

State of Vermont
Agency of Commerce & Community Development
Department of Housing & Community Development
Division for Historic Preservation
National Life Building – North, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

Request for Proposals (RFP)

Chimney Point HVAC/Plumbing Services

The Agency of Commerce and Community Development, Division for Historic Preservation is seeking written bid proposals from individuals or firms to provide plumbing, HVAC, and water systems repair and maintenance services for the Chimney Point, State Historic Site.

Key RFP Events	Date & Time
Pre-Bid Meeting: *	June 21, 2022 at 9:00 AM
Questions Due: **	June 24, 2022 at 3:00 PM
Proposals Due:	July 1, 2022 at 3:00 PM

* **Pre-Bid Meeting.** A non-mandatory, on-site, pre-bid meeting will be held at the Chimney Point State Historic Site at 8149 VT Route 17W in Addison, VT 05491. The pre-bid meeting is scheduled for June 21, 2022 at 9:00 a.m.

** **Questions.** Any bidder requiring clarification of any section of this Simplified Bid must submit questions in writing to: ACCD.Contracts@vermont.gov by June 24, 2022 at 3:00 p.m. Once questions are compiled and responded to, all known bidders of interest will be sent the responses via email.

State Point of Contact	
Name:	Romana Kurevija
Email:	Accd.contracts@vermont.gov

1. **Scope of Work.**

- 1.1 The Vendor will provide plumbing, HVAC, and water systems repair and maintenance services for the Chimney Point, State Historic Site.
- 1.2 The Vendor will provide services on a routine and/or otherwise necessary basis for the continued operation of the State-owned Historic Site.
- 1.3 The Vendor will provide services that include but are not limited to: upon verbal or written request by assigned staff, provide personal services for routine and/or otherwise necessary maintenance and repair work for plumbing, HVAC, and water systems for the Chimney Point (Addison) State Historic Site and for twice yearly septic system switch work.
- 1.4 The Vendor will provide trouble-shooting, problem-solving, and other related services as requested.
- 1.5 The Vendor will provide verbal or written estimates for service, as appropriate and as requested, and will receive authorization to work from assigned staff prior to conducting work.
- 1.6 The Vendor will provide receipt backup for all parts and materials included on invoices to the State to be eligible for reimbursement.
- 1.7 The Vendor will respond to requests for services within a 24-hour response time by telephone or in person to the specific site, to determine level of urgency and needed reaction time. Status urgency levels will be as determined and agreed upon by State assigned staff and Vendor.
- 1.8 The Vendor will provide services determined to be an “Emergency” within a 24-hour time period.
- 1.9 The Vendor will conduct non-emergency services with scheduled visits within a reasonable time period for such services.
- 1.10 The Vendor will carry themselves in a professional manner and have consideration, and respect for the historic site, staff, public, and the onsite apartment tenant while providing services.
- 1.11 The Vendor will have an understanding of the historic site and will work to maintain its historic character in all services provided at the site.
- 1.12 The Vendor awarded a contract will be evaluated during and at the end of the contract term on work performance under this contract.

2. **Selection Criteria.**

- 2.1 The State has sole discretion to select any number of Vendors to perform these or similar services. The following criteria will be used to evaluate proposals submitted in response to this Request for Proposals:

Criteria	Consideration
Experience and Background	35%
Cost	15%
References	20%
Ability to Meet the Deadline	30%

3. **Bid Submissions.**

- 3.1. **Proposal Form.** Please use the proposal form provided to respond to the RFP:
- 3.2. **Experience and Background.** Provide a succinct description of your company, its size and resources. Describe experience relevant to the proposed project and list all current or past State projects. If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.
- 3.3. **Cost.**
 - 3.3.1. **Hourly Rate.** Bidders shall provide an hourly rate for each staff assigned to this project. All expenses associated with the “cost of doing business” should be included as part of the Bidder’s hourly rate.
 - 3.3.2. **Expenses.** Expenses will not be reimbursed.
- 3.4. **References.** Provide the names, addresses, and phone numbers of at least two companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance
- 3.5. **Certificate of Compliance:** This form must be completed and submitted as part of the response for the proposal to be considered valid. The “Standard State Provisions for Contracts and Grants” is attached to this RFP to provide bidders an awareness and understanding of the State’s standard terms.

4. **Submission Instructions.**

- 4.1 **Submission.** Please convert and combine the Proposal Form, Certificate of Compliance and other supporting documents you wish to include, into one (1) PDF file format document and save using the following naming convention: <<**Vendor Name-Chimney Point HVAC and Plumbing Service RFP**>>. Please email to the point of contact identified on the cover

PROPOSAL

1. Bidder’s Price Proposal:

1.1. Price proposal must be valid for a minimum of 30 days.

1.2. *Price Proposal.* The base contract term is two years. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods. These rates are inclusive of all fees and expenses including mileage and travel time. Upon contract renewal (extension), on each anniversary of the Contract Start Date, the hourly rates shall be increased by the unadjusted percentage change for the twelve (12) months prior, from the Consumer Price Index (CPI) reporting data. Should the percentage change be negative, the State reserves the right to adjust the yearly contract amount accordingly:

2. Hourly Rates:

	Job Title	Work Hours Hourly Rate	Emergency Hourly Rate	Holidays Hourly Rate
1.		\$ _____	\$ _____	\$ _____
2.		\$ _____	\$ _____	\$ _____
3.		\$ _____	\$ _____	\$ _____

Subcontractor Hourly Rates:

	Job Title	Work Hours Hourly Rate	Emergency Hourly Rate	Holidays Hourly Rate
1.		\$ _____	\$ _____	\$ _____
2.		\$ _____	\$ _____	\$ _____
3.		\$ _____	\$ _____	\$ _____

***Any subs (and their hourly rates) must be identified at the start of any project and as part of the quoted work estimate; the State reserves the right to waive to require subcontractors to identify their rate.**

3. **Material Mark-up:** The State will not consider a material mark-up exceeding 10% over Vendor’s actual cost.

4. **Sub Contractor Mark-up:** The State will not consider any mark-up exceeding 5%, by the Vendor, on any work performed by subcontractors or a subcontractor’s material mark-up in excess of the contractor’s.

4.1. The State will not consider any subcontractor’s material mark-up exceeding 10% over the subcontractor’s actual cost.

5. Invoicing:

5.1. Vendor will submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by

the State.

5.2. Work required during weekends, holidays, or outside of the typical working hours described in Attachment A section 1.8, shall be entitled to a rate increase in accordance with the rate schedule herein.

5.3 Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:

5.3.1. All invoices must include the Contract # and numbered invoice for this contract;

5.3.2. Time frame indicated of when work was performed;

5.3.3. Copy of quote originally submitted;

5.3.4. The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract; STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract #####.

5.3.5. Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;

5.3.6. Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.

5.3.7. For projects billed on a Time & Materials basis, the following additional information must be included:

Invoices shall include description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);

Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work.

References: Please submit at least two (2) references for similar services provided within the last two years, or attach written references:

1. **Name:** _____ **Phone:** _____
email _____

2. **Name:** _____ **Phone:** _____
email _____

CERTIFICATE OF COMPLIANCE

This form must accompany your Bid

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

1. **Non-Collusion:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
2. **Terms:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP and Contract Attachments contained herein and listed below:
 - 2.1. [Attachment C-Standard State Provisions for Contracts and Grants](#). Please be aware, Section 8 contains insurance provisions that the awarded bidder is required to procure and maintain throughout the duration of the contract.
3. **Vermont Tax Certificate:** To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113
4. **Bidder Information and Certifying Signature:** In signing this bid, the bidder certifies under the pains and penalties of perjury that the individual or company is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes owed the State of Vermont.

Vendor Name: _____ Contact: _____
Address: _____ Telephone: _____
City/State/Zip: _____ Fax: _____
email: _____
Vendor Website: _____
Signature: _____ Date: _____
Printed Name: _____

(End of Certificate of Compliance)

ATTACHMENT C – STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits

listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors'

workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by

the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)