancing will be serviced by payments from the fleet operators that have leased the applicable trucks.

OEM’s proposal must include the following:

Financing Partner	
Refinancing Amount Available Per Vehicle	

Interest Rate Per Vehicle	
Pre-incentive Financing Per Vehicle (%)	
Other Key Terms	

OEM’s proposal must include the following terms.

Time Period (months)	APR	Monthly Payment	Total Principal Paid over Loan Period
36			
48			
60			

OEM’s proposal must also include details of all fees and other relevant terms associated with such financing.

Other than Lease/Loan-to-Value, please detail other factors that are considered by OEM Financing Partner when making lending commitments.

Section 3(b) Fleet Lease Terms

Qualified fleet operators identified by CUF and its partners will pay the refinancing debt owed by CUF or its SPV to the OEM Financing Partner via monthly payments pursuant to the vehicle lease terms. The portfolio of fleet operator leases will be managed and serviced by OEM Financing Partner or its designated servicer.

OEM’s proposal must also include details regarding the lease origination and lease servicing services offered by OEM Financing Partner and/or its designated servicer. OEM’s proposal must also include pricing and other relevant terms for lease origination and lease servicing services on behalf of CUF.

Section 4: Residual Value Risk Participation

Residual value risk participation from the OEM partner is an important risk alignment and demonstrates the OEM's confidence in their product. Accordingly, CUF seeks Residual Value risk participation from the OEM for each truck purchased. Climate United is open to considering a variety of Residual Value risk participation instruments from the OEM. Examples of Residual Value risk participation interests include (but are not limited to): (1) repurchase of trucks by the OEM at a minimum value as a means to facilitate resale; (2) payment to the truck purchaser for the deficiency,

if any, between the sales proceeds received for the trucks upon resale and the minimum value; and (3) residual value insurance (with respect to which the OEM pays the applicable premium) covering any shortfall on the expected value of the trucks.

OEM’s proposal must describe the expected Residual Value risk participation instrument and also a completed version of the below table. Any Residual Value risk participation will be subject to legal and tax counsel review.

Use Period	3 years	3 years	4 years	4 years	5 years	5 years
Mileage	90,000	180,000	120,000	240,000	150,000	300,000
Corresponding Battery Charge Cycle						
Expected Battery State of Health at EOP						
Residual Value Support	\$	\$	\$	\$	\$	\$

In addition to the details described above, the Proposer in its proposal shall include the following (including the appropriate section number):

Section 5: Qualifications and experience

The Proposer should describe its qualifications and experience related to the areas outlined in the scope of services above, including any prior experience with Tax Credits and compliance with laws and regulations governing the import and export of vehicles and equipment. **Please limit this to three pages.**

Section 6: Organization and labor

The Proposer should describe its organization in terms of the following:

Optional: Diversity metrics expressed as a percentage, in each case, for (i) the organization as a whole, (ii) the executive team for the organization and (iii) the team assembling the trucks:

- Male/Female
- Race and Ethnicity
- LGBTQ+
- Veteran
- Persons with Disabilities

Indicate if your organization qualifies as a Disadvantaged Business Enterprise (DBE) (as defined in

40 CFR § 33.103).

Indicate if your organization qualifies as a Women's Business Enterprise (as defined in 13 C.F.R §§ 127.100) or a Minority-owned Business.

Please include a copy of the Equal Opportunity policies, or equivalent, if available. CUF encourages the participation of businesses owned by Minorities, Females, Veterans, and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts.

Please include a summary of your labor practices and policies, including representation from any labor unions, workforce training or apprenticeship programs, and any labor agreements. Please note if any of the foregoing programs applies specifically with respect to the anticipated BEV Trucks covered under this RFP (vs. applicable to the OEM as a whole). Please include the locations of your organization's manufacturing facilities in the U.S.

Please confirm whether you are aware of any actual or apparent conflict of interest arising from this proposed engagement (including any conflicts described in 2 CFR § 200.318(c)).

Section 7: Cybersecurity policies

The Proposer should disclose and describe its cybersecurity policies and procedures to protect client data. If the Proposer has suffered any known cyberattacks or breaches, please describe the event and the organization's response and remedial actions taken. Please include a copy of your Data Privacy and Cybersecurity Policy.

Section 8: Debarment or suspension of key personnel

Confirm that neither your organization nor any Senior Management (defined as an officer, director, owner, or person with management responsibilities related to this transaction) has been debarred or suspended from or ineligible for participation in Federal assistance programs.

Section 9: Point of contact

The Proposer should include the name, title, mailing address, email address, and telephone number for the primary point of contact of the Proposer.

Section 10: Signatories

All responses must be signed by an individual authorized to legally represent the organization, and include the following attachments:

Attachment A – Federal Contract Provisions

Attachment B – Byrd Anti-Lobbying Certification

Attachment C – Certification of Diligence, Accuracy, and Completeness

Attachment D – Certificate of Independent Price Determination

Attachment E – Sample Termination and Default

IV. PROPOSAL EVALUATION.

Submission of Proposals. All proposals must be submitted electronically in PDF format to cucumpliance@climateunited.org. CUF is not responsible for electronic files that cannot be opened or corrupted files. If files cannot be opened, CUF reserves the right (but does not have the obligation) to contact the Proposer and take reasonable measures to receive an openable file. Submissions must not be password protected or have any type of restriction applied to the file or contents. By submitting information, the Proposer represents that they have read and clearly understand this RFP and are capable of providing the required services.

Evaluation Procedure and Criteria. CUF will review proposals against initial criteria, including:

First-tier evaluation metrics: responsiveness to RFP including evaluation criteria highlighted above (Purchase Terms of Truck, Maintenance and vehicle servicing plan, Customer Financing Arrangements, Residual Value Risk Participation, Domestic content and domestic assembly of Trucks, Labor Practices).

Second-tier evaluation metrics: interviews (if conducted), DBE status, and reputational risk.

In all instances, proposals must comply with all EPA procurement rules and guidelines. All responses must be presented economically and efficiently. Superfluous information and documentation may be cause for a reduction in scoring. CUF may request a meeting with the proposed team as part of the selection process. CUF's decision regarding this RFP will be final and not subject to review.

Terms of Engagement. CUF intends for this RFP to result in the selected Proposer(s) executing Master Sales, Finance and Servicing Agreement(s), which will enable CUF to initiate distinct Purchase Orders for vehicles as outlined in the Purchase Terms section above. Any such agreements with Proposer(s) will (a) be contract agreements, not subrecipient agreements, (b) comply with the requirements set forth in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 CFR § 200.327) and in Appendix A to 40 CFR Part 33 (40 CFR § 33.106), as applicable, and (c) be for a term of 36 months, unless extended by mutual agreement. Proposers must be amenable to inclusion, in a contract, of any information provided whether herein (including in the Attachments) or in response to this RFP or developed subsequently during the selection process. The selected Proposer(s) agree(s) to be bound by all applicable Federal, state, and local laws, regulations, and directives in the performance of such contract. The contract will be on a lump sum, fixed price, or cost reimbursement (“not to exceed”) basis, with

payment terms to be negotiated with the selected Proposer(s).

Timeline

RFP Process and Schedule	
Milestone	Date
Release of RFP	29 October 2024
Proposer Questions Due to CUF	5 PM ET 8 November 2024
CUF answers all Proposer Questions (via website)	22 November 2024
RFP Proposals Due to CUF	5 PM ET on 13 December 2024

Timeline is an estimate and subject to change by CUF without notice.

V. QUESTIONS AND CONTACT INFORMATION

If you have any questions concerning this RFP, please email cucompliance@climateunited.org no later than **5 PM ET on November 8, 2024**. Proposers are prohibited from contacting any CUF employee about this RFP. Only written questions submitted to CUF will be entertained and will receive response(s) in writing. Failure to adhere to this requirement will be grounds for disqualifying your proposal. If appropriate, the question (without identification of the questioner) and its answer will be posted to our website for clear and consistent communication. Each Proposer is responsible for requesting further explanation, by the date noted above, if they do not fully understand or believe the information contained herein could be interpreted in more than one way. CUF shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this RFP.

VI. ELIGIBILITY REQUIREMENTS

To be eligible under this RFP, the Proposer must not be:

- a. Debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs;
- b. An entity owned by, controlled by, or subject to the direction of a government of a covered nation under 10 U.S.C. 4872(d);
- c. An entity included on the Office of Foreign Assets Control (OFAC) Specifically Designated Nationals and Blocked Persons list (SDN List) and all other sanctions lists administered by OFAC;
- d. An entity headquartered in a covered nation under 10 U.S.C. 4872(d); or
- e. A subsidiary of an entity described in b. or c.

As of the date of this RFP, covered nations under 10 U.S.C. 4872(d) are the Democratic People's

Republic of North Korea, the People Republic of China, the Russian Federation, and the Islamic Republic of Iran.

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 CUF.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS¹

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.

For purposes of this section:

“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.

“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)²

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 organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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 PROVISIONS³

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.).

¹ Appendix II to 2 CFR Part 200, subsection (L); 2 CFR § 200.322.

² Appendix II to 2 CFR Part 200, subsection (I).

³ Appendix II to 2 CFR Part 200, subsection (G).

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.

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)⁴

Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on 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.

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.

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.

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

⁴ Appendix II to 2 CFR Part 200, subsection (E); 40 U.S.C. § 3702 and 3704.

paragraphs (1) through (4) of this section.

COPELAND “ANTI-KICKBACK” ACT PROVISION

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)⁵

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.

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.

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.

Upon or before the completion of this contract, Contractor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

FEDERAL COMPLIANCE

Contractor acknowledges that Federal funds will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any 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

⁵ 48 CFR § 27.409, 52.227-14.

Urban Area Security Initiative (UASI) funding.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)⁶

Contractor and any sub-contractor are each prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

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).

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).

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

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROCUREMENT OF RECOVERABLE MATERIALS⁷

In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive->

⁶ Appendix II to 2 CFR Part 200, subsection (K); 2 CFR § 200.216.

⁷ Appendix II to 2 CFR Part 200, subsection (J); 2 CFR § 200.323.

[procurement-guideline-cpg-program.](#)

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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)⁸

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 DEBARMENT⁹

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. Part 180.

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).

Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the contracting entity, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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. The bidder or proposer further agrees to include a provision requiring such

⁸ Appendix II to 2 CFR Part 200, subsection (F).

⁹ Appendix II to 2 CFR Part 200, subsection (H).

compliance in its lower tier covered transactions.

[Signature Page Follows]

ACKNOWLEDGMENT AND CERTIFICATION:

On behalf of **[NAME OF ORGANIZATION]** _____, I hereby:

(1) acknowledge that the specific terms and conditions outlined in this Attachment A will be fully incorporated into 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); 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 Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

Attachment B - Byrd Anti-Lobbying Certification¹⁰

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Solicitation Name: **REQUEST FOR PROPOSAL FOR CLASS 8 BATTERY ELECTRIC VEHICLES AND ASSOCIATED SERVICES**

Responding Organization Name

Physical Address (Address, City, State, Zip Code)

¹⁰ Source: <https://www.state.gov/key-topics-bureau-of-democracy-human-rights-and-labor/lobbying-disclosure-and-certification/>.

Signature of Organization's Authorized Official

Name and Title of Organization's Authorized Official

Date

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

Attachment C - Certification of Diligence, Accuracy, and Completeness

CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS

On behalf of [Name of Organization] _____, I, [Your Full Name] _____, hereby certify that I have exercised due diligence in the preparation of the response to this Request for Proposal (RFP). To the best of my knowledge and belief:

The information provided in the proposal is accurate and reflects the current state of our capabilities, qualifications, and offerings.

I have thoroughly reviewed and ensured the completeness of all required documents, including attachments and supporting materials.

All statements made in the proposal are truthful, and there is no intent to deceive or mislead the requesting entity.

The proposal complies with all guidelines, specifications, and requirements outlined in this RFP documentation.

I understand the importance of the accuracy and completeness of this submission, and I am committed to providing any additional information or clarification if requested.

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

Attachment D - Certificate of Independent Price Determination¹¹

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

I, **[Your Full Name]** _____, on behalf of **[Name of Organization]** _____, hereby certify, under penalty of perjury and to the best of my knowledge and belief, that:

The prices stated in our proposal submitted in response to the Request for Proposal (RFP) are arrived at independently, without collusion, consultation, communication, or agreement with any other competitor or potential competitor. The prices in this proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other competitor contract award unless otherwise required by law.

No attempt has been made or will be made by us to induce any other organization or individual to submit or not to submit a proposal for the purpose of restricting competition.

The prices quoted are based solely on our independent judgment and analysis of the requirements specified in the RFP.

We have not received any information from the requesting entity that would affect the prices quoted in our proposal.

We are not aware of any actions or omissions that would impair the fairness of the competition or the integrity of the procurement process.

I understand the gravity of this certification and acknowledge that any false statement may lead to disqualification from consideration and potential legal consequences. I am responsible for determining the prices being offered in this RFP response, and I have not participated and will not participate in any action contrary to the certifications set forth above.

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

¹¹ 48 CFR § 52.203-2.

Attachment E -- Sample Termination and Default

SUSPENSION AND TERMINATION FOR DEFAULT

Climate United Fund (“CUF”) may suspend Contractor’s operations under the contract immediately by providing written notice of any default. Suspension shall continue until the default is remedied to CUF’s reasonable satisfaction; *provided, however*, that, if after thirty (30) days from such a suspension notice Contractor remains in default, CUF may terminate Contractor’s rights under the contract. All of Contractor’s obligations to CUF shall survive termination of Contractor’s rights under the contract, until such obligations have been fulfilled.

DEFAULT

Each of the following events shall constitute default of the contract by Contractor:

- Contractor fails to perform or comply with any of the terms or conditions of the contract;
- Contractor breaches any covenant, representation or warranty provided herein; or
- Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

REMEDIES FOR DEFAULT

CUF’s rights to suspend and terminate Contractor’s rights under the contract are in addition to all other available remedies. In the event of termination for default, CUF may exercise any remedy permitted by law.

TERMINATION FOR CONVENIENCE

CUF may for convenience terminate the contract, subject to the following:

Termination for convenience must be determined to be in the best interest of CUF (in CUF’s sole and absolute discretion); and

Contractor must be provided with thirty (30) days’ written notice of the termination for convenience, unless CUF has made a written determination that a shorter notice period is in the best interest of CUF (in CUF’s sole and absolute discretion).

The termination for convenience shall not relieve CUF from payment for goods and/or services already ordered and rendered as of the effective date of such notice. Contractor shall provide all documentation to support any outstanding expenditures through the effective date of the notice of termination. CUF may request additional documentation to support final payment. Unless otherwise specified above, CUF shall not have any further obligation or liability to Contractor.

TERMINATION FOR LACK OF FUNDING

CUF may terminate a contract if funds are not appropriated to CUF or are otherwise not legally available for the purpose of making payments, without incurring any obligation for payment after the

date of termination, regardless of the terms of the contract. CUF shall provide Contractor with thirty (30) calendar days written notice of termination, unless CUF has made a written determination that a shorter notice period is required.

GENERAL TERMINATION PROCEDURES

After receipt of written notice of termination, Contractor shall take all steps necessary to minimize waste, including:

Stop work immediately on the terminated portion of the contract;

Terminate all subcontracts related to the terminated portion of the prime contract (if any);

Perform the continued portion of the contract which is not terminated (if applicable);

Take action to protect and preserve property in Contractor's possession in which CUF has or may acquire an interest, and, if directed by CUF, deliver the property to CUF;

Deliver to CUF all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the confidential information of CUF;

Promptly notify CUF in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;

Settle outstanding liabilities and proposals arising out of the termination; and

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