



Creating and Protecting Ownership and Economic Opportunity

SELF-HELP CLIMATE CAPITAL, LLC

REQUEST FOR PROPOSAL FOR ENERGY-EFFICIENT MORTGAGE SALES

October 11, 2024

**Energy-Efficient Mortgage Sales RFP #1
Ongoing Solicitation**

1. GENERAL INFORMATION.

- A. **Opportunity & Overview.** Self-Help Climate Capital, LLC (“Self-Help”) seeks to identify potential qualified sellers of Energy-Efficient Mortgages (defined in the Appendix) as further described below to originate and sell them on a forward-flow basis to Self-Help.

This Request for Proposals (“RFP”) will remain open on a rolling basis and responses (each a “Proposal”) will be evaluated as set forth in Section 4 Proposal Evaluation below. For the purposes of this RFP, parties responding to this RFP are referred to as “Proposer” or you.

Proposals must be submitted electronically in accordance with Section 4 below.

- B. **Background.** Self-Help is a subrecipient of an award under the Environmental Protection Agency’s (“EPA”) National Clean Investment Fund (“NCIF”) grant competition of the Greenhouse Gas Reduction Fund (“GGRF”).

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

Self-Help is a coalition partner of Climate United Fund (“CUF”), the 501(c)(3) awardee under NCIF. Self-Help is wholly owned by Self-Help Ventures Fund, a 501(c)(3) nonprofit organization that is a certified community development financial institution.

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

- C. **Purpose.** Self-Help seeks to support increased lending, primarily to Low-Income and

Disadvantaged Communities (“LIDAC,” defined in Appendix), for mortgage lenders that have capabilities to originate and deliver Energy-Efficient Mortgages (defined in Appendix) with collateral that reduces greenhouse gas emissions. Self-Help seeks potential counterparties to submit Proposals to originate high loan-to-value GSE-Eligible Mortgages (defined in Appendix) without requiring borrowers to pay for standard mortgage insurance (“Program Subsidy,” further defined in Appendix) and sell them on a forward-flow basis to Self-Help.

Proposers seeking to retain the servicing of their loan originations will be considered and must provide additional information in the Proposal. Proposers who seek to release the servicing of their loan originations will also be considered, but do not need to provide additional servicing information.

In the potential Energy-Efficient Mortgage transactions, Self-Help expects to use proceeds from NCIF (through its subaward from CUF) to pay for all or a portion of the purchase price of eligible mortgage loans and related fees in accordance with any terms of such subaward. Self-Help will procure for the purchase and servicing of Energy-Efficient Mortgages in adherence with the requirements set forth in 2 CFR § 200.317 *et seq.*; EPA’s Best Practice Guide for Procuring Services, Supplies, and Equipment; and all other applicable requirements.

- D. **Limitation.** Self-Help reserves the right to (a) reject any or all Proposals without explanation, (b) waive technicalities or irregularities, (c) request additional information from any Proposer (including a list of client references), (d) withdraw or revise this RFP at any time, (e) make such selection deemed in its best interest (in Self-Help’s sole and exclusive discretion), and/or (f) enter into due diligence discussions with multiple successful Proposers. Upon completion of due diligence review, Self-Help may negotiate individual contracts with certain selected Proposers following counterparty review and based on program fit, not necessarily the lowest pricing.

The issuance of this RFP does not commit Self-Help to participate in any transaction, proceed to negotiate any terms or definitive documentation, pay any costs incurred in preparing a Proposal or to procure or contract for services or supplies. The selection of your Proposal under this RFP does not commit Self-Help to enter into an agreement or conduct or expand business with any Proposer even if all the requirements are met.

2. **SCOPE OF SERVICES.** Proposer must be able to provide Self-Help with the following services:

- A. Support Self-Help goals to provide energy savings to borrowers primarily in Low-Income and Disadvantaged Communities (LIDAC) as well as “Rural” and “Tribal” areas by originating fixed-rate, affordable, GSE-Eligible Energy Efficient Mortgages for the purchase of highly energy efficient homes (such mortgages, “Eligible Mortgages”).
- B. Sell the Eligible Mortgages to Self-Help on a forward-flow basis and then execute swap and hold transactions with Freddie Mac and/or Fannie Mae on Self-Help's behalf using Self-Help's seller number.
- C. Complete all origination and selling activities required by government-sponsored entities (“GSEs”) such as Fannie Mae or Freddie Mac.

- D. Provide to Self-Help all GSE and investor required origination, delivery, and energy-efficiency eligibility and reporting data.
- E. Service the Eligible Mortgages or transfer servicing following an interim servicing period to a specialty servicer of Self-Help's choice (following GSE and Self-Help requirements).

Self-Help will consider three possible servicing arrangements:

- 1) The Proposer retains the full servicing rights of their loan originations.
- 2) The Proposer sells the loans servicing-released to Self-Help but continues to sub-service on Self-Help's behalf.
- 3) The Proposer sells the loans servicing-released and transfers to a servicer selected by Self-Help after a brief interim servicing period.

For options 1 and 2 above, the Proposer must provide additional information in the Proposal as set forth in section 3.

- 3. **PROPOSAL CONTENTS.** The Proposer in its Proposal shall clearly and concisely respond to each of the following (referencing the appropriate A-J sub-section). Failure to respond to a topic may render the Proposal incomplete and Self-Help reserves the right, in its sole discretion, to either contact Proposer to request supplementation of the Proposal or refuse to consider or evaluate the incomplete Proposal.

- A. **Experience.** The Proposer should concisely describe its qualifications and experience related to the areas outlined in the Scope of Services in section 2. A.-E. above and Minimum Qualifications in sub-section 3. D. below. Proposal should also include the following:
 - Detail your organization's experience with lending to diverse, LIDAC, Rural and/or Tribal communities
 - If your organization has experience with energy-efficiency lending programs, detail those lending activities
 - Proposers intending to retain servicing or serve as a sub-servicer on the mortgages must provide detail on your experience servicing LIDAC mortgages and/or mortgages to low-income borrowers and/or underserved communities

- B. **Approach.** The Proposer should briefly describe its approach to accomplishing the Scope of Services above, including but not limited to the following:
 - Describe approach to executing sales to Self-Help and delivering to the GSEs on Self-Help's behalf
 - Describe approach for entering the energy-efficient market, if no previous experience
 - Describe approach to reaching LIDAC borrowers for energy efficiency mortgage lending
 - Describe approach to reaching Rural and/or Tribal communities, if applicable
 - Specify the preferred servicing option(s) as described in Section 2.

- C. **Organization, Size, Structure.** The Proposer should briefly describe its organization in terms of the following:
 - Annual mortgage origination volume for the last three years including:
 - Distribution by state
 - Distribution by loan qualifying income compared to area-median income (<80.01%;

- 80.01 - 100%; 100.01 – 120%, 120.01 – 140%, >140%)
- Percentage delivered to each GSE and for each GSE, percentage of deliveries for mortgage-backed securities (“MBS”) vs cash
- Percentage Rural, if applicable
- Percentage Tribal, if applicable
- Percentage energy-efficient, if applicable
- Diversity metrics of the Proposer’s Board of Directors:
 - Race and Ethnicity
 - Gender
- Indicate if your organization qualifies as a Disadvantaged Business Enterprise (DBE) (as defined in 40 CFR § 33.103)
- Indicate if your organization qualifies as a Women’s Business Enterprise (as defined in 13 C.F.R §§ 127.100) or a Minority-owned Business Enterprise
- If you are proposing to retain servicing or be a sub-servicer of the originated loans, detail your Freddie Mac servicing volume, Fannie Mae servicing volume, other investor servicing volume, and current servicing system

Please include a copy of your Equal Opportunity/Affirmative Action Policy and DEI statement, if available. Self-Help encourages the participation of businesses owned by people of color, women, and persons with disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts.

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

D. Minimum Qualifications. Document how you meet the following qualifications.

Required

- Fannie Mae and Freddie Mac approved Seller and Servicer for past 5 consecutive years
- Ability to originate mortgages in majority of U.S. states
- Ability to service mortgages in majority of U.S. states, or ability to transfer servicing to a provider chosen by Self-Help after an interim servicing period
- Operational capacity to deliver \$100 million volume annually for 5 years
- Flexibility to use a document custodian of Self-Help’s choosing
- Ability to participate in and provide documentation for internal and external audits as well as counterparty evaluations
- Ability to deliver industry standard and custom investor reports, including but not limited to the uniform loan delivery dataset, the unified closing dataset, uniform appraisal dataset, remittance reporting, default reporting, and energy-efficiency data from energy audits and other energy scoring methodologies
- Demonstrated Energy-Efficient Mortgage lending experience or ability to enter the market
- Experience originating LIDAC mortgages and/or mortgages to low-income borrowers and/or underserved communities
- Active Mortgage Electronic Registration Systems (“MERS”) member and commitment to register mortgages under this program with MERS

Preferred

- Lender with builder relationships for new construction of energy-efficient homes
 - Experience originating Tribal and/or Rural mortgages
- E. **Pricing.** Describe expectations of mortgage origination income including standard ancillary fees, origination fees, and premiums on sale. Describe expectations for compensation related to servicing rights or servicing fees. Provide your most competitive pricing, income, and fee structure.
- F. **Cybersecurity and Breaches.** The Proposer should disclose and concisely describe its cybersecurity policies and procedures to protect client data. If the Proposer has suffered any known cyberattacks or breaches, please describe the event and the organization's response and remedial actions taken. Please include a copy of your Data Privacy and Cybersecurity Policy.
- G. **Insurance.** Describe the levels of coverage for liability insurance, cyber insurance, errors and omissions insurance, Directors and Officers insurance, fidelity bond insurance, and any other relevant insurance your organization maintains.
- H. **Debarment or Suspension.** Confirm that neither your organization nor any individual who will be acting as a Principal on any contract entered as a result of this RFP has been debarred or suspended from, or is ineligible for participation in, any Federal assistance program. EPA's definition of Principal can be found at 2 CFR 1532.995.
- I. **Contact Information.** The Proposer should include the name, title, mailing address, email address, and telephone number for the primary point of contact of the Proposer.
- J. **Proposal Attestations and Attachments.** All responses must be signed by an individual authorized to legally represent the organization, and signatures must be an electronic image of a wet ink signature (such as a PDF) or a digital signature. All responses must include the following attachments:
- a. Attachment A – Certification of Diligence, Accuracy, and Completeness
 - b. Attachment B – Certificate of Independent Price Determination
 - c. Attachment C – Byrd Anti-Lobbying Certification

4. PROPOSAL EVALUATION

- A. **Submission of Proposals.** You must submit any Proposal, including all supporting documentation, electronically in a single PDF of 50 pages or less via secure email to: NCIFProcurement@Self-Help.org

Proposals must address each topic described in Section 3.

Self-Help is not responsible for electronic files that cannot be opened or corrupted files. If files cannot be opened, Self-Help reserves the right (but does not have the obligation) to contact the Proposer and take reasonable measures to receive an openable file. Submissions must not be password protected or have any type of restriction applied to the file or contents. By submitting information, the Proposer represents that they have read and clearly understand this RFP and

are capable of providing the required services.

All costs incurred in the preparation of a Proposal responding to this RFP and/or participating in any interview process will be the responsibility of the Proposer and will not be reimbursed.

- B. **Evaluation Procedure and Criteria.** Self-Help will review Proposals on a rolling basis as received against initial criteria, including:

Evaluation metrics:

- Prior relevant experience:
 - Annual mortgage origination volume and geographic footprint
 - Energy-efficiency lending experience
 - Experience with:
 - LIDAC borrowers, and
 - If applicable, Rural or Tribal borrowers
 - Experience with deliveries to the GSEs for MBS
 - Other relevant experience
- Pricing expectations
- Proposed approach to scope of work
- Overall responsiveness to RFP
- Servicing capability, if applicable
- DBE/WBE status and diversity of Board of Directors, and
- Publicly available information and reputational risk

Self-Help will review all Proposals against the evaluation metrics set forth above and based on that review, may select a smaller number of Proposals for further counterparty review. Any evaluation or scoring of evaluation metrics is subject to correction upon discovery or disclosure of additional or clarifying information.

All Proposals must comply with all EPA procurement rules and guidelines. All responses must be presented economically and efficiently. Self-Help may request additional due diligence materials and interviews with the proposed lender as part of the selection process. Self-Help's decision regarding this RFP will be final and not subject to review.

- C. **Terms of Engagement.** Self-Help intends for this RFP to result in the selected Proposers becoming eligible for a more comprehensive counterparty review and possible negotiation and execution of a written agreement with Self-Help. Any such agreements with the selected Proposers will (a) be contract agreements, not subrecipient agreements, (b) comply with the requirements set forth in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 CFR § 200.327) and in Appendix A to 40 CFR Part 33 (40 CFR § 33.106), as applicable, and (c) be for a term of one year, with option for annual renewals, or as otherwise mutually agreed. Proposers must be amenable to including in a contract any information provided in its response to this RFP or developed subsequently during the selection process.

The selected Proposers agree to be bound by all applicable Federal, state, and local laws, regulations, and directives in the performance of such written agreement and acknowledge that the specific terms and conditions outlined in Attachment D – REQUIRED TERMS AND CONDITIONS, AS APPLICABLE, FOR CONTRACTS SUPPORTED BY FEDERAL FUNDS and Attachment E – SAMPLE TERMINATION AND DEFAULT will be 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 agreement.

- D. **Timeline.** This Request for Proposals will remain open, and responses will be evaluated on a rolling basis as received to ensure all interested parties have an opportunity to propose transactions as market needs develop and change over time. This RFP will remain open at least thirty (30) days from the date of initial posting.

5. QUESTIONS AND CONTACT INFORMATION

Please submit any questions concerning this RFP to this email address:

NCIFProcurement@Self-Help.org

Direct communication about the content of this RFP will be limited. If appropriate, and for clear and consistent communication, the question (without identification of the questioner) and its answer will be posted to the FAQ on our website here: <https://www.self-help.org/who-we-are/resources/current-proposal-requests>

Self-Help reserves the right not to respond to all questions. Each Proposer is responsible for requesting further explanation, if they do not fully understand or believe the information contained herein could be interpreted in more than one way.

Self-Help looks forward to receiving your Proposal.

APPENDIX: DEFINITIONS

The definitions set forth below reflect those terms currently defined by EPA and/or CUF but may be subject to revision.

Energy-Efficient Mortgage: A first lien purchase mortgage loan for an energy efficient home that meets the following energy requirements:

A new or existing home that is...	Documentation could include:
Highly energy efficient- has estimated energy use at least 10% lower than the latest model energy code	ENERGY STAR Single-Family New Home Certification; or Department of Energy Zero Energy Ready Home (ZERH) Certification; or Below ERI performance target for the climate region
Fully electrified	ENERGY STAR NextGen Checklist; or Ekotrope Fuel Summary documentation showing all-electric appliances
Ready to be powered by renewables	ZERH PV-Ready Checklist

An existing home Retrofitted such that...	Documentation could include:
The modeled energy savings of the home upgrade(s) are projected to achieve at least 20% energy reduction	HERS Index Score showing 20%+ modeled reduction

GSE-Eligible Mortgage: Mortgage that is eligible for purchase by a government-sponsored enterprise (“GSE”) such as Fannie Mae or Freddie Mac

Low-Income and Disadvantaged Communities (LIDAC): Section 134(a)(3) of the Clean Air Act appropriates funds “for the purposes of providing financial assistance and technical assistance in low-income and disadvantaged communities.” Low-Income and Disadvantaged Communities means CEJST-Identified Disadvantaged Communities, EJScreen-Identified Disadvantaged Communities, Geographically Dispersed Low-Income Households, and Properties Providing Affordable Housing, and Federally Recognized Tribal Entities, as defined below.

- **CEJST-Identified Disadvantaged Communities:** All communities identified as disadvantaged through version 1.0 of the Climate and Economic Justice Screening Tool (CEJST), released on November 22, 2022, which includes census tracts that meet the thresholds for at least one of the tool’s categories of burden and land within the boundaries of Federally Recognized Tribes.
- **EJScreen-Identified Disadvantaged Communities:** All communities within version 2.2 of EJScreen that fall within either (a) the limited supplemental set of census block groups that are at or above the 90th percentile for any of EJScreen’s supplemental indexes when compared to the nation or state or (b) geographic areas within Tribal lands as included in EJScreen, which includes the following Tribal lands: Alaska Native Allotments, Alaska Native Villages, American Indian Reservations, American Indian Off-reservation Trust Lands, and Oklahoma Tribal Statistical Areas.
- **Geographically Dispersed Low-Income Households:** Low-income individuals and households living in Metropolitan Areas with incomes not more than 80% AMI or 200% FPL (whichever is higher), and low-income individuals and households living in Non-Metropolitan Areas with incomes not more than 80% AMI, 200% FPL, or 80% Statewide Non-Metropolitan Area AMI (whichever is highest). Federal Poverty Level (FPL) is defined using the latest publicly available figures from the U.S. Department of Health and Human Services. Area Median Income (AMI) is defined using the latest publicly available figures from the U.S. Department of Housing and Urban Development (HUD). Metropolitan Area and Non-Metropolitan Area are defined using the latest publicly available figures for county-level designations from the Office of Management and Budget. Statewide Non-Metropolitan Area AMI is defined using the latest publicly available figures from the U.S. Department of the Treasury’s CDFI Fund, with an adjustment for household size using HUD’s Family Size Adjustment factor.
- **Properties Providing Affordable Housing:** Properties providing affordable housing that fall within either of the following two categories: (a) multifamily housing with rents not exceeding 30% of 80% AMI for at least half of residential units and with an active affordability covenant from one of the following federal or state housing assistance programs: (1) Low-Income Housing Tax Credit; (2) a housing assistance program administered by HUD, including Public Housing, Section 8 Project-Based Rental Assistance, Section 202 Housing for the Elderly, Section 811 Housing for Disabled, Housing Trust Fund, Home Investment Partnership Program Affordable Rental and Homeowner Units, Permanent Supportive Housing, and other programs focused on ending homelessness that are funded under HUD’s Continuum of Care Program; (3) a housing assistance program administered by USDA under Title V of the Housing Act of 1949, including under Sections 514 and 515; or (4) a housing assistance program administered by a tribally designated housing entity, as defined in Section 4(22) of the Native American Housing Assistance and Self-Determination Act of 1996 (25 USC § 4103(22)); or (5) a housing assistance program administered by the Department of Hawaiian Homelands as defined in Title VIII of the Native American Housing Assistance and Self-Determination Act of 1996 (24 CFR 1006.10) or (b) naturally-occurring (unsubsidized) affordable housing with rents not exceeding 30% of 80% AMI for at least half of residential units.
- **Federally Recognized Tribal Entities:** All Federally Recognized Tribal entities, which are considered disadvantaged regardless of whether a Federally Recognized Tribe has land, consistent with M-23-09 and CEJST.

Program Subsidy: Any borrower who receives a greater than 80% LTV loan will not have private mortgage insurance or other commensurate credit charge

Rural areas: A rural area is defined as any one of the following:

- Projects that benefit rural areas or towns outside of urban areas. Per the 2020 Census, an urban area is densely settled core of census blocks that encompasses at least 2,000 housing units or has a population of at least 5,000.
[\[https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html\]](https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html)
- Projects that are outside of a metro service area including all non-metro counties per the 2020 Office of Management and Budget (OMB).
[\[https://www.census.gov/programs-surveys/metro-micro.html\]](https://www.census.gov/programs-surveys/metro-micro.html)
- Projects that are outside of a metro service area including all metro census tracts with Rural-Urban Commuting Area (RUCA) codes 4-10 per the USDA's 2010 RUCA dataset. Note: Dataset may be subject to update when 2020 RUCA codes are released.
[\[https://www.ers.usda.gov/data-products/rural-urban-commuting-area-codes/\]](https://www.ers.usda.gov/data-products/rural-urban-commuting-area-codes/)
- Projects that are outside of a metro service area including large area Metro census tracts of at least 400 sq. miles in area with population density of 35 or less per sq. mile with Rural-Urban Commuting Area (RUCA) codes 2-3 per the USDA's 2010 RUCA dataset. Note: Dataset may be subject to update when 2020 RUCA codes are released.
[\[https://www.ers.usda.gov/data-products/rural-urban-commuting-area-codes/\]](https://www.ers.usda.gov/data-products/rural-urban-commuting-area-codes/)

Tribal:

- A property located in a Native Lands Area (NLA) according to the new CRA guidance or located on Hawaiian Home Lands as designated under the federal Hawaiian Homes Commission Act of 1920.
- Borrower(s) that are members of a state- or federally-recognized tribe, members of a homestead beneficiary association as defined in 43 CFR Part 47.6, or shareholders of an Alaska Native Regional or Village Corporation.

ATTACHMENT A - CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS

CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS

On behalf of _____,
(Name of Organization)

I, _____, hereby certify that I have exercised due
(Your Full Name)
diligence in the preparation of the response to this Request for Proposal (RFP). My certifications with regard to the Proposal include and incorporate all of the Attachments thereto.

To the best of my knowledge and belief:

- i. The information provided in the Proposal is accurate and reflects the current state of our capabilities, qualifications, and offerings.
- ii. I have thoroughly reviewed and ensured the completeness of all required documents, including attachments and supporting materials.
- iii. All statements made in the Proposal are truthful, and there is no intent to deceive or mislead the requesting entity.
- iv. The Proposal complies with all guidelines, specifications, and requirements outlined in this RFP documentation.
- v. I have authority to sign on behalf of and bind the above-named organization.

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

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

ATTACHMENT B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION¹

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

On behalf of _____,
(Name of Organization)

I, _____, hereby certify, under penalty of perjury and to
(Your Full Name)
the best of my knowledge and belief, that:

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

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

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

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

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

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

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

¹ 48 CFR § 52.203-2.

ATTACHMENT C - BYRD ANTI-LOBBYING CERTIFICATION²

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

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

The responding organization listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the responding organization 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: **Energy-Efficient Mortgage Sales RFP #1**

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

² Source: <https://www.state.gov/key-topics-bureau-of-democracy-human-rights-and-labor/lobbying-disclosure-and-certification/>.

**ATTACHMENT D - REQUIRED TERMS AND CONDITIONS, AS APPLICABLE, FOR CONTRACTS SUPPORTED
BY FEDERAL FUNDS**

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

NON-DISCRIMINATION

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS³

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)⁴

Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-

³ Appendix II to 2 CFR Part 200, subsection (L); 2 CFR § 200.322.

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

Federal award.

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS⁵

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.).
2. Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF \$100,000 WHEN LABORERS OR MECHANICS ARE USED)⁶

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

⁵ Appendix II to 2 CFR Part 200, subsection (G).

⁶ Appendix II to 2 CFR Part 200, subsection (E); 40 U.S.C. § 3702 and 3704.

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 RIGHTS⁷

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.

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE)⁸

Contractor and any sub-contractor are each prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in connection with the services provided under this contract.

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). In addition, Contractor will not use the following equipment in connection with the services provided under this contract:

- (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

⁷ 48 CFR § 27.409, 52.227-14.

⁸ Appendix II to 2 CFR Part 200, subsection (K); 2 CFR § 200.216.

- 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 MATERIALS⁹

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 INFLATION REDUCTION ACT “IRA” FUNDS)

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)¹⁰

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

⁹ Appendix II to 2 CFR Part 200, subsection (J); 2 CFR § 200.323.

¹⁰ Appendix II to 2 CFR Part 200, subsection (F).

SUSPENSION OR DEBARMENT¹¹

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.

¹¹ Appendix II to 2 CFR Part 200, subsection (H).

ATTACHMENT E - SAMPLE TERMINATION AND DEFAULT

SUSPENSION AND TERMINATION FOR DEFAULT

Self-Help Climate Capital, LLC ("Self-Help") may suspend Contractor's operations under the contract immediately by providing written notice of any default. Suspension shall continue until the default is remedied to Self-Help's reasonable satisfaction; *provided, however*, that, if after thirty (30) days from such a suspension notice Contractor remains in default, Self-Help may terminate Contractor's rights under the contract. All of Contractor's obligations to Self-Help shall survive termination of Contractor's rights under the contract, until such obligations have been fulfilled.

DEFAULT

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

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

REMEDIES FOR DEFAULT

Self-Help'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, Self-Help may exercise any remedy permitted by law.

TERMINATION FOR CONVENIENCE

Self-Help may for convenience terminate the contract, subject to the following:

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

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

TERMINATION FOR LACK OF FUNDING

Self-Help may terminate a contract if funds are not appropriated to Self-Help 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. Self-Help shall provide Contractor with thirty (30) calendar days written notice of termination, unless Self-Help 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 (if any);
- c. Perform the continued portion of the contract which is not terminated (if applicable);
- d. Take action to protect and preserve property in Contractor's possession in which Self-Help has or may acquire an interest, and, if directed by Self-Help, deliver the property to Self-Help;
- e. Deliver to Self-Help all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the confidential information of Self-Help;
- f. Promptly notify Self-Help in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
- g. Settle outstanding liabilities and proposals arising out of the termination; and
- h. If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

END OF DOCUMENT