

# **OUTSIDE COUNSEL FOR NON-PROFIT AND GOVERNANCE MATTERS**

**Request for Qualifications (RFQ)**

January 26, 2024

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## 1. Introduction

The Coalition for Green Capital (CGC) is seeking proposals from qualified law firms licensed to practice law nationwide to provide legal counsel and other legal services needed for CGC's implementation of grant 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).

CGC has applied for nearly \$12 billion of grant awards under EPA's three GGRF programs to capitalize the first national green bank in the U.S. and expand CGC's existing network of state and local green banks and other community lenders. EPA has indicated it will announce its grant awards by March 2024, at which time CGC will immediately require the services described herein if it is selected by EPA. EPA has notified CGC that its applications are still under review for the National Clean Investment Fund (NCIF) and Clean Communities Investment Accelerator (CCIA). CGC is conducting this RFQ now to select third-party legal services provider(s) and to be ready by the time of an announcement by EPA.

CGC intends for this RFQ to result in the selected Respondent(s) executing Master Services Agreements, which will enable CGC's business units to, as needed, initiate distinct Task Orders for engaging the selected Respondent(s) for support on the grant-funded projects defined within the Task Order. Any agreements with Respondent(s) resulting from this RFQ 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 organization formed in Washington, D.C. whose mission is to accelerate the deployment of clean energy technology, 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 implementing green bank finance institutions across the country that use public funds and proven financing methods to mobilize additional private investment in renewable energy, energy efficiency, and decarbonization technologies.

CGC currently operates as the American Green Bank Consortium (AGBC), which consists of over 40 green banks and financing entities across the country. CGC is also working with more than 20 startups motivated by the GGRF to create state or local green community lenders, covering more than 40 states across the country. 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 financing rather than grants such that deployed capital is expected to be returned or repaid, and this helps to maximize the impact of each dollar that a green bank deploys. Because of this approach, green banks focus on markets where there is potential for some level of return on investment. This generally means proven, technically viable projects that are well past the research and development stage. Financing can also be done in tandem with other market development activities.

CGC has applied for multiple grants under EPA's GGRF programs to establish a national green bank—a centralized, long-term financing institution that fosters an ecosystem of green banks, community lenders, and community partners by providing capital and financing and co-investment opportunities to local entities across the United States. Further, CGC will invest directly in projects, activities, and technologies that reduce emissions of greenhouse gases and other air pollutants, particularly in low-income and disadvantaged communities, as well as rural and Tribal communities, and to accelerate progress toward the climate goals of the United States. By mobilizing capital in underinvested projects and communities, CGC will demonstrate



the market-wide opportunity for financial markets and institutions to finance clean technology projects, transform markets, reduce pollution, and benefit communities. For more information, please visit [www.coalitionforgreencapital.com](http://www.coalitionforgreencapital.com).

### **3. RFQ Guidelines**

#### **3.1. RFQ Questions, Inquiries, and Clarifications**

All questions or requests for clarification concerning this RFQ must be submitted via email [RFI@coalitionforgreencapital.com](mailto:RFI@coalitionforgreencapital.com) by the date defined in Section 3.2, RFQ 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. To ensure fairness and to protect the confidentiality and integrity of this solicitation, information that would identify the inquiring Respondent will be omitted.

Responses to all questions and inquiries regarding this RFQ will be posted at <https://coalitionforgreencapital.com/open-RFQs> for clear and consistent communication with all potential service providers by the date defined in Section 3.2.

Each Respondent is responsible for requesting further explanation, by the date defined 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 RFQ.

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

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

#### **3.2. RFQ Responses and Milestones**

RFQ responses must be delivered electronically by 10:00 AM Eastern Time on Monday, February 26th, 2024.

All responses and communications will be submitted electronically to: David Pettit, Senior Program Director and Counsel for CGC, at [RFI@coalitionforgreencapital.com](mailto:RFI@coalitionforgreencapital.com).

CGC is not responsible for electronic files that cannot be opened or are corrupt. 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 pt font and should include the following:

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



RFQ Schedule	
Milestones	Date
Release of RFQ	January 26, 2024
Respondent Questions Due	February 2, 2024
Coalition for Green Capital answers to all Respondent Questions	February 13, 2024
Respondent Conference (as needed)	
RFQ proposals received by Coalition for Green Capital	10 AM ET on February 26, 2024
RFQ Scoring	Week of February 26th
Potential Interviews	Week of February 26th
Coalition for Green Capital Award Decision	By March 4, 2024

### 3.3. No Guarantee

CGC is not committed to any course of action due to its issuance of this RFQ and/or receipt of information from you or other Respondents in response to it. The issuance of this RFQ 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 proposal in response to this RFQ 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 proposal will be one that conforms to the requirements of the submission. Submissions that are deemed incomplete or do not meet the requirements may be deemed non-responsive and 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. (30%)
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 RFQ. (35%)
3. Cost to perform the requested work. (25%)
4. 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%)

### **3.6. Communication of Next Steps**

CGC reserves the following rights concerning the proposals received in response to the RFQ:

- To accept or reject a proposal in whole or in part.
- To reject any or all proposals received from this request without explanation.
- Concerning this request, CGC's decision will be final and not subject to review.

## **4. Scope of Services**

### **Outside Counsel for Non-Profit and Governance Matters**

The selected law firm(s) will provide the following services to CGC:

1. Provide legal advice, counsel, services, and consultation to CGC on any federal, state, and local corporation laws related to non-profit organizations.
2. Provide legal advice, counsel, services, and consultation to CGC on taxation matters applicable to a section 501(c)(3) non-profit organization.
3. Provide legal advice, counsel, services, and consultation to CGC on employment matters applicable to a section 501(c)(3) non-profit organization.
4. Answer requests for legal opinions in writing and verbally.
5. Represent CGC's interests before state and federal courts, and administrative agencies.
6. Work cooperatively with any special legal counsel retained by CGC for special projects, as CGC deems necessary.
7. Perform other legal services and tasks related to CGC's status as a section 501(c)(3) non-profit organization, as requested by CGC.

Any contract(s) to be awarded pursuant to this RFQ will involve the completion of specific and individual tasks and assignments as related to the scope of work. Recognizing the dynamic nature of the project and the need for flexibility, task work will be structured to allow for responsive and targeted solutions to various components of the project.

## **5. Submission Format and Requirements**

Qualified firms are invited to submit written proposals 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 pt 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 (30%)**

1. 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 (35%)**

1. 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 RFQ.

## **5.4. Submission Section 4 (10%)**

1. 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 (25%)**

1. Complete the Proposed Fee Schedule provided as Attachment 3

## **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 4 – Certification of Diligence, Accuracy, and Completeness
4. Attachment 5 – Declaration of Independent Price Determination

## **6. Additional Information**

### **6.1. Disclosure Of Proposal Contents**

All responses to this RFQ become the property of CGC and shall be subject to disclosure under the Freedom of Information Act.

### **6.2. News Releases, Media Advisories And Media Interaction**

Respondents shall not discuss the RFQ 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 Cost Pricing Information, the Respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that:

1. The pricing information in the proposal 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;

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 proposal.

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 5 with their proposal submission.

#### **6.4. Disadvantaged Business Enterprises (DBE)**

CGC 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.

#### **6.5. Award Of Contracts/Rejection of Proposals**

CGC reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal 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 be held with those firms. As a result of the interviews, 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. CGC reserves the right to reject any or all proposals and waive any irregularity in proposals received, whenever such rejection or waiver is in the best interest of CGC. 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 proposal 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 RFQ or developed subsequently during the selection process.

An example of the contractual Termination and Default are contained in Attachment 6. 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. Reimbursement for services will be contingent on CGC receiving funding from EPA.

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

### **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).

#### **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, 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.

### **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.



- 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>
- 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**

- 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](http://www.sam.gov), in accordance with the OMB guidelines at 2 C.F.R. Part 180.
- 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).
- 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.
- 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.
- 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.

*(continued on next page)*



**Outside Counsel For Non-Profit And  
Governance Matters RFQ**

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Date: 1/26/2024  
Version: 1.0

**ACKNOWLEDGMENT AND CERTIFICATION:**

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).

**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**



**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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Solicitation Name: **OUTSIDE COUNSEL FOR NON-PROFIT AND GOVERNANCE MATTERS**

\_\_\_\_\_  
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 PROPOSAL SUBMISSION**



**Attachment 2 - References**

**REFERENCES**

Provide at least THREE (3) organizations for which your firm has performed services similar in size and scope to those being requested in this Request For Qualifications (RFQ). Use the form provided here and duplicate as needed.

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

**RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION**





**Outside Counsel For Non-Profit And Governance Matters RFQ**

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**Attachment 3 – Proposed Fee Schedule**

**PROPOSED FEE SCHEDULE**

<b>Position Type</b>	<b>Fully Burdened Hourly Rate</b>
Partner	
Counsel	
Senior Associate	
Mid-Level Associate	
Associate	
Paralegal	
Legal Clerk	
Admin	
Add additional positions and rates below if necessary	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

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



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**Attachment 4 - 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 Request for Qualifications (RFQ). To the best of my knowledge and belief:

The information provided in the proposal 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 proposal are truthful, and there is no intent to deceive or mislead the requesting entity.

The proposal complies with all guidelines, specifications, and requirements outlined in the RFQ 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 PROPOSAL SUBMISSION**



**Attachment 5 - 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 proposal submitted in response to the Request for Qualifications (RFQ) 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 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 RFQ.

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.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Attachment 6 – 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 Firm’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, Firm remains in default, CE may terminate Firm’s rights under the contract. All of Firm’s obligations to CE shall survive termination of Firm’s rights under the contract, until such obligations have been fulfilled.

**DEFAULT**

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

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

**REMEDIES FOR DEFAULT**

The Contracting Entity (“CE”)’s rights to suspend and terminate Firm’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 Contracting Entity (“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. Firm must be provided with thirty (30) days written notice of the contract, 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. Firm 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 Firm.

**TERMINATION FOR LACK OF FUNDING**

The Contracting Entity (“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 Firm 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, Firm 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;



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- c. Perform the continued portion of the contract which is not terminated (if applicable);
- d. Take action to protect and preserve property in Firm'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 proposals 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.

**END OF DOCUMENT**