

Procurement Management Support

Request for Proposals 24-CGC-013 (RFP)

November 1, 2024

TABLE OF CONTENTS

1.	Introduction	3
2.	Organization Overview	3
3.	Solicitation Guidelines	4
3.1.	Solicitation Questions, Inquiries, and Clarifications.....	4
3.2.	Solicitation Responses and Milestones	5
3.3.	No Guarantee	5
3.4.	Conflict of Interest.....	5
3.5.	Selection Criteria	6
4.	Scope of Services	6
5.	Submission Format and Requirements	8
5.1.	Submission Section 1 (Not Scored)	8
5.2.	Submission Section 2 (35%).....	8
5.3.	Submission Section 3 (25%).....	8
5.4.	Submission Section 4 (10%).....	8
5.5.	Submission Section 5 (30%).....	8
5.6.	Submission Section 6.....	8
6.	Additional Information	9
6.1.	Disclosure of Response Contents.....	9
6.2.	News Releases, Media Advisories and Media Interaction	9
6.3.	Independent Price Determination.....	9
6.4.	Disadvantaged Business Enterprises (DBE) and Women's Business Enterprises (WBE).....	9
6.5.	Award of Contracts/Rejection of Responses	10
6.6.	Contractual Development	10
6.7.	Compliance with Laws.....	10
7.	Attachments	10
	Attachment 1.1 – Required Terms and Conditions for Contracts Supported by Federal Funds	12
	Attachment 1.2 – Byrd Anti-Lobbying Certification	17
	Attachment 2 – References	18
	Attachment 3 - Certification of Diligence, Accuracy, and Completeness	19
	Attachment 4 - Declaration of Independent Price Determination	20
	Attachment 5 – Sample Termination and Default.....	21
	Attachment 6 – Pricing Information	23

1. Introduction

The Coalition for Green Capital (CGC), doing business as the American Green Bank Consortium, is a 501(c)(3) nonprofit corporation chartered specifically to reduce greenhouse gas emissions and other forms of air pollution and redress climate and energy-related environmental injustice. Green banks are a proven finance model that use public and philanthropic funds to mobilize private investment in renewable energy, energy efficiency, and other decarbonization technologies. For over a decade, CGC has led the Green Bank movement, working at the federal, state, and local levels in the U.S. and countries around the world. For more information, visit: <https://coalitionforgreencapital.com>.

CGC is seeking responses from qualified vendors to provide outsourced procurement management support services with respect to procurements conducted by CGC under its federal awards provided by the U.S. Environmental Protection Agency (EPA) under its Greenhouse Gas Reduction Fund (GGRF) programs authorized by the Inflation Reduction Act of 2022 (Public Law No. 117-169).

EPA has selected CGC for a \$5 billion award as part of the National Clean Investment Fund (NCIF) from the GGRF to establish a US national green bank and an approximately \$125 million award from the EPA's Solar for All (SFA) program to expand access to distributed solar qualified projects for low-income and disadvantaged communities (LIDACs) in North and South Dakota.

CGC is conducting this solicitation to select one or more vendors that provide outsourced procurement management support, including scope of work development, compliance reviews, cost analysis, and maintaining internal and external procurement tracking and coordination to ensure that goods and services purchased by CGC related to federal funds are obtained in a cost-effective manner and in compliance with applicable federal laws.

Any agreements with Respondent(s) resulting from this solicitation will be contract agreements, not subrecipient agreements. All federally funded programs and projects are subject to 2 C.F.R. Pt. 200. This procurement is following those standards.

2. Organization Overview

CGC is a 501(c)(3) nonprofit corporation formed in Washington, D.C., whose mission is to accelerate the deployment of clean energy technologies, products, and services, reduce emissions of greenhouse gases and other air pollutants, and address climate- and energy-related environmental injustice. For more than a decade, CGC has advanced this mission by creating and helping stand up and operate green banks across the US that use initial capitalization from public funds and proven financing methods to crowd-in private capital investment in clean energy products, technologies, and services.

CGC has been selected to receive a \$5 billion award from the EPA as part of the NCIF program under the GGRF to establish a US national green bank and a \$124 million award from the EPA's SFA program to support the deployment of distributed solar in North and South Dakota.

CGC intends to attract and invest or coinvest with others in qualified projects, as defined by EPA. CGC's investments in qualified projects will be targeted at distributed energy resources (e.g., community solar projects), electric transportation (e.g., fleet EVs and charging facilities), grid enhancement (e.g., interregional transmission projects, intraregional transmission facilities needed to interconnect new renewable generation and storage, distribution facilities) and to some extent

electrification of buildings (including eliminating harmful emissions and materials).

CGC currently operates as the American Green Bank Consortium, which consists of over 50 green banks and financing entities across the country. These green banks and other financial institutions invested with public and private capital more than \$10 billion in 2023 alone. Through strategic partnerships and innovative financing, CGC expands the reach of state and local green banks, community development finance institutions (CDFIs), and other finance institutions, to equitably drive accessibility to clean energy.

Green banks are mission-driven institutions that focus on developing financially sustainable investment programs and mechanisms that crowd-in private capital investment in clean energy products, technologies, and services rather than one-time grants or highly concessional financial assistance. Green banks expect to earn returns of and on their at-risk capital investments and to recycle those investments in the private capital markets to maximize the social benefits (e.g., reduction or avoidance of emissions, public health benefits, community-focused economic benefits) resulting from each dollar of their initial capitalization from public funds. Because of this approach, green banks focus on investment opportunities in clean energy products, technologies, and services that will provide significant social benefits while also providing an opportunity to earn a sufficient return of and on these investments and have the ability to recycle them in the private capital markets.

CGC will collaborate and coordinate with its growing network of partners, including developers, community benefit organizations, community lenders, and commercial and financial firms to develop a pipeline of investment opportunities in qualified projects across the US that can equitably drive the adoption of clean energy products, technologies, and services. CGC will invest directly, provide loans, loan guarantees, credit enhancements and other forms of financial assistance for qualified projects and support its current and incoming network of partners to develop a pipeline of investment opportunities in qualified projects that can unlock the full potential of public-private partnerships and accelerate the deployment of clean energy products, technologies, and services throughout the US. Further, CGC will make investments to crowd-in private capital investments in qualified projects that reduce emissions of greenhouse gases and other air pollutants, particularly in or for the benefit of LIDACs, as well as rural and Tribal communities. By mobilizing private capital investment in qualified projects in or for the benefit of underinvested projects and communities, CGC will further the GGRF Program Objectives by transforming markets, reducing or avoiding emissions of GHGs and other air pollutants, and benefitting all communities across the US. For more information, please visit www.coalitionforgreencapital.com.

3. Solicitation Guidelines

3.1. Solicitation Questions, Inquiries, and Clarifications

Questions must be submitted by the date set forth in Section 3.2, Solicitation Responses and Milestones below (hereinafter referred to as Section 3.2). Only written questions submitted to CGC will be entertained and will receive response(s) in writing. Information that would identify the inquiring Respondent will be omitted to ensure fairness and protect the confidentiality and integrity of this solicitation. Any addenda will be posted by CGC on the designated platform for this RFP.

Each Respondent is responsible for requesting further explanation by the date set forth in Section 3.2 if they do not fully understand or believe the information contained herein could be interpreted in more than one way. CGC shall have no obligation to correct nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this solicitation.

If any Respondent is aware of or believes that the solicitation contains such an error, it is the Respondent’s responsibility to promptly notify CGC in writing by the date set forth in Section 3.2.

By submitting information, the Respondent represents that they have read and clearly understand this solicitation and are capable of providing the required services.

3.2. Solicitation Responses and Milestones

Solicitation responses must be delivered electronically by the date set forth in Section 3.2.

Dates listed in the Solicitation Schedule are tentative and subject to change.

All questions and responses must be submitted electronically to rfi@coalitionforgreencapital.com.

If files cannot be opened, CGC reserves the right to contact the Respondent and take reasonable measures to receive a file that can be opened. Submissions must not be password protected or have any type of restriction applied to the file or contents.

Responses must be in PDF format, at least 10-point font and should include the following:

1. The name, title, mailing address, email address, and telephone number of the Respondent.
2. All responses must be signed by an individual authorized to legally represent the organization.
3. All submittals must include complete and concise answers to all questions within this solicitation.
4. All responses must be presented economically and efficiently. Superfluous information and documentation may be cause for a reduction in scoring.

Solicitation Schedule	
Milestones	Date
Release of Solicitation	November 1, 2024
Respondent Questions Due	November 8, 2024
Coalition for Green Capital answers to all Respondent Questions	November 21, 2024
Solicitation Responses received by Coalition for Green Capital	December 2, 2024
Solicitation Scoring	December 9, 2024
Coalition for Green Capital Award Decision	December 16, 2024

3.3. No Guarantee

CGC is not committed to any course of action due to its issuance of this solicitation and/or receipt of information from you or other Respondents in response to it. The issuance of this solicitation does not imply that CGC is making an offer to conduct, expand, or terminate business with any Respondent.

CGC reserves the right to accept a complete response, or portion thereof, to accept multiple responses, or to accept none of the responses. Your preparation and submission of a response does not commit CGC to award the business to any Respondent even if all the requirements are met.

All costs associated with preparing Respondent’s response in response to this solicitation and for providing any additional information requested by CGC to facilitate the evaluation process are the sole responsibility of Respondent and will not be reimbursed by CGC.

3.4. Conflict of Interest

The Respondent shall disclose any actual or apparent conflict of interest that may exist between the Respondent, any employee or owner, or any party that the Respondent contemplates may provide services or materials to CGC if the Respondent is selected and any party having an interest in CGC.

3.5. Selection Criteria

All submissions will first be evaluated for responsiveness. A responsive response will be one that conforms to the requirements of this solicitation. Submissions deemed incomplete or that do not meet the requirements of the solicitation may be deemed non-responsive, will not be promoted to the technical evaluation phase, and will not be considered for an award.

All responsive submissions will be evaluated and awarded based in consideration of the following criteria:

1. The firm's qualifications, technical competence, and experience relative to the project tasks described in Section 4 - Scope of Services. (35%)
2. Professional and educational experience of key personnel to be assigned to the project. Resumes of each individual who would be or could potentially be assigned work under a contract award resulting from this solicitation. (25%)
3. References - The firm's experience with organizations conducting activities similar to those of CGC and the firm's ability to work with federal, state, and local government agencies. (10%)
4. Cost to perform the requested work. (30%)

4. Scope of Services

The selected vendor(s) will provide comprehensive procurement management services to CGC to ensure that goods and services purchased by CGC related to federal funds are obtained in a cost-effective manner and in compliance with applicable federal laws, including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by the Office of Management and Budget, which sets forth procurement standards that apply to direct federal funding and the Best Practice Guide for Procuring Services, Supplies and Equipment Under EPA Assistance Agreements. Purchases may also be subject to prior funding source approval and additional requirements imposed by specific grants or contracts. These services are essential to support CGC's procurement management until a full-time position is filled internally, with the potential for ongoing part-time outsourced support. The services are required for an initial period of 12 months.

The selected vendor(s) will be responsible for managing procurement tasks with an emphasis on efficiency, accuracy, organization, and clear communication, enabling CGC staff to focus on core responsibilities without extensive involvement in each step of the procurement process. CGC will provide all necessary materials, including documentation of policies, processes, and workflow expectations, as well as access to CGC's established file structures to support the vendor in aligning with CGC's standards and organizational framework. This ensures the vendor(s) has clear guidance to deliver seamless, compliant, and efficient procurement support that anticipates needs and requires minimal further revisions from CGC staff. The selected vendor(s) is expected to deliver high-quality support services that minimize the need for continuous CGC instruction or hands-on management, ensuring procurement management is efficient, reliable, and compliant.

CGC's procurement needs typically involve complex, service-oriented contracts and specialized products that support its investment, operational, and administrative development. This scope of work reflects the level of expertise required to manage such procurement activities rather than basic,

commodity-type acquisitions.

The specific responsibilities include:

1. Drafting Scopes of Work (SOWs) for Standard Procurements
 - Collaborate with CGC staff to develop clear, well-defined SOWs for more standard products and services.
 - Customize SOWs to meet specific project requirements where applicable.
 - Support staff in developing more complex, custom SOWs on an as-needed basis.
 - Where applicable, identify and facilitate the acquisition of services through cooperative contracts—i.e., pre-negotiated agreements competitively awarded by other entities—allowing CGC to streamline procurement, access competitive pricing, and ensure compliance efficiently.
2. Prepare Final Drafts
 - Incorporate SOWs, whether developed by the vendor or CGC staff, into CGC’s standardized templates, ensuring accuracy and adherence to format, ready for legal review with minimal adjustments.
 - Double-check template alignment to prevent any compliance, structural, or formatting issues.
3. Preparation of Cost Analysis and Due Diligence Documentation
 - Conduct detailed and accurate cost analyses to verify fair and reasonable pricing, providing reliable documentation without need for further scrutiny.
 - Proactively complete and organize all necessary due diligence, including conducting Disadvantaged Business Enterprise (DBE) searches and debarment checks, ensuring the documentation is compliant and immediately accessible.
4. Compliance File Reviews
 - Perform thorough reviews of procurement files, confirming compliance with all regulatory requirements and documenting the status accurately for each file.
 - Identify and recommend proactive corrective actions for any gaps, maintaining an organized and straightforward tracking system to ensure a seamless process for CGC staff.
5. Maintenance of a Procurement and Contract Management Tracker
 - Develop and maintain a real-time procurement and contract management tracker within CGC’s file structures to provide CGC staff easy access to up-to-date information on each procurement’s and contract’s status.
 - Ensure the tracker includes key details such as timelines, responsible parties, compliance checkpoints, and procurement or contract milestones to streamline tracking and oversight for CGC.
 - Proactively monitor contract expiration dates, renewal options, and compliance requirements, ensuring timely updates to CGC staff to support efficient contract management.
6. Facilitate RFP Posting and Q&A Management
 - Manage the logistics for all aspects of RFP posting and distribution, including drafting notices, management documentation, and organizing distribution.
 - Efficiently gather and organize Q&A responses, coordinating with CGC staff only as necessary, and provide timely, organized updates to bidders.
7. Compilation and Provision of Scoring Sheets
 - Compile and provide scoring sheets tailored to each procurement, structured to facilitate consistent, criteria-based evaluation.
8. Communication and Correspondence

- Maintain reliable, proactive communication with individual procurement leads and CGC's Operations Team to provide concise updates and address questions promptly.
 - Anticipate and provide responses that support CGC decision-making, reducing the need for follow-up questions or clarifications.
9. Ad-hoc Requests
- Address ad-hoc procurement-related needs such as conducting outside research, template and tracker creation, information compilation, and regulatory guidance.

5. Submission Format and Requirements

Qualified firms are invited to submit written responses to CGC for consideration. The format and submission contents will be as provided below. Each section should start with a separator page clearly designating the section number and its contents. Responses must be in PDF format, at least 10 point font and should include the following:

5.1. Submission Section 1 (Not Scored)

1. Introductory cover letter that includes the name, title, mailing address, email address, and telephone number of the Respondent. *Please limit to two (2) pages.*
2. Provide a summary of the firm's history and organizational structure. *Please limit to four (4) pages.*

5.2. Submission Section 2 (35%)

Demonstrate your firm's qualifications, technical competence, and experience relative to the project tasks described in the Scope of Services in Section 4. *Please limit to ten (10) pages.*

5.3. Submission Section 3 (25%)

Professional and educational experience of key personnel to be assigned to the project. Resumes of each individual who would be or could potentially be assigned work under a contract award resulting from this RFP.

5.4. Submission Section 4 (10%)

Provide at least three (3) references using the form provided as Attachment 2. The form may be duplicated as needed.

5.5. Submission Section 5 (30%)

Complete the Pricing Information in Attachment 6 or an equivalent format. CGC seeks a pricing structure that accommodates both periods of high activity and lighter workloads, allowing for scalable support without incurring unnecessary costs. This may include options such as hourly rates, project-based pricing, or tiered service levels to adjust to changing procurement demands effectively.

5.6. Submission Section 6

Include the following Attachments requiring signatures:

1. Attachment 1.1 - Federal Contract Provisions

2. Attachment 1.2 – Byrd Anti-Lobbying Certification
3. Attachment 3 – Certification of Diligence, Accuracy, and Completeness
4. Attachment 4 – Declaration of Independent Price Determination

6. Additional Information

6.1. Disclosure of Response Contents

All responses to this solicitation become the property of CGC and shall be subject to disclosure to governmental regulatory agencies, including, but not limited to EPA, which disclosures may subsequently be subject to disclosure under the Freedom of Information Act or similar state laws.

6.2. News Releases, Media Advisories and Media Interaction

Respondents shall not discuss the solicitation with any member of the media or issue news releases or media advisories pertaining to this request or the work to which it relates without prior expressed approval from CGC.

6.3. Independent Price Determination

Each submission shall include a signature page that includes the following certifications:

By submission of the Qualifications and Pricing Information, the Respondent certifies, and, in the case of a joint response, each party thereto certifies as to its own organization, that:

1. The pricing information in the response has been arrived at independently, without consultation, collaboration, communication or agreement with any other Respondent, or with any competitor for the purposes of restricting competition; and
2. No attempt has been made, or will be made, by the Respondent to entice any other person or firm to submit, or not to submit, a response.

A submission will not be considered for award if the required certification is not included or the language stipulated above has been modified or deleted. The respondent must use Attachment 4 with their response submission.

6.4. Disadvantaged Business Enterprises (DBE)¹ and Women's Business Enterprises (WBE)²

CGC encourages the participation of DBEs, small businesses, and WBEs in the procurement process and implementation and execution of all projects, either on a direct basis or through sub-contracting efforts with Respondents.

¹ 13 C.F.R. § 33.103 (2023). Disadvantaged Business Enterprise means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102–389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program. See also 40 C.F.R. § 33.203; 15 U.S.C. § 637(a)(5)–(6). 13 C.F.R. § 33.103 (2023).

² Women's Business Enterprise means a business concern which is at least 51% owned or controlled by women for purposes of EPA's 8% statute or a business concern which is at least 51% owned and controlled by women for purposes for EPA's 10% statute. Determination of ownership by a married woman in a community property jurisdiction will not be affected by her husband's 50 percent interest in her share. Similarly, a business concern which is more than 50 percent owned by a married man will not become a qualified WBE by virtue of his wife's 50 percent interest in his share.

6.5. Award of Contracts/Rejection of Responses

CGC reserves the right to accept or reject any and all responses, to waive any irregularities in any response process, and to make an award of contract(s) in any manner in which CGC, acting in the sole and exclusive exercise of its discretion, deems to be in CGC's best interest. The award of the contract(s) will not necessarily be made to the firm offering the lowest price. In the event of a tie, oral interviews may, but are not required to, be held with those firms. As a result of the interviews, if any, CGC will determine which firm(s) will be selected to enter contract negotiations. Unsuccessful firms will be notified as soon as possible. Respondents are solely responsible for any expenses incurred for said interviews. CGC will not reimburse any Respondent for any expenses due to requested interviews.

If a contract is issued, it will be awarded to the Respondent(s) deemed the most qualified and responsive as determined at the sole discretion of CGC, based on its review of the Respondent's ability to provide the required services. The Respondent(s) to whom the award is made will be notified at the earliest possible date. This contract will be awarded pursuant to 2 CFR pt.200.

6.6. Contractual Development

If a response is accepted, CGC intends to enter into a contractual agreement with the selected Respondent(s). Contract discussion and negotiation will follow the award selection. Respondents must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this solicitation or developed subsequently during the selection process.

An example of the contractual Termination and Default provisions are contained in Attachment 5. CGC reserves the exclusive right to add, change, or otherwise modify these during contract negotiations.

The agreement will be on a lump sum, fixed price, or cost reimbursement ("not to exceed") basis, with payment terms to be negotiated with the selected respondent.

The contract shall not be considered executed unless signed by the authorizing representative of CGC. It is anticipated that the initial contract will be for a term of two (2) years. The contract may be extended for a period(s) beyond the original term, by agreement and in writing, by both parties, but shall not exceed a total contract term of five (5) years.

6.7. Compliance with Laws

The selected firm agrees to be bound by all applicable Federal, State and Local laws, regulations, and directives as they pertain to the performance of the contract.

7. Attachments

The following attachments are included with this RFP:

- Attachment 1.1 - Required Terms and Conditions for Contracts Supported by Federal Funds
- Attachment 1.2 - Byrd Anti-Lobbying Certification
- Attachment 2 - References
- Attachment 3 - Certification of Diligence, Accuracy, and Completeness
- Attachment 4 - Declaration of Independent Price Determination
- Attachment 5 - Sample Termination and Default



- Attachment 6 - Pricing Information

Attachment 1.1 – 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); provided, however, that if an applicant is able to demonstrate to CGC the inapplicability of certain terms and conditions during the negotiation phase, CGC reserves the right to exclude such provisions.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS

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)

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.
2. Contractor language used for the Byrd Anti-Lobbying Certification can be found in Attachment 1.2.

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS

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.
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 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.
4. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

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 such work to work in excess of 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 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, including watchmen and guards, 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 prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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 paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

COPELAND “ANTI-KICKBACK” ACT PROVISION

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
2. Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
3. For data required by the contract but not first produced in the performance of this contract,

Contractor will identify such data and grant to the contracting entity or acquire 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 Pt. 200 requirements.

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

Contractor is 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:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (ii) 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);
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROCUREMENT OF RECOVERABLE MATERIALS

1. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

Contracts or agreements for the 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 DEBARMENT

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. Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the contracting entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACCESS TO RECORDS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Environmental Protection Agency, Inspectors General, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of Contractor that are directly pertinent to the contract to make audit, examination, excerpts, and transcriptions. Contractor will receive 30 days' notice of any intent to perform an audit or examination. Any such audit or examination will concern information about Contractor's services for CGC, and not Contractor's books, systems, records or policies generally, or any information about the Contractor's other clients. Contractor agrees to maintain all books, records, and reports required under its engagement with CGC for not less than three (3) years after final payment is made and all pending matters are closed.

EQUAL OPPORTUNITY EMPLOYMENT

Contractor shall abide by the requirements of all Equal Employment Opportunity laws and regulation applicable to the Contractor, as well as with its equal opportunity obligations imposed by applicable rules of professional conduct. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity,

national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

ACKNOWLEDGMENT AND CERTIFICATION:

On behalf of [NAME OF FIRM], I acknowledge that the specific terms and conditions outlined in this Attachment 1.1, as applicable, 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).

Promise to Follow Applicable Regulations:

On behalf of [NAME OF FIRM], I further commit to adhere to all relevant regulations, guidelines, and requirements outlined in the solicitation and all Attachments contained within this solicitation. Compliance with these regulations is crucial for maintaining the integrity of the qualification process and ensuring fair evaluation.

Signature: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR SUBMISSION

Attachment 1.2 – Byrd Anti-Lobbying Certification

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for 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 Vendor listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Solicitation Name: Procurement Management Support

Responding Vendor Name

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

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date

SIGN AND RETURN THIS FORM WITH YOUR SUBMISSION

Attachment 2 – References

REFERENCES

Provide at least THREE (3) organizations for which your firm has successfully implemented the product that have requirements similar to those being requested in this solicitation. Use the form provided here and duplicate as needed.

Client Name/Location:		
Engagement Dates:	Start Date:	End Date:
Description of Services Provided:		
Contact Person:		
Contact e-mail:		
Phone Number:		
Client Name/Location:		
Engagement Dates:	Start Date:	End Date:
Description of Services Provided:		
Contact Person:		
Contact e-mail:		
Phone Number:		
Client Name/Location:		
Engagement Dates:	Start Date:	End Date:
Description of Services Provided:		
Contact Person:		
Contact e-mail:		
Phone Number:		

RETURN THIS FORM WITH YOUR SUBMISSION

Attachment 3 - Certification of Diligence, Accuracy, and Completeness
CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS

On behalf of [Name of Organization], I, [Your Full Name], hereby certify that I have exercised due diligence in the preparation of the response to the solicitation. To the best of my knowledge and belief:

The information provided in the response is accurate and reflects the current state of our capabilities, qualifications, and offerings.

I have thoroughly reviewed and ensured the completeness of all required documents, including attachments and supporting materials.

All statements made in the response are truthful, and there is no intent to deceive or mislead the requesting entity.

The response complies with all guidelines, specifications, and requirements outlined in the solicitation 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 required.

Signature: _____ Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR SUBMISSION

Attachment 4 - Declaration of Independent Price Determination

DECLARATION OF INDEPENDENT PRICE DETERMINATION

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

The prices stated in our response submitted in response to the solicitation are arrived at independently, without collusion, consultation, communication, or agreement with any other competitor or potential competitor.

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

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

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

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.

Signature: _____ Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR SUBMISSION

Attachment 5 – Sample Termination and Default

SAMPLE TERMINATION AND DEFAULT

SUSPENSION AND TERMINATION FOR DEFAULT

The Coalition for Green Capital, hereinafter known as the Contracting Entity, (“CE”) may suspend the Contractor’s operations under the contract immediately by providing written cure notice of any default. Suspension shall continue until the default is remedied to CE’s reasonable satisfaction; *Provided, however,* that, if after thirty (30) days from such a suspension notice, the Contractor remains in default, CE may terminate Contractor’s rights under the contract. All of Contractor’s obligations to CE 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 representation or warranty provided herein; or
- c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

REMEDIES FOR DEFAULT

The CE’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, CE may exercise any remedy permitted by law.

TERMINATION FOR CONVENIENCE

The CE may, for convenience, terminate the contract, subject to the following:

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

The termination for convenience shall not relieve CE from payment for goods and/or services already ordered 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. CE may request additional documentation to support final payment.

Unless otherwise specified above, CE shall not have any further obligation or liability to Contractor.

TERMINATION FOR LACK OF FUNDING

The CE may terminate a contract if funds are not appropriated to CE 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. CE shall provide Contractor with thirty (30) calendar days written notice of termination, unless CE has made a written determination that a shorter notice period is required.

GENERAL TERMINATION PROCEDURES

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

- a) Stop work immediately on the terminated portion of the contract;
- b) Terminate all subcontracts related to the terminated portion of the prime contract;
- 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 the CE has or

- may acquire an interest, and, if directed by CE, deliver the property to CE;
- e) Promptly notify the CE in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
 - f) Settle outstanding liabilities and responses arising out of the termination; and
 - g) If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

Attachment 6 – Pricing Information

EXAMPLE PROPOSED FEE SCHEDULE

Pricing Summary

Service Description	Deliverable Fee/Rate
[Service 1]	[Total Price 1]

Equipment and Materials Costs (if any)

Description	Total Cost
[Equipment/Material 1]	[Total Cost 1]

(THIS TABLE PROVIDED FOR EXAMPLE ONLY)

END OF DOCUMENT