



Creating and Protecting Ownership and Economic Opportunity

Updated: March 20, 2025

Initially posted: January 27, 2025

## **SELF-HELP CLIMATE CAPITAL, LLC**

### **FREQUENTLY ASKED QUESTIONS ABOUT WORKING WITH SELF-HELP IN CONNECTION WITH OUR GRANT UNDER THE GREENHOUSE GAS REDUCTION FUND (GGRF)**

#### **GENERAL GGRF FAQs**

**(For questions related to specific RFPs,  
please see the FAQs posted on our [website](#) adjacent to the respective RFP.)**

*Disclaimer: The information contained in these FAQs, including the Attachments, is based on our current knowledge of the program parameters. We are continually receiving updated guidance, so all information is subject to change. Thank you for your patience as we digest, translate, and disseminate new information as it becomes available.*

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#### **1) What is Climate United?**

[Climate United](#) is a coalition of three national non-profits—Climate United Fund (a subsidiary of Calvert Impact), CPC Climate Capital LLC (a subsidiary of Community Preservation Corporation (CPC)), and Self-Help Climate Capital, LLC —that are complementary in their expertise and have a shared imperative to make sure that all Americans, particularly those bearing the greatest burden from the climate crisis, participate in and benefit from the movement to reduce carbon emissions. Between them, the organizations have more than 120 years of experience directly deploying more than \$30 billion to address climate change and assist communities that are disproportionately affected by climate change.

Climate United will leverage public resources with private capital to originate, aggregate, and securitize a suite of standardized financial products for qualified projects like energy efficiency home retrofits, electrification upgrades, electric vehicle purchases, and solar installations; make direct investments into community lenders and other financial intermediaries to drive private investment into qualified projects; and develop customized financing solutions to make critical qualified projects a reality.

For more information about the Climate United coalition and the work being performed by our coalition partners under the GGRF, please visit [weareclimateunited.org/faq](https://weareclimateunited.org/faq).

**2) What are the Greenhouse Gas Reduction Fund (GGRF) and the National Clean Investment Fund (NCIF)?**

The Inflation Reduction Act authorized the U.S. Environmental Protection Agency (EPA) to implement the Greenhouse Gas Reduction Fund (GGRF) to help the US reach its climate goals while simultaneously working to promote equity and environmental justice, strengthen US economic competitiveness, and grow US energy independence. The GGRF is a \$27 billion investment designed to reduce greenhouse gas emissions and deliver important co-benefits such as lower energy costs and economic revitalization in communities that have historically been left behind.

The National Clean Investment Fund (NCIF) is one of three programs under the GGRF and was created with \$14 billion of the \$27 billion program. Climate United was selected as one of three grantees to deliver accessible, affordable financing for clean technology projects nationwide with an award of \$6.97 billion.

The two other programs that are a part of the GGRF are the \$6 billion Clean Communities Investment Accelerator and the \$7 billion Solar for All program.

**3) What Self-Help entity is the recipient of the NCIF grant funds?**

Self-Help Climate Capital, LLC, a North Carolina limited liability company, is a subrecipient of an NCIF grant award from the prime recipient, Climate United Fund.

**4) The Request for Proposals for [X services] contains terms that state “Selected Proposer(s) agrees to be bound by all applicable federal, state, and local laws, regulations, and any and all EPA required terms and conditions incorporated into any agreement(s) executed between Proposer and Self-Help.”**

**What are those terms and conditions?**

See ATTACHMENT A to GENERAL GGRF FAQs attached to this document for the specific terms and conditions which must be included in each contract involving GGRF funds. Please note that, in many circumstances, these terms and conditions or some portion thereof *may not be applicable* to the services for which Proposer is contracted.

**5) Given the current circumstances of the Greenhouse Gas Reduction Fund Program awards, does SHCC still intend to procure these services?**

Yes. SHCC is continuing the RFP process to identify potential transaction partners to further the goals of the GGRF grant. We will be performing due diligence review of potential partners through the RFP process, and working towards finalizing contracts, so that we are well-positioned to deploy funds at such time that the freeze on the grant funds is lifted.

## **ATTACHMENT A to GENERAL GGRF FAQs**

### **REQUIRED TERMS AND CONDITIONS, AS APPLICABLE, 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 RFPs that are supported by federal funds, in whole or in part, during the life of the contract(s). As used herein, “Contractor” shall refer to the selected Proposer and “contracting entity” shall refer to Self-Help Climate Capital, LLC.

**FEDERAL COMPLIANCE** Contractor acknowledges that federal funds will be used to fund all or a portion of the contract. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, but is not limited to, all 2 CFR 200 requirements, and any Inflation Reduction Act (IRA) requirements and guidance established by the United States Department of the Treasury and/or the EPA for IRA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law, Greenhouse Gas Reduction Fund, and Urban Area Security Initiative (UASI) funding 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 PROCUREMENTS<sup>1</sup>**

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.

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<sup>1</sup> Appendix II to 2 CFR Part 200, subsection (L); 2 CFR § 200.322.

### **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)<sup>2</sup>**

Contractors that apply or bid for an award exceeding \$100,000 shall file the required anti-lobbying 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-federal award.

### **CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS<sup>3</sup>**

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)<sup>4</sup>**

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

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<sup>2</sup> Appendix II to 2 CFR Part 200, subsection (I).

<sup>3</sup> Appendix II to 2 CFR Part 200, subsection (G).

<sup>4</sup> Appendix II to 2 CFR Part 200, subsection (G).

hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* The contracting entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **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<sup>5</sup>**

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

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<sup>5</sup> 48 CFR § 27.409, 52.227-14.

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)<sup>6</sup>**

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 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<sup>7</sup>**

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

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<sup>6</sup> Appendix II to 2 CFR Part 200, subsection (K); 2 CFR § 200.216.

<sup>7</sup> Appendix II to 2 CFR Part 200, subsection (J); 2 CFR § 200.323.

- 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)<sup>8</sup>**

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

**SUSPENSION OR DEBARMENT<sup>9</sup>**

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](http://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 by 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.

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<sup>8</sup> Appendix II to 2 CFR Part 200, subsection (F).

<sup>9</sup> Appendix II to 2 CFR Part 200, subsection (H).

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.



## **SAMPLE TERMINATION AND DEFAULT TERMS**

### **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.