



**CLIMATE  
UNITED**

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

**August 26, 2024**

**I. GENERAL INFORMATION.**

- A. **Purpose.** This request for proposal (RFP) is to contract for **provide consultative services on the Build America Buy America Act (BABA)** to Climate United Fund (CUF), 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). CUF is a wholly-controlled affiliate 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.weareclimateunited.org](http://www.weareclimateunited.org).

We are seeking an advisor to educate our team and partners on BABA, analyze its applicability to transactions, conduct external workshops, develop a BABA compliance program, assist with waiver writing and coordination with the EPA, act as a liaison with the EPA, and establish a compliance monitoring and reporting system for BABA. The selected proposer must be prepared to take initiative given CUF’s needs (as described below) and be prepared to mentally embed itself with CUF, for a period, while CUF gets up to speed on all things BABA-related.

We 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. 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.

- B. **Instructions on Proposal Submission.** Proposals must be submitted electronically no later than **5 P.M. ET on October 4, 2024**. All costs incurred in the preparation 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.

- C. **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 subject to disclosure under the Freedom of Information Act.

- II. **SCOPE OF SERVICES.** The selected Proposer(s) will provide CUF with the following services, as directed by CUF:

**Task 1: *BABA Education and Training for CUF***– Provide comprehensive training sessions to CUF on the key requirements and implications of BABA, including development of written educational materials, documentation, presentations, guides, and FAQs. Education and materials will need to be **tailored** for the types of transactions that CUF will do (e.g., construction loans, loan participations, loan purchases, loan guarantees, etc.).

**Task 2: *BABA Education and Training for Outside Parties***– Provide comprehensive training sessions to outside parties (e.g., potential borrowers) on the key requirements and implications of BABA. This task may also include organizing and leading external workshops to educate potential clients, partners, and stakeholders on the requirements and implementation of BABA.

**Task 3: *BABA-In-A-Box***: Development of a compliance manual and framework that CUF can provide to potential borrowers of CUF that are directly developing projects that involve construction.

**Task 4: *Transaction Analysis*** – Review and analyze specific types of transactions to determine the applicability of BABA requirements and advising on the necessary compliance steps. Example transactions include direct construction loans, loan guarantees to pass-through entities/financial intermediaries, and loan purchases. For the **first transaction** that is analyzed (direct construction loans), the task will include reviewing the EPA-provided FAQs on BABA compliance as part of its analysis. Note that the selected proposer’s analysis will be based its own expertise on BABA as EPA guidance may not be final or comprehensive.

**Task 5: *BABA Compliance Program Development*** – In coordination with CUF’s Compliance Team, (i) design and develop a comprehensive BABA compliance program, including policies, procedures, and monitoring systems to ensure CUF ongoing adherence to BABA requirements, (ii) develop tools and resources, such as checklists, templates, and software recommendations, to facilitate efficient compliance management, and (iii) develop a

reporting framework to document CUF compliance efforts and outcomes, ensuring that all necessary records are maintained and easily accessible for EPA audits and reviews – all taking into account that CUF is a pass-through entity/financial intermediary (i.e., it will be financing projects, not building them directly). **This task requires the selected Proposer to provide and implement the “how” not just advise on the “what”.**

**Task 6: BABA Strategy and Waiver Assistance and Coordination** – (i) Develop BABA waiver strategies for sectors that CUF is targeting (e.g., solar) (including template waiver requests, e.g., template for non-availability), (ii) write BABA waiver requests for specific projects (in coordination with the relevant third party (e.g., a CUF borrower)), ensuring that all necessary documentation and justification are included, and (iii) act as the primary liaison with the EPA for waiver submissions, coordinating with stakeholders to address any questions or concerns and facilitating timely approvals.

**Task 7: Liaison and Communication with EPA** – Serve as an ongoing point of contact between CUF and the EPA for all BABA-related inquiries (including advocating, as directed, for CUF positions on BABA applicability), ensuring clear and effective communication on compliance, updates, and challenges. This task also providing support in resolving any compliance issues or discrepancies identified by the EPA, working to mitigate risks and ensure funding continuity.

**Task 8: Miscellaneous** – Provide support for any other BABA-related tasks that may arise, ensuring comprehensive coverage of all compliance, educational, or operational needs related to the implementation and adherence to BABA requirements.

**Task 9: Coalition Partners** – Provide any of the above services to any of CUF’s coalition partners, CPC Climate Capital, LLC and Self-Help Climate Capital, LLC.

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

- A. **Section 1 (Experience).** The Proposer should describe its qualification and experience related to the areas outlined in the scope of services above. Specifically, the proposer should describe its experience using the below table; the maximum length for this section is **four pages**.

Experience Factor	Proposer Response (Experience, Examples)
Experience providing BABA education and training to audiences with zero BABA experience	

Experience Factor	Proposer Response (Experience, Examples)
Experience analyzing the applicability of BABA to <u>lenders, grant providers, or similar entities</u> that are making loans (or other finance transactions) using federal funds to construction projects	
Experience with (other) client engagements on BABA compliance	
Experience with writing BABA <u>waivers</u>	
Experience with development and implementation of a BABA compliance program	
Experience with communicating / liaising with EPA on BABA-related matters	
Other BABA-related experience	

B. **Work Plan.** To assess the Proposer’s project management capabilities, please provide a short, bulleted, step-by-step work plan (or action plan) for Task 3 and Task 5. The maximum length for this is **two pages**.

C. **Section 2 (Organization, Size, Structure).** The Proposer should describe its organization in terms of the following:

- Experience of proposed team members (including years of relevant experience)
- Diversity metrics expressed as a percentage, in each case, for (i) the organization, (ii) the senior team members, and (iii) the other team members:
  - Male/Female
  - Race and Ethnicity
  - LGBTQ+
- 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/Affirmative Action Policy and DEI statement, if available. CUF encourages the participation of businesses owned by Minorities, Females

and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts.

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)).

- D. **Section 4 (Pricing).** Please insert your pricing for each of the tasks using the below table; note that some tasks are priced hourly and some are priced as fixed fee. Proposer may also propose alternative fee arrangements. The below table may be adapted by proposers, so long as pricing is provided on a task-by-task basis.

Task	Proposed Pricing
1	Fixed Fee:
2	Hourly Rate:
3	Fixed Fee:
4	Fixed Fee For First Transaction Analyzed: Fixed Fee For Each Subsequent Transaction Analyzed:
5	Fixed Fee:
6	Hourly Rate:
7	Hourly Rate:
8	Hourly Rate:
9	Hourly Rate:

Proposed fixed fee pricing should take into account the following:

- regular virtual meetings with staff until completion of the relevant task; and
  - some of the above tasks, particularly those with deliverables to external parties, may involve working with CUF’s marketing and branding consultant to ensure that any distributed materials visually reflect CUF branding.
- E. **Section 5 (Cybersecurity and Breaches).** 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.
- F. **Section 6 (Insurance).** Describe the levels of coverage for liability insurance and cyber insurance your organization carries.
- G. **Section 7 (Debarment or Suspension).** Confirm that neither your organization nor any individual employee has been debarred or suspended from or ineligible for participation in Federal assistance programs.
- H. **Section 8 (Contact Information).** The Proposer should include the name, title, mailing address, email address, and telephone number for the primary point of contact of the Proposer.

- I. **Section 9 (Appendices and Attestations).** All responses must be signed by an individual authorized to legally represent the organization, and include the following attachments:
  - a. Attachment A – Federal Contract Provisions
  - b. Attachment B – Byrd Anti-Lobbying Certification
  - c. Attachment C – Certification of Diligence, Accuracy, and Completeness
  - d. Attachment D – Certificate of Independent Price Determination
  - e. Attachment E – Sample Termination and Default

#### IV. PROPOSAL EVALUATION.

- A. **Submission of Proposals.** All proposals must be submitted electronically in PDF format to [cucompliance@climateunitedfund.org](mailto:cucompliance@climateunitedfund.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.
- B. **Evaluation Procedure and Criteria.** CUF will review proposals against initial criteria, including:
  - a. First-tier evaluation metrics: responsiveness to RFP, relevant experience, price reasonableness (including compliance with 2 CFR § 200.459), depth and breadth of proposed team members experience , proposed Task 3 and Task 5 work plans, and interviews (if conducted).
  - b. Second-tier evaluation metrics: DBE status and diversity of proposed team and potential reference checks following interviews.

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. CUF may adjust initial scoring based upon additional diligence including information disclosed during interviews. CUF may in its sole discretion request additional or supplemental materials on a case-by-case basis.

- C. **Terms of Engagement.** CUF intends for this RFP to result in the selected Proposers(s) executing Master Services Agreement(s), which will enable CUF to initiate distinct Task Orders for engaging the selected Proposer(s) for support on the grant-funded projects defined within such Task Order. 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 one (1) calendar year, with option for renewal for up to an additional five (5) individual calendar years. Proposers must be amenable to inclusion, in a contract, of any information provided whether herein 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). Reimbursement for services will be contingent on CUF receiving NCIF grant funding from EPA.

**D. Timeline**

<b>RFP Process and Schedule</b>	
<b>Milestone</b>	<b>Date</b>
Release of RFP	August 26, 2024
Proposer Questions Due to CUF	5 P.M. ET on September 17, 2024
CUF answers all Proposer Questions	September 24, 2024
RFP Proposals Due to CUF	5 P.M. ET on October 4, 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 submit them to [cucompliance@climateunitedfund.org](mailto:cucompliance@climateunitedfund.org) no later than **5 P.M. ET on September 17, 2024**. Proposers are prohibited from directly 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.



## **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 PROCUREMENTS**<sup>1</sup>

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:
  - (1) "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.
  - (2) "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)**<sup>2</sup>

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 PROVISIONS**<sup>3</sup>

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

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

<sup>2</sup> Appendix II to 2 CFR Part 200, subsection (I).

<sup>3</sup> Appendix II to 2 CFR Part 200, subsection (G).

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)**<sup>4</sup>

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 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.

**COPELAND "ANTI-KICKBACK" ACT PROVISION**

1. 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.
2. 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.
3. 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.

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

### **COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)**<sup>5</sup>

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, 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)**<sup>6</sup>

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).
- (i) 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

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<sup>5</sup> 48 CFR § 27.409, 52.227-14.

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

- Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) 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 MATERIALS**<sup>7</sup>

1. 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—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. 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-procurement-guideline-cpg-program>
3. 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)**<sup>8</sup>

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**<sup>9</sup>

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

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

<sup>8</sup> Appendix II to 2 CFR Part 200, subsection (F).

<sup>9</sup> Appendix II to 2 CFR Part 200, subsection (H).

- Management (SAM) at [www.sam.gov](http://www.sam.gov), in accordance with the OMB guidelines at 2 C.F.R. 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. 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.
  4. 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.
  5. 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 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 Certification<sup>10</sup>**

**BYRD ANTI-LOBBYING CERTIFICATION**

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

1. 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.
2. 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.
3. 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: **[NAME OF SOLICITATION]**

\_\_\_\_\_  
Responding Organization Name

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

\_\_\_\_\_  
Signature of Organization's Authorized Official

\_\_\_\_\_  
Name and Title of Organization's Authorized Official

\_\_\_\_\_  
Date

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION**

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

**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:

1. The information provided in the proposal is accurate and reflects the current state of our capabilities, qualifications, and offerings.
2. I have thoroughly reviewed and ensured the completeness of all required documents, including attachments and supporting materials.
3. All statements made in the proposal are truthful, and there is no intent to deceive or mislead the requesting entity.
4. 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 Determination<sup>11</sup>**

**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**

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<sup>11</sup> 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:

- a. Contractor fails to perform or comply with any of the terms or conditions of the contract;
- b. Contractor breaches any covenant, representation or warranty provided herein; or
- c. 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:

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

- a. Stop work immediately on the terminated portion of the contract;
- b. Terminate all subcontracts related to the terminated portion of the prime contract (if any);
- c. Perform the continued portion of the contract which is not terminated (if applicable);
- d. 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;
- e. Deliver to CUF all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the confidential information of CUF;
- f. Promptly notify CUF in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
- g. Settle outstanding liabilities and proposals arising out of the termination; and
- h. 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**