



**Request for Proposal
Financial Advisory Services**

Reference Number: (25-1301)

January 13, 2025

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INTRODUCTION

1.1 Company Information

Clean Energy Fund of Texas, Inc. is a non-profit corporation founded in the State of Texas to accelerate the flow of green capital into underserved markets. We are a Texas-based green bank with a multi-state service area, accelerating investments in energy efficiency, resiliency and renewable power. See the Clean Energy Fund of Texas Program Overview (In Attachments to the RFP) and/or visit cleanfundtx.org to learn more.

1.2 Corporate Vision

The mission of Clean Energy Fund of Texas is to make clean energy conservation resources affordable. We believe that an equitable transition to a clean and regenerative economy will mitigate the impacts of the climate crisis, reduce energy poverty, create green jobs and catalyze economic development opportunities in historically under-resourced communities. We will accomplish this by accelerating the flow of green capital into underserved markets to provide a healthier, more prosperous and just future.

1.3 Purpose of this Request for Proposal ("RFP")

This Request for Proposal (RFP) is for professional consulting services to the Clean Energy Fund of Texas and its subawardees for the Solar for All program. Services will primarily cover community solar deployment in 19 states and may include financial advisory services for the organization's other greenhouse gas reduction fund (GGRF) subaward(s), where specified, subject to available funding.

This RFP is only available to those companies that responded to the publicly posted Request for Information (RFI) dated November 1, 2024, and duly notified that they are eligible to provide proposals in response to this RFP.

Clean Energy Fund of Texas is seeking proposals for Financial Advisory Services in two areas: (1) Project Financing and Community Engagement, and (2) Portfolio Management and Tax Credit Advisory. RFP respondents must specify in their proposal whether they will provide services in one or both categories. Based on the criteria outlined in this RFP, Clean Energy Fund of Texas intends to evaluate, select, and implement Agreements with multiple Bidders who can best meet the identified needs and offer the highest value.

Clean Energy Fund of Texas reserves the right to amend or cancel all or any portion of the RFP. Should it become necessary for Clean Energy Fund of Texas to revise any part of this RFP, amendments will be posted to the website.

Clean Energy Fund of Texas reserves the right to reject any or all RFP responses and to modify or waive requirements at its discretion without providing an explanation.

Clean Energy Fund of Texas reserves the right to discard any or all RFP responses received and to modify or waive requirements at its discretion without explanation.

The successful RFP response will serve as the basis for formalizing an Agreement with Clean Energy Fund of Texas. The Clean Energy Fund of Texas may, after evaluating the written proposals, elect to schedule oral presentations from a short list of finalists. Should oral presentations become necessary, Clean Energy Fund of Texas will contact the top-scoring firms from the written evaluation to schedule a date, time and location. Commitments made by the Bidder at the oral presentation, if any, will be considered binding. Additionally, Clean Energy Fund of Texas retains the right to engage in direct negotiations with any Bidder and to request a best and final offer from any Bidder.

1.4 Terms of the Contract

The Bidder selected to provide the services described in this RFP is expected to execute a Master Service Agreement (MSA) with Clean Energy Fund of Texas containing the terms and conditions governing the relationship and the duration. Clean Energy Fund of Texas' MSA is included as an attachment to this RFP, to allow Bidders to review the general contract provisions.

The contract term will be for three years with the option for a one-year extension with Clean Energy Fund of Texas.

Key Contact(s)

Any questions about the RFP process, requests for clarification of RFP contents, or other requests must be submitted via e-mail, directly to the procurement key contact identified as:

Key Contact	
Name	Stacy Nichols
Email	procurement@txcef.org

1.5 RFP Questions, Inquiries, and Q&A Conference Call

RFP questions and/or other types of Bidder inquiries that are directed to anyone other than the Key Contact may cause the Bidder to be disqualified from further participation in this RFP process.

As noted in the Schedule of RFP Events (Section 1.6) Bidders should submit any questions via e-mail to Clean Energy Fund of Texas to clarify RFP requirements or process. Clean Energy Fund of Texas will respond to submitted questions through a posted amendment to the RFP.

Clean Energy Fund of Texas will host an interactive “Pre-proposal Conference” call to answer questions that the Bidders may have. The Pre-proposal Conference shall be held on **Jan 22, 2025 1:00 PM CST**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 266 348 481 232

Passcode: 6oC35Kt7

1.6 Schedule of RFP Events

The dates included in this Schedule of RFP Events are subject to change at Clean Energy Fund of Texas 's sole discretion without explanation. Any modification to the schedule will be posted in an amendment to the RFP.

Event Description	Date
Publish RFP	January 13, 2025
Pre-proposal Meeting	January 22, 2025 1:00 PM CST
Deadline to Receive Questions	January 27, 2025 12:00 PM CST
Proposal Due (submit via e-mail)	February 13, 2025 5:00PM CST
Award Announcement	March 2025

2.0 Terms and Conditions

2.1 General Terms and Conditions

Terms and Conditions acceptable to Clean Energy Fund of Texas and approved by Clean Energy Fund of Texas General Counsel are specified in the Master Services Agreement (MSA). If any portion of the Agreement is problematic to the Bidder, the Bidder may provide a redline version of the Agreement showing the Bidder's alternative language and must provide an explanation justifying the need for the change and Clean Energy Fund of Texas will take this under consideration.

Bidder's response to this RFP should be valid for not less than 180 days from the proposal due date.

2.2 Bidder Responsibility in Preparing a Competitive Proposal

The Bidder should present its most competitive response without expecting an opportunity to revise or update its Proposal. Careful and complete preparation of the Proposal is essential to ensure an objective and timely evaluation. Incomplete or unspecified information will hinder the evaluation process and may impair the Bidder's chance for a successful bid or lead to Bidder disqualification.

With respect to preparing responses, it is imperative the Bidder responds to each requirement and provides the requested information using the format outlined in Section 5.0 of this RFP. Additionally, Clean Energy Fund of Texas prefers responses that exhibit the following characteristics:

- The Bidder followed all instructions contained within this RFP.
- The Bidder's response was clear, and concise with an appropriate level of detail. Brevity in response is strongly preferred but not at the expense of substance.
- Submissions should be free of spelling and grammatical errors, as well as typos.
- The Bidder submitted a response that sufficiently addresses the scope of services in this RFP.

All claims made by the Bidder within this Proposal are considered recognized, accepted, and endorsed by its management.

2.3 Bidder Responsibility in Bearing Response Preparation Costs

The Bidder shall be responsible for all costs incurred in responding to this RFP including, without limitation, costs incurred in preparing a proposal, analyzing Clean Energy Fund of Texas's requirements, oral presentations, site visits, third-party charges, and contract negotiations. This RFP does not commit Clean Energy Fund of Texas to pay such costs, nor does it obligate or require Clean Energy Fund of Texas to procure or contract for any goods or services.

2.4 Primary Bidder Guarantee

Clean Energy Fund of Texas intends to enter into an Agreement with multiple qualified Bidders. Teaming agreements with qualified subcontractors are encouraged to ensure all services are met by experienced vendors and staff, especially where subcontracting opportunities permit disadvantaged business enterprises to participate. The Bidder shall identify any and all third party or parties whose services are included in the Bidder's Response. All Subcontractors will be headed by the primary Bidder who will be responsible for the Agreement and will guarantee the performance of all Subcontractors including all obligations and liabilities incurred in the performance of their services. Subcontractors proposed by the primary Bidder must be identified in the Proposal and are subject to approval by Clean Energy Fund of Texas, which retains a right of refusal.

2.5 Disadvantaged Business Enterprises

Grant funds for this program are provided by the EPA, and in compliance with the EPA General Terms and Conditions, 2 CFR 200, and 40 CFR Part 33, Clean Energy Fund of Texas encourages the participation of disadvantaged business enterprises (DBEs) in the award of contracts under EPA financial assistance agreements. Clean Energy Fund of Texas has set fair share goals for 24.34% for minority-owned business enterprises (MBE) and/or 25.85% women-owned business enterprises (WBE) participation. Bidders must explain how they are supporting Clean Energy Fund of Texas to reach these goals through services for this RFP.

Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

2.6 Conflict of Interest

Vendors must confirm that no conflicts of interest exist, as defined by **2 CFR 200.318(c)(1)**, ([Learn more](#)) which states that no employee, officer, or agent of Clean Energy Fund of Texas may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest.

2.7 Disputes and Appeals

Any disputes arising during the RFP process must be submitted in writing to Clean Energy of Texas. Appeals will be reviewed and resolved in accordance with Clean Energy of Texas's procurement policies.

2.8 Right to Reject

Clean Energy Fund of Texas reserves the right to reject any or all proposals at its sole discretion without obligation to provide a rationale.

2.9 Amendments to the RFP

Clean Energy Fund of Texas reserves the right to amend or cancel this RFP at any time. Amendments will be posted to the Clean Energy Fund of Texas website and communicated via e-mail to all vendors who have submitted an Intent to Bid Notification.

2.10 Federal Compliance Requirements

All Bidders must comply with federal regulations under 2 CFR 200 and EPA guidelines, including:

2.10.1 Mandatory Certifications

- **Debarment and Suspension:** Certification that the vendor is not debarred or suspended from federal programs. ([Learn more](#))
- **Byrd Anti-Lobbying Amendment:** Certification for contracts exceeding \$100,000 that no federal funds will be used for lobbying activities. ([Learn more](#))
- **Equal Employment Opportunity (EEO):** Adherence to EEO requirements under Executive Order 11246. ([Learn more](#))
- **Procurement of Recovered Materials:** Compliance with 2 CFR 200.323 for applicable contracts. ([Learn more](#))
- **Contract Work Hours and Safety Standards Act:** Adherence for contracts involving mechanics or laborers. ([Learn more](#))

2.10.2 Additional Federal Provisions

- **Audit and Monitoring:** Willingness to cooperate with audits and monitoring activities. ([Learn more](#))
- **Buy American Preference:** Compliance with 2 CFR 200.322. ([Learn more](#))
- **Access to Records:** Agreement to grant access to all records related to the contract. ([Learn more](#))

3.0 Proposal Scope and Overview

3.1 Overview

Clean Energy Fund of Texas is seeking proposals for Financial Advisory Services in two categories: (1) Project Financing and Community Engagement, and (2) Portfolio Management and Tax Credit Advisory. The scope of services for each category is outlined below. Bidders may elect to submit a proposal for one or both scopes of work depending on their qualifications and must clarify this in their proposal narrative. Bidders should carefully evaluate the criteria and submit a proposal that offers the best value to provide the required services.

3.2 Scope of Services

3.3 Scope Item 1: Project Financing and Community Engagement

Project Financing and Community Engagement services are in direct support of community solar projects selected for the multi-state Solar for All program. Bidders fulfilling this scope will work under Clean Energy Fund of Texas's direction to create project funding models, advise on project-level blended finance strategies, and provide direct advisory support to project nodes during development through final underwriting. The successful bidder will work alongside key program partners including but not limited to National Renewable Energy Laboratories (NREL) and the Bullard Center for Environmental and Climate Justice (BCECJ) to advise project node campus-community partnerships on ownership, financial structuring and feasibility, and community investment opportunities. The objective is to develop and implement innovative and scalable financial strategies that

maximize the impact of grant funding while engaging Minority Serving Institutions (MSIs) in the decision-making process and benefiting Low Income and Disadvantaged Communities (LIDACs) across the South and Southeast United States.

i. SFA Program Implementation Support

- Develop financial base models for varied ownership structures and project archetypes eligible for program funding. This should include industry best practice and de-risking instruments and solutions that maximize use of limited grant funds.
- Provide advisory input and technical review of project financing requirements published in Program Guidelines.
- Develop proficiency in NREL REopt tool for evaluating initial technoeconomic assessment reports developed for each project node in Phase 1 of the program.
- Develop strategic approach to provide project financing and community engagement services for approximately 50 project nodes to structure and secure financing for community solar projects.
- Develop a universal decision-making model and guidance for use by each project node. This model should be scalable to varied project ownership structures and archetypes and shall be employed in the delivery of advisory services.
- Participate in initial conversations with potential nodes to introduce the program and help CEFTX assess nodes' fit with the program"
- Provide ongoing financial technical assistance to Clean Energy Fund of Texas, throughout the program lifecycle.
- Provide regular updates and progress reports to Clean Energy Fund of Texas and its program partners.

ii. Project-Based Finance Strategies

- Develop program-wide strategy for scalable blended finance models, incorporating consideration of federal and local public funding sources as well as private capital sources.
- Design de-risking instruments such as loan loss reserves, loan guarantees, and other credit enhancements.
- Develop project-by-project financial model and guidance on structuring capital stack for MSI-led and community-based projects.
- Incorporate open-source de-risking tools and public-private blended finance mechanisms
- Leverage tax credit transferability and direct pay structures for added project affordability.

iii. Community-Centric Solutions

- Develop written materials for a program participant information campaign and training modules (for asynchronous learning) tailored to non-expert participants, primarily for the benefit of MSIs and community leaders. These materials will be utilized for outreach and Phase 1.

- Provide advisory services to MSIs and local stakeholders to ensure project financing options align with community needs and the spirit of the program to foster equitable outcomes.
- Support the development of community ownership models for solar assets.
- Incorporate an impact and outcomes assessment for each project evaluating emissions reduction, number of benefiting households, household savings, and number of jobs created.

iv. Compliance and Reporting

- Must ensure advisory services follow federal guidelines (e.g., 2 CFR 200) and EPA standards for the Solar for All program.
- Support preparation of project-based reports for tracking stakeholder engagement, financial performance, equity impacts, and greenhouse gas reductions in compliance with EPA requirements.

3.4 Scope Item 2: Portfolio Management and Tax Credit Advisory

Portfolio Management and Tax Credit Advisory services will primarily support the Clean Energy Fund of Texas's multi-state Solar for All program and may include other GGRF subawards. Bidders fulfilling this scope will directly support Clean Energy Fund of Texas with portfolio-wide services to include identifying and securing portfolio funding sources and de-risking strategies, supporting negotiations with potential and secured investors, advising on the structuring of debt and equity investments, implementing portfolio risk mitigation strategies, underwriting services, and setting up loan management strategies and infrastructure.

This scope also includes providing tax credit advisory services to maximize utilization of federal tax incentives, that include the tracking, analyzing, and reporting impacts of tax policy changes. This also includes investment tax credit filing services for MSIs and communities participating in the multi-state Solar for All program.

i. GGRF Program Implementation Support

- Provide expert advisory services regarding the management of federal grant and revolving loan funds, including the tracking and use of program income.
- Provide advisory input and technical review of project financing requirements published in program policy and promotional materials.
- Develop written (co-branded) guidance on GGRF financing, tax credits, and general financial risk management for the benefit of funding recipients.
- Recommend innovative financing structures and products to meet the evolving needs of the market based on continuous monitoring of market trends and remaining abreast of relevant policy and regulation changes.
- Support the design and set up of portfolio management strategies and technology infrastructure.
- Provide ongoing financial technical assistance to Clean Energy Fund of Texas, throughout the program lifecycle.

- Provide regular updates and progress reports to Clean Energy Fund of Texas and its program partners.

ii. Portfolio Funding

- Research and identify potential funding sources, including debt financing (e.g., bank loans, credit unions, green bonds), equity investments (e.g., impact investors, venture capital), grants, and public funding programs.
- Assess the suitability and availability of various funding sources for different project types and risk profiles.
- Support Clean Energy Fund of Texas to negotiate with potential lenders, investors, and funding agencies.

iii. Debt Structuring and Equity Investment

- Develop and evaluate different financing structures, including debt-to-equity ratios, loan terms, and repayment schedules.

iv. Tax Credit Structuring and Maximization

- Advise on leveraging clean energy Investment Tax Credits (ITC), Production Tax Credits (PTC), and transferability mechanisms.
- Assess the impact of direct pay options and tax equity financing for community solar projects.
- Assist with the identification, qualification, and structuring of tax credit transactions.
- Assisting with the preparation and filing of tax credit applications and Form 5695 for an estimated 40 community solar projects within the SFA program timeline.

v. Loan Origination and Underwriting:

- Develop and implement robust underwriting guidelines to ensure consistent and prudent risk assessment.
- Conduct technical evaluation of grant and loan applications, including thorough due diligence on project feasibility, technical viability, and financial soundness.
- Assess creditworthiness of borrowers, considering factors such as financial history, project experience, and market conditions.
- Prepare underwriting report and credit memo for Clean Energy of Texas review and approval.

vi. Financial Risk Assessment

- Conduct financial risk analysis to optimize resource allocation and de-risk portfolio investments.
- Develop detailed guidance for financial risk management for participating MSIs and community-based organizations.

vii. Compliance and Reporting

- Ensure compliance with federal guidelines (e.g., 2 CFR 200) and EPA standards for the SFA program.

- Prepare reports in compliance with EPA requirements for tracking stakeholder engagement, financial performance, equity impacts, and greenhouse gas reductions, and other required data.

3.5 Requirements

- Each respondent to this RFP must submit a proposal that clearly and concisely identifies the scope of the proposed services. Bidders should concentrate on conforming to the RFP instructions and requirements, as well as the completeness and clarity of proposal responses. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may receive limited consideration.
- Intent to Bid Notification Request: Bidders are encouraged to submit an Intent to Bid Notification after receiving this RFP. Notifications should include:
 - a. Acknowledgment of receipt of the RFP.
 - b. Confirmation of intent to submit a proposal.
 - c. A statement regarding consent to share the company's contact information with DBEs interested in subcontract opportunities
 - d. Primary contact information (name, title, email, and phone number).
 - e. Submit the Intent to Bid Notification via email to procurement@txcef.orgSubmission of this notification ensures receipt of important communications or updates regarding this RFP
- Relevant experience of the company (including prime and subs) and key staff will be evaluated, and the most qualified Respondents will be selected, subject to negotiation of fair and reasonable compensation. Upon award, when negotiating the final contract, bidders are required to itemize profit separately and clarify whether it is expressed as a percentage of the total costs or as a specific dollar amount to ensure its reasonableness. Failure to complete any portion of this request may result in rejection of a proposal.

3.6 Proposal Format and Content

Correspondence in reference to this RFP process, including submission of the Proposal, shall be handled electronically via email. Please remember that RFP questions and/or other types of Bidder inquiries that are directed to anyone other than the Key Contact(s) or a designee may cause the Bidder to be disqualified from further participation in this RFP process.

The Bidder must organize and submit its Proposal in the format and sequence specified in this section and by the deadline specified in the Schedule of RFP Events (Section 1.6). An unorganized or improperly formatted proposal may receive limited consideration.

The Bidder's Proposal **must** contain the following:

1. Cover Page
2. Signed Transmittal Letter
3. Experience and Qualifications
4. Proposal Narrative (may not exceed 20 pages)
5. Work Plan
6. Organizational Chart
7. Key Staff Resumes
8. Cost Proposal
9. Disadvantaged Business Enterprise (DBE) Disclosure
10. Bidder Profile
11. ESG Questionnaire

The Bidder's Proposal **may** contain the following:

12. Relevant Supporting Documentation (limited to 5 pages)

Bidder's Proposal shall be submitted via e-mail to the Key Contact identified in this RFP.

Clean Energy Fund of Texas reserves the right to distribute copies of the Bidder Proposal to third parties for evaluation purposes.

Clean Energy Fund of Texas will rely upon all data and representations included in the Proposal. Key assumptions and dependencies, on which any aspect of the Proposal is based including any Clean Energy Fund of Texas responsibilities, must be clearly and completely identified and explained.

3.6.1 Cover Page

The Proposal shall have a cover page with the following information:

- Name and address of the company submitting the Proposal.
- Name and contact information of the firm's primary contact and secondary contact(s).

3.7 Signed Transmittal Letter

The Bidder must include a signed transmittal letter on its company letterhead signed by a representative of the company authorized to bind the company in an agreement.

The transmittal letter shall:

- Clarify which portion(s) of the scope they are submitting a response.
- Commit the Bidder to provide the services included in the Proposal.
- State that the Proposal is valid for a period of at least 180 days.
- Include a statement that the Bidder's claims within its Proposal are fully recognized, accepted, and endorsed by its management.

- Be signed by an authorized officer of the company.

Failure to submit the transmittal letter with the specified commitments, statements, and requirements (including authorized signature) may cause the Bidder's Proposal to be eliminated from the evaluation process.

3.7.1 Experience and Qualifications

- Bidders must provide three (3) relevant project examples from the past five (5) years of similar size and scope.
- For each project example, Bidders must include the names of key staff proposed for this work, their title on the project, and a description of their role on the project.
- For each project example listed, include the name, title, and contact information for at least one reference.

3.7.2 Proposal Narrative

- Bidders must submit a narrative explaining their strategy and approach for implementing the scope of services they are responding to from Section 3.0. Each narrative is limited to ten (10) pages. If a Bidder is responding to both scopes of service, the total Proposal Narrative must address each scope item separately and shall not exceed 20 pages. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the program.

3.7.3 Work Plan

- Bidders must submit a comprehensive work plan detailing the approach, methodology, and timeline for service delivery. The plan should include tasks, responsibilities, milestones, and deliverables such as reports, analysis, and recommendations.

3.7.4 Project Org Chart

- Provide a detailed organizational chart identifying key personnel and their roles. Identify subcontractors assigned to this project in your organization chart and promote the inclusion of small and disadvantaged businesses.

3.7.5 Key Staff Resumes

- Include resumes of key staff only.
- Individual resumes should not exceed two pages, and must include the name, role, and percentage of time allocated to the project.

3.7.6 Cost Proposal

- Competitive pricing will be viewed favorably.
- Cost information should be submitted as part of the attached Cost Proposal Template and Cost Estimate Breakdown by Scope, as specified.

The overall cost of the project, including internal Clean Energy Fund of Texas costs, is a key decision driver for the project. Clean Energy Fund of Texas reserves the sole and exclusive right to accept the Alternate Pricing Proposal for further review or to reject it without obligation and without explanation.

4.0 Bidder Evaluation and Selection

Clean Energy Fund of Texas is seeking a best value Proposal and will select a Bidder based upon multiple factors as noted in this section of the RFP.

A Bidder will be evaluated using information provided in its response to this RFP, information available in the public domain, and other credible and verifiable sources. Clean Energy Fund of Texas reserves the right to independently verify all information submitted by the Bidder in response to this RFP.

The selected Bidder will demonstrate comprehensive knowledge and understanding of the RFP requirements, will explain the proposed services clearly and concisely in its Proposal, will have a record of successfully performing similar work for other clients of similar size and complexity as Clean Energy Fund of Texas, and will conduct its business activities professionally and ethically.

During the evaluation process, Clean Energy Fund of Texas may request that a Bidder submit supplemental information, as required. Any supplemental information provided by a Bidder will become part of the proposal.

4.1 Proposal Evaluation

The Bidder will be evaluated upon its response to each of the key components of best value as outlined in their Proposal.

Clean Energy Fund of Texas' evaluation process will consist of:

- A preliminary evaluation of responsiveness and completeness of Proposal.
- Evaluation of experience, qualifications, and quality of the Proposal Narrative
- Evaluation of pricing
- Evaluation of additional factors that may be relevant based solely on Clean Energy Fund of Texas' discretion.

While competitive pricing is a key decision driver, other Bidder capabilities may further differentiate a Bidder from its competitors. For example, at a minimum,

Clean Energy Fund of Texas will evaluate the following key components of best value:

Evaluation Criteria	Scoring Description	Weight (%)
Bidder Experience and Qualifications	Assess the relevance of experience, and qualifications of proposed staff to meet technical and compliance needs.	15
Past Performance and Reputation	Evaluate Bidder's track record, similar clients, including references.	15
Understanding of Project Requirements	Analyze how well the proposal demonstrates comprehension of the project's objectives, challenges, and deliverables.	30
Use of DBE Enterprises	Bidders will be evaluated for percentage of DBE participation.	10
Cost Estimate	Evaluate the cost proposal, ensuring it is transparent, reasonable, and allowable under federal guidelines (e.g., 2 CFR § 200).	30

4.2 Oral Presentations

Clean Energy Fund of Texas may request an oral presentation from top bidders to ensure that the Evaluation Committee fully understands the Bidder's Proposal and ability to fulfill the requirements contained in the RFP.

Oral presentations will be held by invitation only and will be conducted virtually. Please be advised that oral presentations are not to be used to propose substantive modifications to a Bidder's approach.

The presentation must be completed within sixty (60) minutes including a question-and-answer period of approximately thirty (30) minutes. Following the oral presentations, Clean Energy Fund of Texas may request, in writing, that the Bidder clarify, in writing, any substantive clarifications, including any ambiguities, that may have become apparent through the oral presentation. Understanding of Project Requirements.

The Bidder should use this section to explain and demonstrate that it understands what Clean Energy Fund of Texas desires to accomplish through successful completion of this project.

5.0 Attachments to the RFP

- **Attachment 1: Cost Proposal Template.** Including the **Resource & Hourly Rate** Table as well as the **Cost Estimate Breakdown** Table by scope item.
- **Attachment 2: Disadvantaged Business Enterprises Disclosure**
- **Attachment 3: Bidder Qualification Form-** vendor qualifications, references, and financial/technical resources, disclosure regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- **Attachment 4: ESG Requirements Questionnaire**

Attachment 1: Cost Proposal Template

Note regarding template use:

- Bidders must provide a cost proposal that includes:
 - A narrative summarizing the cost structure and elements,
 - Table 1: Resource & Hourly Rates, and
 - The Cost Estimate Breakdown Table should be provided for the scope of services the Bidder is responding to from Section 3.0. Services. Note that quantities listed in Tables 2 and 3 are estimates for pricing purposes and may be subject to change based on actual program activity levels.

Table 1: Resource & Hourly Rates

Role	Description	Rate/Hourly	Estimated Hours

**Attachment 1 Table 2:
Scope Item 1: Project Financing and Community Engagement
Cost Estimate Breakdown Table**

Advisory services by Category (excluding per-project costs)	Description	Cost Estimate		
SFA Program Implementation Support	(To be completed by bidder)			
Project-Based Finance Strategies	(To be completed by bidder)			
Community-Centric Solutions	(To be completed by bidder)			
Compliance and Reporting	(To be completed by bidder)			
Per-Project costs	Description	Per Unit Cost	# Units	Total Cost Estimate
Project Node Advisory Services	Development of financial models + capital stack formation + hourly fee consulting to arrive at a final project pro forma for 50 project nodes.		50	
			Total	

**Attachment 1 Table 3:
Scope Item 2: Portfolio Management and Tax Advisory Services
Cost Estimate Breakdown Table**

Advisory services by Category (excluding per-project costs)	Description	Cost Estimate		
GGRF Program Implementation Support	(To be completed by bidder)			
Portfolio Funding	(To be completed by bidder)			
Debt Structuring & Equity Investment	(To be completed by bidder)			
Tax Credit Structuring and Maximization	(To be completed by bidder)			
Loan Origination and Underwriting	(To be completed by bidder)			
Financial Risk Assessment	(To be completed by bidder)			
Compliance and Reporting	(To be completed by bidder)			
Per-Project costs	Description	Per Unit Cost	# Units	Total Cost Estimate
Underwriting services per project	Completion of underwriting review + preparation of report and credit memo for an estimated 40 projects.		40	
Preparation and IRS filing support per project node	Preparation of documentation for IRS application + guidance for filing once project is in operation for an estimated 40 projects.		40	
			Total	

Attachment 2: Disadvantaged Businesses Enterprise Disclosure Form

Clean Energy Fund of Texas is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies to ensure DBEs have the opportunity to compete for procurements funded by EPA financial assistance. Please acknowledge in the context of your response or by using the form below whether you are a registered DBE and, if not, whether you plan to engage in any sub-contractors who are registered DBEs

General Information

Organization Name _____

Contact Person _____

Address _____

Phone Number _____

Email _____

DUNS Number or EIN/Tax ID _____

DBE Status

1. Are you a registered Disadvantaged Business Enterprise (DBE)? (Yes/No) _____

If yes, provide your certification number and the certifying agency _____

If no, do you plan to engage any sub-contractors who are registered DBEs? (Yes/No) _____

If yes, please provide details of potential DBE subcontractors _____

Good Faith Efforts Confirmation

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. _____

2. Make information on forthcoming opportunities available to DBEs and arrange timeframes for contracts and establish delivery schedules that encourage DBE participation. _____

3. Consider whether firms competing for larger contracts could subcontract with DBEs. _____

4. Utilize the services of available minority and women's business groups; local, state, and federal small business assistance offices; and other organizations. _____

5. Require each subcontractor to make similar good faith efforts. _____

6. Please describe good faith efforts here: _____

Attachment 3: Bidder Qualification Form

A. COMPANY DESCRIPTION

ORGANIZATION NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL	
EIN/TIN	
NUMBER OF YEARS IN BUSINESS	
DBE CERTIFICATION TYPE & DATE (FOR DISADVANTAGED BUSINESS ENTERPRISES)	

A.2 KEY MANAGEMENT PERSONNEL with names, titles, years with Bidder, as well as time in current position. If you have other key roles, you feel should be included, please list those as well.

This section may be skipped if already included in the Proposal

PRESIDENT	
VICE PRESIDENT	
CEO / COO / CIO	
PROPOSED ACCOUNT MANAGER	

A.3 PRINCIPAL SERVICES PROVIDED?

--

B. ETHICS & COMPLIANCE PROVIDE AN EXPLANATION WHERE SPECIFIED

QUESTION	PROVIDE EXPLANATIONS AS NEEDED	
	Yes	No
Has your organization or any principal been subject to any federal, state, or local criminal or civil investigations within the last 5 years? (Yes/No)		
Has your organization been debarred or suspended by any federal agency?		
Do you comply with federal regulations regarding non-discrimination and equal employment opportunities (EEO)?		
Does your organization have any outstanding liens or bankruptcies filed within the last 5 years?		

C. REFERENCES

Provide references for each of the three project examples provided in the qualifications section of your proposal.

PAST PERFORMANCE	
COMPANY NAME & CONTACT INFORMATION	DESCRIPTION OF WORK

D. FINANCIAL INFORMATION

Please provide response/documents addressing each of the following:

QUESTION	PROVIDE EXPLANATION, ATTACHMENT WHERE SPECIFIED	
	Yes	No
Have you had any contracts terminated for default or cause within the last 5 years?		
Does your organization have any outstanding liens or bankruptcies filed within the last 5 years? (Yes/No)		

E. Resources and Capabilities

Describe how Bidder will ensure its staff has the required expertise to provide the quality of services expected. This description should include in detail relevant training and certification programs that will enhance the credibility of Bidder. Please provide an explanation where required.

PROVIDE EXPLANATION, IF NECESSARY	Yes	No
Does your organization have qualified personnel with relevant certifications and experience for this project? (Yes/No)		
Describe the technical resources, equipment, and technology available to your organization that would support the project.		
Is your organization capable of meeting the project schedule and deliverables? (Yes/No)		

F. OTHER

Please provide any additional information that you consider to be of value-add to Clean Energy Fund of Texas

Attachment 4: ESG Questionnaire

Environmental, Social and Governance (ESG) Questionnaire—Please complete the following questionnaire in its entirety. Please provide an explanation for any “No” answers.

Direct Environmental Sustainability Questions

1. Do you have a recycling program in place? Yes No

How do you manage recycling for materials such as paper, plastic, and electronics?

2. Do you use electric, hybrid, or gas-powered vehicles in your fleet or for company transportation needs? Yes No

If using gas vehicles, are there plans to transition to more eco-friendly options?

3. Is your office paperless, or have you taken steps to reduce paper usage? Yes No
Do you use digital alternatives for documents, contracts, and communications?)

4. Do you use energy-efficient lighting or equipment in your facilities? Yes No
Have you implemented LED lighting or energy-saving appliances?

5. What percentage of your energy consumption comes from renewable sources?
Do you use solar, wind, or other renewable energy options for your operations?

6. How do you minimize water consumption in your operations?
Have you implemented water-saving devices or recycling of water? Yes No

7. Do you source materials or products locally to reduce your carbon footprint? Yes No
How do you minimize transportation emissions related to procurement?

8. Do you engage in any carbon offsetting initiatives? Yes No
Are you involved in reforestation or other environmental restoration projects?

9. How do you handle hazardous materials and ensure their safe disposal? Yes No

10. Do you have a policy or program in place to reduce single-use plastics in your operations? Yes No

Direct Social Responsibility Questions

1. Do you have a diversity and inclusion policy in place? Yes No
What specific steps do you take to promote diversity within your workforce?

Diversity is "the presence (and amount) of difference within a given setting," with our focus being on the setting of the workplace.

Inclusion is defined as "actions that make others feel valued, respected, seen, and heard. Inclusive behaviors enable members from different identity groups to fully contribute their unique perspectives and contributions to the workplace."

Equity is "the fair treatment of all employees regarding the accessibility of information, opportunities, and resources considering the different circumstances each employee faces."

2. What percentage of your leadership team is composed of underrepresented groups?
_____ %

3. Do you provide fair wages and benefits to your employees? Yes No
(e.g., Do you offer health benefits, paid time off, or retirement plans?)

4. Do you support employee professional development and training? Yes No
How often do you offer opportunities for skill development or continued education?

5. Do you ensure that all employees have access to a safe working environment? Yes No
What measures do you have in place for workplace safety and mental well-being?

6. Does your company engage in charitable work or community service?
Do you donate a portion of profits, or do your employees volunteer locally? Yes No
-
-
-
-
7. Do you have family-friendly policies such as parental leave, flexible hours, or childcare support? Yes No
-
-
-
-
8. Do you have policies in place to prevent discrimination and harassment in the workplace? Yes No
-
-
-
-
9. How do you ensure that your Bidders follow ethical labor practices?
Do you require certifications or conduct audits of Bidder working conditions? Yes No
-
-
-
-
10. What steps do you take to ensure data privacy and security for your customers?
Do you comply with data protection regulations like GDPR or CCPA? Yes No
-
-
-
-
11. How does your company support local communities where you operate?
Do you prioritize hiring locally or invest in local infrastructure or education? Yes No
-
-
-
-
12. Do you have a whistleblower policy that encourages reporting unethical behavior within the company? Yes No

Direct Governance Questions

1. Do you have a formal risk management program in place? Yes No
How do you identify, assess, and manage risks within the organization?

2. Do you have a disaster recovery or business continuity plan? Yes No
How does your company prepare for and respond to emergencies such as cyberattacks, natural disasters, or supply chain disruptions?

3. How often do you conduct internal audits or external reviews to assess risk management processes?

4. Do you have cybersecurity measures in place to protect your data and systems? Yes No
How do you protect against data breaches, and do you have protocols for incident response?

5. Do you maintain insurance coverage to mitigate potential risks? Yes No
What types of insurance do you have for liabilities, property, or directors and officers?

6. Do you have a code of conduct that employees are required to follow? Yes No
 What are the key elements of your code of ethics, and how is it enforced?
- _____
- _____
- _____
- _____
7. Do you provide ethics training for employees, especially those in leadership or sensitive roles? Yes No
- _____
- _____
- _____
- _____
8. How do you ensure transparency in financial reporting and business operations? Do you undergo external financial audits, and do you provide regular reporting to stakeholders? Yes No
- _____
- _____
- _____
- _____
9. Do you have clear policies for handling conflicts of interest? Yes No
 How do you address situations where personal interests may conflict with business decisions?
- _____
- _____
- _____
- _____
10. Do you have an anti-corruption and anti-bribery policy in place? Yes No
 How do you ensure that your company and employees comply with anti-bribery laws and avoid corrupt practices?
- _____
- _____
- _____
- _____
11. How do you handle reports of unethical behavior within the company? Do you have a whistleblower program, and how are concerns investigated? Yes No
- _____
- _____
- _____
- _____
12. Do you have Bidder and vendor codes of conduct that outline ethical business expectations? Yes No

Do you require Bidders to comply with laws and ethical standards regarding labor, environmental impact, and business integrity? Yes No

13. What measures do you take to ensure compliance with local and international laws and regulations?

Do you regularly monitor legal changes and ensure the company adapts to new regulations? Yes No

14. Does your board of directors or executive leadership team have clear processes for ethical decision-making? Yes No

15. Do you conduct due diligence when entering into partnerships or acquisitions to assess risks related to ethics and integrity? Yes No

Attachment 5

CLEAN ENERGY FUND OF TEXAS, INC. MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT entered into as of ____ by and between Clean Energy Fund of Texas, Inc., a Texas nonprofit corporation, (“CEFTX”) and _____ a _____ (“Contractor”) is as follows:

1. **Scope.** This Agreement applies to, and incorporates the attached Schedules as listed below, and any Quote, Purchase Order, Invoice, which is made the basis of this Agreement.

SCHEDULE	INCLUDED AND INCORPORATED HEREIN
A – Statement of Work	
B – Compensation	
C – Additional Terms and Conditions (Grant terms and conditions)	
D – Other Attachments [Specify]	

2. **Services.** CEFTX hereby engages Contractor to perform services more particularly described in Schedule A attached hereto and incorporated herein by reference (the “Services”). The specifics and schedule of the Services will be pre-approved by _____ or another CEFTX representative designated by _____ (the “CEFTX Representative”). The Parties acknowledge and agree that CEFTX does not guarantee that a certain minimum level of Services will be approved to be performed.

2.1 CEFTX enters into this Agreement based on Contractor’s demonstrated ability to perform the Services. Contractor shall perform the Services in a good and workmanlike manner and in accordance with prudent industry standards. Consequently, other than providing related information as requested from time to time by Contractor, CEFTX will not provide Contractor with any training or instructions with respect to the Services. Contractor represents that it or its Representative has all necessary licenses, permits, and registrations required to provide the Services.

2.2 Completeness of work product shall be determined by CEFTX in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by CEFTX. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate CEFTX executive in writing.

2.3 In performing the Services, Contractor agrees that it and its Representatives will comply fully with all applicable laws, statutes and regulations, including, but not limited

to, the Foreign Corrupt Practices Act (“FCPA”), environmental laws, employment laws, safety regulations, securities laws and regulations, antitrust laws, intellectual property laws and any other applicable laws, statutes or regulations, and to conduct keeping with the highest ethical standards. Contractor further agrees that it will use its best efforts to preserve the business of CEFTX and the goodwill of all employees, customers, suppliers and other persons having business relations with CEFTX. As used in this Agreement, “Representatives” shall mean a Party’s affiliates, officers, directors, employees, subcontractors and representatives, and “affiliates” shall mean persons or entities that directly, or indirectly through one or more intermediaries, control or are controlled by, or are under common control with, the Party.

2.4 Contractor shall not directly or indirectly make any Prohibited Payments. As used in this Agreement, “Prohibited Payments” shall mean an offer, gift or payment, or authorization or promise of an offer, gift or payment, of any money or thing of value to or for the benefit of any official or employee of any government (or of any department, agency or other instrumentality of any government) of any country or subdivision of any country, or any person acting in an official capacity on behalf of such government or instrumentality, or any political party or official of any political party, or any candidate for political office, for the purposes of influencing any act or decision of such person or party in its official capacity (including an act or omission to act in violation of its lawful duties), or inducing such person or party to use its influence to affect or influence any act or decision of such government or instrumentality, in order to assist the Contractor or CEFTX in obtaining or retaining business for or with, or directing business to, any person or entity. (Solely for purposes of this Agreement and not as an admission under or interpretation of the FCPA or any statute or regulation of any country, the term “government instrumentality” shall be deemed to include any enterprise in which a government owns a substantial equity interest or which any government controls). In accordance with the FCPA, Contractor shall not make any payment prohibited by the FCPA to any party for the purpose of securing business. Contractor acknowledges that breach of this paragraph constitutes grounds for CEFTX to terminate this Agreement immediately. In such event, Contractor agrees and acknowledges that Contractor shall lose any right to receive commissions or other compensation under this Agreement, whether already earned or not.

2.5 Contractor shall not utilize the services of any individual, another entity as a subcontractor, or an independent contractor to assist in performing the Services unless Contractor obtains the prior written permission of CEFTX to utilize the services of such subcontractor or independent contractor in connection with the Services.

2.6 Contractor represents and warrants to CEFTX that its employees performing Services hereunder will have (a) sufficient expertise, training and experience to accomplish the Services; and (b) executed agreements which state that (i) all work done by the employee will be a work made for hire, as that term is defined under U.S. copyright law, and will be owned by Contractor; and (ii) the employee assigns all rights in and to all work done by the employee to Contractor. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.

2.7 Upon execution of this Agreement and subsequently upon request, Contractor will

provide CEFTX with a certificate of insurance, evidencing compliance with the insurance requirements and prior to each insurance renewal. The insurance requirements are as set out below. Insurance limits noted below are minimum policy limits only, and do not limit Contractor's responsibilities. Contractor acknowledges and agrees that its failure to provide the certificate of insurance as required hereunder will not be a waiver by CEFTX of Contractor's contractual requirements to provide insurance.

a. General Liability including bodily injury, personal injury, property damage liability in the following minimum amounts: \$1,000,000 each occurrence; \$2,000,000 general aggregate. Fire damage liability of at least \$50,000 each occurrence, and medical expense liability of \$5,000 for any one person.

b. Workers' Compensation and Employer's Liability in the following minimum limits: Worker' Compensation – Statutory; Employer's Liability – \$500,000 each employee.

3. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CEFTX as an employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CEFTX's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for conducting the Services. This Agreement is not intended to create an exclusive relationship between the parties.

4. Delivery of Services. Contractor will perform all Services through the services of Contractor's employees. Contractor will not delegate or subcontract any Services to be provided to CEFTX without CEFTX' prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule A is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to Schedule A specifying the change. CEFTX may withhold its consent to substitute personnel using its sole discretion.

5. Compliance and Changes to Schedule A. Services will be provided strictly in accordance with Schedule A. No deviation, substitution or change is permitted without CEFTX's prior written consent; provided that CEFTX may terminate, suspend, increase or decrease the scope of Contractor's performance Schedule A by written notice to Contractor specifying the changes. Unless mutually agreed, a change to Schedule A by CEFTX does not apply to Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor's performance, an equitable adjustment may be made in Schedule B, if such adjustment is set forth in an amendment signed by CEFTX' and Contractor's Authorized Representative.

6. Invoicing and Payment. Contractor will submit invoices to CEFTX in accordance with the invoicing schedule and invoicing delivery terms set forth in Schedule B.

6.01 Each invoice will include (i) the Purchase Order Number and Invoice Number; (ii) Contractor's name and address; (iii) an itemized description of the Services performed, (iv)

the dates such Services were performed, (v), if applicable per Schedule B, an itemization of the specified increments of time worked, (vi), if applicable per Schedule C, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as CEFTX may reasonably request.

6.02 Invoices will only be deemed received on the date they are delivered to CEFTX's Authorized Representative or uploaded to the designated payment portal.

6.03 If CEFTX determines that Services that are the subject of an invoice have not been performed in accordance with the Schedules, CEFTX may dispute the invoice by sending Contractor notice of such dispute after CEFTX receipt of the invoice. Such notice shall clearly state the specific Services disputed, and CEFTX's reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Schedules, and the time required of Contractor to complete the Services

6.04 Except as otherwise provided, CEFTX will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with Schedule B within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.

6.05 Contractor shall maintain during the Term of this Agreement and retain not less than three (3) years after the expiration or termination thereof, complete and accurate records of all of Contractor's costs that are chargeable to CEFTX under this Agreement. CEFTX shall have the right, at reasonable times, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it.

7. Taxes, Duties and Expenses. Except as otherwise provided in Schedule B, Contractor is responsible for all expenses incurred by it in performing under this Agreement and all taxes, duties and other governmental charges with respect to the provision of Services.

7.01 If the law requires CEFTX to withhold taxes from payments to Contractor, CEFTX may withhold those taxes and pay them to the appropriate taxing authority. CEFTX will deliver to Contractor an official receipt for such taxes. CEFTX will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

7.02 In the event Schedule B does allow for reimbursement of Contractor expenses, such expenses must be listed as acceptable expenses and fully documented with receipts and any other documentation reasonably necessary for CEFTX to determine the costs were reasonable and properly incurred.

8. Representations, Warranties and Additional Covenants. Contractor represents and warrants to CEFTX and covenants with CEFTX as follows.

8.01 Contractor has full rights and authority to enter into and perform its obligations under this Agreement. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.

8.02 Contractor has the requisite skills to perform the Services in accordance with this

Agreement.

8.03 Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by Contractor of its obligations under this Agreement will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

8.04 Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.

8.05 Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any CEFTX employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by CEFTX.

8.06 Contractor is not subject to any governmental investigation and has not been debarred or suspended by any government, governmental agency or donor.

9 Non-Solicitation; Non-Disparagement

9.01 For the Term of this agreement, including any and all extensions of this agreement, and for one-year thereafter, Contractor will not encourage or solicit (directly or indirectly) any employee, client, independent contractor, vendor, or affiliate of CEFTX to leave CEFTX or any affiliate of CEFTX for any reason or interfere in any material manner with relationships at the time existing between CEFTX and its current employees, clients, customers, independent contractors, or vendors, except as may be required in any bona fide termination decision regarding any employee.

9.02 Except as to information previously obtained prior to the term of this Agreement, Contractor agrees not to solicit any personal identifying information, business information, or monetary requests from any current or past, employees, clients, customers, or vendor of CEFTX.

9.03 Contractor will not disparage CEFTX in any way that materially and adversely affects the goodwill, reputation, or business relationships of CEFTX with the public generally, or with any of its clients, customers, vendors, or employees.

10 Work Product and Intellectual Property Rights.

10.01 All information, data, documents and materials provided by CEFTX to Contractor, or acquired or learned by Contractor from CEFTX's files, documents, employees or Representatives in connection with the Services, shall remain the sole and exclusive property of CEFTX. Contractor shall obtain no rights whatsoever, whether under applicable patent, copyright, trade secret laws or otherwise, in such information, data, documents or materials unless specifically provided in writing by CEFTX.

10.02 All information, drawings, plans, specifications, designs, reports, computations, calculations, presentations, working papers and other documents prepared by or on behalf of Contractor or its Representatives in furtherance of or in connection with the Services (collectively, the "Work Product") will be and shall remain the sole and exclusive property of CEFTX and shall be delivered to CEFTX upon its request. CEFTX shall have

full and unlimited right to use all of the same without any claim or right thereto by Contractor or its Representatives for any additional compensation for such use. Contractor further agrees that the Work Product and all other information developed or secured by Contractor during and in connection with performance of the Services shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopying or reproduction, without CEFTX's prior written consent.

10.03 Contractor shall obtain no rights whatsoever, whether under applicable patent, copyright, trade secret laws or otherwise, in such Work Product and information unless specifically provided in writing by CEFTX. Contractor agrees to assign and hereby assigns to CEFTX all title, patents, patent rights, copyrights, mask work rights, trade secret rights and all other intellectual and industrial property rights of any sort anywhere in the world in connection with such Work Product. All works of authorship by Contractor under this Agreement will be "works made for hire" to the extent allowed by law.

10.04 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Contractor hereby ratifies and consents to any action of CEFTX that would violate such Moral Rights in the absence of such ratification/consent.

10.05 Contractor agrees to confirm any such ratifications and consents from time to time as requested by CEFTX. Similarly, if Contractor, in connection with the Services, obtains access to third party information, data, documents and materials that are in the possession of CEFTX, Contractor shall obtain no rights in such third-party information, data, documents and materials. Irrespective of whether the Work Product, information, data, documents and materials is subject to the obligations of confidence imposed by Section 11, Contractor shall make no copies, summaries or extracts thereof except as necessary in connection with this Agreement or as otherwise specifically authorized in writing by CEFTX, and Contractor shall make no use of such Work Product, information, data, documents and materials except as specifically authorized in writing by CEFTX. Irrespective of whether the Work Product, information, data, documents and materials is subject to the obligations of confidence imposed by Section 11, upon completion of the Services, or CEFTX terminating this Agreement, Contractor shall immediately return to CEFTX all such Work Product, information, data, documents and materials, as well as any and all copies, summaries or extracts thereof (except for solely record-keeping purposes). Contractor shall also immediately return to CEFTX all such Work Product, information, data, documents and materials, as well as any and all copies, summaries or extracts thereof, whenever requested by CEFTX.

10.06 For purposes of this Agreement, "Work Product" also includes inventions (including, but not limited to, improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, mask works, circuits, layouts, algorithms, computer programs, ideas, processes, techniques, know-how and data, whether or not patentable) that Contractor makes, conceives, reduces to practice or develops (in whole or in part,

either alone or jointly with others) during the term of this Agreement in connection with performing Services.

10.07 Contractor shall not knowingly disclose or provide to CEFTX any information, ideas, concepts, improvements, discoveries, inventions or forms of expression of ideas that Contractor does not own or otherwise have the right to disclose or provide to CEFTX. Contractor represents and warrants to CEFTX that all information, ideas, concepts, improvements, discoveries, inventions or forms of expression of ideas disclosed or provided to CEFTX shall be free from third party claims of ownership and from third party intellectual property rights to the best of Contractor's knowledge.

10.08 Contractor shall defend, indemnify and hold CEFTX, its parent, affiliates, officers, directors, agents, employees and partners harmless from and against all claims, demands and causes of action brought by third parties (and all costs, expenses, damages, liabilities or judgments sustained or incurred by CEFTX in connection therewith, including the costs of investigation and reasonable attorneys' fees and legal costs) alleging or establishing (i) that the third party owns information, ideas, concepts, improvements, discoveries, inventions or forms of expression of ideas described or provided by Contractor to CEFTX; (ii) that CEFTX's worldwide right to own, use, make, have made, license, sell or otherwise market information, ideas, concepts, improvements, discoveries, inventions or forms of expression of ideas disclosed or provided by Contractor to CEFTX infringe the third party's intellectual property rights therein; or (iii) that the processes utilized by Contractor in providing the Services to CEFTX infringe third party intellectual property rights or that the products provided by Contractor to CEFTX infringe third party intellectual property rights (including a violation of the Process Patents Amendment Act of 1988).

10.09 CEFTX shall defend, indemnify and hold the Contractor, its parent, affiliates, officers, directors, agents, employees and partners harmless from and against all claims, demands and causes of action brought by third parties (and all costs, expenses, damages, liabilities or judgments sustained or incurred by the Contractor in connection therewith, including the costs of investigation and reasonable attorneys' fees and legal costs) alleging or establishing (i) that the third party owns information, ideas, concepts, improvements, discoveries, inventions or forms of expression of ideas described or provided by CEFTX to the Contractor; (ii) that CEFTX's worldwide right to own, use, make, have made, license, sell or otherwise market information, ideas, concepts, improvements, discoveries, inventions or forms of expression of ideas disclosed or provided by CEFTX to the Contractor infringe the third party's intellectual property rights therein; or (iii) that the products provided by CEFTX to the Contractor infringe third party intellectual property rights (including a violation of the Process Patents Amendment Act of 1988).

11 Confidentiality.

11.01 Contractor acknowledges that the business of CEFTX and its affiliates is highly competitive and that CEFTX's books, records and documents, information concerning CEFTX's strategies, plans, business, products, equipment, services and processes, procurement procedures and pricing techniques, the names of and other information (such as credit and financial data) concerning CEFTX's customers and business affiliates and any other confidential and/or proprietary information and/or trade secrets that have been

developed or used by or on behalf of CEFTX or its affiliates or will be developed and that cannot be obtained readily by third parties from outside sources (collectively, "Confidential Information"), all comprise confidential business information and trade secrets of CEFTX that are valuable, special and unique proprietary assets of CEFTX.

11.02 Contractor further acknowledges that protection of CEFTX's Confidential Information against unauthorized disclosure and use is of critical importance to CEFTX in maintaining its competitive position. Accordingly, Contractor hereby agrees that it will not (and it will ensure that its Representatives do not), at any time during or after the term of this Agreement, make any unauthorized disclosure of any Confidential Information of CEFTX, or make any use thereof, except solely for the benefit of, and on behalf of, CEFTX in the performance of the Services pursuant to this Agreement. Contractor will safeguard the Confidential Information from unauthorized disclosure. Contractor also agrees to preserve and protect the confidentiality of third-party Confidential Information to the same extent, and on the same basis, as CEFTX's Confidential Information. Contractor's obligation under this Section 11 will not extend to information which is or becomes part of the public domain through no action or omission of Contractor or its Representatives.

11.03 Contractor will not (and will ensure that its Representatives do not) disclose to any person (other than Contractor's Representatives, legal, tax, and financial advisors who have a need to know) the terms of this Agreement without the prior written consent of CEFTX.

11.04 If Contractor or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Contractor will promptly notify CEFTX of such request or requirement so that CEFTX may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, Contractor or its Representatives are, in the opinion of Contractor's counsel, compelled to disclose the Confidential Information, Contractor may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. Contractor shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by Contractor or its Representatives and not otherwise permitted by this Agreement. Contractor shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

11.05 All written Confidential Information (including that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for Contractor) will be returned to CEFTX immediately upon CEFTX's request, and no copies shall be retained by Contractor or its Representatives except monthly invoice and associated statement of work done. Oral Confidential Information and written Confidential Information not so requested or returned will be held by Contractor and kept subject to the terms of this Agreement or destroyed.

11.06 Contractor shall be responsible for any breach of the terms of this Section 11 by its Representatives.

12 Logo, Trademark, Copyright Usage. If the scope of work requires Contractor to display one or more of CEFTX’s logos, trademarks, or otherwise copyrighted material (“CEFTX Materials”), CEFTX grants Contractor a limited, revocable, non-exclusive, non-transferable license to use CEFTX Materials subject to CEFTX’s reasonable guidelines and solely for the purpose outlined in this Agreement.

If the scope of work requires CEFTX to display one or more of Contractor’s logos, trademarks, or otherwise copyrighted material (“Contractor Materials”), Contractor grants CEFTX a limited, revocable, non-exclusive, non-transferable license to use the Contractor Materials subject to Contractor’s reasonable guidelines and solely for the purpose outlined in this Agreement.

13 Equitable Relief. Money damages would not be a sufficient remedy for any breach of Sections 10, 11, or 12 of this Agreement by Contractor or its Representatives, and CEFTX shall be entitled to specific performance and injunctive relief as remedies upon proof of any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Contractor or its Representatives but shall be in addition to all other remedies available at law or in equity to CEFTX.

14 Indemnification. Contractor will indemnify CEFTX and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Agreement, any failure by Contractor to fully perform its obligations under this Agreement or any breach by Contractor of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

15 Termination and Remedies.

15.01 This Agreement may be terminated immediately upon written notice if CEFTX using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case CEFTX may withhold any and all amounts owed to Contractor until such breach is remedied.

15.02 This Agreement may be terminated by either party upon Notice of Termination. Any termination by either party shall be communicated by a written notice to the other party hereto: (i) indicating the specific termination provision in this Agreement relied upon, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Agreement under the provision so indicated, and (iii) specifying a Date of Termination which shall be at least thirty (30) days following the date of such notice (a “Notice of Termination”).

15.03 Neither Party shall be liable for losses, delays, failure, errors, interruption or loss of data occurring directly or indirectly by reason of circumstances beyond its reasonable control, including, without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster); action or inaction of civil or military authority;

acts of foreign enemies; war; terrorism; riot; insurrection; sabotage; epidemics or pandemics; labor disputes; civil commotion; or interruption, loss or malfunction of utilities, transportation, computer or communications capabilities, and the other Party shall have the right to terminate this Agreement if the delay is continued for more than 60 consecutive days.

15.04 In the event of termination, CEFTX will not be obligated to pay Contractor for any partially completed work. In the event termination is due to CEFTX' breach, by CEFTX for CEFTX convenience, due to force majeure event, or due to loss of funding, CEFTX will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, CEFTX will not be responsible for any expenses incurred in anticipation of termination or suspension.

15.05 Upon receipt of notice of termination pursuant to this Section 15, Contractor shall immediately discontinue all Services and transfer title and deliver to CEFTX all Work Product (including work in process, completed work, supplies and other materials produced or acquired for the Services, as well as the completed or partially completed plans, drawings, information, and other property that, if this Agreement had been completed, would be required to be furnished to CEFTX).

15.06 Termination of this Agreement shall not relieve any Party from any obligation accruing or accrued to the date of such termination, nor deprive a Party not in default of any remedy otherwise available to it. The indemnification provisions of this Agreement shall survive such termination relative to all claims and other indemnified matters, discovered or undiscovered, arising out of, in connection with, or incident to this Agreement.

15.09 If this Agreement is terminated, and such termination occurs after commencement of any Services hereunder, CEFTX shall pay Contractor for Services which have been satisfactorily performed to the date of termination for which Contractor has not previously been paid by CEFTX, subject to the right of retainage or withholding as set forth herein. In the event such termination by CEFTX occurs prior to commencement of any Services, CEFTX shall incur no liability whatsoever to Contractor, including but not limited to, Contractor's costs associated with proposal preparation, the purchase of equipment or materials or supplies, and the hiring or reassignment of employees.

15.10 The obligations of the Parties set forth in Sections 10, 11, or 12 shall survive the expiration or termination of this Agreement.

16 Dispute Resolution.

16.01 If a dispute arises from or relates to this Agreement or the alleged breach thereof, and if the dispute cannot be settled through negotiations within 30 days, the parties agree to endeavor first to settle the dispute by mediation. The mediator may be mutually agreed upon by the Parties and must be conducted in Houston, Texas.

16.02 If the dispute is not resolved through mediation, excepting the right of a Party to seek such relief, all claims and matters in question arising out of this Agreement or the relationship between the parties created by this Agreement, whether sounding in contract, tort or otherwise, shall be resolved by binding arbitration in Houston, Texas, pursuant to

the Federal Arbitration Act. The arbitration shall be administered by the American Arbitration Association (the “AAA”) or similar organization, by one arbitrator, who shall be mutually agreed between the Parties from a panel of independent arbitrators proposed by the AAA. If the Parties fail to agree on an independent arbitrator from the AAA panel list within 15 days after receiving the list from the AAA, the AAA shall appoint an independent arbitrator.

17 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL CEFTX BE LIABLE TO CONTRACTOR OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT CEFTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF VENDOR SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM CEFTX (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS), CEFTX WILL BE LIABLE ONLY FOR THE AMOUNT OF CONTRACTOR’S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES PAYABLE BY CEFTX FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVE RISE TO SUCH LIABILITY AND IS THE SUBJECT OF THE CLAIM.

18 Additional Provisions.

18.01 Governing Law and Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties’ consent to exclusive jurisdiction and venue in the federal and state courts sitting in Harris County, Texas. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, CEFTX shall be entitled to recover its reasonable attorney’s fees, costs, and other expenses.

18.02 Attorney’s Fees. If CEFTX utilizes the services of an attorney due to Contractor’s default or other non-performance under this Agreement, Contractor shall pay CEFTX’s reasonable resulting attorneys’ fees, legal costs, and expenses. Attorneys’ fees and legal costs and expenses include but are not limited to those incurred in making demands, negotiation, or assertion and prosecuting legal claims related to this Agreement, whether in court, arbitration, appeal, bankruptcy, or otherwise. If because of enforcement, modification, or other permitted purpose under this Agreement, legal services are provided to Contractor by attorneys employed or contracted in-house by Contractor, or an affiliated entity, such attorneys’ fees shall be charged to Contractor at a market-comparable hourly rate in Harris County, Texas.

18.03 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without CEFTX’s prior written consent which may be withheld as CEFTX determines in its sole discretion. Any such purported assignment shall be void.

18.04 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

18.05 Entire Agreement. This Agreement, including the Schedule(s), constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

18.06 Injunctive Relief. Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, CEFTX will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

18.07 Contractor's Remedy. Contractor's remedy, if any, for any breach of this Agreement shall be limited to payments for services due under this Agreement. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against CEFTX or any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to CEFTX for any compensation which may be due to Contractor hereunder.

18.08 Agency. Contractor is not CEFTX's agent or representative and has no authority to bind or commit CEFTX to any agreements or other obligations.

18.09 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

18.10 Time. Contractor agrees that time is of the essence in this Agreement. Periodically (with no regular timeframe), CEFTX will provide Contractor with a schedule of timelines, deliverables, and due dates. Contractor must comply with the schedule provided. Failure to do so will be considered a breach of this agreement by Contractor.

18.11 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service via electronic mail to the General Counsel or via registered and tracked mail to the address provided by the respective Party. Such communications shall be effective when they are received by the addressee. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

Authorized Representatives and Contact Information:

CEFTX: Only the following CEFTX employees are authorized to agree to any amendment of the Agreement, an amended or modified Statement of Work:

Attn: _____
Phone: _____
Email: _____

Only the following CEFTX employees are authorized to receive, accept, or reject invoices.

Attn: _____
Fax: _____
Email: _____

Contractor: Contractor's authorized representative for all purposes is:

Attn: _____
Fax: _____
Email: _____

18.12 No failure on the part of CEFTX to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to CEFTX.

18.13 If there is a conflict in term between this Master Services Agreement and any Schedule, the terms in the Master Services Agreement shall prevail unless the changed terms in the Schedule specifically state the section of the Master Services Agreement that the Schedule is changing, in which case the new terms in the Schedule shall prevail only as to that Schedule.

IN WITNESS WHEREOF, this Master Services Agreement has been duly executed as of the date written below.

CLEAN ENERGY FUND OF TEXAS, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE C

ADDITIONAL TERMS AND CONDITIONS

Contractor acknowledges and agrees that the funds utilized to pay the compensation as listed in Schedule B, derives from U.S. Federal Government funding. Therefore, the following additional terms and conditions apply:

1. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury <https://sanctionssearch.ofac.treas.gov/>.

2. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act. Contractor has not and will not offer or give any employee, agent, or representative of CEFTX anything of value to secure any business from CEFTX or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from CEFTX, including but not limited to this Agreement.

3. Contractor did not seek or obtain confidential information related to the award of this Agreement or any statement of work from any CEFTX employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any statement of work, to set prices being offered or in any other way to interfere with free and open competition.

4. Contractor has not engaged in, and will not engage in, any of the following conduct: (a) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children), (b) procuring a commercial sex act; or (c) using forced labor.

5. Build America, Buy America. The Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) apply to EPA funding obligated after May 14, 2022, for EPA funded infrastructure projects. None of the EPA and other federal grant funding subject to BABA may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The BABA preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Additional information on BABA compliance is available in EPA's "Build America, Buy America" (link) General Term and Condition.

6. Davis Bacon Act. As provided in Section 314 of the Clean Air Act (42 USC § 7614) (DBRA), Davis-Bacon Act (42 USC §§ 3141-3144) labor standards apply to projects assisted by grants and cooperative agreements made under the Greenhouse Gas Reduction Fund. Accordingly, all laborers and mechanics employed by contractors or subcontractors on projects assisted under this award agreement shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the locality as determined by the Secretary of Labor in accordance with 40 USC Subtitle II, Part A, Chapter 31, Subchapter IV (Wage Rate Requirements). Under the Greenhouse Gas Reduction Fund, the relevant construction type and prevailing wage classifications would be "Building" and "Residential." The Secretary of Labor's wage determinations are available at <https://sam.gov/content/wage-determinations>.

7. Contractor shall make sure that any construction work financed in whole or in part with such financial assistance, as defined in these Terms and Conditions of the federal award, complies with Davis Bacon Act requirements. These requirements apply to all construction projects assisted by such financial assistance without regard to whether the work is contracted for by Contractor, subcontractor, or other entity.

8. It is the policy of CEFTX to ensure that Disadvantaged Business Enterprises (DBE) have an equal opportunity to receive and participate in contracts. It is also the practice of CEFTX to ensure nondiscrimination in the award and administration of contracts; to create a level playing field on which DBEs and small businesses can compete fairly for contracts; to ensure that the DBE program is narrowly tailored in accordance with applicable law; to ensure that only firms that fully meet eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs and small businesses

in federally funded contracts; and to assist the development of firms that can compete successfully in the marketplace outside the DBE program.

9. Whenever possible, DBE and Small Business Enterprises (SBE) contractors and vendors shall be given procurement preference when multiple bids have been received that are equal in value and services to be provided. When services or goods related to capital projects are to be procured, staff shall comply with all SBE and DBE requirements outlined in the funding agreements. These Good Faith Efforts are methods used by Contractor to ensure DBEs have the opportunity to compete for procurements funded by federal financial assistance dollars.

10. Contractor shall document the methods used to adhere to the Good Faith Efforts and will retain the documentation in the records of the organization. Documentation will include, but is not limited to, email logs, phone logs, electronic searches and communication, handouts, flyers, or similar records. In addition, if one or more of the Good Faith Efforts cannot be performed, the circumstances that have prohibited the full execution of each step will be documented and retained. These efforts include:

- (a) Placing qualified DBE Vendors on solicitation lists;
- (b) Soliciting DBE Vendors whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE Vendors;
- (d) Establishing delivery schedules, where requirement permits, which encourage participation by DBE Vendors;
- (e) Using services and assistance, as appropriate, of such organizations as Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (f) Requiring the prime contractor, if subcontracts used, to take affirmative steps listed in paragraphs (i) through (v) of this section.

11. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Federal financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

I have read and understood the Additional Terms and Conditions under Schedule C. I understand that failure to comply with Schedule C will be considered a breach of the Master Service Agreement and may be terminated immediately in accordance with Section 15.

Company Name

By: _____

Printed Name: _____

Title: _____

Date: _____