

**CPC CLIMATE CAPITAL LLC**

**REQUEST FOR PROPOSALS**

**DATA COLLECTION PLATFORM SERVICES**

**NOVEMBER 22, 2024**

**PROPOSAL DUE DATE: DECEMBER 23, 2024, AT 5:00 PM EST**

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## I. GENERAL INFORMATION.

**Purpose.** This request for proposals (RFP) is to contract for Data Collection Platform Services. These services will be provided to CPC Climate Capital, LLC (CPC Climate Capital), a subsidiary of The Community Preservation Corporation (CPC). CPC Climate Capital is a coalition partner of Climate United Fund, a selected applicant to the \$14 billion National Clean Investment Fund (NCIF) grant competition of the Greenhouse Gas Reduction Fund (GGRF). The U.S. Environmental Protection Agency (EPA) announced its selection of Climate United Fund (CUF) and its two coalition partners, CPC Climate Capital and Self-Help Climate Capital, LLC (Self Help), as selected applicants for a \$6,970,000,000 grant award. Of this, \$2.2B will be allocated to CPC Climate Capital to support the transformation of the multifamily housing market.

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).

CPC Climate Capital is seeking proposals from qualified vendors to provide a comprehensive, cloud-based Software-as-a-Service (SaaS) system designed to serve building owners, lenders, and CPC Climate Capital program administrators by digitizing, normalizing, and aggregating data across participating multifamily buildings and portfolios.

We anticipate that the fees for this engagement will be paid by such award and will be in compliance with any terms of such award. 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. 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 CPC Climate Capital is making an offer to conduct, expand, or terminate business with any Proposer. Your preparation and submission of a response does not commit CPC Climate Capital to award the business to any Proposer even if all the requirements are met.

- A. **Instructions on Proposal Submission.** Proposals must be submitted electronically no later than **5:00 PM EST on DECEMBER 23, 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.
- B. **Confidentiality.** The Proposer agrees to keep confidential all nonpublic information about CPC Climate Capital, CUF and its other coalition partner, Self Help Climate Capital. Proposer

further 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 CPC Climate Capital and will become property of CPC Climate Capital subject to disclosure under the Freedom of Information Act.

C. **CPC Climate Capital's Reservation of Rights.** The CPC Climate Capital reserves the right, without limitations, to:

- Reject any or all proposals without explanation.
- Waive technicalities, informalities or irregularities in the RFP process.
- Withdraw this RFP at any time, if deemed to be in its best interests (in CPC Climate Capital's sole and exclusive discretion).
- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested goods.
- Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of CPC Climate Capital.
- CPC Climate Capital shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- Make multiple or partial awards.
- Request additional information from any Proposer (including a list of client references),
- Contact any individuals, entities, and/or organizations that have had a business relationship with the Proposer, regardless of their inclusion in the reference section of the proposal's submittal.
- Reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
  - Funding is not available.
  - Legal restrictions are placed upon the expenditure of monies for this category.
  - CPC Climate Capital's requirements in good faith change after the award of the contract.

In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, CPC Climate Capital reserves the right to:

- Seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under other federal funds as related to the services requested herein, or to reduce

the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.

- Contract with one or more qualified proposers as a result of the selection of the qualified proposers or the cancellation of this RFP.
- Negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.

## II. SCOPE OF SERVICES.

CPC Climate Capital is seeking proposals from qualified vendors to provide a comprehensive, cloud-based Software-as-a-Service (SaaS) system designed to serve building owners, lenders, and CPC Climate Capital program administrators by digitizing, normalizing, and aggregating data across participating multifamily buildings and portfolios.

Specific activities and tasks under the Scope of Services for Data Collection Platform Services are included as **Attachment A (Scope of Services)**.

Deliverables to be provided are detailed in **Attachment A (Scope of Services)**. The Proposer shall be responsible for completing, at a minimum, the activities outlined in the Scope of Services.

The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract as identified in the RFP. The Scope of Services presented is based upon circumstances existing at the time of solicitation. The CPC Climate Capital reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. Also, the Selected Proposer(s) must comply with the specific activities and tasks as defined in **Attachment A (Scope of Services)**.

## III. PROPOSAL CONTENTS.

The Proposer in its proposal shall include the following (including the appropriate section number):

- A. Section 1 (Cover Letter):** The Cover Letter must be signed by the Proposer's authorized representative. The Proposer should include in the Cover Letter the name, title, mailing address, email address, and telephone number for the primary point of contact of the Proposer.
- B. Section 2 (Executive Summary):** Include a brief overview of the Proposers commitment to services required.
- C. Section 3 (Organization, Size, Structure).** The Proposer should describe its organization in terms of the following:
  - Overall size and experience.
  - Company or organizational overview.
  - A representative list of major customers/clients.

- Diversity metrics of staff and any board of directors:
  - 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 your Equal Opportunity/Affirmative Action Policy and DEI statement, if available. CPC Climate Capital 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 (Qualifications and Approach).**

- a. **Staffing:** the Proposer should provide an organizational chart of proposed staffing (whether employed by the Proposer or a subcontractor) and a description of the qualifications of staff to be assigned to the project, as well as the diversity of the proposed team. The proposal should include resumes and/or bios for everyone on the proposed team, including a demonstration of experience with similar projects, professional qualifications and credentials, professional/educational background, qualifications relevant to the scope of services in this RFP, and tenure with the organization.
- b. **Experience:** The Proposer should describe its qualifications and experience related to the areas outlined in the scope of services above. Experience should include examples of conducting similar or related work. The Proposer should provide a narrative explanation that demonstrates the following qualifications:
  - + Experience or demonstrated knowledge across all 10 EPA regions.
  - + Demonstrated experience working with and collecting data on/from multifamily buildings.
  - + Demonstrated familiarity with building energy performance standards, green certifications, and reporting tools (e.g., Energy Star Portfolio Manager).
  - + Demonstrated familiarity with GHG reduction policy, implementation, and the national regulatory landscape.
  - + Describe expertise in developing and implementing cloud-based Software-as-a-Service (SaaS) platforms, particularly for building data management, energy efficiency, emissions tracking, or similar functions.
  - + Describe experience working with clients of similar scale and industry as outlined in this RFP, particularly building owners, lenders, or government agencies.

Highlight successful projects that align with the capabilities requested in this RFP, including data collection and QA, reporting, emissions tracking, and decarbonization project management.

**c. Organizational Background:**

- + Provide an overview of the proposing organization's history, mission, and core areas of expertise.
- + Highlight any industry recognitions, certifications, or awards that demonstrate proposers' leadership in providing cloud-based or energy management solutions.
- + Proposers must provide an organizational chart showing the key personnel who will be assigned to this project.
- + Clearly indicate the roles and responsibilities of each staff member involved in the project, including project managers, developers, integration specialists, and support staff.

**d. Technical and Project Management Expertise:**

- + Highlight the proposer's expertise in agile development, SaaS system customization, and third-party system integration.
- + Explain proposers' organization's project management approach, tools used (e.g., Gantt charts, tracking systems), and processes for ensuring on-time delivery, quality control, and client communication throughout the project lifecycle.

**e. Work Samples:** The Proposer is highly encouraged to provide work samples that demonstrate their ability to deliver on the scope of services in this RFP.

**f. Approach:** The Proposer should include a narrative description of how they would approach the Data Collection Platform Services, including work sequence, timelines, and key deliverables.

Excluding the required resumes or bios, or portfolio samples, the qualifications and approach section shall not exceed **one hundred (100)** pages. Responses that exceed the page limit will only be evaluated up to the contents of page **one hundred (100)**. Content beyond this point will not be considered in the evaluation.

**E. Section 5 (Pricing).** The Proposer should include the cost for the services requested herein and shall be submitted using **Attachment B (Cost Form)**

**F. Section 6 (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.

**G. Section 7 (Insurance).** Describe the levels of coverage for all insurance (including professional liability and cyber insurance) your organization carries.

- H. Section 8 (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.
- I. Section 10 (Appendices and Attestations).** All responses must be signed by an individual authorized to legally represent the organization, and include the following attachments:
- Attachment A – Scope of Services
  - Attachment B – Cost Form
  - Attachment C – Federal Contract Provisions
  - Attachment D– Byrd Anti-Lobbying Certification
  - Attachment E – Certification of Diligence, Accuracy, and Completeness
  - Attachment F – Certificate of Independent Price Determination
  - Attachment G – Sample Termination and Default
  - Attachment H- Model Contract

#### **IV. PROPOSAL EVALUATION.**

**A. Submission of Proposals.**

All proposals must be submitted electronically in PDF format to [rfp@communitytp.com](mailto:rfp@communitytp.com). CPC Climate is not responsible for electronic files that cannot be opened or corrupted files. If files cannot be opened, CPC Climate 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.**

Each complete package of a Proposal shall comply with the technical information specified in the following sections. The evaluation process is composed of three (3) steps and the proposals will be evaluated according to compliance with the requirements of each one, which are described below:

**a. Responsiveness of the Proposal**

To evaluate whether the proposal is responsive, the CPC Climate Capital will first verify whether the submitted documents meet the submission requirements found in this RFP. Proposals shall be responsive in all their parts so that CPC Climate Capital can proceed to the following evaluation criteria under a rating of Pass or Fail. Proposals that do not include information or documentation required under any of the mandatory parts of this RFP may be disqualified.

**b. Technical Proposal**

The CPC Climate Capital will evaluate responsive proposals in accordance with the criteria listed below under a rating of Excellent, Good, Fair, Poor, and Not Compliant.

- Professional qualifications and experience of the Proposer to successfully perform the services required in this RFP, as evidenced by the successful implementation of relevant services of similar scope and complexity, preferably with federal funds. *See Section III.*



*Proposal Contents, C. Section 3 (Organization, Size, Structure), and Section III. Proposal Contents, D. Section 4 (Qualifications and Approach) b. Experience.*

- Professional qualifications and specialized experience of the proposed key staff personnel as evidenced by relevant experience to the role proposed. *See Section III. Proposal Contents, D. Section 4 (Qualifications and Approach) a. Staffing.*
- Quality of the proposed approach and its relevance to the services described in this RFP, including implementation schedule, and understanding of the CPC Climate Capital's goals. *See Section III. Proposal Contents, D. Section 4 (Qualifications and Approach) c. Work Samples and d. Approach.*
- Level, quality, and relevancy of participation by DBE and MBE/WBE. (Preference).

c. Price Proposal

Only those proposals deemed to be qualified to successfully perform the services required, as evidenced by the supporting documentation provided, will be considered for inclusion in a preliminary shortlist. Once added to the shortlist, CPC Climate Capital will review the price proposals of those firms/teams whose proposals are deemed to possess the qualifications and experience necessary to successfully perform the services required. The evaluation of the price will be based on the criteria listed below:

- Reasonableness of overall price, allocation of effort, and overall value offered. *Section III. Proposal Contents, D. Section 5 (Pricing).*

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. CPC Climate Capital may request a meeting with the proposed team as part of the selection process. CPC Climate Capital's decision regarding this RFP will be final and not subject to review.

C. **Evaluation Committee**

An Evaluation Committee will be appointed by the CPC Climate Capital. The Evaluation Committee may rely on specialized advisers, consultants, and/or subject-matter experts to complete the review and rating of the different sections of this RFP.

D. **Evaluation Guidelines**

Proposals will receive a ranking description based on the evaluation of the proposal content of:

- a. **Responsive.** Proposals that meet the necessary requirements that will enable the CPC Climate Capital to review and decide on the qualifications and viability of the proposal.
- b. **Not Responsive:** The Proposal received a rating of Not Responsive in one (1) or more sections and will prevent CPC Climate Capital from reviewing and deciding on the qualifications and viability of the proposal.
- c. **Qualified:** The Proposal received a rating of Good or better for each section.
- d. **Not Qualified:** The Proposal received a rating of Fair, Poor, or Not Compliant in one (1) or more sections.

**E. Interviews**

CPC Climate Capital reserves the right to, but it is not obligated to, request and require that any or all Proposers provide a formal presentation of its Proposal at a date and time to be determined. If required by CPC Climate Capital, it is anticipated that such a presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

**F. Negotiations**

CPC Climate Capital may determine necessary discussion and negotiations with Qualified Proposers. Negotiations are exchanges between the CPC Climate Capital and Proposers that are undertaken with the intent of allowing the Proposers to revise their Price Proposals. The primary objective of discussions is to maximize the CPC Climate Capital’s ability to obtain the best possible offers, based on the requirements set forth in the RFP. The CPC Climate Capital may elect to request the submission of Best and Final Offers (BAFO) from one or more of the highest qualified proposers or shortlisted proposers, if any. The specific format and content of the negotiation process will be determined by CPC Climate Capital.

**G. Terms of Engagement.**

CPC Climate intends for this RFP to result in the selected Proposers(s) executing a Services Agreement, which will enable CPC Climate Capital to include the initial scope of services with the potential to add additional scopes of work if the project requires extension or expansion. 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 **four (4)** 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 CPC Climate Capital receiving NCIF grant funding from EPA and CPC Climate Capital receiving grant funding from CUF. The CPC Climate Capital reserves the right to re-bid the Contract at any time during the performance of the Contract.

**H. Timeline**

<b>RFP Process and Schedule</b>	
<b>Milestone</b>	<b>Date</b>
Release of RFP	<b>November 22, 2024</b>
Proposer Questions Due to CPC Climate	<b>December 2, 2024 at 5:00 PM EST</b>
CPC Climate answers all Proposer Questions	<b>December 12, 2024</b>
RFP Proposals Due to CPC Climate	<b>December 23, 2024 at 5:00 PM EST</b>

The dates, times, and activities are subject to change and may be revised through the issuance of Addenda by CPC Climate Capital.

**I. Certifications**

Proposer must submit with their response to this RFP an executed copy of the following certifications: **Attachment C** – Federal Contract Provisions, **Attachment D** – Byrd Anti-Lobbying Certification, **Attachment E** – Certification of Diligence, Accuracy, and Completeness and **Attachment F** – Certificate of Independent Price Determination.

**J. Model Contract**

A Model Contract is included as **Attachment H**. Please be aware that this model contract is just a draft and may be subject to modifications before execution, at CPC Climate Capital’s discretion, as a result of negotiations with the Selected Proposer(s), by law or regulations, or any other event that may affect the dispositions therein contained.

**V. QUESTIONS AND CONTACT INFORMATION**

If you have any questions concerning this RFP, please contact [rfp@communityp.com](mailto:rfp@communityp.com) no later than **December 2, 2024 at 5:00 PM EST**. Please send with the subject line “RFP Data Collection Platform Services – NAME OF FIRM – QUESTIONS.” We intend to respond to all questions received by **December 12, 2024**.

Proposers are prohibited from contacting any other CPC Climate Capital employee about this RFP. Only written questions submitted to CPC Climate Capital via the [rfp@communityp.com](mailto:rfp@communityp.com) email address 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. CPC Climate Capital shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this RFP.

**VI. PROPOSAL ATTACHMENTS**

The following are the Attachments to be included with the Proposal submitted.

**[THIS SECTION IS INTENTIONALLY BLANK]**

## ATTACHMENT A – SCOPE OF SERVICES

### Introduction

CPC Climate Capital is seeking proposals from qualified vendors to provide a comprehensive, cloud-based Software-as-a-Service (SaaS) system designed to serve building owners, lenders, and CPC Climate Capital program administrators by digitizing, normalizing, and aggregating data across participating multifamily buildings and portfolios. The selected system will streamline data collection, enable compliance with regulatory standards, support energy and decarbonization projects, and deliver robust reporting capabilities. The solution must be scalable, secure, customizable, and adaptable to evolving industry needs.

### Overall Services:

The primary goal of the SaaS system is to provide a unified, cloud-based environment where building owners, lenders, and administrators can manage, share, and report building-level and portfolio-level data. This scope encompasses the following areas:

- **Projected Impact on Utilities (consumption and spend) and Indicative Loan Sizing:** The system shall generate projected utility savings (consumption and spend), construction cost, and indicative loan amount as a result of the projected greenhouse gas emissions reductions based on the proposed decarbonization measures/CPC Climate Capital performance standard (i.e., Save a Ton, Clean Air, Clean Air Boost).
- **Benchmarking and Baseline Establishment:** The system shall facilitate energy, water, greenhouse gas emissions and spend baselines for both existing buildings and new construction using data collected in the platform and through integrations with national utilities and Energy Star Portfolio Manager.
- **Project Tracking:** The system shall support comprehensive tracking of decarbonization projects, from initial planning through completion, including the equipment associated with the decarbonization scope (i.e. HVAC, DHW, appliances) as well as any applicable green certifications anticipated/achieved.
- **Ongoing Performance Benchmarking:** The system shall continuously capture and report on energy and water usage, spend, and performance following construction completion, enabling ongoing benchmarking against the initial projections and baselines.
- **Data Management:** Facilitate capture, normalization, and sharing of data from multiple sources, such as energy meters, utility data, operational systems (HVAC, environmental sensors), and other building-related assets.
- **Quality Assurance of Data:** The system shall include mechanisms for the quality assurance of submitted and collected data to ensure accuracy and reliability.

- **Portfolio Performance Analytics:** The platform will allow for data analysis across the program portfolio, providing an overview of energy and water usage, spend, and performance in easily usable dashboards, at both the building-level and portfolio-level.

#### **Mandatory Requirements:**

- The system must be capable of estimating utility savings (consumption and spend), construction cost, and indicative loan amount as a result of the projected greenhouse gas emissions reductions based on the proposed decarbonization measures/CPC Climate Capital performance standard. This will require access to national data sets to inform regional comparisons.
- The system must be capable of establishing energy, water, greenhouse gas emissions and spend baselines for both existing buildings and new construction.
- The system must be able to track decarbonization projects through the project life cycle, including the equipment associated with the decarbonization scope (i.e. HVAC, DHW, appliances) as well as any applicable green certifications anticipated/achieved.
- The system must be able to track and report on actual performance metrics following construction completion.
- The system must allow for data analysis across the program portfolio, providing an overview of energy and water usage, spending, and performance at both the building-level and portfolio-level.
- The system must facilitate data collection from national utilities and Energy Star Portfolio Manager.
- The system must be a cloud-based SaaS solution that supports multiple types of users (e.g., building owners, lenders, administrators) and provides role-based access and permission management with auditing capabilities.
- The system must be configurable and flexible to meet EPA and system requirements outlined in Exhibit A- System and Functional Requirements (Supplement to the Scope of Services).
- The solution must provide scalability and customizability to support increasing numbers of users, buildings and data points without degrading performance.
- The system must integrate with Energy Star Portfolio Manager.
- Customizations must allow for configuration of functionality aligned with requirements.
- The system must ensure 99.5% uptime, with disaster recovery and incident response capabilities included.
- The system must have efficient data processing capabilities to handle large-scale data aggregation and reporting without delays.

- The system must support long-term data retention policies, ensuring that historical data, including EnergyStar scores, emissions reports, and operational data, is maintained for auditing and compliance purposes.
- The system should have or support near-time bi-directional data exchange between the system and external systems, allowing for seamless data integration and automated reporting.
- The system must comply with relevant data privacy regulations and security standards, including SOC 2 Type 2, ISO 27001, and NIST compliance. If the proposer does not possess SOC 2 Type 2 certification, they must explain how they meet NIST compliance standards and submit their IT security policies, which include but are not limited to:
  - Information Security Program
    - Business Continuity Plan
    - Access Management Plan
    - Disaster Recovery Plan
    - System Security Plan
    - Data Breach and Notification Policy
    - Any other relevant security and compliance plans as required.

#### **Implementation Plan and Timeline:**

- Proposers must submit a full implementation plan that includes a detailed timeline and work breakdown structure outlining each phase of the project, key milestones, and deliverables.
  - The implementation plan should provide a clear and detailed approach outlining the path from the project kickoff to final delivery, with estimates for each phase (e.g., discovery, design, development, testing, and deployment).
  - Highlight any assumptions and anticipated risks during implementation and provide a strategy for mitigating them to ensure successful and timely delivery.

#### **Post-System Launch Support:**

- Provide details on the proposed approach relating to user training, onboarding, and technical support including user support, ongoing maintenance, updates, and troubleshooting services during and after the project implementation.
- Explain the types of support you offer (e.g., helpdesk, live support, technical documentation, knowledgebase) and proposers service level commitments.
- Specify the response times for various support tiers (e.g., critical issues, minor issues, enhancements) and describe how support will be accessed by users.
- Highlight the proposers' approach to system upgrades and how you manage feature requests or enhancements post-launch.

- The proposer shall provide an Operations and Maintenance plan for ongoing support.
- The proposer shall provide a knowledge transfer plan.

### **Customization Narrative and Timeline Impact**

In **Exhibit A - System & Functional Requirements for Implementation**, [[https://communityp.com/wp-content/uploads/2024/11/CPC-Climate\\_RFP-Data-Collection-Exhibit-A-System-Functional-Requirements-Final.xlsx](https://communityp.com/wp-content/uploads/2024/11/CPC-Climate_RFP-Data-Collection-Exhibit-A-System-Functional-Requirements-Final.xlsx) ] proposers are required to indicate whether each feature is baseline system functionality, light customization, moderate customization, or requires development. For any requirement that proposers have indicated as not baseline functionality, please provide a detailed narrative explaining how the proposer plans to customize or develop the feature to meet the requirement and the estimated timeline for doing so.

For each non-baseline feature, proposers' narrative should address the following:

#### **Customization or Development Approach:**

- Describe proposers' approach to customizing or developing the functionality to meet the specified requirement. Explain the tools, frameworks, and processes you will use.
  - Provide details on any third-party integrations, APIs, or additional software components that will be utilized.
  - Explain any necessary user interface (UI) or user experience (UX) changes to accommodate the customizations.

#### **Impact on Proposed Timeline:**

- Provide an estimated timeline for the completion of each customization or development effort.
- Specify any dependencies or milestones that could affect the delivery of the customized feature.
- Outline potential risks associated with the customization and proposers' strategy for mitigating those risks.

#### **Cost Implications (if applicable):**

- If customization impacts costs, include an overview of the pricing model for custom development.
- Outline any ongoing support or maintenance that may be required for customized features post-launch.
- A special allowance may be proposed for special tasks and customization that will be defined during the system implementation including tasks, but not limited to:

1. Post Implementation On-Site Support
  2. Customization of system modules, features, reports, and other functionality in the system to support program evolution post implementation.
- During the course of project implementation, a special allowance may be proposed for additional system needs and customization that are defined during the course of implementation. Use of special allowance funds of these tasks will require prior authorization by CPC Climate Capital. Special allowance tasks that will be defined during the system implementation may include but are limited to:
    1. Post Implementation On-Site Support
    2. Customization of system modules, features, reports, and other functionality in the system to support program evolution post implementation.

**Timeline Adjustments Due to Customization:**

If any system requirement is not baseline and requires customization or development, you must also provide an updated project timeline. This revised timeline should highlight the impact of the customizations, including new milestones, dependencies, and the estimated completion date of each customized feature.

**Future Customizations and Engagement:**

- Provide a narrative explaining how proposers organization can be engaged to handle future customizations or additional feature requests after the system has been launched.
- Describe proposers' process for assessing, developing, and implementing customizations based on evolving client needs.
- Outline any pricing models or support frameworks for post-launch customizations, including whether future customizations will be handled on a time-and-materials basis, retainer, or another model.
- Explain how you collaborate with clients to identify new requirements, plan enhancements, and ensure that future customizations align with their strategic goals.

**Vendor References:**

- Proposers must provide three (3) references where they have provided their system and performed similar services within the past five years.
- Each reference must include the scope of services provided, the results of the engagement, and contact information for the client.
- Ensure that the references provided can validate proposers' ability to deliver services similar to those requested in this RFP, particularly with respect to SaaS systems, data management, and regulatory compliance management, and regulatory compliance.



### **Demonstrations and Interviews**

As part of the proposal evaluation process, selected proposers may be invited to participate in demonstrations and interviews. These sessions will provide an opportunity for proposers to further explain their solution and approach, and for the evaluation committee to gain a deeper understanding of the proposed system and its alignment with the project's objectives.

- Demonstrations will allow proposers to showcase the features and functionalities of their solution, highlighting how it meets the specified requirements and can be adapted to the project's needs.
- Interviews will offer an opportunity for the committee to ask detailed questions about the proposer's methodology, team qualifications, and project management approach, as well as discuss any potential challenges and how they will be addressed.

### **ACKNOWLEDGMENT AND CERTIFICATION:**

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

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).

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**ATTACHMENT B – COST FORM**

Name of Proposer:

**DATA COLLECTION PLATFORM SERVICES**

<b>Services for Year 1</b>	<b>Total Estimated Costs</b>
Implementation and Configuration	\$
Training	\$
Data Migration Services	\$
Software Licenses	\$
Maintenance and Support	\$
<b>[A] Subtotal Estimated Costs for Services</b>	<b>\$</b>

**ANNUAL FEES**

<b>Annual Fees</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost</b>
Software Licenses	\$	\$	\$	\$	\$
Maintenance and Support	\$	\$	\$	\$	\$
<b>Sub-total Estimated Cost Annual Fees</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>[B]\$</b>

**TOTAL COST PROPOSAL**

<b>[A] Subtotal Estimated Costs for Services for Year 1</b>	<b>\$</b>
<b>[B] Sub-total Estimated Cost Annual Fees</b>	<b>\$</b>
<b>[C] TOTAL COST PROPOSAL = [A] + [B]</b>	<b>\$</b>

**Notes on Total Proposal Cost:**

- (1) The Total Proposal Cost represents the potential total cost for the services.
- (2) The contract for Data Collection Platform Services is for a performance period of one (1) year with four (4) optional annual extensions.
- (3) The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual quantity of services rendered by the Selected Proposer(s).
- (4) CPC Climate Capital may contract multiple firms, at its own discretion and in its best interest.

(5) Pricing must include all expenses, including overhead, profit, reimbursements, incidental, taxes, fringe benefits, handling, and delivery costs, as well as any other administrative costs associated with the goods and services. CPC Climate Capital will not consider any additional costs. Only the unit prices submitted will be taken into consideration. CPC Climate Capital will not be responsible for reimbursement of expenses related to per-diem, tolls, parts, or labor for equipment under warranty.

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Proposer's Signature

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Date

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Proposer's Printed Name

## **ATTACHMENT C – 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 CPC Climate Capital.

### **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

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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).

to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

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

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

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.

**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

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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.

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 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

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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).

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 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]**

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



**ACKNOWLEDGMENT AND CERTIFICATION:**

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

(1) acknowledge that the specific terms and conditions outlined in this **Attachment C** 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 D – 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: **RFP Data Collection Platform Services**

\_\_\_\_\_  
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 E – CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS**

On behalf of [Name of Organization], [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 F – 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 G – SAMPLE TERMINATION AND DEFAULT**

### **SUSPENSION AND TERMINATION FOR DEFAULT**

CPC Climate Capital LLC (“CPC Climate Capital”) 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 CPC Climate Capital’s reasonable satisfaction; *provided, however*, that, if after thirty (30) days from such a suspension notice Contractor remains in default, CPC Climate Capital may terminate Contractor’s rights under the contract. All of Contractor’s obligations to CPC Climate Capital 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**

CPC Climate Capital’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, CPC Climate Capital may exercise any remedy permitted by law.

### **TERMINATION FOR CONVENIENCE**

CPC Climate Capital may for convenience terminate the contract, subject to the following:

- a. Termination for convenience must be determined to be in the best interest of CPC CLIMATE CAPITAL (in CPC CLIMATE CAPITAL’s sole and absolute discretion); and
- b. Contractor must be provided with thirty (30) days’ written notice of the termination for convenience, unless CPC CLIMATE CAPITAL has made a written determination that a shorter notice period is in the best interest of CPC CLIMATE CAPITAL (in CPC CLIMATE CAPITAL’s sole and absolute discretion).

The termination for convenience shall not relieve CPC CLIMATE CAPITAL 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. CPC CLIMATE CAPITAL may request additional documentation to support final payment. Unless otherwise specified above, CPC CLIMATE CAPITAL shall not have any further obligation or liability to Contractor.

## **TERMINATION FOR LACK OF FUNDING**

CPC CLIMATE CAPITAL may terminate a contract if funds are not appropriated to CPC CLIMATE CAPITAL 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. CPC CLIMATE CAPITAL shall provide Contractor with thirty (30) calendar days written notice of termination, unless CPC CLIMATE CAPITAL 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 CPC CLIMATE CAPITAL has or may acquire an interest, and, if directed by CPC CLIMATE CAPITAL, deliver the property to CPC CLIMATE CAPITAL;
- e. Deliver to CPC CLIMATE CAPITAL all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the confidential information of CPC CLIMATE CAPITAL;
- f. Promptly notify CPC CLIMATE CAPITAL 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.

## ATTACHMENT H – MODEL CONTRACT

### Services Agreement under Federal Award

This services agreement (“**Agreement**”), is entered into between CPC Climate Capital LLC a New York not-for-profit corporation with a principal place of business at 220 East 42<sup>nd</sup> Street, 16<sup>th</sup> Floor, New York, NY 10017 (“CPC Climate Capital”) and [COMPANY NAME], a [TYPE OF ORGANIZATION] having its principal place of business at [ADDRESS] (the “Contractor”), for the provision of [SERVICES DESCRIPTION], which Contractor provides within its normal business operations. CPC Climate Capital and Contractor may be referred to individually as a “Party” and collectively as “Parties.” The Agreement is effective as of the date last signed below (the “**Effective Date**”).

In April 2024 the U.S. Environmental Protection Agency (“**Prime Funder**”) selected applicants for National Clean Investment Fund awards under the Inflation Reduction Act’s Green House Gas Reduction Fund (the “**Program**”). The Prime Funder identified Climate United Fund (“Prime Recipient”) as a selectee along with its coalition members, which includes CPC Climate Capital. The terms of the prime award between Prime Funder and Prime Recipient were finalized as of August 13, 2024 (the “**Prime Award**”) and Prime Recipient and CPC Climate Capital are currently finalizing the terms of the subaward between the Prime Recipient and CPC Climate Capital (the “**Subaward**”).

CPC Climate Capital desires to enter into an agreement with Contractor for Contractor to provide CPC Climate Capital with services that are ancillary to the operation of the Project. Contractor wishes to perform, and has represented to CPC Climate Capital that Contractor is capable of performing and is willing to perform, the services described in this Agreement.

In consideration of the promises contained in this Agreement, the Parties now agree as follow:

### **SCOPE OF SERVICES**

The scope of services is as set forth on Exhibit A hereto (the “**SOW**”). Contractor will provide at its own expense the necessary personnel, services, equipment, and facilities to complete the Services.

### **COMPENSATION**

[CPC Climate Capital shall pay Contractor a firm, fixed fee of \$[AMOUNT] (the “**Contract Price**”) upon Contractor’s completion of the SOW, based on an invoice submitted to CPC Climate Capital. The invoice must specify work performed [IF APPLICABLE: and an accounting of all expenditures made and be accompanied by receipts for all expenditures (provided that such expenditures must also comply with the provision below)]. Contractor shall submit the invoice to CPC Climate Capital by the 25th day of the month following completion of the SOW.

OR (ONLY IF DAILY/HOURLY PAY ARRANGEMENT NOT PROHIBITED BY EPA REGARDING CONTRACTOR PAY):

CPC Climate Capital shall pay Contractor at the [HOURLY/DAILY] rates stated in Exhibit B, but the total amount paid to Contractor shall not exceed \$250,000.00 (the “**NTE Contract Price**”). CPC Climate Capital will pay Contractor the agreed-upon rates for all labor performed on the Agreement, as required by the SOW. CPC Climate Capital will not pay Contractor for labor performed beyond the work described in the SOW. The agreed-upon rates include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an [HOUR/DAY] shall be paid on a prorated basis. Contractor will be paid based on monthly invoices submitted to CPC Climate Capital. The invoice must indicate the period for which it covers and detail the services provided during the subject period [IF APPLICABLE: and an accounting of all expenditures made and be accompanied by receipts for all expenditures]. Contractor shall submit invoices to CPC Climate Capital by the 25th day of the month for services completed in the prior month. CPC Climate Capital has no obligation to compensate Contractor for any amount that exceeds the NTE Contract Price, and Contractor exceeds the NTE Contract Price at its own risk.]

[The Contract Price includes compensation for all services, materials, costs, and other fees for performing the SOW. Unless explicitly stated otherwise in this Agreement, CPC Climate Capital shall have no obligation to pay Contractor any additional amount for expenses Contractor incurs in performing the SOW.

OR

CPC Climate Capital will pay Contractor for pre-approved actual, reasonable, and necessary costs that Contractor incurs in performing the SOW, such as economy travel (with automobile mileage at current U.S. Federal rate), materials, supplies, and other out-of-pocket expenses, to the extent reasonably incurred by Contractor in performing the SOW, provided that total reimbursable expenses may not exceed \$[AMOUNT] (the “**Reimbursable Cap**”). CPC Climate Capital has no obligation to compensate Contractor for costs that have not been pre-approved in writing by CPC Climate Capital, or do not comply with the Program, or that exceed the Reimbursable Cap, and Contractor exceeds the Reimbursable Cap at its own risk.]

[IF NEEDED: All payments shall be made on a gross basis without withholding of any kind.]

Contractor shall provide the following signed certification on each invoice submitted to CPC Climate Capital.

By signing this invoice, I certify to the best of my knowledge and belief that the information contained in it is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Prime Award or Subaward. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for



fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

The certification shall be accompanied by the name and title of the person signing the certification.

### **TERM**

The term for this Agreement commences on the Effective Date, and Contractor shall complete the SOW no later than [DATE]. [OR Contractor shall provide the services in the SOW from [DATE] to [DATE].] [NOTE; TERM SHOULD NOT EXCEED 5 YEARS]

Contractor agrees to perform the SOW in a timely and professional manner in compliance with applicable laws and regulations and without violation of the rights of third parties, of whose rights it has been notified in writing.

### **ACCOUNTING, AUDIT, AND RECORDS REQUIREMENTS**

Contractor shall establish and maintain an adequate system of internal accounting controls as required for prudent business practices and shall maintain accurate fiscal records and supporting documentation for all accounting transactions of the program activities. Records and audits must be consistent with Generally Accepted Accounting Principles (GAAP) and in accordance with Federal cost principles and audit requirements outlined in the Code of Federal Regulations, as applicable to the Contractor.

Contractor shall preserve its fiscal records and supporting documentation, documents, papers, or other records that are pertinent to the Project (“**Records**”) during the term of this Agreement and for a period of three (3) years following final payment under this Agreement or until such later time as may be required by CPC Climate Capital. Contractor shall permit CPC Climate Capital and any of its affiliates or authorized representatives access to the Records during normal business hours or at any reasonable time. The right of access continues as long as the Records are retained and does not expire on the expiration or termination of this Agreement or the expiration of the retention period.

Contractor shall ensure that all Records comply with such internal accounting controls and prudent business practices.

### **TERMINATION**

This Agreement may be terminated:

1. With just cause: CPC Climate Capital may terminate this Agreement, or any severable portion of this Agreement, for cause based upon Contractor’s (i) material breach of a term of this Contract or (ii) failure to comply with any of the terms and conditions of the Prime Award, by giving written notice to the Contractor. The notice will include a statement of the reason for the termination for cause and provide Contractor five (5) days to cure the breach or default under the Contract (“Cure Period”). If Contractor fails to cure the breach or default to the reasonable

satisfaction of CPC Climate Capital within the Cure Period, CPC Climate Capital may terminate this Contract. CPC Climate Capital may obtain, in the manner CPC Climate Capital considers appropriate, any remaining services or items necessary to perform this Agreement, and Contractor shall be liable for and pay to CPC Climate Capital any costs incurred by CPC Climate Capital in the re-procurement process of such services or items, including the cost for additional managerial and administrative services, that are in excess of the [INCLUDE “NTE” before “Contract Price” for time-&-materials contracts] Contract Price. A termination for cause will not impact any other rights or remedies that CPC Climate Capital may have under the terms of this Agreement, law, or equity.

2. Without cause and for convenience: Either Party may terminate this Agreement, or any severable portion of this Agreement, at any time by delivering written notice to the other Party at least thirty (30) days in advance of the proposed date of termination. If the Agreement is terminated by CPC Climate Capital, Contractor may submit a termination claim to CPC Climate Capital, and CPC Climate Capital will consider payment of reasonable and allowable. Contractor shall submit the termination claim within sixty (60) days after the effective date of the termination. Contractor’s termination claim shall include all of Contractor’s costs relating to the actual work performed and costs incurred or obligated up to and including the notice of termination, plus any reasonable costs associated with the termination. In no event, shall CPC Climate Capital be obligated to pay Contractor any amount in excess of the [INCLUDE “NTE” before “Contract Price” for time-&-materials contracts] Contract Price. This Section does not limit or affect CPC Climate Capital’s right to terminate this Agreement for cause.

3. In the event that the either the contract for the Prime Award or the contract for the Subaward are terminated by the Primer Funder or Prime Recipient, as applicable, this Agreement shall automatically terminate, and no additional payments shall be submitted or paid thereafter.

CPC Climate Capital’s termination rights are not limited by or otherwise impacted by any sanctions or penalties that a Government entity, including the Prime Funder, may impose on Contractor. For the avoidance of doubt, this means that CPC Climate has the right to terminate this Agreement even if the remedy imposed by the Government entity or Prime Funder are limited to penalties or sanctions.

## **REPRESENTATIONS**

Contractor represents and warrants to CPC Climate Capital that (i) it has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations under this Agreement; (ii) the entering into of this Agreement with CPC Climate Capital does not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject; and (iii) it has the skill, experience and qualifications to perform the services, and will perform the services in a professional manner in accordance with best industry standards.

Nothing in this Agreement and nothing in Contractor’s statements to CPC Climate Capital will be construed as a promise or guarantee about the outcome of any implementation of Services. Contractor makes no such promises or guarantees. Contractor’s comments about the outcomes are expressions of opinion only.

## **NO ASSIGNMENTS**

This Agreement may not be assigned or transferred by Contractor without the prior written consent of CPC Climate Capital. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. CPC Climate Capital may assign the Agreement to any of its affiliates without notice to Contractor or Contractor's consent. Contractor will not subcontract any of its obligations hereunder without the prior written consent of CPC Climate Capital.

## **RELATIONSHIP**

Contractor is retained by CPC Climate Capital solely as an independent contractor and Contractor's services shall be rendered as such. No employer/employee, partnership, joint venture, or other relationship between CPC Climate Capital and Contractor in connection with the services to be performed by Contractor under this Agreement is created or shall be created by the services which Contractor renders to CPC Climate Capital.

Contractor understands that as an independent contractor, Contractor and Contractor's employees will not be eligible to participate in any pension, medical, insurance or other benefit plan of CPC Climate Capital, and Contractor shall be responsible for the payment of all income or other taxes of any nature which may be levied by any governmental entity in respect of the compensation Contractor receive under this Agreement, and Contractor agrees to indemnify and hold CPC Climate Capital harmless from any claim by any such entity for any such tax.

This Agreement does not and will not authorize Contractor to enter into any agreement or other arrangement on behalf of CPC Climate Capital or its affiliates, or otherwise to legally or financially bind CPC Climate Capital or its affiliates.

Any persons employed or engaged by Contractor in connection with the performance of the SOW shall be Contractor's employees or contractors, and Contractor shall be fully responsible for them and indemnify CPC Climate Capital against any claims made by or on behalf of any such employee or contractor.

Contractor is a contractor to CPC Climate Capital under the Subaward. Except as otherwise permitted under this Agreement, Contractor shall not initiate contact with the Prime Recipient or Prime Funder without the prior written approval of CPC Climate Capital. Contractor shall ensure that all of Contractor's permitted communications with the Prime Recipient or Prime Funder are coordinated through the CPC Climate Capital program staff.

## **CPC CLIMATE CAPITAL NAME AND LOGO**

The award of this Agreement is not an endorsement of Contractor by CPC Climate Capital. Contractor shall not use CPC Climate Capital's, or any of its affiliates', names or logos in advertising or publications or as an endorsement without the prior written permission of CPC Climate Capital.

## **INTELLECTUAL PROPERTY**

CPC Climate Capital shall own all custom-developed work product, and the copyright and other intellectual property rights therein, resulting from the Project and SOW (collectively, “Work Product”). The Work Product shall be considered a “work made for hire” for CPC Climate Capital under the U.S. Copyright Act, 17 U.S.C. § 101 et. seq. To the extent any Work Product does not qualify as a “work made for hire” under the U.S. Copyright Act, Contractor hereby irrevocably assigns to CPC Climate Capital, without additional compensation, all of Contractor’s right, title and interest in perpetuity throughout the world in and to such Work Product. At CPC Climate Capital’s request, Contractor will, and will cause its employees to, at any time, execute and deliver all documents, and perform all acts, necessary or reasonably helpful to evidence, protect or perfect CPC Climate Capital’s rights in Work Product and/or to evidence CPC Climate Capital’s sole ownership of Work Product. Contractor hereby irrevocably designates and appoints CPC Climate Capital and its duly authorized officers and agents as Contractor’s agent and attorney-in-fact to do the above if Contractor fails or is unable to do so. Contractor represents and warrants that all individuals working on the Project or performing Services on behalf of Contractor are Contractor’s employees or otherwise have an affirmative obligation to assign to Contractor all of their right, title and interest in and to any copyright, patent and other intellectual property rights they may have or acquire in any Work Product such that Contractor can fulfill its obligations under this Agreement to assign Work Product to CPC Climate Capital.

To the extent Contractor, now or in the future, owns or has the right to enforce any patent, copyright or other intellectual property that is necessary to use or practice the Work Product, Contractor hereby grants CPC Climate Capital a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license to use and practice such patent, copyright or other intellectual property to the extent necessary to use and practice the Work Product. CPC Climate Capital may sublicense such rights to its users of the Work Product solely to the extent necessary for them to use the Work Product. Contractor also hereby grants to Prime Recipient and Prime Funder a royalty-free license for Federal Government use, and Contractor further grants to Prime Recipient and Prime Funder the right to require the patentee to license others in certain circumstances and require that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

Contractor represents and warrants the Work Product will not include any software that requires as a condition of its use, modification and/or distribution that it or other software or product combined and/or distributed with it be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable and/or licensed at no charge, or (iv) redistributable and/or licensed under terms that would impair CPC Climate Capital’s rights in the Work Product.

CPC Climate Capital and Contractor may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

## **CONFIDENTIALITY**

In performing this Agreement, Contractor may receive or obtain access to information of CPC Climate Capital or develop for CPC Climate Capital information that is confidential or of a proprietary nature. All information that Contractor receives, obtains, and develops, including, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form (“Confidential Information”) is presumed to be confidential and proprietary. Contractor agrees to maintain the Confidential Information in strictest confidence and use the Confidential Information solely for the purpose of performing the Services hereunder and not use the Confidential Information for Contractor’s own benefit or use or disclose the Confidential Information to or for any third party without CPC Climate Capital’s express prior written approval.

If Contractor is required to disclose any Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide CPC Climate Capital with prompt notice of the order or requirement, so that CPC Climate Capital may seek a protective order or otherwise prevent or restrict such disclosure. Confidential Information shall not be deemed to include (a) information Contractor lawfully had in its possession prior to disclosure by CPC Climate Capital, (b) information Contractor can demonstrate by written records it independently developed, (c) information that is or becomes publicly known other than through a breach of this Agreement by Contractor, (d) information Contractor can demonstrate by written records has been lawfully disclosed to it by a third party not bound to a confidentiality obligation to CPC Climate Capital, and (e) information CPC Climate Capital authorizes in writing to be publicly disclosed.

Contractor’s confidentiality obligations do not prohibit it from lawfully reporting waste, fraud, or abuse related to the performance of a federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

## **INDEMNIFICATION**

Contractor shall indemnify and hold CPC Climate Capital and its partners, and their directors, officers, employees and agents, harmless from and against any and all third-party claims arising in connection with this Agreement and the work performed or materials produced hereunder which result in any way from Contractor’s negligent acts or omissions or willful misconduct by Contractor or Contractor’s directors, officers, employees, subcontractors or agents. This Article shall survive termination of this Agreement.

## **CHANGES**

Changes in the terms and conditions of this Agreement may be made by written agreement of the Parties. In the absence of a mutual agreement to change the Agreement, CPC Climate Capital may by written notice to Contractor, at any time before completion of this Agreement, make changes within the general scope of this Agreement. If any such change causes a material increase or decrease in the estimated cost of, or the time required for the performance of any part of the work under this Agreement, Contractor may submit a request for an equitable adjustment to CPC Climate Capital.

This request must include the estimated cost or delivery schedule, and Contractor must submit the request within fourteen (14) days of the date that CPC Climate Capital provides written notice to Contractor; if CPC Climate Capital has not provided written notice to Contractor, the request must be submitted within fourteen (14) days from the date of any act of CPC Climate Capital that Contractor considers a change under this Agreement. Upon receipt of Contractor's request, the Parties shall negotiate the adjustment, which will be finalized in a modification to the Agreement. As part of this negotiation, CPC Climate Capital may require Contractor to provide information sufficient for it to conduct a cost or price analysis. Failure of the Parties to agree to any adjustment shall be a dispute under Article 16, Disputes, but Contractor shall proceed with the work as changed without interruption and without awaiting resolution of any such dispute.

If CPC Climate Capital enters into a contract with any governmental agency in connection with the Program or any terms of the Prime Award or the Subaward are modified, Contractor agrees to enter into an amendment of this Agreement incorporating the relevant provisions of such contract herein.

## **DISPUTES**

### 1. *Disputes under the Subaward.*

- A. All of the Contractor claims, controversies or disputes concerning matters that pertain to disputes cognizable under the Prime Award or Subaward shall be governed by the provisions of this Section 1, and the Contractor shall provide CPC Climate Capital with a timely and detailed written notice of any such claims or controversies. Any final decision of the Prime Recipient or Prime Funder under the Prime Award or Subaward relating to this Agreement or the Contractor's performance under this Agreement shall be conclusive and binding upon the Contractor unless appealed and reversed as provided below. CPC Climate Capital shall notify the Contractor of any such final decision within ten (10) calendar days of CPC Climate Capital's receipt thereof.
- B. In the event CPC Climate Capital elects to appeal any such final decision, the Contractor shall provide CPC Climate Capital with reasonable assistance in the prosecution of such appeal including, but not limited to, reasonable access to the Contractor's personnel and non-privileged documents. The Contractor further agrees to reimburse CPC Climate Capital for any and all reasonable costs associated with an appeal arising out of or relating to the Agreement, taken on behalf of the Contractor. However, if the Contractor notifies CPC Climate Capital in writing that such an appeal should not be taken on the Contractor's behalf, CPC Climate Capital shall have the right to continue such an appeal on behalf of CPC Climate Capital and the Contractor with the Contractor providing reasonable assistance in the prosecution of such an appeal as described herein.
- C. In the event CPC Climate Capital elects not to appeal any final decision, CPC Climate Capital shall so notify the Contractor in writing within fourteen (14) calendar days of CPC Climate Capital's receipt of the final decision. If within ten (10) calendar days of receipt of CPC Climate Capital's notice of a decision not to appeal any such final decision, the Contractor requests CPC Climate Capital, in writing, to appeal the final decision, CPC Climate Capital shall do so at the sole expense of the Contractor provided such an appeal would not be in

violation of any civil or criminal statute. If CPC Climate Capital appeals any final decision, whether at its election or at the Contractor's request, a final judgment in any such appeal, if binding upon CPC Climate Capital under the Subaward, shall in turn be binding upon the Contractor and CPC Climate Capital under the Agreement. Further, the Contractor shall be solely responsible for providing any and all certifications required and any and all information requested by CPC Climate Capital to support any certifications required for appeals.

- D. As used in this Section, the term "appeal" includes any and all proceedings taken by CPC Climate Capital before the Prime Recipient, Prime Funder, a Board of Contract Appeals, or the U.S. Court of Federal Claims, a U.S. District Court or any other judicial body. The Contractor shall be conclusively bound by any decision of any such dispute resolution forum or tribunal to which such appeal was taken. Pending completion of contract or final disposition of a dispute pursuant to this Subsection that releases Contractor from performance, the Contractor shall, at all times, proceed diligently with the performance of this Agreement.

2. *Disputes under this Agreement.* In the event a question, claim or dispute between the Parties is not cognizable under the Section above, such question, claim, or dispute shall be settled by mutual agreement between the Parties, as further described below.

- A. CPC Climate Capital and Contractor agree to negotiate in good faith to attempt to reach a mutually agreeable settlement of any and all claims and disputes that may arise under this Agreement within a reasonable amount of time. In any event and notwithstanding the pendency of any such claims or disputes, Contractor shall proceed diligently with performance of this Agreement pending final resolution of any request for relief, claim, appeal, or action arising under or relating to this Agreement, and Contractor shall comply with any decision of CPC Climate Capital with respect to performance of this Agreement.
- B. If negotiations are unsuccessful, CPC Climate Capital and Contractor agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in a court of competent jurisdiction as set forth below.
- C. The Parties acknowledge that, in view of the uniqueness of the transactions contemplated by this Agreement, a breach of or failure to comply with the terms and obligations of this Agreement would cause irreparable harm to CPC Climate Capital and that monetary damages will not be an adequate remedy at law to cure the irreparable harm. Therefore, the Parties agree that CPC Climate Capital is entitled to seek specific performance and/or injunctive relief without the posting of bond or other security in addition to any other remedy to which it may be entitled hereunder or at law or in equity, in any court of competent jurisdiction against any such breach or noncompliance. All remedies provided for herein are cumulative, and the exercise of any particular remedy does not limit or preclude the exercise of any other remedy available to the Parties.
- D. UNDER NO CIRCUMSTANCES SHALL CPC CLIMATE CAPITAL OR CONTRACTOR BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

## **GOVERNING LAW AND JURISDICTION**

IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE LAW OF THE STATE OF NEW YORK SHALL CONTROL THE INTERPRETATION OF THIS AGREEMENT, SHALL GOVERN AND BE FOLLOWED IN THE CONSTRUCTION OF ITS PROVISIONS AND SHALL FIX THE RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES HERETO. FURTHERMORE, ALL THE RIGHTS AND OBLIGATIONS ARISING OUT OF THIS AGREEMENT SHALL BE SUBJECT EXCLUSIVELY TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK.

## **KEY PERSONNEL**

CPC Climate Capital considers [NAMES] (“Key Personnel”) to be essential to the work being performed under this Agreement. Prior to removing any Key Personnel from performing on this Agreement, Contractor shall notify CPC Climate Capital reasonably in advance and shall submit a justification, including proposed substitutions, in sufficient detail to permit CPC Climate Capital to evaluate the impact of the change on the Agreement. Contractor shall not remove any Key Personnel from Agreement performance prior to receiving CPC Climate Capital’s written consent.

If any Key Personnel become unavailable due to no cause of Contractor, Contractor shall immediately notify CPC Climate Capital and provide a proposed substitution. The additional costs that Contractor incurs in substituting any persons for Key Personnel will not be compensable under this Agreement.

Contractor acknowledges that the designation of persons as Key Personnel is a separate inquiry from whether they are considered “principals” under 2 CFR Part 180. Therefore, even if a person is not designated as Key Personnel, Contractor may have other obligations for persons deemed a principal under Part 180.

## **INSURANCE**

During the pendency of this Agreement, you shall maintain in full force and effect liability and other insurance in amounts satisfactory to CPC Climate Capital in its reasonable discretion, including, without limitation, general liability insurance in an amount of at least \$1,000,000 per claim.

## **FEDERAL ASSURANCES AND CERTIFICATIONS**

Contractor shall comply with all applicable Federal statutes, regulations, and policies, and all applicable state and local laws and ordinances. Additionally, by signing this Agreement:  
[DELETE ALL SECTION NOT APPLICABLE]



1. *Whistleblower Requirements.* Contractor certifies that, if applicable, Contractor is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

2.

3. *Clean Air Act and Federal Water Pollution Control Act.* Contractor will comply with the Clean Air Act and the Federal Water Pollution Control Act and the related standards, orders, or regulations issued pursuant to the Acts. CPC Climate Capital will report all violations to the Prime Funder and the Regional Office of the U.S. Environmental Protection Agency. [REQUIRED FOR CONTRACTS IN EXCESS OF \$150,000]

4. *Debarment and Suspension.* Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any Federal department or agency or listed on the Government-wide exclusions list.

5. *Restrictions on Lobbying.* Contractor certifies that it has not used and will not use 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, an 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. Contractor has disclosed any lobbying with non-Federal funds that took place in connection with the Federal award. Contractor further certifies that it has obtained certifications and disclosures from its currently engaged lower-tier contractors and that it will obtain certifications and disclosures from future lower-tier contractors. [REQUIRED FOR CONTRACTS IN EXCESS OF \$100,000]

6. *Prohibited Telecommunications and Video Surveillance Services or Equipment.* Contractor shall not use or provide to CPC Climate Capital “Covered Telecommunications Equipment or Services” in the performance of this Agreement. As described in Public Law 115-232, Section 889, “Covered Telecommunications Equipment or Services” is: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) 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); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; and (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Agreement, Contractor shall immediately inform CPC Climate Capital in writing. CPC Climate Capital may treat such occurrence as an event of default under this Agreement, and CPC Climate Capital may require the Contractor to promptly

replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions.

7. *Domestic Preference.* The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. As appropriate and to the extent consistent with law, to the greatest extent practicable under this Agreement, Contractor shall purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **PRIME FUNDER TERMS**

As a [selectee] for a subaward funded by the Prime Funder, CPC Climate Capital must comply with Prime Funder regulations and terms and conditions. As required by those regulations or terms and conditions or to ensure its compliance with them, CPC Climate Capital must require its contractors to comply with the same. Thus, Contractor agrees that it will comply with all relevant Prime Funder regulations and terms and conditions that it is aware of or should be aware of, which includes, but is not limited to, 2 CFR Part 200, 2 CFR Part 1500, 40 CFR Part 33, the EPA Terms and Conditions attached hereto in Exhibit C, and the NCIF Terms and Conditions attached hereto in Exhibit C, regardless of whether those obligations are further described in this Article.

1. *Limitation on Individual Consultant Rates.* Contractor agrees that if it retains individual consultants, it will comply with 2 CFR 1500. Contractor further agrees that any rates included on Exhibit B (i) are not for individual consultants covered by the 2 CFR 1500 prohibitions; or (ii) are for individual consultants covered by the 2 CFR 1500 but are not more than the maximum daily rate for level 4 of the Executive Schedule.

2. *DBE Requirements.*

- A. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this Agreement or other legally available remedies.
- B. Contractor shall safeguard from disclosure to unauthorized persons information that may reasonably be considered as confidential business information, consistent with Federal, state, and local law.
- C. Contractor shall cooperate fully and promptly with CPC Climate Capital, Prime Funder, its Private Certifiers, Prime Recipient, and its representatives in reviews, investigations, and other requests for information.
- D. Contractor shall not intimidate, threaten, coerce, or discriminate against any individual or firm for purposes of interfering with any right or privilege secured by 40 CFR Part 33.

- E. In the event that Contractor is permitted to award subcontracts, Contractor shall make the good-faith efforts outlined in 40 CFR 33.301.
- F. Contractor shall pay its subcontractors, if any, for satisfactory performance no more than 30 days from receipt of payment from CPC Climate Capital.
- G. Contractor will notify CPC Climate Capital in writing prior to terminating a DBE subcontractor for convenience.
- H. If a DBE subcontractor fails to complete subcontract work for any reasons, Contractor shall employ the good-faith efforts in 40 CFR 33.301 if soliciting a replacement subcontractor.
- I. Contractor shall provide EPA Form 6100-2-DBE (Program Subcontractor Participation Form) to all of its DBE subcontractors.
- J. Contractor agrees to provide its DBE subcontractors with EPA Form 6100-3-DBE (Program Subcontractor Performance Form) and to submit them and EPA Form 6100-4-DBE (Program Subcontractor Utilization Form) to CPC Climate Capital.
- K. Contractor shall maintain all records documenting its compliance with 40 CFR Part 33, including its good-faith efforts and shall make such records available to any of the following who may request the records: CPC Climate Capital, Prime Recipient, Prime Funder, and their representatives.
- L. Contractor shall provide information on MBE and WBE annually or semi-annually, as may be requested by CPC Climate Capital.

3. *Prime Funder-Specific Lobbying Certification.*

- A. The Contractor certifies that to the best of its knowledge and belief, that:
  - i. Federal appropriated funds have not been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making 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.
  - ii. 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- iv. Contractor acknowledges that 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.
- B. Contractor's CEO has responsibility to ensure that Contractor complies with the above-referenced lobbying certification.

4. *Limitations on Reimbursements.* Contractor agrees that it will not request as reimbursement under this Agreement fees for (or otherwise use fees from this Agreement to pay for):

- A. Travel of Federal employees or other costs associated with Federal participation in the Project.
- B. Contractor foreign travel unless approved in advance and unless it complies with the Fly America Act.
- C. Light refreshments or meals served at meetings, conferences, training workshops, and outreach activities, unless approved in advance.
- D. Light refreshments, meals, or space rental if alcohol is served, purchased, or otherwise available as part of the event or meeting, even if Agreement funds are not used to purchase the alcohol or if the costs have been approved in advance.
- E. Supporting or opposing union organizing.

5. *Suspension and Debarment in Lower-Tier Transactions.* Contractor agrees to comply with 2 CFR Part 180 and agrees to assess whether it may enter into any lower-tier transactions in accordance with that Part and, in accordance with 2 CFR 1532.220, to include a clause in its lower-tier transactions that obligate its subcontractors to comply with 2 CFR Part 180, including flowing down the obligation in its lower-tier transactions.

6. *Organizational Conflicts of Interest.* By signing this Agreement, Contractor certifies that:

- A. It has informed CPC Climate Capital of any real or apparent organizational conflict of interest ("OCI"). Such OCI exists when (1) the Contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to CPC Climate Capital due to other activities, relationships, contracts, or circumstances; (2) the Contractor has an unfair competitive advantage through receipt of or obtaining access to nonpublic information; or (3) during the performance of an earlier contract or the conduct of a procurement, the Contractor has established the ground rules for the solicitation or selection of the services or goods acquired under this Agreement by developing specifications, evaluation factors, or similar documents[IF CONTRACTOR WILL ASSIST CPC CLIMATE CAPITAL IN AN AUDIT CAPACITY: (4) the Contractor prepared an indirect cost proposal or cost allocation plan for CPC Climate Capital for any year covered by this RFP].

- B. If at any time the Contractor discovers an OCI, the Contractor shall make an immediate and full disclosure to CPC Climate Capital in writing. The disclosure shall include a full description of the OCI and a description of the action(s) the Contractor has taken, or proposes to take, to avoid or mitigate the OCI. CPC Climate Capital may, in its sole judgment, terminate the Agreement for cause if CPC Climate Capital determines that the OCI has not been adequately avoided or mitigated or if it is otherwise in CPC Climate Capital's best interest to terminate.
- C. If a nondisclosure or misrepresentation of or concerning an OCI is discovered after award of this Agreement, CPC Climate Capital may terminate this Agreement for cause.

7. *OCIs Regarding Future Contracts.*

- A. This Agreement may require Contractor to draft, prepare, or otherwise assist in preparing documents that CPC Climate Capital will use in the procurement of services, goods, and intangible property. The Parties recognize that by the Contractor providing this support, a potential OCI arises.
- B. For the term of this Agreement or the term of CPC Climate Capital's Subaward, whichever expires or is terminated later, Contractor agrees that it will not seek to provide such future services, goods, or intangible property to CPC Climate Capital. Contractor further agrees that for the same term, it will not provide services to an entity seeking or receiving Project funds (under any type of contractual or assistance arrangement) from CPC Climate Capital.
- C. Any subcontractor or agent that performs work for Contractor under this Agreement shall be subject to this section. Contractor shall, within 15 calendar days after the effective date of this Agreement, provide, in writing to CPC Climate Capital, a representation that all employees, agents, and subcontractors involved in the performance of the Agreement have been informed of the provisions of this Section. Contractor agrees to place in each subcontract affected by this section the necessary language contained in it.
- D. Contractor acknowledges that for purposes of this Section, "Contractor" includes its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate and any other successor or assignee of the Contractor.
- E. The Contractor acknowledges the full force and effect of this Section and agrees to be bound by its terms and conditions and understands that violation of this Section may, in the judgment of CPC Climate Capital, be cause for Termination for Cause.

8. *Additional Intellectual Property Rights.* To the extent not already granted under Article 10 above, Contractor hereby grants to CPC Climate Capital, Prime Recipient, and Prime Funder the right to reproduce, publish, use, and authorize others to do the same, copyrighted works or other data developed under this Agreement.

9. *Inventions.* Contractor agrees that rights to inventions made under the Agreement are subject to Federal patent and licensing regulations at 37 CFR Part 401 and 35 USC §§ 200-212. Further, to the extent not already granted under Article 10, Contractor hereby grants to CPC Climate Capital, Prime Recipient, and Prime Funder the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention.

10. *Legend for Documents Subject to Public Distribution.* If Contractor develops any reports, documents, publications, or other materials for public distribution as part of this Agreement, Contractor agrees to include the following statement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.

11. *Electronic and Information Technology.* Contractor shall ensure that electronic and information technology (EIT) systems or products funded by this Agreement are designed to meet diverse needs of users without barriers or diminished function or quality. Such systems must include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

12. *Research Obligations.* Contractor agrees that:

- A. If its work under this Agreement will include research involving human subjects (as defined in the Prime Funder's General Terms and Conditions), Contractor will comply with the Prime Funder's General Terms and Conditions requirement on the same.
- B. If its work under this Agreement will include research involving animal subjects, Contractor will comply with the Prime Funder's General Terms and Conditions requirement on the same.
- C. If its work under this Agreement will include life science research, such research will be in compliance with EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern (EPA DURC Order) and United States Government Policy for Institutional Oversight of Life Sciences Dual use Research of Concern (DURC Policy).
- D. If it identifies any research misconduct involving research activities supported by this Agreement, it will immediately notify CPC Climate Capital. Such misconduct includes fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results or ordering, advising, or suggesting that subordinates engage in research misconduct.

13. *Scientific Integrity.* Contractor shall comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science (which includes computer modeling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue). Contractor further agrees to comply with the Prime Funder's General Terms and Conditions requirements on the same.

14. *Investigators.* If Contractor personnel have been identified in the Prime Award as a principal investigator and/or major co-investigator, within 25 days, Contractor shall notify CPC Climate Policy if there is a change in support for those roles.

15. *Civil Rights Obligations.* Contractor agrees to comply with applicable civil rights statutes and implementing Federal and Prime Funder regulations, including:

- A. Title VI of the Civil Rights Act of 1964;
- B. Section 504 of the Rehabilitation Act of 1973;
- C. Age Discrimination Act of 1975;
- D. Title IX of the Education Amendments of 1972 (if an education program or activity conducting an education program or activity under the Agreement);
- E. Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (if funded under Clean Water Act);
- F. For Title IX obligations, 40 CFR Part 5;
- G. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7;
- H. For those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300; and
- I. Contractor agrees it will not discriminate on the basis of race, color, national origin, sex, disability or age.

16. *Hotel and Motel Fire Safety.* Contractor shall comply with protection and control guidelines of the Hotel and Motel Fire Safety Act for all space for conferences, meetings, conventions, or training seminars paid for as part of this Agreement.

17. *Paper-Documents Requirements.* If Contractor must provide paper documents that will be provided to the Prime Funder, Contractor shall use recycled paper and double-sided printing.

18. *Anti-Trafficking Policy.* Contractor shall not take any action that would result in CPC Climate Capital (or its employees) violating the Federal Government's anti-trafficking policy, including engaging in:

- A. Severe forms of trafficking in persons;
- B. Procurement of a commercial sex act during the period of time that the Subaward is in effect;
- C. The use of forced labor in the performance of the Subaward;
- D. Acts that directly support or advance trafficking in persons, including:
  - i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
  - ii. Failing to provide return transportation or pay for return transportation costs, unless an exempted under the regulations;
  - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - iv. Charging recruited employees a placement or recruitment fee; or
  - v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

19. *Notification of Violations.* Contractor shall immediately notify CPC Climate Capital's Director of Compliance if it becomes aware of any violation Contractor (or Contractor's agents or employees) committed involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

20. *Additional Whistleblower Protections.* Contractor shall not discharge, demote, or otherwise discriminate against any person as a reprisal for disclosing to a covered person or covered body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. Contractor further agrees to inform employees in writing of whistleblower rights and protections.

21. *Environmental Data.* When collecting and managing environmental data, Contractor shall comply with all applicable state or tribal laws. Contractor may also be required to provide information regarding its competency to the extent its work involves carrying out activities involving the generation or use of environmental data; such information may require providing details on an annual basis.

22. *Additional Labor Obligations.* Contractor shall comply with all federal statutes and regulations regarding labor and equitable workforce development, including Occupational Safety and Health Administration (OSHA) requirements.

23. *Additional Statutory and Regulatory Obligations.* To the extent any of the below applies to the Agreement work, Contractor agrees to comply with:

- A. National Historic Preservation Act rules for historic buildings;
- B. If archaeologically significant artifacts are discovered, the Archaeological and Historic Preservation Act of 1974,
- C. Uniform Relocation Assistance and Real Property Act;
- D. Endangered Species Act;
- E. Federal Funding Accounting and Transparency Act;
- F. Farmland Protection Policy Act;
- G. Coastal Zone Management Act; Coastal Barriers Resource Act; Wild and Scenic Rivers Act
- H. Title VI (Civil Rights Act);
- I. Section 504 of the Rehabilitation Act of 1973;
- J. Age Discrimination Act of 1975;
- K. Executive Order 11246;
- L. Federal Geographic Data Committee endorsed standards;
- M. To the extent Consultant directly interacts with, transacts, or contracts with consumers, Equal Credit Opportunity Act; Truth in Lending Act; Consumer Financial Protection Act; and other consumer protection laws that apply;
- N. Magnuson-Stevens Fisheries Conservation and Management Act
- O. Clean Air Conformity Act; and
- P. Safe Drinking Water Act.



Contractor further acknowledges that Prime Funder or Prime Recipient may require CPC Climate Capital to comply with other or additional laws, regulations, or terms and conditions, and Contractor agrees that if CPC Climate Capital is directed to comply with other or additional laws, regulations, or terms and conditions that require Contractor's compliance, the Parties shall address the compliance via the Changes article of this Agreement.

24. *Reporting Requirements.* CPC Climate Capital will be required to provide performance reports throughout the term of its Subaward. These reporting requirements flow down to Contractor, and Contractor agrees to provide information to CPC Climate Capital to enable CPC Climate Capital to respond to all performance reporting requirements as may be required under the Subaward. Contractor shall ensure that information provided pursuant to this Section does not include personally identifiable information or confidential business information.

25. *Foreign Entity of Concern.* Contractor further represents and warrants that it is not (i) 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); (ii) an entity headquartered in a covered nation under 10 U.S.C. 4872(d); or (iii) a subsidiary of an entity described in (i) or (ii) of this paragraph.

26. *Davis-Bacon and Related Acts, As Applicable.* By accepting this contract, the Contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).

## **GENERAL PROVISIONS**

1. *Cooperation; Further Acts.* The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

2. *No Waiver of Terms and Conditions.* The failure of either Party to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by CPC Climate Capital of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

3. *Construction, References, Captions.* Because the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to CPC Climate Capital include its officers, agents, volunteers and employees, except as otherwise specified in this Agreement. The captions of the various sections, subsections, and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4. *Invalidity; Severability.* If any portion of this Agreement is declared as invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. *Signatures; Counterparts.* Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute the same document. A signed copy of this Agreement delivered by email (including .pdf format), or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original “wet ink” signed copy of this Agreement. Except where stated otherwise in this Agreement, the Parties agree that electronic signatures are permissible and have the same force and effect as original signatures, for all purposes.

6. *Survival.* The following Articles and Sections shall survive the expiration or termination of this Agreement: Article 2 (Compensation); Article 4 (Accounting, Audit, and Records Requirements); Article 5 (Termination); Article 6 (Representations); Article 7 No Assignments; Article 8 (Relationships); Article 9 (CPC Climate Capital Name and Logo); Article 10 (Intellectual Property); Article 11 (Confidentiality); Article 12 (Indemnification); Article 14 (Disputes); Article 15 (Governing Law and Jurisdiction); Article 18, Sections 1 (Whistleblower Requirements), 9 (Prohibited Telecommunications and Video Surveillance Services or Equipment), 10 (Domestic Preference); Article 19, Sections 2 (DBE Requirements), 6 (OCIs Regarding Future Contracts), 7 (Additional Intellectual Property Rights), 8 (Inventions), 9 (Legend for Documents Subject to Public Distribution), 11 (Research Obligations), 18 (Notification of Violations), 19 (Additional Whistleblower Protections), 20 (Environmental Data); and Article 20 (General Provisions).

*[signatures on following page]*

**CPC CLIMATE CAPITAL LLC**

**[COMPANY]**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Name:

Title:

Title:

Exhibit A  
Scope of Services

## Exhibit B

### Rates

Exhibit C

EPA General Terms and Conditions Effective as of October 1, 2023 and  
NCIF Terms and Conditions

**[Signature Page Follows]**

**ACKNOWLEDGMENT AND CERTIFICATION:**

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

Acknowledge that the specific terms and conditions outlined in this **Attachment H** 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).

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**