



**CLIMATE
UNITED**

REQUEST FOR PROPOSAL FOR BUILD AMERICA BUY AMERICA ACT (BABA) CONSULTANT

August 26, 2024

RESPONSES TO QUESTIONS

SEPTEMBER 2024

No.	Reference	Question	Climate United Fund (CUF) Response
1.	Task 1 - BABA Education/Training for CUF	How big is the CUF organization that would need to participate in the comprehensive training sessions? We are assuming there would need to be training refresh sessions as new CUF members are onboarded and would also include updates to BABA guidance, including any changes to waiver requirements.	~50 CUF employees would be required to (or interested) in participating in the comprehensive training sessions. All trainings will be recorded to viewed by future CUF employees. Update trainings would be determined on a case-by-case basis and would likely fall under Task 8.
2.	Task 1 - BABA Education/Training for CUF	As part of the materials that will need to be developed, would this include surveys or other forms/materials that would help Climate United qualify projects for compliance with BABA prior to selection or a client, partner, stakeholder, etc.?	It should include materials that would help CUF assess whether a project is subject to BABA and what components of the project are subject to BABA. Compliance is covered under Task 5.
3.	Task 2 - BABA Education/Training for Outside Parties	How many outside parties / partners / CUF clients do you anticipate that would require training on an annual basis?	Unknown. We anticipate setting up regular webinars (e.g., quarterly) that potential transaction parties would be invited to attend. Trainings for, or at the direction of, CUF's coalition partners (Self-Help and Community Preservation Corporation) would be covered under Task 9.
4.	Task 1, 2	Do you anticipate this all being live, interactive training via Teams (or other collaboration platform), pre-recorded training that CUF and Outside Parties can access as needed, or a combination of both?	Combination
5.	Task 3 - BABA-In-A-Box	For the BABA-In-A-Box - per the task description, the compliance manual mainly for projects involving "construction". By "construction", are you referring only to any housing, infrastructure, school, etc. construction projects, or would this also cover other relevant BABA and Climate United projects, such as Solar, Electric Vehicles and Charging Infrastructure?	Any housing, infrastructure, school, and others construction projects, as well, as solar projects. While EV and charging infrastructure may have BABA compliance requirements, this would not be in the scope of the BABA-In-A-Box task.
6.	Task 4 - Transaction Analysis	How many relevant / in-scope transactions do you anticipate requiring review / analysis on an annual basis?	Unknown.

No.	Reference	Question	Climate United Fund (CUF) Response
7.	Task 5 - BABA Compliance Program	Are there any preferred reporting technologies for monitoring and reporting on BABA compliance that CUF prefers, such as PowerBI, Tableau, etc.?	No. Note that CUF is required to follow federal procurement requirements.
8.	Task 7 - Liaison/Comms with EPA	Has the EPA provided any guidance / expectations for required frequency of compliance reporting or update/status meetings?	No.
9.	Task 8 - Miscellaneous	Can you provide some examples of "other BABA-related tasks" that you anticipate may arise during the course of this engagement?	Some examples – ad hoc questions on a unique project, a training session on a new waiver requirement, 1:1 training of a staff member.
10.	Task 9 - Coalition Partners	For each of the Coalition partners listed (CPC Climate Capital, LLC and Self-Help Climate Capital, LLC) - how many outside parties/partners/customers and transactions do you anticipate those partners having on an annual basis that would fall under this scope?	Unknown.
11.	Timeline	What is the anticipated date of award and the anticipated project start/kickoff?	We anticipate awarding December 2024, with work beginning no later than January 2025.
12.	Pricing	Do you anticipate performance of this scope to primarily be done remotely with virtual meetings, or should the team plan to be on-site at CUF for or with the EPA for periodic face to face meetings? Asking in case any travel / expense estimates need to be provided / factored into our proposal pricing.	Virtual.
13.	Pricing	Regarding the hourly rates requested for tasks 2 and 6-9, would submitting an average rate be acceptable to CUF?	Yes, but please also provide the low-end and top-end rates that are used to calculate the average.
14.	Section I - General Information	Are partial responses to this RFP's tasks acceptable?	Yes, but partial responses will result in lower scoring.

No.	Reference	Question	Climate United Fund (CUF) Response
15.	Section II - Scope of Services Task 1	Could you please clarify the deliverables expected from Task 1? Are contemplated materials a PowerPoint presentation and a set of FAQ's, to supplement a live training session? Other documentation and guides appear to be covered under Tasks 3 and 5.	<p>The audiences and purpose for the referenced tasks are different.</p> <ul style="list-style-type: none"> - Task 1 is for CUF only and is focused on education. In addition to the training sessions, the deliverables should also include written educational materials (e.g., a manual) that, <i>inter alia</i>, addresses the types of transactions that CUF will do - Task 3 is for potential CUF transaction partners (e.g., borrowers) giving them the what and the how on BABA compliance. - Task 5 is for the CUF compliance team and building a compliance program, which is beyond education/Task 1.
16.	Section III - Proposal Contents (Page 5)	Please confirm if Item B: Workplan is intended to be Section 2 subsequently making organization size and structure Section 3	Correct
17.	Section II - Scope of Services Task 4	Have you considered, or are you currently exploring, tax offsets for your investments or those of your contractors?	Yes.
18.	Section II - Scope of Services Task 4	Please confirm a transaction is defined as a direct construction loan, loan guarantee to a pass-through entity/financial intermediary, or loan purchase, comprising of various components/purchases made as part of program objectives.	In addition to these, it could also include a loan to a pass-through entity/financial intermediary or a loan participation.
19.	Section II - Scope of Services Task 4	What is the typical size of the direct construction loan, loan guarantee to a pass-through entity/financial intermediary, or loan purchase?	Unknown.
20.	Section II - Scope of Services Task 6	Will CUF provide input on waiver submissions, or will providers work directly with borrows to make those determinations?	CUF will provide input.

No.	Reference	Question	Climate United Fund (CUF) Response
21.	Section II - Scope of Services Task 6	Are waivers expected to be requested by CUF from the EPA at a holistic programmatic level (inclusive of all transactions), or will they be more focused on transaction-specific requests?	Both.
22.	Section II - Scope of Services Task 6	Could you please elaborate on the expected activities for advocating CUF's position regarding BABA applicability? For example, would we be coordinating with CUF management on the response, or is the expectation the provider will interface with EPA directly?	Both. However, CUF would remain involved (e.g., copied on emails, participating on calls) with any interactions that provider has with EPA on behalf of CUF.
23.	Section II - Scope of Services Task 6	How many third parties do we anticipate? Is there a preliminary list of third parties, including those confirmed and prospective, that can be provided?	Potentially CUF's coalition partners. Any other stakeholders would be CUF employees or transaction partners.
24.	Section II - Scope of Services Task 6	Please confirm the beneficiary of BABA strategy and waiver assistance services will be for Climate United, and not the third parties (i.e. that the provider will gather information from the third parties and assist Climate United in preparing and submitting a waiver). If not, will you please expand on the expected interaction between the provider and the third parties.	<p>For item (i), CUF is the beneficiary. CUF would also be the beneficiary of any programmatic waiver work.</p> <p>For specific projects waivers, the provider will gather information from the third parties and assist the third party in preparing and submitting a waiver – at the direction and cost of CUF. In some situations, the provider's assistance will be expansive (e.g., a less sophisticated borrower); in some situations, the providers assistance will be minimal. CUF is open to discussing a more defined division of labor on a case-by-case basis (e.g., provider writes the waiver, but third party submits it).</p>

No.	Reference	Question	Climate United Fund (CUF) Response
25.	Section II - Scope of Services Task 7	Please elaborate on your expectations for the means of communication anticipated on this task? Do you anticipate your service provider will act as Climate United's representative to the EPA OR serve as a point of contact to receive EPA questions/comments and work with Climate United to provide Climate United's response to the EPA?	<p>A bit of both. In the short term, this task includes engaging with EPA to get more guidance on BABA for the program, working with EPA on developing a programmatic waiver, and participating on calls with EPA when the agenda includes BABA compliance.</p> <p>In any case, CUF will remain involved (e.g., copied on emails, participating on calls) with any interactions that provider has with EPA on behalf of CUF.</p>
26.		What other programs may be leveraged with the transaction? (For example: IRA 22, Section 48)	TBD
27.		What is CUF transaction intake system? And what is the supported platform?	We do not have a specific intake system at this time.
28.		Do you anticipate compliance to include penalty enforcement for BABA non-compliance?	No.