



**CLIMATE
UNITED**

REQUEST FOR PROPOSAL FOR TRANSACTIONS LEGAL COUNSEL

April 18, 2024

I. GENERAL INFORMATION.

- A. **Purpose.** This request for proposal (RFP) is to contract for legal services in connection with various financing transactions to Climate United Fund, a 501(c)(3) selected applicant to the National Clean Investment Fund (NCIF) grant competition of the Greenhouse Gas Reduction Fund (GGRF). The U.S. Environmental Protection Agency (EPA) announced its selection of Climate United Fund (CUF) and its two coalition partners, Community Preservation Corporation (CPC) and Self-Help Ventures Fund (Self-Help),¹ as selected applicants for a \$6,970,000,000 grant award.

The NCIF is a provision of the Inflation Reduction Act focused on ensuring the clean energy transition brings direct, tangible benefits to all Americans – with a focus on low-income and disadvantaged communities. It has three program objectives: 1) reduce GHG emissions and other forms of air pollutants, 2) bring direct benefits to American communities in the form of energy security, energy savings, cleaner air, and quality jobs, and 3) transform the capital markets so they can drive an equitable clean energy transition at scale.

To learn more about the Climate United coalition and approach, please visit www.weareclimateunited.org.

We are seeking legal counsel in connection with various financing transactions. We anticipate that fees will be paid, at least in part, by such award and will be in compliance with any terms of such award. We will procure the services in adherence with the requirements set forth in 2 CFR § 200.317 *et seq.* and EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment. CUF reserves the right to (a) reject any or all proposals without explanation, (b) waive technicalities or irregularities, (c) request additional information from any Proposer (including a list of client references), (d) withdraw this RFP at any time, (e) make such selection deemed in its best interest (in CUF's sole and exclusive discretion), and/or (f) make multiple or partial awards. The award of the contract(s) will not necessarily be made to the firm offering the lowest price. The issuance of this RFP does not imply that CUF is making an offer to conduct, expand, or terminate business with any Proposer. Your preparation and submission of a response does not commit CUF to award the business to any Proposer even if all the requirements are met.

- B. **Instructions on Proposal Submission.** Proposals must be submitted electronically no later than **5 P.M. ET on May 20, 2024**. All costs incurred in the preparation of a proposal

¹ The name of the legal entities of the sub-awardees are CPC Green Housing Decarbonization Fund LLC and Self-Help Climate Capital, LLC.

responding to this RFP and/or participating in any interview process will be the responsibility of the Proposer and will not be reimbursed.

- C. **Confidentiality.** The Proposer agrees to keep confidential all nonpublic information about CUF and its coalition partners, and agrees that persons or entities with which the Proposer participates in responding to this RFP will be bound by the same confidentiality obligations. All proposals and other documentation submitted in response to this RFP will not be returned by CUF and will become property of CUF subject to disclosure under the Freedom of Information Act.

II. SCOPE OF SERVICES. The selected Proposer(s) will provide CUF with some or all of following legal services:

- Provide legal advice, counsel, services, and consultation to CUF on a range of clean energy financing transactions including:
 - Direct loans to financial intermediaries (e.g., community lenders for on-lending, SPVs holding qualified projects);
 - Direct loans to qualified projects;
 - Full and partial loan guarantees or other credit enhancements;
 - Loan participation agreements and facilities;
 - Loan purchases;
 - Municipal bond issuances;
 - Fleet financing and leasing transactions including, acquisition financing for buses and trucks and leasing relating thereto;
 - Direct pay transactions and other tax credit transactions (including for buses and trucks under IRC 6418)
- Develop template documentation for financing transactions listed above
- Advise on various transaction structures, including subordinate capital and secured transactions (1st lien and 2nd lien)
- Advise on down-streaming compliance with federal laws and grant requirements, including Davis-Bacon and Build America Buy America
- Advise on transactions in Tribal areas
- Perform other legal services and tasks, as requested by CUF from time to time

The Proposer must be prepared to submit detailed billing statements for all services billed at an hourly rate, if any, broken down into time increments of no more than a tenth of an hour. The Proposer must also include summaries of work performed and time spent on services performed.

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

- A. **Section 1 (Experience).** The Proposer should describe its qualification and experience related to the areas outlined in the scope of services above. Please highlight the applicable scope(s) of services being offered (ex. General Lending; Muni Bonds; Fleet acquisition and leasing; Direct pay; Tribal; DBRA/BABA, etc.)

B. **Section 2 (Firm, Size, Structure, Areas of Practice).** The Proposer should describe its firm in terms of the following:

- Overall size and number of attorneys specializing in each relevant area of expertise
- Relevant office locations
- Diversity metrics (broken out by Equity Partner, Non-Equity Partner and Associate)
 - Male/Female
 - Race and Ethnicity
 - LGBTQ+
- Indicate if your firm qualifies as a Disadvantaged Business Enterprise (DBE) (as defined in 40 CFR § 33.103)
- Indicate if your firm qualifies as a Women’s Business Enterprise (as defined in 13 C.F.R §§ 127.100) or a Minority-owned Business
- Percentage of lawyers engaged in pro bono work (broken out by Partner/Associate)
- A representative list of the firm’s major clients

Please include a copy of the Equal Opportunity/Affirmative Action Policy and DEI statement, if available. CUF encourages the participation of businesses owned by Minorities, Females and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts.

Please confirm whether you are aware of any actual or apparent conflict of interest arising from this proposed engagement (including any conflicts described in 2 CFR § 200.318(c)).

C. **Section 3 (Attorney Qualifications).** The Proposer should include a description of the qualifications of attorneys to be assigned to the representation. Include resumes only of attorneys who will actually be assigned to the representation.

Descriptions should include:

1. Professional and educational background of each attorney.
2. Years and jurisdictions of admission to practice.
3. Areas of specialization and number of years engaged in relevant area of law relevant to the scope of work in this RFP.
4. Specific prior experience of the individual attorneys with respect to the scope of work in this RFP.
5. Diversity of the proposed team.
6. What pro bono clients each attorney has represented or other community service

performed by each attorney.

- D. **Section 4 (Pricing).** The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, and electronic communication. CUF strongly encourages alternative fee proposals including those incorporating fixed fees. CUF will also consider other fee arrangements including discounted hourly rates or blended rates.
- E. **Section 5 (Cybersecurity and Breaches).** The Proposer should disclose and describe its cybersecurity policies and procedures to protect client data. If the Proposer has suffered any known cyberattacks or breaches, please describe the event and the firm's response and remedial actions taken. Please include a copy of your Data Privacy and Cybersecurity Policy.
- F. **Section 6 (Insurance).** Describe the levels of coverage for legal malpractice insurance, professional liability insurance, and cyber insurance your firm carries.
- G. **Section 7 (Debarment or Suspension).** Confirm that neither your firm nor any individual employee has been debarred or suspended from or ineligible for participation in Federal assistance programs.
- H. **Section 8 (Contact Information).** The Proposer should include the name, title, mailing address, email address, and telephone number for the primary point of contact of the Proposer.
- I. **Section 9 (Appendices and Attestations).** All responses must be signed by an individual authorized to legally represent the firm, and include the following attachments:
 - a. Attachment A – Federal Contract Provisions
 - b. Attachment B – Byrd Anti-Lobbying Certification
 - c. Attachment C – Certification of Diligence, Accuracy, and Completeness
 - d. Attachment D – Certificate of Independent Price Determination
 - e. Attachment E – Sample Termination and Default

IV. PROPOSAL EVALUATION.

- A. **Submission of Proposals.** All proposals must be submitted electronically in PDF format to eliu@calvertimpact.org with a copy to compliance@calvertimpact.org. CUF is not responsible for electronic files that cannot be opened or corrupted files. If files cannot be opened, CUF reserves the right (but does not have the obligation) to contact the Proposer and take reasonable measures to receive an openable file. Submissions must not be password protected or have any type of restriction applied to the file or contents. By submitting information, the Proposer represents that they have read and clearly understand this RFP and are capable of providing the required services.

B. Evaluation Procedure and Criteria. CUF will review proposals against initial criteria, including:

- a. First-tier evaluation metrics: responsiveness to RFP, prior relevant experience, technical competence, price reasonableness (including compliance with 2 CFR § 200.459), and depth and breadth of team experience.
- b. Second-tier evaluation metrics: proposed approach to scope of work, DBE status and diversity of proposed team, interviews (if conducted), and potential reference checks following interviews.

In all instances proposals must comply with all EPA procurement rules and guidelines. All responses must be presented economically and efficiently. Superfluous information and documentation may be cause for a reduction in scoring. CUF may request a meeting with the proposed legal team as part of the selection process. CUF’s decision regarding this RFP will be final and not subject to review.

C. Terms of Engagement. CUF intends for this RFP to result in the selected Proposer(s) executing Master Services Agreement(s), which will enable CUF to initiate distinct Task Orders for engaging the selected Proposer(s) for support on the grant-funded projects defined within such Task Order. Any such agreements with Proposer(s) will (a) be contract agreements, not subrecipient agreements, (b) comply with the requirements set forth in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 CFR § 200.327) and in Appendix A to 40 CFR Part 33 (40 CFR § 33.106), as applicable, and (c) be for a term of one (1) calendar year, with option for renewal for up to an additional five (5) individual calendar years. Proposers must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP or developed subsequently during the selection process. The selected Proposer(s) agree(s) to be bound by all applicable Federal, state, and local laws, regulations, and directives in the performance of such contract. Reimbursement for services will be contingent on CUF receiving NCIF grant funding from EPA.

D. Timeline

RFP Process and Schedule	
Milestone	Date
Release of RFP	April 18, 2024
Proposer Questions Due to CUF	5 P.M. ET on April 26, 2024
CUF answers all Proposer Questions	May 3, 2024*
RFP Proposals Due to CUF	5 P.M. ET on May 20, 2024

* Timeline is an estimate and subject to change by CUF without notice.

V. QUESTIONS AND CONTACT INFORMATION

If you have any questions concerning this RFP, please contact the Legal Department at

compliance@calvertimpact.org no later than **5 P.M. ET on April 26, 2024**. Proposers are prohibited from contacting any other CUF employee about this RFP. Only written questions submitted to CUF will be entertained and will receive response(s) in writing. Failure to adhere to this requirement will be grounds for disqualifying your proposal. If appropriate, the question (without identification of the questioner) and its answer will be posted to our website for clear and consistent communication. Each Proposer is responsible for requesting further explanation, by the date noted above, if they do not fully understand or believe the information contained herein could be interpreted in more than one way. CUF shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this RFP.

Attachment A - Required Terms and Conditions for Contracts Supported by Federal Funds

The following terms and conditions are required to be included in any contract(s) awarded as a result of this solicitation that are supported by federal funds, in whole or in part, during the life of the contract(s). As used herein, “Contractor” shall refer to the selected Proposer and “contracting entity” shall refer to CUF.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS²

1. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)³

Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or firm for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS⁴

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.).
2. Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification

² Appendix II to 2 CFR Part 200, subsection (L); 2 CFR § 200.322.

³ Appendix II to 2 CFR Part 200, subsection (I).

⁴ Appendix II to 2 CFR Part 200, subsection (G).

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF \$100,000 WHEN LABORERS OR MECHANICS ARE USED)⁵

1. *Overtime requirements:* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on that work, to work more than forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor shall be liable to the affected employee for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)⁶

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

⁵ Appendix II to 2 CFR Part 200, subsection (E); 40 U.S.C. § 3702 and 3704.

⁶ 48 CFR § 27.409, 52.227-14.

2. **Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.**
3. For data required by the contract but not first produced in the performance of this contract, Contractor will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Contractor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

FEDERAL COMPLIANCE

Contractor acknowledges that Federal funds will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any Inflation Reduction Act (IRA) requirements and guidance established by the United States Department of the Treasury and/or the EPA for IRA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law, Greenhouse Gas Reduction Fund, and Urban Area Security Initiative (UASI) funding.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)⁷

Contractor and any sub-contractor are each prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or

⁷ Appendix II to 2 CFR Part 200, subsection (K); 2 CFR § 200.216.

provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PUBLICATIONS CLAUSE (FOR INFLATION REDUCTION ACT “IRA” FUNDS)

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.” This requirement is subject to change based on the requirements of EPA.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)⁸

Contracts or agreements for the substitution of parties, assignment, or performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

SUSPENSION OR DEBARMENT⁹

1. No contract will be awarded to a Contractor or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at www.sam.gov, in accordance with the OMB guidelines at 2 C.F.R. Part 180.
2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

[Signature Page Follows]

⁸ Appendix II to 2 CFR Part 200, subsection (F).

⁹ Appendix II to 2 CFR Part 200, subsection (H).

ACKNOWLEDGMENT AND CERTIFICATION:

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

(1) acknowledge that the specific terms and conditions outlined in this Attachment A will be fully incorporated into any contract(s) awarded as a result of this solicitation that are supported by Federal funds, in whole or in part, during the life of the contract(s); and

(2) commit to adhere to all relevant regulations, guidelines, and requirements outlined in this RFP and all Attachments contained within this RFP. Compliance with these regulations is crucial for maintaining the integrity of the qualification process and ensuring fair evaluation.

Name of Firm: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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

Attachment B - Byrd Anti-Lobbying Certification¹⁰

BYRD ANTI-LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The responding firm listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the responding firm understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Solicitation Name: **Legal Services – Transactions Counsel**

Responding Firm Name

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

Signature of Firm's Authorized Official

Name and Title of Firm's Authorized Official

Date

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

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

Attachment C - Certification of Diligence, Accuracy, and Completeness

CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS

On behalf of [Name of Firm], I, [Your Full Name], hereby certify that I have exercised due diligence in the preparation of the response to this Request for Proposal (RFP). To the best of my knowledge and belief:

1. The information provided in the proposal is accurate and reflects the current state of our capabilities, qualifications, and offerings.
2. I have thoroughly reviewed and ensured the completeness of all required documents, including attachments and supporting materials.
3. All statements made in the proposal are truthful, and there is no intent to deceive or mislead the requesting entity.
4. The proposal complies with all guidelines, specifications, and requirements outlined in this RFP documentation.

I understand the importance of the accuracy and completeness of this submission, and I am committed to providing any additional information or clarification if requested.

Signature: _____

Name: _____

Title: _____

Date: _____

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

Attachment D - Certificate of Independent Price Determination¹¹

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

I, [Your Full Name], on behalf of [Name of Firm], hereby certify, under penalty of perjury and to the best of my knowledge and belief, that:

The prices stated in our proposal submitted in response to the Request for Proposal (RFP) are arrived at independently, without collusion, consultation, communication, or agreement with any other competitor or potential competitor. The prices in this proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other competitor contract award unless otherwise required by law.

No attempt has been made or will be made by us to induce any other organization or individual to submit or not to submit a proposal for the purpose of restricting competition.

The prices quoted are based solely on our independent judgment and analysis of the requirements specified in the RFP.

We have not received any information from the requesting entity that would affect the prices quoted in our proposal.

We are not aware of any actions or omissions that would impair the fairness of the competition or the integrity of the procurement process.

I understand the gravity of this certification and acknowledge that any false statement may lead to disqualification from consideration and potential legal consequences. I am responsible for determining the prices being offered in this RFP response, and I have not participated and will not participate in any action contrary to the certifications set forth above.

Signature: _____

Name: _____

Title: _____

Date: _____

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

¹¹ 48 CFR § 52.203-2.

Attachment E -- Sample Termination and Default

SUSPENSION AND TERMINATION FOR DEFAULT

Climate United Fund (“CUF”) may suspend Contractor’s operations under the contract immediately by providing written notice of any default. All of Contractor’s obligations to CUF shall survive termination of Contractor’s rights under the contract, until such obligations have been fulfilled.

DEFAULT

Each of the following events shall constitute default of the contract by Contractor:

- a. Contractor fails to perform or comply with any of the terms or conditions of the contract;
- b. Contractor breaches any covenant, representation or warranty provided herein; or
- c. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

REMEDIES FOR DEFAULT

CUF’s rights to suspend and terminate Contractor’s rights under the contract are in addition to all other available remedies. In the event of termination for default, CUF may exercise any remedy permitted by law.

TERMINATION FOR CONVENIENCE

CUF may for convenience terminate the contract for any reason at any time upon written notice to Contractor. The termination for convenience shall not relieve CUF from payment for goods and/or services already ordered and rendered as of the effective date of such notice. Contractor shall provide all documentation to support any outstanding expenditures through the effective date of the notice of termination. CUF may request additional documentation to support final payment. Unless otherwise specified above, CUF shall not have any further obligation or liability to Contractor.

TERMINATION FOR LACK OF FUNDING

CUF may terminate a contract if funds are not appropriated to CUF or are otherwise not legally available for the purpose of making payments, without incurring any obligation for payment after the date of termination, regardless of the terms of the contract.

GENERAL TERMINATION PROCEDURES

After receipt of written notice of termination, Contractor shall take all steps necessary to minimize waste, including:

- a. Stop work immediately on the terminated portion of the contract;
- b. Terminate all subcontracts related to the terminated portion of the prime contract (if any);
- c. Perform the continued portion of the contract which is not terminated (if applicable);
- d. Take action to protect and preserve property in Contractor's possession in which CUF has or may acquire an interest, and, if directed by CUF, deliver the property to CUF;
- e. Deliver to CUF all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the confidential information of CUF;

- f. Promptly notify CUF in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
- g. Settle outstanding liabilities and proposals arising out of the termination; and
- h. If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

END OF DOCUMENT