

Agency of Commerce and Community Development Department of Housing & Community Development Division for Historic Preservation National Life Building – North, 6<sup>th</sup> Floor One National Life Drive Montpelier, VT 05620-0501 accd.vermont.gov

# Request for Proposal (RFP)

# Old Constitution House National Register Nomination Amendment

<b>Key RFP Events</b>	Date & Time
<b>Issue Date:</b>	April 23, 2024
<b>Bidder's Conference:</b>	n/a
<b>Questions Due:</b>	May 2, 2024 by 4:30 PM EDT
<b>Proposals Due:</b>	May 15, 2024 by 4:30 PM EDT

Please be advised all notifications, releases, addenda associated with this RFP will be posted at the following website referencing the same RFP title:

https://accd.vermont.gov/about-us/bidding-opportunities

The State will not notify interested parties with updated information. It is the bidder's responsibility to periodically check the web site above for all notifications, releases and addenda pertaining to this RFP.

State Contact: Michele Snyder
Telephone: (802) 461-5224

email: Accd.contracts@vermont.gov



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#### 1. OVERVIEW

- 1.1. *Purpose*. Through this Request for Proposal (RFP) the Agency of Commerce & Community Development, Department of Housing & Community Development, Division for Historic Preservation (hereinafter the "State") intends to establish contracts with one or more companies that can provide an amendment to the 1971 National Register of Historic Places registration form for the Old Constitution House State Historic Site in Windsor, Vermont.
- **1.2.** Contract Period. Contracts arising from this RFP will be for a period of one (1) year with an option to renew for up to one additional twelve-month period. The State anticipates the start date will be June 1, 2024.
- **1.3. State's Single Point of Contact.** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- **1.4.** *Bidder's Conference.* A bidders' conference will not be held.
- 1.5. Question and Answer Period. Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <a href="https://accd.vermont.gov/about-us/bidding-opportunities">https://accd.vermont.gov/about-us/bidding-opportunities</a>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- **1.6.** Changes to this RFP. Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <a href="https://accd.vermont.gov/about-us/bidding-opportunities">https://accd.vermont.gov/about-us/bidding-opportunities</a>. Verbal instructions or written instructions from any other source are not to be considered.
- **1.7.** Assistance. This project is funded in whole or in part with the American Rescue Plan Act (ARPA) Coronavirus State Fiscal Recovery (SFR) funds. If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the office of APEX Accelerator. APEX specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: https://accd.vermont.gov/economic-development/programs/ptac.
- **1.8.** The provisions of the Grant (Exhibit 1), including access and retention of records, and compliance with reporting information requests from the State to comport with the federal reporting timelines, will be passed down in any contract awarded as a result of this RFP.
- **1.9.** Vendors awarded a contract as a result of this RFP, must have a UEI and cannot be debarred federally.

## 2. PROJECT SCOPE OF WORK

- **2.1.** The State of Vermont is interested in obtaining bids to meet the following business needs:
  - The Vendor will produce an amendment to the existing National Register of Historic Places (NRHP) registration form for the Old Constitution House in Windsor, VT. This property was individually listed in the NRHP in 1971, and this project requires completion of a new registration form that updates the former documentation and incorporates new information. The property to be nominated is 1/2 acre in size and located on the west side of Main Street. It contains one building, the Old Constitution House, and related landscape features. Historic documentation is expected to include information about the original design, construction, and location of Old Constitution House; its original construction and uses, its first move and alterations in 1870; and its second move and alterations in 1914.
- **2.2.** This project work shall conform with the stipulations and timeline of the 2022 HPF Semiquincentennial Rehabilitation of the Old Constitution House grant award from the National Park Service, as they pertain to the National Register Nomination Amendment.
- **2.3.** The project work shall conform to the Secretary of the Interior's Standards for Archaeology and Historic Preservation, which includes the Standards for Evaluation, Identification, and Registration.
- **2.4.** The project work will be prepared in accordance with:
  - National Register Bulletin: How to Complete the National Register Registration Form, https://www.nps.gov/subjects/nationalregister/upload/NRB16A-Complete.pdf; and
  - National Register Bulletin: How to Apply the National Register Criteria for Evaluation, <a href="https://www.nps.gov/subjects/nationalregister/upload/NRB-15\_web508.pdf">https://www.nps.gov/subjects/nationalregister/upload/NRB-15\_web508.pdf</a>
- **2.5.** The Vendor will meet professional requirements according to the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61), <a href="https://www.ecfr.gov/current/title-36/chapter-I/part-61">https://www.ecfr.gov/current/title-36/chapter-I/part-61</a>, for architectural historian and/or historian and possess the following:
  - **2.5.1.** A thorough knowledge of and familiarity with American architectural history;
  - **2.5.2.** A thorough knowledge of and familiarity with nominating properties to the National Register of Historic Places (NRHP) <a href="https://www.nps.gov/subjects/nationalregister/index.htm">https://www.nps.gov/subjects/nationalregister/index.htm</a>;
  - **2.5.3.** Demonstrated experience in the research and description of historic resources, conducting architectural surveys, and writing historic contexts;
  - **2.5.4.** A thorough knowledge of and familiarity with researching historic properties in Vermont;
  - **2.5.5.** A thorough knowledge of and familiarity with Vermont's Revolutionary War era and the story behind the writing of the state Constitution as they pertain to Old Constitution House:
  - 2.5.6. Demonstrated writing skills; and
  - **2.5.7.** Experience with digital photography
- 2.6. The Vendor will provide a digital version of NRHP Registration Form 10-900 <a href="https://www.nps.gov/subjects/nationalregister/national-register-forms.htm">https://www.nps.gov/subjects/nationalregister/national-register-forms.htm</a> (current version expires 3/31/2026) with the appropriate photographs, maps, and supporting documentation to the Vermont Division for Historic Preservation within the contract period. All materials must be prepared according to current guidance from the National Park Service.

- **2.7.** All project materials shall be reviewed by the Vermont Division for Historic Preservation. The review process includes reviewing and approving consultant selection, the consultant contract, the preliminary drafts, final draft, and other materials determined necessary during project development.
- **2.8.** Proposed timeline is as follows:
  - June 1, 2024: Project Start Date
  - September 1, 2024: First interim report due on progress to date
  - December 1, 2024: Second interim report due on progress to date
  - March 1, 2025: First draft of NRHP registration form due for review and comment
  - June 1, 2025: Final NRHP registration form due along with all supporting documentation
  - **September 2025:** Presentation of Nomination Amendment to the Vermont Advisory Council on Historic Preservation.

## 3. GENERAL REQUIREMENTS:

- **3.1.** *Pricing.* Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
  - **3.1.1.** Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
  - **3.1.2.** Cooperative Agreements. Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.2. Statement of Rights. The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
  - **3.2.1.** Best and Final Offer (BAFO). At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
  - **3.2.2.** *Presentation.* An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

- **3.3.** Worker Classification Compliance Requirements. In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
  - **3.3.1.** Self-Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
  - 3.3.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at http://bgs.vermont.gov/purchasing-contracting/forms. The subcontractor reporting form is not required to be submitted with the bid response.
- **3.4.** Executive Order 05-16: Climate Change Considerations in State Procurements. For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.
  - After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.
- **3.5.** *Method of Award.* Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.
  - **3.5.1.** Evaluation Criteria. Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

Evaluation Criteria:		
Criteria	Considerati	on %
Cost	25	<b>%</b>
Experience	35	%
References (proven success)	15	<b>%</b>
Project Portfolio	25	<b>%</b>
Total should equal 100%	100	<b>%</b>

- **3.6.** *Contract Negotiation.* Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.
- **3.7.** *Cost of Preparation.* Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- **3.8.** *Contract Terms.* The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
  - 3.8.1. Business Registration. To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office

    http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm and must obtain a
    Contractor's Business Account Number issued by the Vermont Department of Taxes

    http://tax.vermont.gov/.
  - **3.8.2.** The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
  - **3.8.3.** Payment Terms. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
  - **3.8.4.** *Quality.* If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP. At a minimum, the bid response will include a Cover Letter, Technical Response, Certificate of Compliance and Price Proposal.

## 4.1. Cover Letter.

- **4.1.1.** Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.1.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seg. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
- 4.1.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.
- **4.2.** *Technical Response.* In response to this RFP, Bidder shall address the following:
  - **4.2.1.** Provide details concerning your form of business organization, company size and resources.
  - **4.2.2.** Describe your capabilities and particular experience relevant to the RFP requirements and identify all current or past State projects.
  - **4.2.3.** Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 3.3.2 above.

- **4.3.** *References.* Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- **4.4.** *Reporting Requirements.* Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- **4.5.** *Certificate of Compliance.* This form must be completed and submitted as part of the response for the proposal to be considered valid.
- **4.6.** *Price Proposal.* Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

## 5. SUBMISSION INSTRUCTIONS:

- **5.1.** Closing Date. Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.
  - **5.1.1.** The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
  - 5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information is available upon request to the single point of contact identified on the cover of this RFP.
- **5.2.** *Bid Delivery Instructions.* All bid proposals must be submitted in digital format as described below. No hard copies, faxes or in-person delivery will be accepted.
  - **5.2.1.** Please submit proposals electronically via email to <u>ACCD.Contracts@vermont.gov</u> Bids must be received by the closing date and time found on the cover of this RFP
  - 5.2.2. The email subject line must read "<<Old Constitution House National Register Nomination RFP>> Bid Proposal"
  - **5.2.3**. The email must contain a PDF attachment of the bid OR contain a viable download link.
  - **5.2.4.** The bid document must be a single digitally searchable PDF with the following naming convention <<Vendor Name-Old Constitution House National Register Nomination RFP>> . The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.
- **6. BID SUBMISSION CHECKLIST:** For your convenience, the following check list identifies required documents for submission:
  - ✓ Cover Letter
  - ✓ Technical Response (and if applicable, Redacted Technical Response)
  - ✓ Signed Certificate of Compliance
  - ✓ Price Schedule
  - ✓ References

#### 7. ATTACHMENTS:

- 7.1 Certificate of Compliance Form (*Required with Bid Submission*)
- 7.2 Price Schedule (Required with Bid Submission)
- 7.3 Sample State of Vermont Contract Document

State of Vermont Standard Contract for Services

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants

Attachment D – Additional State of Vermont Contract & Grant Provisions

Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)

Appendix 1 – Performance Measures & Evaluation

Exhibit 1 – OCH 250th Grant Agreement 2023

Exhibit 2 – Project Description Worksheet

The sample contract document is provided to afford the bidder awareness and understanding of the State's contract format, terms, conditions and standard provisions required of the awarded bidder. Be advised, some of the terms, conditions and provisions may impact the bidder's proposal. For example (though not exclusively), "Attachment C – Standard State Contract Provisions for Contracts & Grants" outlines the insurance requirements the awarded vendor will need to procure.

## CERTIFICATE OF COMPLIANCE

This form must accompany your Bid Proposal

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. **Contract Terms.** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- **4.** Executive Order 05-16 Climate Change Self-Certification: Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1.	Bidd	er owns, leases or utilizes, for business purposes, space that has received
		Energy Star® Certification
		LEED®, Green Globes®, or Living Buildings Challenge <sup>SM</sup> Certification
		Other internationally recognized building certification
2.	Effic	er has received incentives or rebates from an Energy Efficiency Utility or Energy iency Program in the last five years for energy efficient improvements made at bidder's of business. Please explain:
3.	Pleas	se Check all that apply:
		Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double claimed by another party
		Bidder uses renewable biomass or biofuel for the purposes of thermal (heat) energy at its place of business
		Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants

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		or 02 - 22. Solidarity with the Ukrai	
4.		e list any additional practices that te change:	promote clean energy and take action to address
		energy efficiency and conservati	es that reduce waste, conserve water, or promote on. Please explain:
		1 7 1	on for a fossil fuel divestment retirement account.
		charging, electric fleet vehicles, lease incentives, etc.	preferred parking, designated parking, purchase or
		Bidder promotes the use of plug-	-in electric vehicles by providing electric vehicle

Addendum #	Dated:
agency of the real estate spa perjury, that h if no taxes are compliance w In signing this individual is in	<i>tertificate.</i> To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no rate may enter into, extend or renew any contract for the provision of goods, services or with any person unless such person first certifies, under the pains and penalties of or she is in good standing with the Department of Taxes. A person is in good standing ue, if the liability for any tax that may be due is on appeal, or if the person is in a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113. The bidder certifies under the pains and penalties of perjury that the company / good standing with respect to, or in full compliance with a plan to pay, any and all taxes Vermont as of the date this statement is made.
	on. Please provide the contact information for the bidder's primary point of contact eying deadline-driven communication, i.e., an email address that is monitored
Vendor Name:	Contact:
Address:	Telephone:
City/State/Zip:	Fax:
email:	
Vendor Website:	
Signature:	Date:
Printed Name:	Title:

(End of Certificate of Compliance)

## PRICE PROPOSAL

This form must accompany your Bid Proposal

## 1. Price Proposal Considerations.

- 1.1. Rates shall remain firm for the initial/base term of the contract, which is two (1) year. Upon mutual agreement between both parties, the term may be extended for one (1) additional 12-month period.
- **1.2.** Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State.
- **1.3.** Price quotation must be valid for a minimum of 90 days or upon contract execution :
- 1.4. Price Proposals.

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## STANDARD CONTRACT FOR SERVICES

- 1. **Parties.** This is a contract for services between the State of Vermont, Department (hereinafter called "State"), and XXX, with a principal place of business in XXX, (hereinafter called "Contractor"). Contractor's form of business organization is XXX. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
- 2. **Subject Matter.** The subject matter of this contract is XXX Detailed services to be provided by Contractor are described in Attachment A.
- 3. *Maximum Amount*. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, an annual sum of \$\$\$ not to exceed \$\$\$ over the duration of the contract term, inclusive of contract extensions contemplated herein.
- 4. **Contract Term.** The period of Contractor's performance shall be an on START DATE and end on END DATE. Upon mutual agreement, this contract may be extended for the additional twelve (12)-month period.
- 5. *Prior Approvals*. This Contract shall not be binding the ss and upon all requisite prior approvals have been obtained in accordance with current State law bull tins, and interpretations.
- 6. *Amendment.* Changes, modifications, or amen in ents to the terms and conditions of this contract shall be reduced to writing, numbered and signed to the only uthorized representative of the State and Contractor.
- 7. **Termination for Convenience.** This be tract key be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to an accepted by the State prior to the effective date of termination.
- 8. **Points of Contact**. Each Party shall esignate one primary point of contact for this Agreement. The State's point of contract is the Contract Manager. Changes or updates to points of contact shall be conveyed in writing and include, at a minimum: contact name, phone number and email. Updates and changes to the Points of Contact shall not alone warrant an Amendment to the Contract but shall be reflected when changes to the terms and conditions require an Amendment.

Party	Name	Phone	Email
State:			
Contractor:			

9. *Attachments*. This contract consists of pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/07/23)

Attachment D – Additional Standard Provisions for Contracts and Grants

Attachment E – State of Vermont – Federal Terms Supplement (Non-Construction) Appendix 1 – Performance Measures & Evaluation

- 10. *Order of Precedence*. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
  - 1. Standard Contract
  - 2. Attachment E State of Vermont Federal Terms Supplement (Non-Construction)
  - 3. Attachment C Standard State Provisions for Contracts and Grants (rev. 12/07/23)
  - 4. Attachment D Additional Standard Provisions for Contracts and Grants
  - 5. Attachment A Scope of Work
  - 6. Attachment B Payment Provisions
  - 7. Appendix 1 Performance Measures & Evaluation

## WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

	STATE OF VERMONT		CONTRACTOR	
Date:		Date:		
By:		By.		
Name:		Name:		
Title:		Title:		
Dept:				
For interna				
Distribution DeptId:	ı:			
Fund:				
Project:				
Class:				
Account:				

1. Contractor shall



#### ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified herein.

- 1. *Required Documents*. Prior to commencement of work and release of any payments, Contractor shall submit to the State the following documents:
  - a. A current IRS Form W-9 (hand-signed and dated within the last six months)
  - b. Certificate of Insurance (COI) consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and Attachment D, Section ##
- 2. **Payment Terms.** The maximum dollar amount shall not exceed \$\$\$ over the Contract term. The payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
- 3. **Payment Schedule.** (from RFP-awarded bid) Contractor shall be paid in accordance with the schedule below, submission of a satisfactory invoice and if applicable, upon satisfactory site inspection by the State's project manager.

(Placeholder for payment schedule, hourly rates, time and material iteration, etc.)

- 4. *Invoices*. Contractor shall 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 substantial the amount invoiced for payment by the State.
  - a. All invoices must include the Contract ##### or his a atract.
  - b. Invoices shall be submitted to the State tear on cally to the following email address:

# ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 7,2023

"Attachment C: Standard State Provisions for Contracts and Grants" (dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference and link as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. Should the embedded link in the document title become disabled, a copy of this document is available online at: <a href="https://bgs.vermont.gov/purchasing-contracting/forms">https://bgs.vermont.gov/purchasing-contracting/forms</a>.



#### ATTACHMENT D - ADDITIONAL STATE OF VERMONT CONTRACT & GRANT PROVISIONS

- 1. **Professional Liability Insurance**. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$100,000 per claim and \$300,000 policy aggregate.
- **2. Ownership of Equipment.** Any equipment or IT software purchased by or furnished to the Contractor/Grantee by the State under this Agreement is provided on a loan basis only and remains the property of the State.
- **?. Publications.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared in written or oral form by the Contractor/Grantee under this Agreement shall be reviewed and approved by the State prior to release.
- 4. Copyright: Upon full payment by the State, all products of the contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor/Grantee. The Contractor/Grantee will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright rademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work Ader this Contract/Grant, the Contractor/Grantee shall document and provide the state with the proterm of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted ma vri .. The Contractor/Grantee shall not use any copyright protected material in the performance of the w k under this contract that would require the payment of any additional fee not contemplated herein for prese of the same by the State. utu

(End of Little hment D)

## **STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

(Revision date: July 19, 2023)

## PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

- 1. Competitively within a time frame providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirement of section 6002 of the Solid Waste Disposal Act.

#### **CLEAN AIR ACT**

- 1. The contractor agrees to comply with all applicable candads, who or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et se
- 2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the opposite Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include the e recomments in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## FEDERAL WATER POLLUTI NON ROL ACT

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

## CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

- 2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
- 3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

#### TERMINATION FOR CONVENIENCE

#### 1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract
- d. Termination of the Contract, or portion thereof, she'll not relieve the Contractor of its contractual responsibilities for work completed and shall not elieve the Contractor's Surety of its obligation for and concerning any just claim arising of of the work performed.

## 2. Contractor Obligations

After receipt of the Notice of Terminatic and xcept as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

## 3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

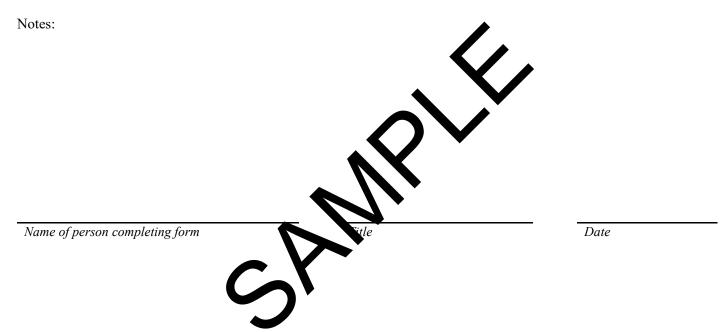
## 4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement

# APPENDIX 1 PERFORMANCE MEASURES & EVALUATION

The Contractor will be evaluated on performance of the work contained herein. Low performance scores may result in no further grants/contracts with the State of Vermont Agency of Commerce & Community Development.

PERFORMANCE MEASURES & EVALUATION						
Benchmarks/Deliverables	Needs Improvement	Met Expectations	Exceeded Expectations			
Interim progress reports with draft text for review						
First draft of NRHP form completed						
Revision of NRHP form as appropriate						
Final NRHP form submitted						
Quality supporting documentation ready for NPS submittal						



# Exhibit 1

08/31/2026

1. DATE ISSUED	MM/DD/YYYY	1a. SUPERSED	SEDES AWARD NOTICE dated			
08/31/2023		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded				
2. CFDA NO.						
15.904 - Historic	Preservation Fund	d Grants-In-Aid				
3. ASSISTANCE TY	PE Project Gran	t				
4. GRANT NO. P23AP01515-00			5. TYPE OF AWARD			
Originating MCA	#		Other			
<b>4a. FAIN</b> P23AP01	515	5	a. ACTION TYPE N	ew		
6. PROJECT PERI	OD MM/DE	D/YYYY		MM/DD/YYYY		
Fron	n 09/01/2	023	Through	08/31/2026		
7. BUDGET PERIO	DD MM/DE	)/YYYY	·	MM/DD/YYYY		
Fron	n 09/01/2	023	Through	08/31/2026		

## **NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)

54 USC §302904 Direct grants for the preservation of properties included on National Register

#### 8. TITLE OF PROJECT (OR PROGRAM)

2022 HPF Semiquincentennial - Vermont Department of Housing and Commi	unity Affairs - Rehabil	bilitation of the Old Constitution House		
9a. GRANTEE NAME AND ADDRESS  HOUSING AND COMMUNITY AFFAIRS, VERMONT DEPT OF 6 National Life Dr BLDG FL  Montpelier, VT, 05602-3389		9b. GRANTEE PROJECT DIRECTOR  LAURA TRIESCHMANN  1 National Life Drive  Montpelier, VT, 05620-0501  Phone: 8028283222		
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDERAL PROJECT OFFICER		
LAURA TRIESCHMANN		Ms. Dara Green		
One National Life Drive, Davis Building, Floor 6		Main Interior Building National Park Service		
Montpelier, VT, 05620-0501		1849 C Street NW		
		Washington, DC, 20240		
		Phone: 2023542202		
ALI	L AMOUNTS ARE	_   E SHOWN IN USD		
11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION		
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 409,960.00		
II Total project costs including grant funds and all other financial participation	II	b. Less Unobligated Balance From Prior Budget Periods \$ 0.00		
a. Salaries and Wages \$	14,779.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00		
b. Fringe Benefits\$	5,615.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 409,960.00		
c. Total Personnel Costs\$	20.394.00	13. Total Federal Funds Awarded to Date for Project Period \$ 409,960.00  14. RECOMMENDED FUTURE SUPPORT		
d. Equipment\$	0.00	(Subject to the qualibility of funds and satisfactory progress of the project):		
	3.000.00	YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS		
e. Supplies\$	3,000.00	a. 2 \$ d. 5 \$		
f. Travel\$	4,320.00	00 b. 3 \$ e. 6 \$		
g. Construction\$	313,940.00	00 c. 4 \$ f. 7 \$		
h. Other\$	1,500.00	10 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:		
i. Contractual\$	120,520.00	b. ADDITIONAL COSTS		
j. TOTAL DIRECT COSTS \$	463,674.00	00 d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)		
k. INDIRECT COSTS \$	0.00	00		
I. TOTAL APPROVED BUDGET \$	463,674.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:  a. The grant program legislation		
m Fadaral Chara	409.960.00	The grant program regulations.     This award notice including terms and conditions, if any, noted below under REMARKS.		
···· Federal Share	409,900.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall		
n. Non-Federal Share \$	53,714.00	prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.		

#### GRANTS MANAGEMENT OFFICIAL:

Cory Kegerise, Grants Management Officer

REMARKS (Other Terms and Conditions Attached -

1849 C St NW

Washington, DC, 20240-0001 Phone: 2025974189

17. VE	<b>17. VENDOR CODE</b> 0071335453		ENDOR CODE 0071335453 18a. UEI EL6KNH773XS7 18b. DUNS 135459159		19. CONG. DIST.	00	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051039964-00010	\$409,960.00	09/01/2023	08/31/2026	5140	Rehabilitation of the Old Constitution H	

O No)

Yes

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	08/31/2026	Final	12/29/2026

Performance Progress Report Cycle				
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date	
10/01/2023	03/31/2024	Semi-Annual	04/30/2024	
04/01/2024	09/30/2024	Semi-Annual	10/30/2024	
10/01/2024	03/31/2025	Semi-Annual	04/30/2025	
04/01/2025	09/30/2025	Semi-Annual	10/30/2025	
10/01/2025	03/31/2026	Semi-Annual	04/30/2026	
04/01/2026	08/31/2026	Final	12/29/2026	

## REMARKS

#### 1. Grant Agreement

between the United States Department of the Interior National Park Service and the Above-Named Recipient

## **Articles**

## 1. Legal Authority

NPS enters into this Agreement pursuant to:

- 1. 54 USC §302904 Direct grants for the preservation of properties included on National Register
- 2. Consolidated Appropriations Act of 2022, enacted as Public Law 117-103
- 3. 54 USC §3001 et seq. National Historic Preservation Act

## 2. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funds (HPF) to a State, Tribe, local government (including Certified Local Governments), institutions of higher education, or nonprofit to complete a project that assists in the preservation of National Register listed, State owned, cultural resources related to the founding of the nation. The program funds a broad range of preservation projects for historic sites including architectural services, historic structure reports, preservation plans, and physical preservation to sites in keeping with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.

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## 3. Public Purpose

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

#### 4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award.

## 5. Responsibilities of the Parties

#### 1. The Recipient agrees to:

- 1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- 2. Perform work in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and the National Historic Preservation Act.
- 3. Notify NPS of all selected subawards/subgrants. Recipients that issue subawards/subgrants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring subgrant/subaward compliance with the requirements of 2 CFR 200. The recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants. Subrecipients should understand they are subject to the requirements of 2 CFR 200.1 "Subaward"; 200.101 Applicability; 200.331 Requirements for pass-through entities.
- 4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317, as applicable. This documentation must be submitted upon request to NPS.
- 2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

## 6. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

#### 7. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

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#### 8. Award and Payment

- 1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- 2. Recipient shall request payment as applicable in accordance with the following:
  - 1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
  - 2. Requesting Advances. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same—day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  - 3. Requesting Reimbursement. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  - 4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  - 5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  - 6. Supporting Documents and Agency Approval of Payments. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- 3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

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- 4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- 5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

## 9. Reports and/or Outputs/Outcomes

- 1. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
- 2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- 3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.
- 4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

## 10. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

#### **Program Specific Requirements**

#### 1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

- 1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
- 2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines* for Archeology and Historic Preservation;

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- 3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- 4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
- 5. Review and approval of project signage to notify the public of federal involvement; and
- 6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

#### 2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

## 3. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- 1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
- 2. Administrative costs necessary to complete and administer the grant requirements;
- 3. Rehabilitation of properties;
  - 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places at the National tier of significance;
  - 2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
  - 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- 4. Cost for administering an easement/covenant for the property;
- 5. Cost for any required audits or financial requests;

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- 6. Cost for the production of project signs:
- 7. Costs for public notice of grant opportunities;
- 8. Costs associated with required training or reporting; and/
- 9. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

## 4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application <u>is not</u> approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

#### 5. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <a href="https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/">https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/</a>.

## 6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by a Semiquincentennial grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

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Cost of posting, fabricating, and erecting notification are eligible grant costs.

#### 7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

#### 8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- 1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- 2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
- 3. All consultants hired by the grantee must be informed of this requirement.
- 4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

## 9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

#### 10. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation

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Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

- If the historic property is not currently protected by a preservation easement, a
  preservation easement must be executed for the term as given in the table below per the amount of
  funding awarded.
- 2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
- 3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
US1 S50 000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement

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\$750,001+	25-year minimum preservation covenant/easement
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11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- 1. a site plan that has the north direction clearly marked;
- 2. a city/county map with the site of the property clearly labeled;
- 3. set of plans and specifications for the project;
- 4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- 5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- 6. for NHL Districts include overall views of the district from the project area; and
- 7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

## 12. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

#### 13. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission

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requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

## 14. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant—supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

## 15. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

## 16. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

#### 17. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

#### 18. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

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#### https://www.nps.gov/crgis/crgis standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained with in the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

#### 20. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

- 1. A summary statement of the priorities for funding;
- 2. Description of eligible activities for which funding is to be provided;
- 3. The total amount available, or expected to be available for subgrants;
- 4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
- 5. The deadline for submitting the completed application;
- 6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
- 7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
- 8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;

#### NOTICE OF AWARD (Continuation Sheet)

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- 9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
- 10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

- 1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- 2. Be able to comply with the proposed or required completion schedule for the project;
- 3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- 4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

- 1. Review of selected subgrants;
- 2. Review of any physical preservation work for compliance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation;
- 3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
- 4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
- 5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
- 6. Review of final executed preservation easement/covenant;
- 7. Additional requirements as determined for the grantee based on risk or program requirements.

#### 21. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

22. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

#### NOTICE OF AWARD (Continuation Sheet)

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Demonstration of effort means acceptable performance by undertaking meaningful progress on grantsupported activities and complying with award terms and conditions.

#### 23. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

#### 24. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

#### 25. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

### **AWARD ATTACHMENTS**

### HOUSING AND COMMUNITY AFFAIRS, VERMONT DEPT OF

P23AP01515-00

- 1. Environmental Certification
- 2. Product Submission Guidelines
- 3. Addenda
- 4. Project Abstract



# United States Department of the Interior

NATIONAL PARK SERVICE 1849 C Street, NW Washington, DC 20240

# ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects except development and archeological survey which must be reviewed independently: F.1 - F.6 - Actions Related to Grant Programs

Megan J. Brown

Chief State, Tribal, Local, Plans & Grants

negan 1. Brown

National Park Service

[effective as of Date Issued] (block 1, page 1)

### **Digital Product Submission Guidelines**

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the <u>Integrated Resource Management Application (IRMA)</u>, the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

#### What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT				
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports,	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)  Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)				
historic context statements, preservation plans)					
Substantive event materials (including programs, proceedings, handouts, photographs)					
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)					
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)					
Online content (including websites, story maps, and other web-based projects)					

• Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer. Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

• For additional questions about the required disclaimer, consult with your grant manager.

#### Naming files for submission:

- Name each file you will be submitting using the following naming convention: [Grant Program]\_[Fiscal Year]\_[Grantee's State Abbreviation]\_[Legal Name of Grantee or Subgrantee] [Grant Number] [Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description. Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview001.mp3 SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	AACR
Hurricanes Florence & Michael and	FYM
Typhoon Yutu Recovery	
Hurricanes Harvey, Irma, & Maria	HIM
Recovery	HBCU
Historically Black Colleges &	HPF
Universities	PBHRG
Historic Preservation Fund	SAT
Paul Bruhn Historic Revitalization	SEMI
Grants	SHPO
Save America's Treasures	THG
Semiquincentennial	THPO
State Historic Preservation Office	URC
Tribal Heritage Grants	
Tribal Historic Preservation Office	
Underrepresented Communities	

#### Required file formats and resolution standards:

- Reports and publications: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - When submitting photographs, include captions, photo credit, and a signed release form (if needed). <u>Photo release forms are available on the STLPG</u> website.
  - Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work. Refer to the NPS Documenting <u>Historic Places on Film guidelines</u> for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- Audio: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the <u>National Archives'</u> Tables of File Formats.

#### Creating an index file for your submission:

• Include this information in the index file for each product that is being submitted:

Grant Number

Subgrant Number (if applicable)

Title of Product

Filename

Product Creator(s) (give full names and their roles include up to 5 names or organizations)

Date Completed

Extent (number of pages, photographs, or length of audio/video files; use when applicable)

Description (up to 200 words)

• Save the index file as a Microsoft Word document using the following naming convention:

[Grant Program]\_[Fiscal Year]\_[Grantee's State Abbreviation]\_[Legal Name of Grantee or Subgrantee] [Grant Number] Index.docx

Ex. SHPO 18 DC GranteeHistoricDistrict P17AF00001 Index.docx

• Only submit one index per submission, including all of the products in that submission

#### **Submitting Your Files:**

- 1. Email <u>stlpg@nps.gov</u> to ask to be added to your grant folder.
- 2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
- 3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
- 4. A second e-mail from <u>no-reply@sharepointonline.com</u> with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
  - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
- 5. Click the 'Upload' button at the top of the page.
  - a. It will give you the option to either upload file(s) or a folder.
- 6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
- 7. E-mail the <a href="stlpg@nps.gov">stlpg@nps.gov</a> account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and <a href="your files will not be considered submitted">your files will not be considered submitted until this email is received.

### **Reviewing submitted files:**

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the <u>Integrated Resource Management Application (IRMA)</u>, the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

### Addenda to Grant Agreement P23AP01515

#### 1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

		Fed	eral	Rec	ipient Share	Reci	ipient Share		
Budget Item	Federal Admin	Pro	gram	Adn	nin	Prog	gram	Total	I
Personnel				\$	14,779.00			\$	14,779.00
Fringe Benefits				\$	5,615.00			\$	5,615.00
Travel						\$	4,320.00	\$	4,320.00
Supplies						\$	3,000.00	\$	3,000.00
Equipment								\$	-
Contractual		\$	96,020.00			\$	24,500.00	\$	120,520.00
Construction		\$	313,940.00					\$	313,940.00
Other						\$	1,500.00	\$	1,500.00
Indirect Costs								\$	-
Total	\$ -	\$	409,960.00	\$	20,394.00	\$	33,320.00	\$	463,674.00

#### 2. Addendum to Article VI - Statement of Work

The Statement of Work is further defined to include:

- 1. Rehabilitation of the Old Constitution House located at 16 North Main Street, Windsor Vermont 05089, per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, to include:
  - i. Architectural, engineering, and project management services
  - ii. Archaeological monitoring in areas of ground disturbance
  - iii. Mold remediation
  - iv. Restoration of historic wood windows and install new storm windows.
  - v. Repair and replace roof, gutter, downspouts, and grade for drainage.
  - vi. Upgrade mechanical systems.
- 2. NPS review and approval of all work undertaken on the resource during the period of performance, including activities funded by non-Federal sources, is required prior to commencement of said work. This include the design, materials, and methods to be utilized.

#### 3. Addendum to Article XV – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:

- Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)
- ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
- iii. Draft project sign (see Requirement for Project Sign & Public Notification)
- iv. Selected consultant qualifications (prior to signing contract)
- v. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)
  go.nps.gov/HPF-NEPA
- vi. Draft architectural and engineering plans and specifications at 75% when complete to initiate Section 106 and 110 Review and Consultation (See Compliance with Section 106 and Compliance with Section 110)
- vii. Final architectural and engineering plans and specifications at 100% when complete for NPS/SHPO/THPO approval and final grant records
- viii. Draft preservation easement/agreement (see Easement/Covenant Requirement)
- 2. The Final Report must be submitted digitally and include:
  - i. SF-245 Federal Financial Report
  - ii. Final project deliverables:
    - 1. Final Report Worksheet
    - 2. Before and after images of the project
    - 3. Copy of the executed covenant or easement
    - 4. Photo of the installed required project sign
    - 5. Archaeological monitoring report
    - Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable

#### **Project Abstract**

Grantee HOUSING AND COMMUNITY AFFAIRS, VERMONT DEPT OF

Name:

Grant

**Number:** 

P23AP01515-00

**Project** 2022 HPF Semiquincentennial - Vermont Department of Housing and Community Affairs -

Rehabilitation of the Old Constitution House Title:

**Project** 09/01/2023 - 08/31/2026

Period:

Vermont - State of Vermont Division for Historic Preservation 15.904 Historic Preservation Fund Grants-In-Aid [Semiquincentennial] SAM.gov Historic Preservation Fund Grants-In-Aid assist in the identification, evaluation, and protection of historic properties by such means as education, survey, planning, technical assistance, preservation, documentation, and financial incentives like grants and tax credits available for historic properties. Opportunity P22AS00403 – The Semiquincentennial Grant Program supports the physical preservation of a broad variety of cultural resources associated with the founding of America as a nation in commemoration of the country's semiquincentennial (250th anniversary). Beneficiaries include States, Tribes, local governments, and nonprofits as related to state-owned properties. These Grants fund physical preservation for National Register listed, State owned, cultural resources related to the founding of the nation. This project is awarded to the State of Vermont Division for Historic Preservation to support the planning and installation of mechanical systems for temperature and humidity control, mold remediation, and the restoration of windows and drainage at the historic site of the Old Constitution House.

### **EXHIBIT 2**

## **Project Description Worksheet**

The Merit Review Criteria and detailed instructions for this worksheet are provided in the application instructions, also known as the Notice of Funding Opportunity (NOFO), found in the Related Documents tab of the Grants.gov grant opportunity. The Merit Review Criteria are in **Section E1. Criteria**, and the detailed instructions are in **Section D2. Content and Form of Application Submission**.

1.	Historic Resource (Site or Collection) Name:							
2.	Historic Resource Address:  Street Line 1  Street Line 2							
	City		State	. Dantal Carla				
	County		Zip Code or Postal Code:					
3.	Does the Applicant own the hist	oric resource?	Yes	No				
4.	Type of Applicant:							
5.	Grant Program applying for:							
6.	Type of Project:							
7.	Federal Share Requested:							
	Applicant Share to Commit:  Total:							
8.	National Register Information System Number (NRIS), if applicable:							
9.	Applicant has received a previous Save America's Treasures grant:							
	Yes No							
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Criterion 1 Response Limit 6,000 characters (including spaces)

Criterion 2 Response Limit 6,000 characters (including spaces)

Criterion 3 Response Limit 6,000 characters (including spaces)

Criterion 4 Response Limit 6,000 characters (including spaces)

**Project Timeline** 

Limit 6,000 characters (including spaces)