

**ADDENDUM A - RESPONSES TO QUESTIONS REGARDING COALITION FOR GREEN CAPITAL'S
JANUARY 26, 2024 REQUESTS FOR QUALIFICATIONS AND REVISED ATTACHMENT 1.1**

Published: February 12, 2024

The purpose of this document is to:

- Respond to questions as part of the formal Request for Qualifications (RFQ) process; and
- Provide *Revised Attachment 1.1*, which supersedes in its entirety the *Attachment 1.1* that was previously included in each of the three RFQs posted by Coalition for Green Capital (CGC) on January 26, 2024. **Please include *Revised Attachment 1.1* in all proposal responses.**

RESPONSES TO QUESTIONS

In response to its three RFQs for various types of legal services issued on January 26, 2024, CGC timely received the following questions by February 2, 2024. The questions received and CGC’s answers to these questions are provided below.

1. As described in the RFQs, if CGC accepts an applicant’s proposal, CGC intends to enter a “contract discussion and negotiation” with the applicant. Please confirm that determinations regarding the applicability of the items listed in Section 7 of the RFQs to the services to be provided under a proposal accepted by CGC will be made as part of the contract discussion and negotiation process and that the final terms of the contract will reflect those determinations.

Response: Confirmed. CGC is willing to discuss the applicability of the items listed in Section 7 of the RFQs as part of the contract discussion and negotiation process. To the extent a selected applicant demonstrates to CGC that certain items in Section 7 are not applicable, CGC will reflect those alterations in its contract with applicant. Revised Attachment 1.1 reflects this modification as shown in the table below.

Revisions to Attachment 1.1, Page 1:	
<i>Original</i>	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).
<i>Revised</i>	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.
Revisions to Attachment 1.1, Page 3, Federal Compliance:	
<i>Original</i>	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, <i>but</i>

	<i>is not limited to</i> , all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.
<i>Revised</i>	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, <i>but is not limited to</i> , all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.
<i>Revisions to Attachment 1.1, Acknowledgement and Certification:</i>	
<i>Original</i>	On behalf of [NAME OF FIRM], I acknowledge that the specific terms and conditions outlined in this Attachment 1.1, 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).
<i>Revised</i>	On behalf of [NAME OF FIRM], I acknowledge that the specific terms and conditions outlined in this Attachment 1.1, <i>as applicable</i> , 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).

2. Please confirm that an applicant will have the opportunity in the contract discussion and negotiation process to identify any items that the applicant has determined would not apply to the services to be provided under its proposal and to propose language for inclusion in the contract documenting any such determinations.

Response: Confirmed. See also response to Question 1 above.

3. Please confirm that applicants should not include information related to the applicability of the terms and conditions in their response to the RFQs.

Response: Confirmed. See also response to Question 1 above.

4. Please confirm that the required acknowledgement and certification that “the specific terms and conditions outlined in this Attachment 1.1, 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)” is intended to apply to a specific term and condition only to the extent the term and condition applies to the services included in the proposal and that an applicant’s acknowledgement and certification does not extend to any terms and conditions or portions thereof that are not applicable to the applicant’s proposal, nor does applicant’s acknowledgement and certification create a basis for applying any terms and conditions to an applicant or an applicant’s proposal that are not otherwise applicable.

Response: Confirmed. See also response to Question 1 above.

5. To ensure a proper understanding of the terms and conditions, please provide the statutory, regulatory, or policy basis for each of the items included in Attachment 1.1.

Response: Please see the table below:

Attachment 1.1 Provision	Citation
Buy USA – Domestic Preference for Procurements	41 U.S.C. § 83
Clean Air Act	42 U.S.C. § 7401
Clean Water Act	33 U.S.C. § 1251
Byrd Anti-Lobbying Amendment	31 U.S.C. § 1352
Contract Work Hours and Safety Standards Act	40 U.S.C. § 327-333
Copeland “Anti-Kickback” Act	18 U.S.C. § 874 and 40 U.S.C. § 276C
Copyright and Data Rights	2 C.F.R. § 200.315 as cited in EPA General Terms and Conditions effective 10/1/23.
Federal Compliance	General applicability, including but not limited to 2 C.F.R. pt. 200
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	2 C.F.R. § 200.216 as referenced in EPA General Terms and Conditions effective 10/1/23.
Procurement of Recoverable Materials	40 C.F.R. § 247 as referenced in EPA General Terms and Conditions effective 10/1/23.
Publications Clause	EPA General Terms and Conditions effective 10/1/23 and later, section 31: Acknowledgement Requirements for Non-ORD (Office of Research Development) Assistance Agreements.
Rights to Inventions Made Under a Contract or Agreement	37 C.F.R. § 401
Debarment and Suspension	Executive Orders 12549 and 12689

6. For any statute, regulation, or policy identified, please confirm that CGC intends to implement that statute, regulation, or policy consistent with how the statute, regulation, or policy has been implemented by the federal government and that the text included in Attachment 1.1 is not intended to expand, increase, or otherwise deviate from existing government implementation of the statute, regulation, or policy identified.

Response: Confirmed.

7. Please confirm that any contract amendment that makes a material change to the terms and conditions, whether such material change is due to a change in the relevant statute, regulation, or policy or due to some other reason, will include additional funding or resources sufficient for any change in, or to, the services to be provided.

Response: The terms and conditions for amending the contract between CGC and a successful applicant will be negotiated as part of the contract discussions described in Section 6.6 of the RFQs.

8. Please confirm that an applicant will have the option of terminating its participation under the contract rather than accept a material change to the terms and conditions of the contract.

Response: The terms and conditions regarding termination of the contract between CGC and a successful applicant will be negotiated as part of the contract discussions described in Section 6.6 of the RFQs.

9. The [Outside Counsel for EPA and Regulatory Matters] RFQ seeks a firm(s) to “[a]ssist in the development of an overall regulatory and compliance strategy at the federal level through a risk-based approach and/or through engagement with the EPA and any other regulators.” (Section 4.2). In view of the fact that CGC appears to be applying for grant funding to enable CGC to finance clean technology projects and mobilize private capital, does the RFQ seek responses focused on developing a regulatory and compliance strategy related to complying with government requirements for recipients of federal funds, or more broadly addressing compliance as a lender and provider of capital?

Response: The Outside Counsel for EPA and Regulatory Matters RFQ is focused on compliance with EPA rules and regulations, particularly including rules and regulations that are applicable to recipients of EPA grant awards. Legal counsel regarding compliance with requirements applicable to a lender and provider of capital would fall under the scope of services described and sought in the General Legal Services RFQ.

10. For [Outside Counsel for EPA and Regulatory Matters] RFQ Sections 4.4 through 4.9, does CGC seek responses addressing regulatory matters pertaining to grant awards and grant management only, or should responses also address financial industry regulation?

Response: See response to Question 9 above.

Revised 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 31U.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 here](#).

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.

5. 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.
6. 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)

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 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.

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 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 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.

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.

PUBLICATIONS CLAUSE (FOR AMERICAN RESCUE PLAN ACT "ARPA" 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."

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.

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 RFQ and all Attachments contained within this RFQ. 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 PROPOSAL SUBMISSION