

CPC CLIMATE CAPITAL LLC

**REQUEST FOR PROPOSAL
SINGLE AUDIT SERVICES**

February 21, 2025

Proposal due date: March 24, 2025 at 3:00 PM (EST)

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I. GENERAL INFORMATION.

Purpose. This Request for Proposal (RFP) is to contract for Single Audit Services to be provided to CPC Climate Capital LLC (CPC Climate Capital). CPC Climate Capital is a coalition partner of Climate United Fund, which has been selected as an applicant under the National Clean Investment Fund (NCIF) grant competition of the Greenhouse Gas Reduction Fund (GGRF). The U.S. Environmental Protection Agency (EPA) has announced the selection of Climate United Fund (CUF) and its coalition partners, CPC Climate Capital and Self-Help Climate Capital, LLC (Self-Help), as participants in this federal funding initiative. As part of this effort, CPC Climate Capital will focus on transforming the multifamily housing market and is seeking a qualified auditing firm to ensure compliance with all applicable federal regulations.

CPC Climate Capital is seeking a qualified Accounting and Auditing firm with the applicable expertise to conduct the Single Audit to fully meet all requirements as set forth in the Federal Single Audit Amendments of 1996, the Uniform Guidance (2 CFR Part 200), and all applicable Federal rules and regulations as described herein. The Contractor(s) will assist CPC Climate Capital with Single Audit Services, as detailed in **Attachment A (Scope of Work)**.

We anticipate that the costs associated with this engagement will be covered in accordance with the terms of the award. The procurement of these services will comply with the requirements outlined in 2 CFR § 200.317 et seq. and the EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment. The contract(s) will be awarded to the proposer whose submission is determined to be most advantageous to CPC Climate Capital, based on price and other relevant factors.

- II. Proposal Submission Instructions:** Proposals must be submitted electronically by **March 24th, 2025**. All costs associated with proposal preparation and participation in interviews will be the sole responsibility of the Proposer and will not be reimbursed.
- III. Confidentiality.** All proposals and other documentation submitted in response to this RFP will not be returned by CPC Climate Capital and will become the property of CPC Climate Capital and may be subject to disclosure under the Freedom of Information Act.
- IV. CPC Climate Capital's Reservation of Rights.** CPC Climate Capital reserves the right, without limitations, to:
 - Waive technicalities, informalities, or irregularities in the RFP process.
 - 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.

V. SCOPE OF WORK.

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

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 Work reflects current conditions at the time of solicitation; however, CPC Climate Capital reserves the right to modify, remove, or add tasks as necessary before or during the contract term.

VI. SUBMISSION REQUIREMENTS

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 Proposer's primary point of contact. responses shall be addressed to:

**Attention: Patricia Dean
 AVP-Procurement Manager**

- B. Section 2 (Executive Summary)** Provide a concise overview of the Proposers commitment to services required, highlighting key qualifications and capabilities.

- 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

All Proposers must disclose any actual or potential conflicts of interest related to this engagement, including those outlined in **2 CFR § 200.318(c)**

- D. Section 4 (Firm Background and Qualifications)** The proposer must be a qualified accounting and auditing firm with expertise in federal funding compliance and Single Audit services under Uniform Guidance (2 CFR Part 200). Below, provide details on your firm's background and qualifications:

- Description of the firm, including size, location, and areas of expertise
- Licensed Certified Public Accountant
- Familiarity with federal funding compliance requirements.
- Key personnel, including their qualifications and roles
- Experience conducting Single Audits in accordance with Uniform Guidance.
- Familiarity with federal funding compliance requirements.

E. Section 5 (Approach and Methodology) A well-defined approach should outline the firm's audit methodology, risk assessment process, and strategies for ensuring accuracy, efficiency, and compliance with federal funding requirements.

- Description of audit approach, including risk assessment and testing methodology
- Timeline and deliverables
- References: At least three references from organizations for which the firm has provided similar services
- A copy of the firm's most recent peer review report and external quality control reviews.
- The Proposer is highly encouraged to provide work samples that demonstrate their ability to deliver on the scope of work in this RFP.
- Draft audit plan

The approach section shall not exceed **fifteen (15) pages**. Responses that exceed the page limit will only be evaluated up to the contents of page **fifteen (15)**. Content beyond this point will not be considered in the evaluation. Draft reports, engagement letters, data collection form, and peer reviews will not count towards the fifteen (15) page limit.

F. Section 6 (Pricing) All pricing must be submitted utilizing **Attachment B (Cost Form)**.

G. Section 7 (Legal Actions) Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, of any relevant or significant pending litigation or claim against the Proposer. Such statement must include at a minimum the following information.

- Parties involved;
- Case number;
- Nature of cause;
- Amount involved; and
- Probability of loss

H. Section 8 (No Bankruptcy) Include a sworn statement, executed by an authorized representative of the Proposer and dated no more than sixty (60) days prior to the Proposal submission date, attesting that the Proposer is not undergoing bankruptcy, receivership, or any other condition that would prevent the total or partial administration or disposition of its assets.

I. Section 9 (Debarment or Suspension) Certify that your organization and its employees have not been debarred, suspended, or deemed ineligible for participation in Federal assistance programs.

Section 10 (Byrd Anti-Lobbying Certification) Proposals must include **Attachment C** signed and dated.

VII. PROPOSAL EVALUATION.

A. Submission of Proposals.

All proposals must be submitted electronically in PDF format to **rfp@communitytp.com**. CPC Climate is not responsible for any electronic files that are corrupted or cannot be opened. If a file is inaccessible, CPC Climate reserves the right, but is not obligated, to contact the Proposer and attempt to obtain a readable version.

Proposals **must not** be password-protected or contain any restrictions on access or content. By submitting a proposal, the Proposer confirms that they have read and fully understand this RFP and are capable of delivering the required services.

B. Adherence to Requirements

Proposals must demonstrate the vendor's ability to meet the requirements outlined in this RFP. While proposals will be evaluated on the completeness of their submission, minor omissions or clarifications will not automatically disqualify a proposal. CPC Climate Capital may request additional information to ensure the proposal aligns with project goals.

C. Evaluation Criteria

Proposals will be evaluated based on their ability to meet the following key factors:

- **Professional Qualifications:** The Proposer's qualifications and experience in delivering services of similar scope and complexity, preferably with federal funding.
- **Key Staff Personnel:** The qualifications and experience of the personnel the Proposer designates to deliver Single Audit Services. Proposers have the flexibility to decide which staff members or third-party partners will contribute to the project, but their expertise and suitability for the assigned roles will be a significant factor in evaluation.
- **Proposed Approach:** The quality, feasibility, and alignment of the proposed approach with CPC Climate Capital's goals.
- **Cost:** The overall value and benefits provided relative to the proposed cost; and the competitiveness and reasonableness of the proposed pricing structure.

D. Final Scoring and Selection

Proposals will be evaluated based on their alignment with the RFP requirements. The evaluation process will consider multiple factors, each assigned a level of significance in determining the overall score.

E. Interviews

CPC Climate Capital reserves the right, to request formal presentations from any or all Proposers at a date and time determined by CPC Climate Capital. If required, presentations are expected to last no longer than **two (2) hours**.

F. Negotiations

CPC Climate Capital may engage in discussions with Qualified Proposers to refine Price Proposals and secure the most competitive offers in accordance with RFP requirements

At its sole discretion, CPC Climate Capital may request Best and Final Offers (BAFOs) from one or more of the highest-ranked or shortlisted Proposers. The structure and process of negotiations will be determined exclusively by CPC Climate Capital.

G. Terms of Engagement.

CPC Climate Capital intends for this RFP to result in a Services Agreement with the selected Proposer(s) that covers the initial scope of work, with the option to expand if necessary.

Any resulting agreement will:

- (a) Be a contract agreement, not a subrecipient agreement.
- (b) Comply with **Appendix II to 2 CFR Part 200** (Contract Provisions for Non-Federal Entity Contracts under Federal Awards, **2 CFR § 200.327**) and **Appendix A to 40 CFR Part 33 (40 CFR § 33.106)**, as applicable.
- (c) Have an initial one-year term, with up to four (4) optional annual renewals.

Proposers must agree to incorporate relevant information from this RFP, their proposals, and any subsequent discussions into the final contract. The selected Proposer(s) must also comply with all applicable Federal, State, and local laws, regulations, and directives.

The contract will be structured as a lump sum, fixed price, or cost-reimbursement (“not to exceed”) agreement, with payment terms subject to negotiation. Payment is contingent on CPC Climate Capital receiving NCIF grant funding from the EPA and CUF grant funding.

CPC Climate Capital reserves the right to re-bid the contract if necessary

H. Timeline

RFP Process and Schedule	
Milestone	Date
Release of RFP	February 21, 2025
Proposer Questions Due to CPC Climate	March 7, 2025
CPC Climate answers all Proposer Questions	March 14, 2025
RFP Proposals Due to CPC Climate	March 24, 2025

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

If the CPC Climate Capital website fails during the submission period, on or before the scheduled time deadline, CPC Climate Capital will provide instructions via Addendum to the Proposers.

All potential Proposers must monitor the CPC Climate Capital website (<https://communitytp.com/vendors/>) to retrieve Addenda, if any, issued for this procurement process.

I. Certifications

All Responses must be signed by an individual authorized to legally represent the organization.

- **Attachment B – Cost Form**
- **Attachment C – Byrd Anti-Lobbying Certification**

J. Model Contract

A Model Contract is included as **Attachment D**. 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.

VIII. QUESTIONS AND CONTACT INFORMATION

If you have any questions concerning this RFP, please contact rfp@communitytp.com no later than, **March 7th, 2025 at 4:00 PM (EST)**. Please send an email with the subject line "RFP Single Audit Services – NAME OF FIRM – QUESTIONS". We intend to respond to all questions received by **March 14th, 2025**. Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question.

Responses to all Potential Proposers' questions will be distributed as an Addendum to this RFP on or before the date established in Section H and will be posted on the CPC Climate Capital website (<https://communitytp.com/vendors/>).

All potential Proposers must monitor the CPC Climate Capital website (<https://communitytp.com/vendors/>) to retrieve Addenda, if any, issued for this procurement process.

Proposers are prohibited from contacting any other CPC Climate Capital employee about this RFP. Only written questions submitted to CPC Climate Capital 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.

IX. PROPOSAL ATTACHMENTS

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

[THIS SECTION IS INTENTIONALLY BLANK]

ATTACHMENT A – SCOPE OF WORK

SCOPE OF WORK Request for Proposals Single Audit Services

I. Staff Requirements, Roles and Responsibilities

This section details the single-audit staff the Contractor must provide to support CPC Climate Capital. The Contractor staff must have experience in financial-statement auditing, Generally Accepted Government Audit Standards (GAGAS) experience, and the appropriate education, experience, knowledge, skills, and abilities to conduct the Single Audit (GAGAS 4.02 through 4.05). The Contractor staff must also have experience with entities that have similar programs, organizational structures, and operating environments to CPC Climate Capital.

The auditor staff should be knowledgeable of applicable auditing standards, Uniform Guidance (2 CFR Part 200) subpart F requirements, uniform administrative and cost principles for Federal grants, and program-specific requirements. Also, auditor staff should individually and collectively possess the ability to plan and perform the audit sufficiently to provide evidence to meet the objectives and opine on the financial statements and Federal program compliance.

The Contractor is directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Staff. The Proposer must demonstrate that its Staff (and/or subcontractor's Staff) have the necessary experience and knowledge to successfully implement and perform the tasks and services requested.

Staff Experience and Qualifications

Proposers shall provide the appropriate staff based on the needs to perform each annual audit. Minimum requirements for staff are identified in **Table 1** of the Scope of Work, but the Proposer may submit information for any other positions that the proposer deems is needed to perform the services required.

Table 1: Key Staff Requirements, Roles, and Responsibilities

Key Staff	Requirements
Auditor	+ Must be a Certified Public Accountant + Must comply with the CPE requirements of their State's Boards of Accountancy and the CPE requirements outlined in GAGAS 4.16 + Must have three (3) years of experience as an auditor.

The auditors that prepare CPC Climate Capital's indirect cost proposal or cost allocation plan may not also be selected to perform the Single Audit when the indirect cost recovered by the auditee during the prior year exceeded \$1 million. The restriction applies to the base year used in the preparation of the

indirect cost proposal or allocation plan and all subsequent years in which the resulting indirect cost agreement or allocation plan is used to recover indirect cost. Please refer to 2 CFR 200.509(b).

II. Federal Single Audit

The audit shall be performed in accordance with auditing standards follow GAGAS. Additionally, the single audit shall be performed following the Single Audit Act, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards), Generally Accepted Auditing Standards (GAAS), and U.S. Environmental Protection Agency (EPA) regulations related to federal grants.

The Contractor must be a qualified independent accounting firm capable of fulfilling the requirements of this Scope of Work. The Contractor is expected to conduct the Single Audit to fully meet all requirements as set forth in the Federal Single Audit Amendments of 1996, the Uniform Guidance (2 CFR Part 200), all applicable Federal rules and regulations, and grant requirements.

The Contractor shall perform services and tasks that include, but are not limited to, the following:

- + Analyze, test and report on compliance by CPC Climate Capital with Federal laws and regulations in accordance with its financial statements.
- + Report on the financial statements of CPC Climate Capital, the required supplemental information, including, but not limited to, the Schedule of Expenditures of Federal Awards with appropriate auditing standards.
- + Perform tests and report on CPC Climate Capital compliance with Federal laws and regulations pertaining to major and non-major programs and report the results of such tests as appropriate, consistent with the Single Audit Act and the applicable auditing standards.
- + Study, evaluate, and report on the internal accounting and administrative controls used by CPC Climate Capital in administering major and non-major Federal financial assistance programs and report the results of such study and evaluation consistent with appropriate auditing standards.
- + Report on prior year's findings (if applicable) and follow-up status reports.

The annual Single Audit will reflect the Contractor's determination and reports on:

- + Whether CPC Climate Capital's financial statements represent compliance with laws and regulations that may have a material effect on the financial statements.
- + CPC Climate Capital's compliance with Federal and State laws and regulations that may have a material effect on each major Federal financial assistance program. For the purposes of the engagement, a risk-based approach will determine which Type A and Type B Federal programs will be considered major programs and subject to testing.
- + All instances of noncompliance resulting from testing major and non-major program transactions in a schedule of findings and the issuance of questioned costs.
- + If CPC Climate Capital has completely reported all Federal funds received and expended by the program.

- + The Schedule of Expenditures for Federal Awards and the required supplemental information.
- + The internal control system established by CPC Climate Capital to provide reasonable assurance that Federal funds are managed in compliance with applicable laws and regulations.

The Contractor will conduct an exit conference with CPC Climate Capital at the completion of fieldwork to discuss preliminary findings. The Contractor will present the final audit report to CPC Climate Capital, either in-person or video conference.

All Contractor services must be in compliance with 2 CFR Part 200, Subpart F – Audit Requirements.

III. Deliverables

All deliverables must be submitted in the following formats:

- + One (1) unbound original copy; and
- + One (1) electronic version in machine-readable, PDF format.

Interim Deliverables

The Contractor shall provide interim deliverables that include, but are not limited to, the following for each single audit:

- + A draft audit plan.
- + Draft program-specific findings as the basis for the auditors' exit conferences with CPC Climate Capital.
- + Final draft reports to be distributed by CPC Climate Capital among programs to facilitate their preparation of formal responses to audit findings and recommendations. CPC Climate will then compile the responses in the required Corrective Action Plan, which must be forwarded, as part of the audit reporting package to the Federal government.
- + Draft of management letter summarizing any findings, compliance concerns, or internal control weaknesses, prior finalization.
- + Other interim deliverables agreed upon during contract negotiations to facilitate the conduct of the field work.

Contractor shall, as may be applicable, adhere to:

- + GAAS applicable to Federal funds, as promulgated by the American Institute for Certified Public Accountants (AICPA);
- + Governmental standards promulgated by the Governmental Accounting Standards Board (GASB), GAGAS, Institute of Internal Auditor (IIA) professional auditing standards;
- + Government Accountability Office (GAO) standards, regulations and guidelines applicable;
- + 2 CFR Part 200 Subpart F – Audit Requirements; and
- + Laws, rules, regulations, and Federal Register notices applicable to CPC Climate Capital's use of GGRF and NCIF funds and any other future allocations.

Final Deliverables

For each single audit, Contractor shall provide deliverables that include but are not limited to:

- + Independent Auditors' Report on the fair presentation of CPC Climate Capital's financial statements in accordance with U.S. Generally Accepted Accounting Principles (GAAP) and issue these statements and the required supplemental information, including the Schedule of Expenditures of Federal Awards.
- + Independent Auditors' Report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- + Independent Auditors' Report on internal control over compliance for each major program and on internal control over compliance required by the uniform guidance.
- + A schedule of findings and questioned costs, if applicable.
- + Data Collection Form to be filed with the Federal Audit Clearinghouse (FAC).
- + Management letter summarizing any finding, compliance concerns, or internal control weaknesses.
- + Any other deliverable required by the 2 CFR Part 200, Subpart F – Audit Requirements.

The Contractor must sign a statement to be included as part of the Data Collection Form stating:

- + The source of information included in the Data Collection Form;
- + The auditor's responsibility for the information;
- + The Data Collection Form is not a substitute for the reporting package; and
- + The content of the form is limited to the collection of information prescribed by OMB.

The reporting package must include the following:

- + Financial statements and schedule of expenditures of Federal awards discussed in 2 CFR 200.510 (a) and (b), respectively;
- + Summary schedule of prior audit findings discussed in 2 CFR 200.511(b);
- + Auditor's report(s) discussed in 2 CFR 200.515; and
- + Corrective action plan discussed in 2 CFR 200.511(c).

The auditor must retain audit documentation and reports for a minimum of three (3) years after the date of issuance of the auditor's report(s) to CPC Climate Capital and otherwise in accordance with 2 CFR Part 200, subpart F. Auditor agrees to make the documentation available upon request to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect cost, a Federal agency, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of 2 CFR Part 200. Access to audit documentation includes the right of Federal agencies to obtain copies of audit documentation as is reasonable and necessary.

Inquiries from Successor Auditors

The contractor must cooperate with any future auditors by responding to reasonable inquiries and

providing access to work papers related to matters of continuing significance.

Delivery Schedule (for Each Single Audit)

- + Detailed Audit Plan and Programs - the Contractor should provide CPC Climate Capital its final detailed audit plan on or before 15 business days after signing the contract.
- + Entrance Conference – initial meeting with CPC Climate Capital, will be coordinated at a later date.
- + Interim Fieldwork: Review of internal controls, compliance procedures, and testing, will be coordinated at a later date.
- + Final Fieldwork: Audit execution and data validation, will be coordinated at a later date.
- + Exit Conference: presentation and discussion of preliminary findings.
- + Draft Report – the Contractor shall provide a draft audit report for review by CPC Climate Capital within 180 calendar days after signing the contract. The designated CPC Climate Capital personnel will provide the Contractor with comments in response to the draft report.
- + Progress Requirements - The Contractor and the designated CPC Climate Capital personnel will meet periodically to review audit progress.
- + Draft and Final Report Deadlines – The designated CPC Climate Capital personnel will complete their review of the draft report, in compliance with 2 CFR § 200 Subpart F.

The audit, the data collection form, and the reporting package must be submitted within 30 calendar days after CPC Climate Capital receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier). If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

Work papers must be provided within ten (10) calendar days of a formal request. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

IV. Consultation and Assistance (Optional Service)

The Contractor may provide consulting and advisory services to CPC Climate Capital through Task Orders, subject to the following conditions:

- + Services are limited to the hours included in the Task Order, with a maximum cap of 100 hours per year.
- + Engagements must not impair the auditor's independence under GAAS and GAGAS standards.
- + All consulting services require prior written approval from CPC Climate Capital.

END OF SCOPE OF WORK

ATTACHMENT B – COST FORM

Name of Proposer:

SINGLE AUDIT SERVICES

Single Audit	Annual Total Cost
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Total Estimated Cost for Single Audit Services:	\$

Cost Proposal Notes:

- (1) The contract for Single Audit Services is for a performance period of **one (1) year with four (4) optional annual extensions**.
- (2) The Single Audit Services contract has been determined to be a fixed-rate contract.
- (3) The above table takes into account years 1 through 5 of the Single Audit Services Contracts. The Proposer will submit costs (COSTS FOR LOW-RISK AUDITEE) for years 3, 4, and 5, should CPC Climate Capital qualify as a designated low-risk auditee.
- (4) The **Total Estimated Cost** takes into consideration all the services required to complete the Single Audit Services in compliance with the Scope of Work and local, state, and federal regulations.
- (5) The **Annual Cost** includes overhead, profit, royalties, reimbursements, travel, rates per hour, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- (6) The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on the actual services rendered by the Selected Proposer(s). CPC Climate Capital will not consider any additional costs. CPC Climate Capital will not be responsible for reimbursement of expenses related to per-diem, tolls, travel, or any other related expense.

COSTS FOR LOW-RISK AUDITEE

Single Audit	Annual Total Cost
Year 3	\$
Year 4	\$
Year 5	\$
Total Estimated Cost for Single Audit Services for Low-Risk Auditee	\$

Notes on Costs for Low-Risk Auditee

- (1) An auditee that meets all the conditions of 2 CFR 200.520 for each of the preceding two audit periods must qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with 2 CFR 200.518.
- (2) Considering that CPC Climate Capital may qualify as a low-risk auditee starting from the third audit, the Proposers must submit a cost proposal for Years 3, 4, and 5.

STAFFING PLAN

Position	Rate Per Hour
Auditor	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Notes on Additional Staffing

- (1) As indicated in the **Attachment A (Scope of Work)** the Proposers are not limited to the resources indicated, they may provide additional or alternate resources.
- (2) All additional resources must be identified and present. The suggested staff must have the technical qualifications and experience that best meet the needs detailed in the Services and Tasks within this scope. Resumes must be provided with the proposal submitted.
- (3) **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.

Proposer's Signature

Date

Proposer's Printed Name

ATTACHMENT C – BYRD ANTI-LOBBYING CERTIFICATION¹

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: **Single Audit 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

¹ Source: <https://www.state.gov/key-topics-bureau-of-democracy-human-rights-and-labor/lobbying-disclosure-and-certification/>

ATTACHMENT D – 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 42nd Street, 16th 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

Signature_____

Date: _____

Name: _____

Title: _____

[COMPANY]

Signature_____

Date: _____

Name: _____

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]

ACKNOWLEDGEMENT AND CERTIFICATION:

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

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

The Selected Proposer shall be required to enter into the attached form of “Services Agreement under Federal Award” with only such changes as are specifically applicable to the awardee and the services specified in this Request for Proposals.

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

END OF DOCUMENT