

Request for Proposal

Grant Management Support Services

Reference Number: 24-1112

December 4, 2024

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## 1.0 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](http://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 Grant Management Support Services to the Clean Energy Fund of Texas for its Solar For All direct award grant and may include subawards from other Greenhouse Gas Reduction Fund (GGRF) programs. Based upon criteria specified in this RFP, Clean Energy Fund of Texas intends to evaluate, select, and implement an Agreement with a Bidder who can provide the required capability at best 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 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 (3) years with up to two (2) one-year renewal options.

#### 1.5 *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
Phone	832-639-4458
Email	procurement@txcef.org

#### 1.6 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 1.7) 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 December 13, 2024, 9:00 AM CST via Teams.

Use this link to attend: [Join the meeting now](#)

Meeting ID: 286 189 365 049

Passcode: S2UB7TD7

## 1.7 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	Target Completion Date
Publish RFP	December 4, 2024
Pre-proposal meeting	Dec 13, 2024
Deadline to receive questions	December 19, 5:00 PM
Proposal due (submit via e-mail)	January 17, 2024 3:00 PM
Award announcement ( <i>pending approval</i> )	January 2025
Start Work	January 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. The 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 full 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

The Clean Energy Fund of Texas will enter into an Agreement with one primary contractor. 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 40CFR 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 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 of Texas reserves the right to amend or cancel this RFP at any time. Amendments will be communicated to all vendors who have submitted an Intent to Bid Notification.

## 2.10 Federal Compliance Requirements

All Bidder's must demonstrate compliance 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

The successful Bidder will provide professional consulting services for the Solar for All program managed by Clean Energy Fund of Texas, Inc. Clean Energy Fund of Texas **Services will primarily support the organization's direct Solar for All (SFA) award covering community solar deployment in 19 states and may include limited advisory services for the organization's other GGRF subaward(s), where specified.**

#### 3.2 Scope of Services

##### I. Overview

To ensure the successful implementation and management of the Environmental Protection Agency (EPA) grant program, Clean Energy Fund of Texas is seeking a qualified consultant to provide grant management support services. The successful Bidder will provide staff experienced in federal grant program compliance, the clean energy sector, and greenhouse gas data management. It is essential that the consultant provides highly qualified staff with the necessary expertise to successfully complete all project tasks.

##### i. Program Policy & Procedure

The successful Bidder will support the development of key program management policies, procedures, and systems incorporating expert advisors into the development of work products to ensure the incorporation of EPA compliance as well as industry standards. In this role, the successful Bidder will coordinate with Clean Energy Fund of Texas Clean Energy Fund of Texas and its program partners National Renewable Energy Labs (NREL) and the Bullard Center for Climate and Environmental Justice (BCECJ). The successful Bidder will:

- Develop the Program Guidelines and manage the process for incorporating program partner and expert advisory input.
- Develop a Davis Bacon and Related Acts compliance manual.
- Develop policy, procedure, and systems recommendations that ensure compliance, incorporate industry best practices, and support efficient and effective grant administration. This includes providing recommendations for standardizing oversight and management reports.

- Develop forms, checklists, toolkits, and templates to streamline grant compliance management, internal controls, and compliance procedures.
- Develop training and informational resources that promote program participant understanding of program implementation requirements and procedures and foster a culture of continuous learning.

## ii. IT Systems Analysis & Design

The successful Bidder will assist Clean Energy Fund of Texas Clean Energy Fund of Texas in selecting a grant management database system most suitable for SFA record-keeping, process management, and accessibility for Clean Energy Fund of Texas its staff, program partners and awardees. Bidders will provide robust analysis of system needs to enhance the end-user experience, improve efficiency through automation, ensure compliance with data security standards, as well as specific reporting requirements and provide real-time insights for better program management.

The successful Bidder will provide direct support to the SFA Program Director and Clean Energy Fund of Texas Chief Information Officer throughout the systems development lifecycle, from requirements gathering to systems selection, testing and implementation to include:

- Documenting program lifecycle requirements and systems design, participating in user testing, and guiding product management through implementation and closeout.
- Recommending system options that meet program needs, integrate with Clean Energy Fund of Texas's existing loan management system, and provide opportunities for high automation.
- Advise on EPA compliant framework and automation for data gathering, analysis, and reporting on grant performance, financials, and compliance. The ideal system will have built-in, customizable reporting dashboards and business intelligence (BI) tools that track key performance indicators (KPIs), project milestones, and financial summaries.
- Advise on strategies for seamless integration with other existing systems, such as accounting, financial management systems, and GIS tools. The system should support API integration to allow for data exchange with existing platforms like the loan management system and other third-party applications.

## iii. Project Selection Support

The successful Bidder will provide process management and compliance review to assist Clean Energy Fund of Texas and its program partners with competitive project selection. Clean Energy Fund of Texas intends to take in project applications on a cyclical basis between Q4 2025 and Q4 2027. See more details about the three-phase award process in the SFA Program Overview document. The successful Bidder will:

- Support Clean Energy Fund of Texas staff to manage the application cycle. This includes coordinating and tracking reviews completed by internal staff as well as program partners NREL and BCECJ, and other technical assistance providers.
- Serve as subject matter experts, reviewing grant applications for compliance with federal requirements as well as program eligibility criteria. This includes conducting a subrecipient risk assessment and drafting special conditions for subrecipients to meet funding and programmatic requirements.

#### iv. Stakeholder Engagement and Outreach Support

The successful Bidder will support planning and implementation for strategic communications, stakeholder engagement, and program outreach. The successful Bidder will:

- Develop and implement a comprehensive strategic communications plan aligned with program goals, including targeted information campaigns, public messaging, and applicant engagement strategies.
- Develop a stakeholder engagement strategy for identifying and engaging with key stakeholders, including community members, utilities, policymakers, and industry leaders, etc. to build support for the program.
- Develop engaging and informative content, such as website copy, content for social media posts, blog articles, and presentations to educate and inform stakeholders. All public-facing deliverables must be designed in adherence with our organization and program branding to support visually appealing and easily understood program materials.

#### v. Grant Compliance Services

The successful Bidder will provide compliance support services including expert advisory and verification of compliance through site visits, where applicable, for the following compliance categories:

##### (a) Construction Progress Monitoring

- Conduct limited construction progress site assessments based on a sample methodology for an estimated 40 to 50 sites to ensure that the proposed improvements at the subject site are progressing as required in the contract/agreement.

##### (b) National Historic Preservation Act compliance

- Conduct Section 106 oversight for reviews, when applicable, to assess the potential effects of proposed community solar projects on historic properties. Identify any properties listed on the National Register of Historic Places or eligible for listing.
- Provide technical assistance support to project awardees in developing and implementing mitigation measures to avoid, minimize, or mitigate adverse

effects on historic properties. Work with project applicants and relevant agencies to identify and implement appropriate measures, such as redesigning projects, relocating components, or providing educational materials.

(c) Labor & Workforce Compliance

- Provide full-capacity support for the SFA direct award and Texas subaward for monitoring project awardee and contractor compliance with Davis Bacon and related acts. Review wage records and compare them to prevailing wage rates determined by the Department of Labor.
- Provide training and ongoing technical assistance to project awardees and contractors related to Davis-Bacon Act compliance, including guidance on wage determination, recordkeeping, and enforcement procedures.
- Assist project awardees and contractors in identifying and addressing any potential compliance issues and develop corrective action plans as needed.

(d) Build America, Buy America and Domestic Content Sourcing Compliance

- Create implementation guidance and program participant information for Build America, Buy America Act compliance.
- Provide technical assistance support to Clean Energy Fund of Texas and project awardees on the requirements of the Build America, Buy America Act and assist in developing waiver requests, as needed.
- Support Clean Energy Fund of Texas in the monitoring of project implementation to ensure compliance with documentation and reporting requirements.

vi. Compliance Reporting

The successful Bidder will support compliance reporting for the direct SFA award and Texas subaward. Bidder must demonstrate substantial experience with greenhouse gas data gathering and management and solar project performance, experience with EPA quality management practices is a plus. The successful Bidder will:

- Develop and manage a program Quality Management Plan and Quality Assurance Project Plan in compliance with EPA SFA requirements. This includes providing qualified staff to fill roles and capacity standards dictated by EPA protocol.
- Assist in the collection, verification, and analysis of solar project performance and environmental impacts data. Ensure data accuracy through quality control procedures.
- Prepare comprehensive EPA quality assurance reports for the direct SFA award and Texas subaward that accurately reflect project performance and compliance with environmental regulations. Ensure that reports meet all EPA requirements and reporting deadlines.

- Assist in the development of any necessary corrective action plans to address identified deficiencies or non-compliance issues.

vii. Additional services

In addition to the specific services outlined in this RFP, Bidders may propose additional services that they believe would enhance the project's value or address specific needs. Any proposed additional services must be clearly described, justified, and included in the Bidder's pricing proposal. The evaluation committee will carefully consider all proposed additional services and their potential benefits to the project.

4.0 Requirements for Response

4.1 Requirements

Each respondent to this RFP should submit a proposal that clearly and concisely provides all the information requested. Bidders should concentrate on conformance to the RFP instructions and requirements, as well as 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.

Bidders' qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation. Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract. Failure to complete any portion of this request may result in rejection of a proposal.

4.2 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 1.8). 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 (no more than 3 pages)

4. Proposal Narrative (no more than 30 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. Other Value Adding Services
13. Alternative Pricing Proposal
14. Relevant Supporting Documentation

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.

#### 4.2.1 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).

#### 4.2.2 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:

- 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.

#### 4.2.3 Experience and Qualifications

- The Bidder must demonstrate its performance track record with projects of similar size and scope within the past five (5) years.
- A summary of the Bidder's **technical expertise that describes the unique capabilities** of the Bidder and its Subcontracts, if any. The narrative should highlight the **Bidder's skills and ability to perform the services** described in the RFP.
- State all relevant information regarding the number, qualifications, and experience of the staff to be specifically assigned to this engagement. Include a narrative description of the specific function/role that each key staff member would perform and their specific qualifications for their proposed role in this engagement. Lead staff should be identified. Respondents are encouraged to submit resumes for all key staff of the proposed team, including any Subcontract personnel who may work on the engagement.
- The Experience and Qualifications section must not exceed 3 pages.

#### 4.2.4 Proposal Narrative

- Bidder must provide a description of its ability to meet the requirements. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the program. The Proposal Narrative sections must not exceed 30 pages.

#### 4.2.5 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.

#### 4.2.6 Project Org Chart

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

#### 4.2.7 Key Staff Resumes

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

#### 4.2.8 Cost Proposal

- Costs may not exceed two percent (2%) of the Clean Energy Fund of Texas total direct SFA award value. Competitive pricing will be viewed favorably.

- Cost information should be entered as part of the attached Cost Proposal Template and Cost Estimate Breakdown by Scope, as specified. Alternatively, Bidders may submit their own version of Pricing & Costs for consideration.

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.

#### 4.3 Other Value Adding Services (optional)

In addition to the requirements of this RFP, a Bidder is encouraged to include additional value-adding services that may differentiate its offerings from other Bidders. Clean Energy Fund of Texas will evaluate the additional services within the framework of the best value concept specifically with an objective of determining if the services are needed and are cost-effective.

#### 5.0 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.

#### 5.1 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 Qualifications	Assess the Bidder's experience, expertise, staffing qualifications, and ability to meet technical and compliance needs.	15
Past Performance and Reputation	Evaluate Bidder's <b>track record, similar clients, including references.</b>	15
Understanding of Project Requirements	Analyze how well the proposal demonstrates comprehension of the <b>project's objectives, challenges, and deliverables.</b>	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 includes a breakdown consistent with federal guidelines (e.g., 2 CFR § 200).	30

## 5.2 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.

## 6.0 Attachments to the RFP

- Attachment 1: Cost Proposal Template. Including the Resource & Hourly Rate Table as well as the Cost Estimate Breakdown by Scope.
- Attachment 2: Disadvantaged Business Enterprises Disclosure
- Attachment 3: Bidder Qualification Form- vendor qualifications, past performance, and financial/technical resources, disclosure regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Attachment 4: ESG Requirements Questionnaire
- Attachment 5: Master Service Agreement
- Attachment 6: Clean Energy Fund of Texas SFA Program Overview



## Cost Estimate Breakdown by Scope

Category	Description	Key Deliverables	Cost Estimate
Program Policy & Procedure	Develop policies, procedures, and systems for compliance; create standardized reports and checklists; develop a capacity transfer plan for long-term sustainability.		
Systems Design Consulting	Assist in designing a record-keeping system; support product development lifecycle; advise on GIS integration and mapping opportunities.		
Project Selection Support	Evaluate grant applications; assess technical feasibility and financial viability; prepare independent engineering reports.		
Grant Compliance: Construction Progress Monitoring	Conduct site assessments to ensure contract adherence.		
Grant Compliance: National Historic Preservation Act	Conduct Section 106 Oversight; provide technical assistance on mitigation measures.		
Grant Compliance: Labor & Workforce Compliance	Monitor wage compliance; provide ongoing technical assistance related to the Davis-Bacon Act.		
Grant Compliance: Community Benefits Agreements	Track and verify community benefits; provide advisory services for labor relations.		
Grant Compliance: Consumer Protection	Develop consumer education materials; establish dispute resolution mechanisms; provide technical support.		
Grant Compliance: Build America, Buy America and Domestic Content Sourcing	Assist in compliance with the Act; provide guidance on documentation and sourcing domestically manufactured products.		
			Total Cost

## Attachment 2: Disadvantaged Businesses Enterprise Disclosure

Clean Energy Fund of Texas follows good faith efforts whenever procuring construction, equipment, services and supplies to ensure disadvantaged business enterprises (DBE) have the opportunity to compete for procurements funded by EPA financial assistance. Please acknowledge in the context of your response and 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, and at what percentage of the contract.

### 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) Yes/No

If yes, provide your certification number and the certifying agency: \_\_\_\_\_

### DBE Subcontracting

2. Do you plan to engage any sub-contractors who are registered DBEs? Yes/No

If yes, please describe the efforts taken to engage DBEs for subcontracting opportunities for this RFP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If yes, please provide details of potential DBE subcontractors including the business name and percentage of contract:

ORGANIZATION NAME (M/WBE)	Description of Services	Percentage of Contract

### Good Faith Efforts Confirmation

*The following are the good faith efforts required by the EPA. Please confirm that your company will adhere to these efforts:*

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Yes/No
2. Make information on forthcoming opportunities available to DBEs and arrange timeframes for contracts and establish delivery schedules that encourage DBE participation. Yes/No
3. Consider whether firms competing for larger contracts could subcontract with DBEs. Yes/No
4. Utilize the services of available minority and women's business groups; local, state, and federal small business assistance offices; and other organizations. Yes/No
5. Require each subcontractor to make similar good faith efforts. Yes/No

# 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

Give the names of three to five companies Bidder is currently doing work for and a description of the work. Work should be similar in design and objectives to projects for which the Bidder seeks consideration.

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?

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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?

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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?)

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

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

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

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

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

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

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

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## 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."

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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?)

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

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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?

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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
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7. Do you have family-friendly policies such as parental leave, flexible hours, or childcare support? Yes No
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- 
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- 
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
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12. Do you have a whistleblower policy that encourages reporting unethical behavior within the company? Yes No

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## 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?

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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?

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

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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?

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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?

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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

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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

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

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

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# 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: \_\_\_\_\_

SAMPLE



## Attachment 6: Clean Energy Fund of Texas Solar for All Program Overview

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Clean Energy Fund of Texas

Greenhouse Gas Reduction Fund

Solar for All Program

Project Title: Southeast Regional Community Solar Network (SERCSN) for Historically Black Colleges and Universities (HBCUs), Hispanic Serving Institutions (HSIs), and Tribal Colleges and Universities (TCUs)

*Please note, Program Overview subject to modifications and updates by the EPA. Any modifications to the Program Overview during the RFI period will be communicated to all Bidders.*

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### Introduction

#### Section 1: Project Description

##### 1.1 Program Model Introduction

Our program is designed around a theory of change that is centered on engaging and supporting serving Historically Black Universities and Colleges (HBCUs), Hispanic Serving Institutions (HSIs), and Tribal Colleges and Universities (TCUs), collectively known as Minority Serving Institutions (MSIs), as local experts in their communities to deploy residential-serving community solar systems across the American south and southeast. MSIs are unique agents of change with footholds into diverse communities across the south and southeast, representing rural areas, tribal lands, dense urban neighborhoods, and public housing developments with the capacity to build community microgrids and storage facilities.

MSIs are also traditionally located in neighborhoods of low-income households. Low-income and disadvantaged communities (LIDACs)<sup>1</sup> with disproportionate energy burdens are located within the utility radius of all MSIs in CEFTX's analysis, but residences of all types and income levels are also found in these catchment areas. In addition to leveraging their existing locations, expertise, and capacity to serve a wide breadth of LIDACs, MSIs participating in the Program will be held to program guidelines and receive technical assistance to identify and serve eligible income-qualifying households and ensure anti-discrimination protections are implemented with fidelity.

Leveraging targeted spatial analysis developed by the National Renewable Energy Laboratories (NREL) to inform project planning, the SERCSN Solar for All (SFA) program maximizes the breadth and diversity of communities served while focusing in on a region with some of the most energy-burdened and economically impacted LIDACs in the country. Despite low tariffs, the American south and southeast has the highest residential utility bills and greatest share of cost-burdened utility customers in the contiguous United States, disproportionately experienced by communities in the same footprints where MSIs are located, as demonstrated below.

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<sup>1</sup> LIDAC communities are defined by the White House Council on Environmental Quality's Climate and Environmental Justice Screening Tool (CEJST)

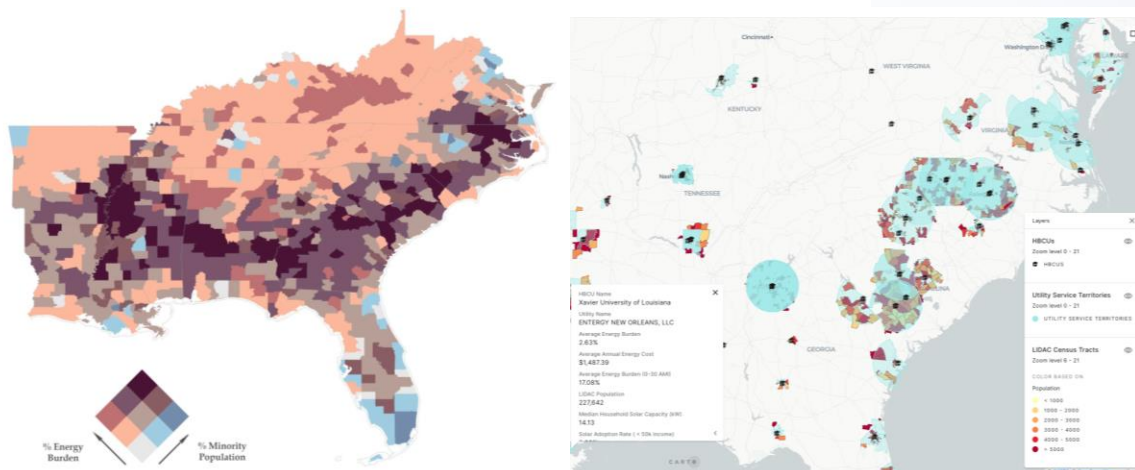


Figure 1. Energy Burden & Minority Population Rates Across the Southeastern United States. Source: Low Income Energy Affordability Data Tool, U.S. DOE. Map: William D. Bryan; HBCU Locations & Surrounding Utility Service Territory Populations across the Southeastern United States. Source: National Renewable Energy Laboratory (NREL), 2023.

## 1.2 Program Overview

The Clean Energy Fund of Texas (CEFTX), in partnership with the Bullard Center for Environmental and Climate Justice at Texas Southern University (BCECJ; jointly, CEFBC), will deploy technical assistance, private capital, and an expected \$117.10M in grants to an estimated 38 MSIs, facilitating the development of residential-serving community solar, storage, and upgrade projects serving low income and disadvantaged communities (LIDACs) on the frontlines of energy policy and grid vulnerability challenges across the American South and Southeast (USSE). Projects will drive expected emissions reductions of 3.14 million metric tons of CO<sub>2</sub>; generate household utility bill savings of 25% for more than 8,870 household subscribers, totaling over \$76.97M; and create over \$137.6M in value at the community level. Projects will also generate an estimated 1,900 new jobs and deploy approximately 95 MW of solar and 48 MWh of energy storage, delivering grid and community benefits.

Inputs	Activities	Outputs	Outcomes
<ul style="list-style-type: none"> <li>\$156M EPA Funding</li> <li>Partnerships with Bullard Center, NREL, NABTU</li> <li>Relationships with MSIs</li> <li>LIDAC lived experience</li> </ul>	<p>Financial assistance:</p> <ul style="list-style-type: none"> <li>\$117.10M in grants</li> </ul> <p>Technical assistance:</p> <ul style="list-style-type: none"> <li>\$18.6M (Workforce, Community Engagement, Development)</li> </ul>	<p>38 community solar projects in 19 states produce 95 MW and 48 MWh of storage and electricity</p>	<ul style="list-style-type: none"> <li>\$76.97M in savings for 8,870 frontline households</li> <li>\$137.6M community wealth generated</li> <li>3.14 MmtCO<sub>2</sub>e reductions</li> <li>1,900 new jobs</li> </ul>

Table 2. Program Logic Model

### 1.3 Project Outputs, Outcomes, and Linkage to the U.S. EPA's Strategic Goals

#### Environmental Results

Projected outcomes are based on a spatial and financial model for the SERCSN program footprint developed by the National Renewable Energy Laboratory (NREL), projecting that 38 sites generating an average of 2.5 MW of community solar and 1.28 MWh of storage will be brought to term with Solar for All funding. The basis for resulting projected outcomes across this portfolio is calculated using EPA's AVERT tool accumulated across a 25-year project lifetime, assuming equal solar deployment across regions and 2022 grid emissions profiles remain constant. Resulting anticipated outputs and outcomes include:

Measure	Target
# Residential-serving Community Solar Projects Financed	38
MW Capacity Installed	95
MWh Storage Installed	48
GWh Energy Generated	3,136
CO <sub>2</sub> emissions avoided (tons)	3,142,159
SO <sub>2</sub> emissions reduction (lbs)	2,405,841
NO <sub>x</sub> emissions reduction (lbs)	2,936,739
PM <sub>2.5</sub> emissions reduction (lbs)	411,804
VOCs emissions reduction (lbs)	141,123
NH <sub>3</sub> emissions reduction (lbs)	162,877
# Households Benefiting	8,170
Total Value Created for Nodes (Communities & Sponsors)	\$137,583,958
\$ Saved/Household over system lifetime	\$8,678
\$ Saved/MSI over system lifetime	\$421,375
# Solar Jobs Created	1,900
# Workers Engaged in Apprenticeship	285
# Projects Utilizing CBAs	38

Table 3. Anticipated Program Outputs and Outcomes

#### Linkages to U.S. EPA's Strategic Goals

By driving the development of an expected 38 community solar projects in 19 states with the most carbon-intensive energy grids, highest energy burdens disproportionately experienced by people of color, highest levels of poverty, and highest levels of air pollution in the United States, CEFTX's Solar for All program will address legacy disinvestment, generate household savings and community ownership, significantly reduce emissions by decarbonizing grid assets, and create an estimated 1,900 new high-paying jobs. These actions align directly with USEPA's FY 2022-2026 strategic goals of Tackling the Climate Crisis (Goal 1), Taking Decisive Action to Advance Environmental Justice and Civil Rights (Goal 2), Ensuring Clean and Healthy Air for All Communities (Goal 4), and Safeguarding and Revitalizing Communities (Goal 6). Furthermore, outcomes align directly with EPA Greenhouse Gas Reduction Fund (GGRF) objectives of reducing greenhouse gas emissions and other air pollutants (Goal 1),

delivering the benefits of greenhouse gas and air pollution-reducing projects to American communities, especially serving low-income and disadvantaged communities (Goal 2), and mobilizing capital to stimulate additional deployment of greenhouse gas and air pollution reduction projects (Goal 3).

## Section 2: Project Design Plan

### 2.1 Activities to be Conducted

#### Meaningful Benefits Plan

CEFBC's provision of financial and technical assistance to deploy residential-serving community solar across an estimated 38 MSIs with offtake to a projection of 8,870 LIDAC households will support solar uptake in frontline communities facing disproportionate energy burdens, and deliver a broad range of associated benefits, including:

- *Financial:* Household electricity bill savings; accrued equity in community solar projects; higher salary and wages delivered through new jobs and community workforce and labor agreements associated with solar deployment
- *Economic/Social:* Reinvestment of energy expenditures into the local economy; reduced community energy burden; creation of new jobs in solar, energy management, and electrical fields; enhanced private investment in LIDACs; greater community and household ownership of local infrastructure; greater participatory governance in community projects.
- *Workforce:* Creation of a cadre of trained solar technicians to work on local project installation and O&M for operating projects; enhanced workforce training programs; better job skills for local residents.
- *Environmental/Health:* Reduced use of generators; more rapid displacement of fossil fuel power plants generating particulate and CO<sub>2</sub> pollution.
- *Resilience:* Community energy resilience centers; microgrid/storage capacity within the community; reduced exposure to electricity blackouts and related business interruption and losses from extreme weather events.

Equitable Solar Access: CEFBC will manage a program hub supporting a network of project nodes hosted and implemented by MSIs concentrated in USSE, all of which include LIDACs in their utility catchment areas. CEFBC and NREL's geospatial analysis shows that there are at least 20.9 million individuals in the program geography in CEJST-qualifying LIDAC census tracts targeted by SERCSN. SERCSN will promote equitable access to solar by exclusively targeting LIDAC low-income households for community solar program benefits.

Household Savings: CEFBC has designed its project typologies and financial contributions to ensure projects deliver a minimum 25% electricity bill savings to households. Project nodes will be required to deliver at least 50% of the electricity generated from the system to multiple residential customers within the same utility territory as the facility, our financial model targets 80% residential offtake for maximized benefit to surrounding LIDAC households. Household savings across the program are expected to total ~\$77 million, derived by calculating 25% of the average residential bill for LIDAC census tracts surrounding 74 high-probability MSI nodes identified in NREL's spatial analysis, and dividing by average usage. The necessary upfront program contribution is calculated using the resulting power price (\$0.09/kWh and \$0.075/kWh for residential and commercial customers, respectively) in the financial model. Electricity data are sourced from the Energy Information Administration, subselected to CEFBC's program footprint using the spatial analysis detailed above. During the planning year, CEFBC will undertake extensive utility outreach and research the expected rebound effect (i.e., increased electricity consumption in response to lower prices) among target

beneficiary households. Critically, project economics will also be fine-tuned at the node level to ensure requisite minimum household savings and subscriber contracts will include **provisions allowing price or volume adjustments to “true-up” savings.**

Facilitating Community Ownership: CEFBC is committed to facilitating local ownership and wealth-building by prioritizing funding for projects that incorporate community ownership and developing innovative ownership models. The program considers three innovative methods to support ownership including substantial community revenue sharing. First, CEFBC will work with financing partners to provide a supportive financing environment and make project equity available to community members. Investments will also be solicited from local businesses and CBOs whenever possible. The program financial model assumes a base case of 10% local ownership: 5% by community members and 5% by the host MSI in the community solar only archetype, or 6% local ownership, split 3%/3% for community solar and storage, and community solar and enabling upgrade archetypes. All transactions will rigorously adhere to applicable consumer disclosures, securities, and financial regulations. Third, projects will be structured to flip to full community ownership after a predefined period where permitted by local policy (15 years in the program model base case). An estimated 72% of high-probability MSI nodes identified in NREL's spatial analysis of CEFBC's program footprint are covered by conducive third-party ownership policies. CEFBC will connect nodes and mission-aligned third-party capital providers to further support community ownership in projects. Revenue sharing alone will generate an expected \$137.6M in local wealth over the systems' lifetime. Effective integration of community ownership will require flexibility, optionality, and customization for local stakeholders. The planning year will prioritize community outreach to develop models for structuring ownership in projects and identifying financial and technical support needs of communities to participate in collective ownership.

Investing in Jobs and Businesses: Two critical elements of project benefits at the node level are (i) supporting capacity building and expertise (training and curriculum development at participating MSIs and (ii) building jobs in community infrastructure. Project nodes will be hosted by institutions of higher learning and thus will be able to leverage substantial pedagogical and curricular resources as well as learning facilities and local relationships with government entities, vocational training centers, employers, chambers of commerce, etc. Nodes with the strongest community workforce development infrastructure will be prioritized in the project selection process. MSIs and CBOs selected for project implementation will commit to local workforce development conditions in project plans and agreements. In addition to permanent staffing of projects once installed, jobs will be created at the node/community level in project construction/installation as well as in project design, development, and financing, and in program management, including administrative functions, financial controls, outreach & communication, and monitoring & evaluation.

During project exploration and design, node leaders will engage stakeholders and offer a menu of options for preferencing local labor, ensuring local workforce development, and targeting key constituencies for workforce training. Strategies for workforce development and local hiring will include the development and use of lists of trusted installers and vendors as well as the engagement of local workforce training centers to seed the workforce pipeline. As MSIs assume their leadership roles in nodes, student activities and degree of participation in solar-connected fields will increase, especially as the schools' course offerings and curricula for solar-related classes are made more robust due to the solar projects' proximity.

BCECJ and workforce training partners North America's Building Trades Unions (NABTU) and Texas Climate Justice Project (TCJP) will develop template agreement materials and workforce training program materials during the planning year, for workforce development

program-wide design features, and during project implementation will hold quarterly TA convenings & support through an ongoing community of practice across the network of project nodes. Participation in SERCSN will require MSIs serving as project nodes to execute living wage and binding community workforce and labor agreements compliant with the Davis-Bacon and Build America, Buy America Acts.

Energy Resilience Benefits. SERCSN plans to support three types of residential-serving community solar projects. The program portfolio is expected to include 16 projects with energy storage (8MW/48MWh total) and local islanding/microgrid capabilities, and 7 projects with enabling upgrades. Projects with on-site storage will be designed to power one or more buildings during grid interruptions. These buildings can in turn serve as community resilience centers capable of delivering critical support services to local residents in an outage. CEFBC will prioritize funding storage investments for nodes that commit to operating as community resilience centers. The coalition will use a data-driven approach to prioritize projects for resilience investments based on factors including grid reliability and exposure to hazards. SERCSN will develop solar and storage microgrid models during the planning year and exploratory phase that offer resilience benefits by building in emergency power capabilities for vital equipment at key campus facilities such as student centers, libraries, or other community-facing facilities. Such features will be given priority and additional technical assistance resources in the project exploration and design phases to integrate these features. Beyond storage projects, enabling upgrades funded by the program will also provide resilience benefits by materially improving infrastructure conditions. Expected benefits include better local grid reliability from local network upgrades and building performance enhancements from efficiency upgrades, new electrical panels, and/or roofing.

Grid Benefits. Community solar projects provide three primary types of grid benefits: decarbonization, peak reduction, and grid resilience and reliability.

- *Decarbonization:* Solar installations increase carbon-free electricity percentages.
- *Peak Demand Reduction:* Storage can be used to reduce demand during peak times on the grid, balancing supply and demand. These measures reduce costs to ratepayers and reduce carbon emissions associated with peaker plants that operate to meet marginal demand.
- *Grid Resilience and Reliability:* Recent evidence from grids such as ERCOT in Texas suggest that greater penetration of solar and wind can support improved grid reliability during peak demand periods such as summer heat waves. Additionally, enabling upgrades to the local distribution system will improve performance and reliability.

### Financial Assistance Strategy

SERCSN will provide grants and other low-cost, flexible financial products to fund development and construction of residential-serving community solar and storage projects through a hub-and-node model. The CEFBC hub will facilitate program coordination, financial assistance, technical assistance, development guidance, and project tracking oversight. The project nodes, principally led by MSIs in coordination with CBOs, will convene teams of local stakeholders to identify community priorities, invest in the local workforce, and develop each system. Financial and technical assistance will be provided in increasing amounts through three competitive grant phases in alignment with a project development funnel, encompassing discovery, project development, and implementation. This approach is inspired by risk management best practices among commercial developers and provides three key benefits for SERCSN. First, it maximizes the number of communities who benefit from capacity and network building, since CEFBC can award many more Phase I and II grants



(approximately 80 and 50, respectively). Second, it supports a community-led process by providing flexible funds to engage local stakeholders early with sufficient support for meaningful involvement. Finally, it ensures prudent use of program resources by facilitating early investigation of risks and aligning further investment with resolution of key development hurdles (i.e. permitting, site control, interconnection). The financial assistance strategy and projections were produced using an NREL-built financial model that (i) calculates conservative pro forma financials over the 25 years system life for an average project of each archetype (solar only, solar + upgrades, solar + storage); and (ii) integrates pro forma results with program-level funding allocations to ensure compliance (i.e. at least 75% direct financial assistance) and estimate outputs and outcomes (e.g. total MW solar installed). CEFTX harnesses the dual project-/program-level perspective of the model to optimize outputs such as household savings, community ownership, MW solar deployed, private capital mobilized, economic benefits, pollution reduced, and workforce benefits. Model inputs were carefully selected from current market data and commercial partners to conservatively represent an average project of each archetype across the entire program footprint. Key model parameters include an average project size of 2.5 MW at \$2.80/Wdc installed based on the upper range of the large non-residential projects from the Lawrence Berkeley National Laboratory's *Tracking the Sun Report*<sup>2</sup>, plus LMI subscriber acquisition costs from Wood Mackenzie<sup>3</sup>. The model further assumes a weighted average 44% ITC (based on projects qualifying for a distribution the 30%, 40%, and 50% levels). Average household energy consumption and residential and commercial electricity rates specific to the program footprint are calculated from EIA 861 data in the spatial analysis. While any one system will diverge from the average, this method allows for the estimation of financing requirements and impact outcomes per project, generating critical insights for program design, cost, and target impact indicator estimation. The model is included as an attachment to this submission, with key assumptions and outputs in the "Flexible Tool" tab and the full set of inputs in the blue "Assumptions" tabs. The base case model estimates the program will deliver 15 community solar only, 7 community solar + enabling upgrades (i.e. roof replacement), and 16 community solar + storage microgrids with 24% (\$1.7M), 47% (\$4.9M), and 31% (\$2.9M) of each project's cost paid for by program funds, respectively.

Guaranteed Maximum Household Savings and Community Ownership. Financial assistance is designed such that all participating households receive benefits according to program rules and priorities (i.e., an average of at least 25% total bill savings). CEFBC will design a financial assistance package tailored toward ensuring each household receives target on-bill savings at the project level, and community ownership is integrated whenever possible. The financial model includes both (1) community distributions of cash flow starting at commercial operations and (2) full community ownership after the flip term. In Q1 2025, CEFBC will recruit and work closely with developer and investor partners as well as communities to refine ownership structures and financial terms.

Range of Project Archetypes and Ownership Structures. With different communities having different needs and capabilities, SERCSN has built-in design flexibility with an array of project archetypes and ownership models, tailored to the needs and preferences of each community. From a technical perspective, the program will support three categories of project: community solar only, community solar + enabling upgrades (i.e. roof replacement),

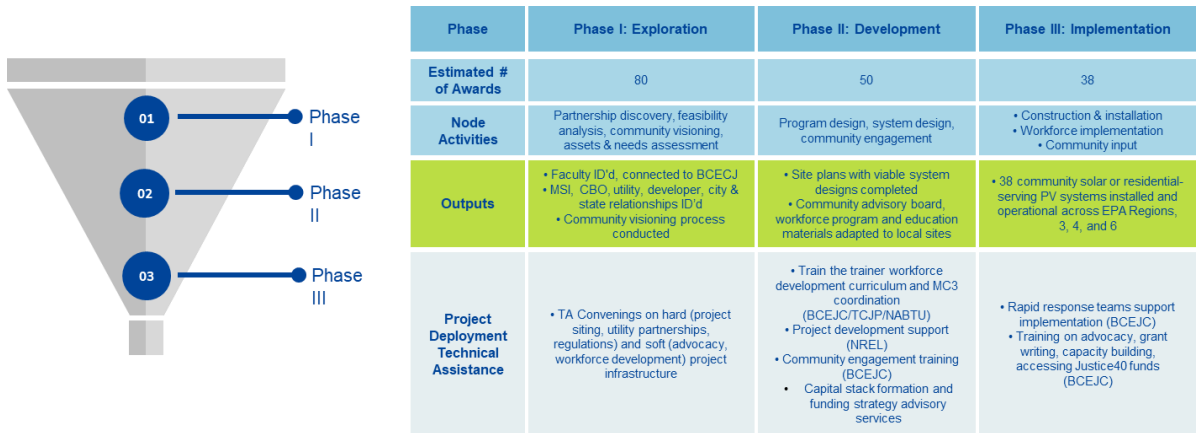
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<sup>2</sup> "Tracking the Sun: 2023 Executive Summary." *Lawrence Berkeley National Laboratory*, 2023, [https://emp.lbl.gov/sites/default/files/6\\_tracking\\_the\\_sun\\_2023\\_executive\\_summary.pdf](https://emp.lbl.gov/sites/default/files/6_tracking_the_sun_2023_executive_summary.pdf)

<sup>3</sup> "Community Solar Market Outlook H2 2024." *Wood Mackenzie*, 2024, <https://www.woodmac.com/reports/power-markets-us-community-solar-market-outlook-h2-2024-150298562/>

and community solar + storage microgrids. In addition, the program supports three options for project ownership, including: full community ownership, blended community/third-party ownership, and full third-party ownership. Project ownership type will be determined by community needs and presence of enabling jurisdiction- and utility-specific policy incentives such as net metering, demand response programs, and incentives for adoption of storage such as time-of-use pricing and technology subsidies. To assist nodes with the complex development process, SERCSN features hub-to-node financial and technical assistance to effectively coordinate local stakeholders, build technical and administration capacity, and engage local households in visioning, program participation, and solar asset ownership.

Risk Management and Quality Control via Project Development Funnel. SERCSN will embody a proactive, collaborative approach to managing project risk. Utilizing a three-phase project development funnel (exploration, development, implementation), the program approach provides for incrementally increasing investment for individual project nodes as unknowns are reduced, project node capacity is built, market barriers are addressed or overcome, and project risks are mitigated. The three-phase funnel, including early-phase grant application criteria and exploration/development processes, will require nodes to discover and address risks as early as possible. CEFBC will provide ongoing technical assistance and financial support recognizing the market barriers and capacity constraints faced by LIDACs and MSIs and will selectively support MSIs motivated to host project nodes in high-barrier areas.



Safety in Numbers. The large pool of eligible MSIs which enter the project funnel further serves to limit the risk of failure and maximize the potential for success. Extending beyond the 99 eligible HBCUs, SERCSN will add to the pool of prospective project nodes 71 HSIs and TCUs in the program area. The 74 high-probability HBCUs described above plus a conservative 50% of MSIs (35 MSIs) ensures an ample pool of an estimated 109 MSIs with high potential to host project nodes.

Coordination/Alignment with Subsidy Programs. To ensure financial sustainability and maximize community benefits, SERCSN will incorporate efficiency, resilience, and clean energy investment and production credit programs, and collaborate with federal energy programs such as the Weatherization Assistance Program (WAP) and the Low-Income Housing Energy Assistance Program (LIHEAP), among other local existing programs and resources, wherever possible. The CEFBC hub will also provide lists of complementary state and federal programs across the program footprint to support nodes stacking resources.

Approach to Assistance for Storage and Enabling Upgrades. SERCSN aims to maximize solar deployment while supporting the unique benefits provided to communities by storage technologies and/or associated enabling upgrades (not to exceed 20% of financial assistance). Including energy resilience upgrades such as storage and microgrid controls increases the amount of grant funding required for these projects, but the resulting provision of resilience benefits is key for communities facing electricity disruption challenges. Financial assistance for inclusion of solar and microgrid controls is calibrated to optimize and guarantee both benefits and return on investment. Recognizing that energy storage does not provide resilience and cost-saving benefits in every deployment environment, SERCSN will gauge **potential resilience benefits by considering a project site's exposure to natural hazards, reliability of grid electricity, and community-specific context and needs for resilience services.** Analytical inputs for grid resilience benefits include:

- *Site exposure to climate and weather hazards.* Vulnerability assessment with tools, e.g. FEMA's National Risk Index and EPA's Climate Change Indicators
- *Grid vulnerability to disruption.* Publicly available utility reliability metrics e.g., SAIDI, CAIDI, and SAIFI, to assess likely grid impact of disruptive events.
- *Community-level resilience factors.* Alignment of design and accessibility of solar + storage microgrid powering a resilience center with community needs
- *Local capacity and engagement.* CBO partners at the project node level can effectively engage their communities and ensure that project designs including storage are equipped to deliver maximal resilience benefits.
- *Electricity market analysis and project economics.* Financial cost/benefit analysis of project's potential to utilize stored electricity and other upgrades to increase on-bill savings via peak-shaving, avoidance of demand charges, and any other temporally dependent elements of the site's electricity tariff structure.

During the planning year and project design phase, CEFBC will consider additional innovative community storage approaches that provide monetizable grid services, storage as a method to mitigate hosting capacity constraints or related interconnection barriers, and any other novel **community solar+storage configuration that delivers additional benefits to the site's** residents.

Consideration for Long-Term Impacts of Financial Assistance. CEFBC aims to foster positive long-term impacts of its delivered assistance as well as guard against potential issues that occur over lengthy project lifetimes. Positive impacts that CEFBC supports include:

- *Catalytic seeding effects.* Consistent with the design of blended finance, impact investing, and subsidy programs, CEFBC's SFA financial assistance is designed to provide targeted support for projects to reach a risk/return profile threshold that can mobilize private capital.
- *Additional financial, economic, workforce, environmental, and resilience benefits that accrue to the local community.* Beyond seeding effects, program financial assistance is designed to enable community solar projects that deliver various community and household benefits, even in the absence of catalytic support for follow-on projects. Recognizing the disinvestment and lack of energy and environmental benefits Southeastern LIDACs experience, CEFBC's financial assistance is aimed at delivering results that drive energy justice and build community resilience.

Long-term negative impacts of financial assistance are also identified and de-risked as follows:

- *Long-term viability and maintenance.* CEFBC's program hub will help each node to carefully assess and provide for ongoing costs and operations and maintenance (O&M) for project systems' entire 25-year expected lifetime, ensuring long-term efficacy of solar projects. The program's cashflow modeling accounts for soft costs as well as O&M costs, such as asset management, inverter replacement, replacement parts, module cleaning etc. The program's hub-to-node technical assistance structure further provides for local capacity-building at the MSI sponsor site's existing facilities, and in the surrounding solar workforce, to maximize O&M services' contribution to local wealth building.
- *Market distortion due to subsidies.* Projects will be designed to have the minimum necessary subsidy to succeed without crowding out private capital and businesses and will be geared toward seeding effects that attract investment for follow-on projects.
- *Boomerang effects.* Hub and node technical assistance and project efforts will center flexible, adaptive approaches to anticipate and remain resilient to unanticipated adverse operating and market conditions. Adaptive planning and management will protect against poorly designed or executed projects that fail, potentially lead to a chilling effect in the future on similar business, CBO, and government activities related to community solar.

### Project-Deployment Technical Assistance Strategy

CEFBC will support MSI partners with project-deployment technical assistance through a three-phase project development funnel, consisting of project exploration, development, and implementation. In each phase, MSIs will report on specific progress metrics and receive targeted assistance to lessen administrative burdens, streamline project development, and successfully execute residential-serving community solar projects delivering desired program outcomes. In the exploration phase, MSI teams will garner institutional commitments from university leadership and faculty leads; identify local CBO, state/regulatory, developer, and utility partners; establish site feasibility including identifying interconnection and permitting requirements; and develop a project vision informed by inclusive campus- and community-wide conversations. Upon completion of these activities, MSI nodes will move into the project development phase, designing photovoltaic systems, completing interconnection and permitting, engaging subscribers directly or through partners, generating lists of members to sit on their community advisory boards, and developing plans to adapt and deploy workforce curricula and educational materials provided by CEFBC in their local contexts, along with associated costs. During the implementation phase, solar systems will be built and connected to utility grids by MSI developer partners who have signed community benefit agreements, committed to working with organized labor and hiring local workers. Workforce development programs led by MSIs will graduate local students and residents and place them in high-quality jobs; and CBO partnerships will support residents in accessing power offtake resulting in 20%-25% electricity bill reductions, gaining equity through community ownership models, and participating in advocacy to enable wider distribution of community solar. Some projects will also deploy allocated resources to launch community resilience centers capable of delivering critical support to residents during periods of electricity service interruption. To support MSIs through each of these phases of solar development and deployment, CEFBC will:

- **Incorporate MSIs into BCECJ's HBCU-CBO Gulf Equity Consortium and HBCU Climate Change Consortium.** These communities of practice currently convene 37 MSIs and receive training aimed at centering community voice, building robust relationships with community partners, and ensuring that Justice40 funds reach LIDAC households most impacted by environmental justice (EJ) issues. MSIs will benefit from peer learning, resource sharing, and technical assistance deployed through in-person training, educational workshops, and research symposia.

- Create and share state-level policy and project-planning toolkits for each state in the **program footprint, developed by NREL and BCECJ during the SFA grant's program planning year.** These toolkits will include relevant information about the regulatory contexts MSIs must operate in and their implications for project development, detailing third party ownership, NEM, and community solar policies in each state, as well as scripts for engaging utility partners in states where community solar is not prescribed.
  - As consumers with significant purchasing power and influential institutional relationships, MSIs are well positioned to secure utility partnerships for solar projects, as demonstrated in the Breaking Barriers program designed to deploy 900kW of solar at the Atlanta University Center, home to four HBCU campuses. With 84% of SERCSN high-probability HBCUs located in areas without shared renewables legislation, these groundbreaking community solar programs are poised to transform the solar landscape in states with unfavorable policy contexts, paving the way for additional projects through proof-of-concept, replicable models, and policy change.

State agency contacts, lists of local solar developers and utility providers, corresponding interconnection process, and associated timeline recommendations will also be included in each toolkit. Briefing MSIs on utility grid approval processes, connecting them with experienced solar developers, leveraging their influence as significant energy consumers, and ensuring interconnection requirements are incorporated in project development from the outset will ensure project success.
- Develop and deploy training materials via monthly technical assistance calls; region-specific convenings; and a virtual online learning platform, where MSIs will have continuous access to webinars and asynchronous learning modules covering grant requirements, design and implementation best practices, and template resources for workforce development, in-language and culturally responsive community outreach and education, participatory governance, and navigating interconnection, project siting, permitting, and deployment. BCECJ will facilitate calls and convenings and host **the program's virtual learning platform; module content will be assembled and finalized by CEFBC, the national labs and community partners in the program planning year.**
- Provide each project node MSI with a team of project support staff housed at BCECJ. Project managers and technical staff with expertise in workforce development and community outreach will be grouped and assigned portfolios of 10-15 MSIs in designated EPA regions, to provide project nodes with direct ongoing assistance throughout the grant term. BCECJ currently deploys designated project coordinators to support 25 community partners across 10 states as part of its Justice 40 Initiative funded by the Bezos Earth Fund. For SERCSN, project support staff will connect MSIs to existing resources, address project-specific implementation challenges, and assist with outcome reporting and data collection.
- **Leverage BCECJ's Technical Support and Rapid Response Teams to support project siting, land-use, permitting, building codes, inspection, and quality control challenges.** For decades, BCECJ has convened and activated Rapid Response Teams (RRTs) of faculty, experts, and professionals who are on call to perform quick-strike analyses, ranging from permit applications to energy system design. RRT team members are **drawn from the Center's Technical Assistance Resource Directory, compiled since 1990 and updated through a 2022 grant from Google's Environmental Justice Data Fund.** 15 hours of RRT support will be allocated to each MSI annually.

Workforce Development & Investments in High-Quality Jobs: Technical assistance for designing and deploying workforce development programs and negotiating contracts with developers that hire local residents and partner with the building trades will also be

disseminated to MSIs through the structures described above. CEFBC will support MSIs by providing project-specific workforce toolkits, sharing access to a virtual learning platform, hosting monthly technical assistance calls and region-specific convenings, assigning project support staff with content expertise in workforce development to each MSI, and extending services from the BCECJ RRTs. Workforce toolkits will be distributed by BCECJ, prepared with support from NREL, and include research on workforce gaps, landscape analysis including potential labor partners, employers, and career maps, and sample contract language for project agreements, to ensure federal investments create local opportunities in underinvested communities. Virtual learning platform modules and monthly technical assistance calls will cover topics including:

- *Community Agreements:* Best practices and scripts for engaging developer partners in committing to community workforce agreements, project labor agreements, local hiring, community benefit agreements, and partnerships with the building trades, presented by labor partners such as NABTU and TCJP.
- *Workforce Curricula & Programs:* Best practices and implementation tips to adapt, **scale, and deploy the Building Trades' Multi-Craft Core Curriculum (MC3)**, presented by workforce partners like NABTU, TCJP, and BCECJ and the Deep South Center for Environmental Justice's Environmental Career Worker Training Program (EWCTP) and Hazardous Waste Worker Training Program (HWWTP).
- *Learning Opportunities for MSI Students in Research, Technical Tools, and Project Development:* Roadmaps and resources for MSIs to develop research projects, undergraduate and graduate coursework related to solar deployment, and internships with developers and the National Laboratories will also be presented to MSI partners through the Bullard Center and NREL. **Students can be trained in tools including NREL's PV Watts, REopt, and SAM, estimating energy production of grid-connected PV systems, optimizing energy systems for campuses, and modeling finances and project specifications for solar systems.**

### Equitable Access and Meaningful Involvement Plan

Maximizing Breadth & Diversity of Participating LIDACs. CEFTX's theory of change is centered on engaging and supporting MSIs as local experts in their communities to deploy residential-serving community solar systems across the American south and southeast. Leveraging targeted spatial analysis developed by NREL to inform project planning, CEFTX's SFA program maximizes breadth and diversity of communities served while prioritizing low-income households in some of the most energy-burdened and economically impacted LIDACs in the country. In addition to leveraging their existing locations, expertise, and capacity to serve a wide breadth of LIDACs, MSIs participating in SERCSN will be held to program guidelines and receive technical assistance to identify and prioritize marginalized households that stand to benefit the most from community solar offtake. CEFBC has worked with NREL to develop a spatial analysis tool identifying LIDACs within 40 miles and the same utility territories as target MSIs. The tool pulls in data from EPA CEJST, DOE LEAD, EIA and others, and will support MSIs in identifying LIDACs most impacted by energy and climate justice challenges. Guidelines for using the tool, and for developing equitable selection criteria for end subscribers will be finalized in the program planning year by BCECJ and national lab partners and distributed to MSIs through BCECJ technical assistance which includes project development toolkits, project coordinators, monthly calls, annual convenings, trainings, webinars, and virtual learning content will be provided.

Customer Acquisition Strategy. CEFBC's Customer Acquisition Strategy also builds on a foundation of supporting and working with MSIs in majority LIDACs in USSE and on using targeted spatial analysis from the National Labs to inform project planning. The strategy is

three-pronged: 1) formalize relationships with interested MSIs, 2) support MSIs with spatial analysis, subscriber guidelines, canvassing, translation and interpretation, consumer disclosure language and training, and 3) empower MSIs to build connections to CBOs and billing providers that streamline subscription and ongoing participation in the SFA program for LIDAC households. MSIs have existing relationships and significant leverage with utilities and developers alike; hold a vested interest in environmental justice, deployment of renewables, and pollution mitigation on their campuses; and have the capacity and existing experience to execute solar deployment, workforce development programs, and local partnerships. BCECJ currently convenes a network of 37 MSIs through the HBCU-CBO Gulf Equity Consortium and HBCU Climate Change Consortium and maintains relationships with the Hispanic Association of Colleges and Universities, and tribal colleges and universities. Building on these networks, CEFBC will connect with additional MSIs across USSE during the SFA planning year, and support conversations with utilities, CBOs, and households to shape local projects. Locally integrated MSIs and CBOs will study and provide input on the types of solar projects and engagement models that communities need most, conducting community outreach and subscribing local households with guidance and technical assistance from the CEFBC hub. CEFBC will also connect project nodes to community solar subscription providers such as Arcadia, which already provide community solar subscription management services across parts of the proposed SERCSN program footprint and are experienced in attracting low-to-moderate income subscribers. Such subscription providers will support customer churn replacement, utility data exchange, customer service, and reporting. In addition to receiving training and implementation guidance on household outreach and engagement, consumer disclosures including Regulation Z, and conducting in-language, culturally responsive outreach compliant with Executive Order 13166, MSIs will be required to identify a partner CBO during project development that will support community outreach and education and household-level subscription to local projects.

Stakeholder Outreach, Education, and Community Engagement. Complementary to customer acquisition efforts, in-language outreach material developed by the program hub in the program planning year will be adapted by MSI-CBO nodes, and disseminated through direct mail, canvassing, paid media, and community engagement events to support engagement and education around community solar. BCECJ will provide training on its Communiversities Model, a community-centered approach that emphasizes collaboration between local communities and academic institutions and prioritizes community empowerment and voice. This model recognizes that combining the practical knowledge and experiences of community members with the theoretical expertise of academics is essential for environmental sustainability and equity.

- Per the SERCSN project development funnel, MSIs will be required to facilitate community visioning meetings in the exploration phase, identify and partner with capable local CBOs embedded in target LIDACs and utilities in the project development phase, and jointly implement ongoing outreach and solar education meetings during implementation. These requirements serve to socialize community solar, disseminate solar education through existing networks, and center community voice.
- The CEFBC hub will engage on-staff experts, NREL specialists, and work with MSI-CBO nodes, partner organizations, the EPA, and a subcontracted communications firm to prepare written, audio, video, and digital communications materials suitable for LIDAC community outreach on community solar at the node level.
- In the program planning year, CEFTX, BCECJ and NREL will develop culturally sensitive content targeting LIDAC households for workshops, webinars, and information sessions on the benefits of solar energy, including reduced energy costs, job creation, and environmental impact. To ensure compliance with Executive Order 13166, translation and interpretation services will be funded and retained at the hub level, supporting

project nodes. Target languages for outreach will be identified through spatial analysis and CBO input.

- During the planning year and beyond, building on the HBCU-CBO Gulf Equity and Climate Change Consortia, the CEFBC hub will facilitate network meetings, training, seminars, and associated community of practice activities among participating network MSIs and CBOs to unearth and share best practices for effective customer acquisition and community engagement. Trainings will be disseminated through monthly technical assistance calls, project coordinators, convenings, and ongoing access to CEFBC's virtual learning platform.
- MSIs and CBOs will be encouraged to hire LIDAC residents to participate in outreach and education efforts. Outreach strategies will be customized to community context: in urban areas, outreach will be focused on community centers and online engagement, whereas rural areas may prioritize door to door canvassing.

Participatory Governance. CEFBC places significant emphasis on MSIs and CBOs to center community perspectives through participatory governance that leverages their established community relationships. CEFBC will deploy the following activities to incorporate participatory governance into SERCSN by households, marginalized LIDACs, and key stakeholders such as utilities, labor groups, and local government:

- SERCSN will be overseen by a community advisory board with representation from CEFBC; participating MSIs, CBOs, and LIDAC residents across the program footprint; labor, utility, and developer partners; and implementation partners including the National Labs. The board will hold 10-12 seats, with at least 3 seats occupied by LIDAC residents, and participants will receive annual stipends as compensation. The advisory board will be convened in the program planning year and meet quarterly thereafter to supervise program activities and ensure community oversight of the program as a whole.
- MSI nodes will be required to partner with a local CBO to receive program funding, and to incorporate community input at each phase of the project development funnel articulated in this document. Projects will be required to facilitate a community visioning process in the exploration phase, convene resident advisors, and incorporate participants in community action research in project development and implementation phases. Established partnerships with CBOs will leverage local presence and credibility within communities, and local utility and developer expertise to identify suitable project locations.
- The program design includes incentives for community members to participate, including shared ownership models and bill credits from residential-serving community solar projects.

### Section 3: Fiscal Stewardship Plan

Program Oversight & Commitments to Reduce Fraud, Waste & Abuse

*Personnel & Contractors:* Risk assessment, control activities, monitoring, and communication protocols will be championed by compliance staff hired for SFA program administration and integrated into existing workflows at CEFTX, including: an SFA Program Compliance Officer, Controller, Data Analyst, Contract Attorney, and Internal Audit staffer. External counsel and external auditors will also be engaged for the duration of the grant term. Separating program operations housed at BCECJ from financial oversight and compliance functions housed at CEFTX adds an additional level of validity to internal compliance activities. CEFTX will engage a recruiting firm to staff the program's compliance department, and commits to compensating staff with market rate salaries, full benefits, and cost of living adjustments, ensuring access to a qualified talent pool and maximizing retention. CEFTX compliance staff



will be hired in the program planning year, and take on the following activities to further prevent waste, fraud, and abuse:

Milestones & Core Activities	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Convene governance board																				
Engage external counsel & external audit																				
Hire & onboard program oversight staff																				
Develop training on policies & procedures																				
Report on program oversight activities to EPA																				
Deploy asynchronous training through Bullard Center																				
Facilitate synchronous annual training																				
Solicit stakeholder feedback on oversight policies																				
Assess & amend oversight policies as necessary																				
Publish annual data, maintaining public transparency																				
Maintain clear records of investigations & resolutions																				
Take appropriate corrective actions																				
<b>Confidential Reporting</b>																				
Maintain strict confidentiality for whistleblowers																				
Establish confidential reporting mechanism																				
Finalize investigation & conciliation procedures																				
<b>Managing Conflicts of Interest</b>																				
Finalize conflict of interest policies																				
Incorporate policies into subcontracts																				
<b>Consumer Protections</b>																				
Finalize consumer protection policies																				
Incorporate policies into subcontracts																				
<b>Audits</b>																				
Conduct internal review of program performance																				
Conduct project-level audits																				
Facilitate site visits & bill spot checks																				
Implement recommendations from audits																				
CBOs perform subscriber eligibility review																				

Table 3. Program Oversight Activities

*Confidential Reporting:* In the program planning year, compliance staff will finalize confidential reporting mechanisms accessible to all program stakeholders; develop training modules for staff, sub-awardees, and household subscribers on how to use the reporting system and maintain anonymity; and define a process for investigating and addressing reported concerns. Training will be deployed through BCECJ's virtual learning platform and ongoing convenings.

*Managing Conflicts of Interest:* CEFTX has a Conflict-of-Interest Policy in place. Comprehensive conflict of interest procedures will also be finalized by compliance staff in the program planning year, incorporated into contracts with all subrecipients and vendors moving forward, and disseminated through training as above. Procedures are to include requiring disclosure of conflicts by all individuals involved in the program, and mitigation strategies such as recusal or divestment when conflicts arise. Annual audits will also be performed with resources set aside to address audit findings, and policies will be benchmarked against industry best practices.

*Program Governance and Risk Management:* CEFBC's SERCSN governance board and officers of CEFTX's board of trustees will provide additional oversight of the proposed program's internal control system. Risk assessment has also been built into project-level financials, demonstrated by sensitivity analysis. Internal controls and monitoring protocols will be finalized in the program planning year and include phase review of project documents and partnership agreements, as well as requirements for all partners to participate in annual reporting and audits to prevent fraud and abuse. Ongoing monitoring, continuous improvement, and annual public reporting of program oversight activities ensure transparency and create pathways to remediate identified conflicts. The implementation of CEFTX's & BCECJ's three-phase project development funnel, and associated progress metrics required by MSIs to move forward with project development, will further support the prevention of fraud, waste, and abuse, and prudent allocation of grant funds. CEFBC will review MSI's institutional commitments and partnership agreements, site schematics and meaningful benefits plans, and CBO and utility partnership agreements to ensure consumer information is protected, and waste, fraud and abuse is reduced.

*Subawards:* CEFTX will establish clear guidelines and expectations for its program partners selected as program Subrecipients in the program planning year. Subaward terms for Financial Assistance recipients will be developed during the planning year and shall follow the EPA Subawards as Part of Revolving Loan Funds terms and conditions where applicable. In compliance with 2 CFR § 200, sub-awards will be clearly identified to subrecipients. Financial assistance subawards Through policy, performance standards, and formalized **Subrecipient Agreements**, CEFTX will outline each Subrecipient's roles, responsibilities, and reporting requirements. Regular communication will be established at the appropriate operational level to confirm ongoing adherence to performance standards and compliance parameters. This will involve communication among Grants Managers, the Program Compliance Officer, the Program Director, and General Counsel. Subrecipient monitoring activities will be risk-informed and take place throughout the grant period. This will primarily involve desk review but can involve conducting site visits, staff interviews, and access to physical records when needed. CEFTX will provide necessary training and technical assistance to Subrecipients to help them understand and meet grant compliance requirements. This might include training on grant management, financial reporting, and ethical standards. Most importantly, CEFTX will have a centralized system of record for key compliance information related to all financial assistance awards. Oversight and management measures may involve conducting audits, investigations, or taking corrective actions as needed. By implementing these measures, CEFTX can significantly reduce the risk of non-compliance and ensure that Subrecipients are using funds as intended.

MSIs will go through a public and competitive application process to receive program funds as program subawardees. Furthermore, all contracts with vendors will also go through a public and transparent bid process, managed by Compliance Team including legal professionals housed at CEFTX. Training and technical assistance on oversight related matters

will be provided, and on-site reviews and audits of sub-recipient program operations will be performed as described below.

**Consumer Protections:** Comprehensive policies to prohibit unfair practices, disclose terms, and screen entities so as to protect consumers will be finalized by compliance staff at CEFBC in the program planning year, incorporated into contracts with all subrecipients and vendors, and disseminated to sub-**awardees through ongoing training (e.g. BCECJ's virtual learning platform, monthly TA calls, trained project coordinators, and annual convenings)**. SERCSN focuses on residential-serving community solar projects with photovoltaic systems located at MSIs or partnering CBOs, producing offtake for households. It is expected that MSIs will partner with local CBOs to engage households as subscribers, and that partnering CBOs or utilities will maintain billing and records for participating households. In projects where virtual net metering, power purchase agreements, and solar leasing are utilized for these purposes, participant level data may not need to be stored by the program at all; local electricity costs, total offtake, and number of households engaged should be sufficient to report on project-level power generation, storage, tCO<sub>2</sub>e avoided, and household savings. That said, CEFTX will develop and mandate additional participant data protection clauses in line with data minimization, handling, retention, security, breach response, legal and regulatory compliance, and third-party audit best practices among all partners to ensure consumer protections. **These procedures will be finalized by CEFBC's SFA compliance team during the program planning year.**

**Audits to Ensure Household Savings:** Audits and spot-checks will be conducted annually on a sample basis informed by risk criteria to ensure that household savings materialize for program beneficiaries across the portfolio of SERCSN MSI community solar photovoltaic projects.

*Project-Level Audits:*

1. Site Visits: Internal and external auditors engaged by CEFTX will visit each program site to verify the physical installation and operation of solar PV systems, ensuring they are serving their intended purpose and that they are properly maintained.
2. Contract Compliance: CEFTX contract attorneys and external legal counsel will verify that contracts with universities, developers, utilities, subscriber management organizations, and CBOs include required provisions to ensure up to 80% power offtake by low-income households, protect consumer data, engage local labor partners and residents in high quality jobs, and comply with all additional operational requirements, statutes, and regulations articulated in this application.
3. Eligibility Review: Vetted subscriber management organizations with adequate consumer protection processes will implement an eligibility verification process involving applicant self-declaration and submission of documentation, such as utility bills, bank statements, lease or rental agreements, and verification of participation in federal assistance programs such as SNAP, WAP, LIHEAP, etc. to confirm their income and residence in indicated CEJST communities, ensuring program funds are supporting households most impacted by EJ and energy burden challenges.

*Spot-Checks of Utility Bills:* Project nodes will contract site management organizations to conduct spot-checks of utility bills and facilitate ongoing subscriber eligibility verification. Internal and external auditors will also collect and review aggregate financial data across university projects. Utility bill data will be collected before and after installation of solar photovoltaic systems to verify claimed reduction in household level costs. CEFTX's dedicated compliance team supported by technical consultants will conduct additional analysis of utility bill data to support the audit team. Audit findings, discrepancies, and recommendations will be compiled into comprehensive reports for each node-level project, and audit results and corrective actions will be communicated to project stakeholders. Compliance staff will establish a follow-up process to track and verify that corrective actions

have been implemented, and audit results and corrective activities will be submitted annually to the EPA, along with household saving results. Annual public reporting will further ensure accountability and build trust with community and program beneficiaries.

#### Section 4: Timeline and Milestones

Key milestones for CEFTX's Solar for All Program are listed below, and advance the strategies and plans detailed in the enclosed Meaningful Benefits, Financial Assistance Strategy, Project Deployment Technical Assistance Strategy, and Equitable Access and Meaningful Involvement Plans, as well as the program's underlying distributed solar market strategy.

##### Program Planning Year

- Hiring and training program staff and vendors to begin program operations
- Finalizing contracts with program partner sub-awardees (BCECJ, NREL, TCJP)
- Sub-awardees hiring program staff and vendors to begin program operations.
- Establishing the program oversight governance structure and convening the program's collaborative governance board
- Refining the spatial analysis and economic model undergirding program operations
- Finalizing internal governance structures, policies and controls to administer the program with fidelity
- Finalizing grant management and reporting processes to deploy awards to subgrantees
- Building the program website, virtual learning, CRM, grant management and reporting platform through procured vendors
- Developing training modules and finalizing a technical assistance calendar to support project nodes in program implementation
- Conducting outreach to investors, developers, regional utilities, MSIs and municipalities in the program footprint
- Researching and building productive relationships with other Solar for All or complementary programs in the program footprint
- Identifying pilot nodes through a competitive procurement process and initiating pilot projects

##### Implementation Period

- Reviewing and awarding an estimated ~168 Phase I, Phase II, and Phase III grants to MSIs to explore, develop, and implement community solar, storage, and workforce projects.
- Deploying the program's virtual learning platform, monthly technical assistance calls, and live technical assistance on project design and deployment through program period end
- Hosting annual convenings to encourage peer learning among program participants
- Completing ongoing reporting, audits, bill spot-checks, and compliance reviews.

Timelines for these activities are included and further detailed in the attached [Program Timeline](#) and will be refined and finalized during the program planning year.

#### Section 5: Reporting Requirements

CEFTX compliance, evaluation, and reporting staff will aggregate node-level data, interface with contracted evaluators, and track program and project-level financials and technical outcomes to submit to the EPA semi-annually, and for project close. Reports will include:

- Semi-Annual Reports, submitted electronically to the designated EPA Project Officer within 30 calendar days after posted January 1 - June 30 and July 1 - December 31 semi-annual reporting periods, and covering activities from the preceding two

- quarters as well as transaction-level and project-level data in accordance with information collection instruments approved through GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW); and,
- A Final Report, submitted electronically to the EPA Project Officer no later than 120 calendar days after the end date of the period of performance, in a format conducive to immediate public consumption, and containing detailed narratives describing program performance for the entire period of performance, representing **an overall assessment of CEFTX's implementation of its EPA-approved Solar for All** workplan supported with qualitative discussions and quantitative metrics. As required by the terms and conditions of the grant, CEFTX's final report will include:
    - Progress towards objectives on key performance metrics over the entire period of performance,
    - A summary of key activities completed during the entire period of performance, including case studies across different types of financial assistance and project-deployment technical assistance undertaken to enable low-income and disadvantaged communities to deploy or benefit from zero-emissions technologies,
    - Geographic coverage of financial assistance and project-deployment technical assistance deployed during the entire period of performance,
    - Descriptions and examples of actions the program took over the entire period of performance to meaningfully involve the communities the program serves in program design and operations, and,
    - Plans for key activities (including current transaction pipeline) to be completed as well as outputs and outcomes to be achieved under the Closeout Agreement.

Data from NREL's National Solar Radiation Database, Lawrence Berkeley National Laboratory, the U.S. Energy Information Administration's State Energy Data System, and NREL modeling tools PV Watts, REopt, SAM, DGen, and SLOPE were used to determine capacity factors for project-level energy production modeling, identify average household consumption assumptions, establish no action baselines in target markets, project grid-connected photovoltaic energy system outputs, and meet prescribed cost savings and emission reduction goals by sub-awardee MSIs, and will continue to inform program analysis and reporting during the grant period of performance.