



REQUEST FOR PROPOSAL

Financial Auditing Services

RFP# 2025-0319

RFP Timeline

Issue Date: 03/19/2025

Due Date: 04/21/2025

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Introduction and Background

Our Vision

Everyone can achieve emotional wellbeing with dignity and respect.

Our Mission

We work with individuals and families to help them achieve mental and emotional wellbeing. Our groundbreaking solutions deliver high quality services and support, when, where and how they need it. Our education and advocacy work shift policy and public opinion so mental wellbeing becomes a social responsibility and is treated with the importance it deserves. We're advancing access, dignity and respect for all and revolutionizing the system for good.

Organization Background

For over 50 years, Vibrant Emotional Health (formerly The Mental Health Association of New York City, MHA-NYC), has been at the forefront of promoting emotional wellbeing and expanding access to needed behavioral health services and supports. Vibrant Emotional Health (Vibrant), a 501(c)(3), underwent a complete rebrand a few years ago, allowing us to better articulate and extend the reach of our state-of-the-art technology-enabled services, community wellness programs, and advocacy and education work. Our new name communicates our hope for, and commitment to all who are struggling with mental health and emotional challenges, and for a culture that values and supports emotional wellbeing. As leaders, advocates, educators, and innovators in mental health services, we work every single day to help save lives and assist people in getting quality care and support. Our vision and mission reflect this commitment.

Vibrant Emotional Health (Vibrant) embodies a high tech, high touch approach to reach more people in need of care. Our contributions to the advancement of behavioral health crisis care, mental health awareness, family and youth support and emotional wellness are nationally recognized. We have led pioneering efforts to bring text, chat and other digital solutions into crisis services and have greatly expanded the types of services that can be seamlessly reached through our contact center programs. The robust administrative support from Vibrant's accomplished Technology Department and People Operations, Finance, Project Management and Quality Improvement Teams helps to facilitate the smooth operation of existing programs and services as well as the implementation of new programs.

The name change also acknowledges our growth from a local mental health organization into a nationally recognized leader in mental health care and mental health awareness. Vibrant was formed in 1969 as The Mental Health Association of New York City, a local mental health advocacy organization that grew into a national leader in delivering groundbreaking solutions that have advanced behavioral health



care and crisis services. Vibrant's four primary lines of business are: 1. Administration of National Networks; 2. Here2Help (H2H) Contact Center; 3. Community Services; and 4. Advocacy and Education/Training. Although Vibrant's work is increasingly national in reach, we continue to maintain a local footprint to deliver face to face direct community services. Vibrant is headquartered in New York City with direct service satellite sites in Manhattan, Queens, Bronx, and Staten Island and has over 750 employees.

988 Suicide & Crisis Lifeline

The 988 Suicide & Crisis Lifeline (988 Lifeline) is a national network of local crisis contact centers that provides free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week in the United States. We're committed to improving crisis services and advancing suicide prevention by empowering individuals, advancing professional best practices, and building awareness.

Purpose of the Request for Proposal

Vibrant Emotional Health (hereinafter called the "Vibrant") invites qualified independent auditors ("Auditor") with sufficient non-profit accounting and auditing experience to submit a proposal for performing an audit according to the specifications outlined in this Request for Proposal (RFP).

Term of Engagement

Vibrant intends to establish a contractual relationship with the auditor for at least three years. This agreement will include provisions for annual renewal, with each year's continuation subject to approval by the board of directors. If unforeseen circumstances arise during the audit that require additional work beyond the original estimates, any supplementary costs will be subject to negotiation before the project commences. Subsequently, Vibrant will approve a revised contract that accurately reflects these modifications. Vibrant may include additional terms and conditions in the contract during negotiations that are not part of this RFP. Vibrant reserves the right to (i) reject any or all proposals, in whole or in part, or (ii) accept the proposal that it determines is in its best interest, regardless of whether it is the lowest-priced proposal.

Subcontracting

No subcontracting will be allowed without the express prior written consent of Vibrant's internal finance team. Subcontractors may be used to perform work under this contract. If a candidate intends to use subcontractors, the candidate must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform.



The proposal must provide the following information concerning each prospective subcontractor:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing; and
5. A written Statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

No subcontractor may be used unless the above information is provided in the proposal or the project manager gives prior written approval which may be granted or denied at the project manager's discretion.

Nature of Services Required

This Request for Proposal (RFP) is issued to procure external auditing services from an independent accounting firm fully licensed to operate in the State of New York and possesses qualifications to engage with non-profit organizations.

The scope of services encompasses the execution of the following 4 annually performed audits by generally accepted auditing standards:

1. An audit of Vibrant's financial statements for fiscal years ending June 30, 2025, 2026 and 2027, in accordance with auditing standards generally accepted in the United States of America, culminating in providing an independent opinion on Vibrant's financial statements.
2. Uniform Guidance audit required by the Federal government.
3. 401(k) Plan audit
4. New York City Administration for Children's Services audit, only for FY2025.

All audits will cover federal, state, and local funding sources in accordance with generally accepted auditing standards:

- I. *Government Auditing Standards* issued by the Comptroller General of the United States;
- II. *Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* issued by the Office of Management and Budget (OMB);
- III. The Single Audit Act of 1996; and
- IV. Any other applicable procedures for the audit of a government's financial statements prepared in accordance with GAAP.



Audit services shall include preparing, reporting on, filing, and reviewing:

1. An auditor's report or opinion as to the fairness with which each financial statement presents fairly its financial position as of July 1, and for the year then ended in accordance with general accepting accounting principles (GAAP) for Vibrant. Additionally, the auditor's report or opinion should indicate that any supplemental information included as a part of the basic financial statements is fairly stated in all material respects in relation to the basic financial statements. Audited financial statements shall include the Management's Discussion and Analysis, Statement of Net Assets, Statement of Revenues, Expenses, and Changes in Net Assets, and Statement of Cash Flows (direct method) as of June 30 for the year then ended, and other statements as may be required for conformity with GAAS.
2. Internal controls relating to the financial statements and compliance with the provisions of laws, contracts, and grant agreements non-compliance with which could have a material effect of the financial statements as required by Government Auditing Standards.
3. Internal controls related to major programs and an opinion or disclaimer of opinion on compliance with the provisions of law, regulation, contracts, or grant agreement noncompliance which with could have a direct and material effect on each major program in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under the OMB (the "UAR").
4. Schedule of expenditures of federal awards
5. Compliance with the state and federal format and reporting requirements, including an audit of Vibrant's 401(k) Plan.
6. The selected auditor will also prepare and file Vibrant's annual tax returns (Form 990 and Form 990T) with the information required by section 6033.
7. The engagement partner of the accounting firm is expected to meet with the Vibrant Audit and Risk Management Committee of the Board of Directors to discuss the results of these audits.
8. The auditor may also be called upon to provide professional advice as needed. The auditor will be available to answer questions throughout the time period agreed upon in this proposal (reporting timelines for FY26-FY28), responding to inquiries promptly. As part of providing ongoing professional services to Vibrant the auditor will be required to:
 - a. Provide a timely update of changes in promulgated auditing standards generally accepted in the United States (GAAS) occurring during the contract period and the impact thereof, if any, to Vibrant of said changes.
 - b. Provide a timely update of changes in Governmental Auditing Standards Boards occurring during the contract period and the impact thereof, if any, to Vibrant of said changes.
 - c. Provide current information on prevailing industry practices.
 - d. Invite members of Vibrant's staff to participate in the firm's professional development seminars and/or technical libraries.

Deliverables

The Vibrant expects that a successful proposal will state that the auditor will:

- Conduct the audit in a timely manner such that all necessary financial and compliance information (adjusting journal entries in final form for proofing and reconciliation) for all funds is completed and presented to the Finance Department, no later than [date] each year, to enable Vibrant to prepare its CFR. If Vibrant fails to provide schedules and documents prepared by the Finance Department staff at the agreed upon time, above time frames will be appropriately extended.
- Communicate with Vibrant's Finance Department on the audit status monthly and notify them of any delays that could affect the timely completion of the audit.
- An auditor's report on the Vibrant's financial statements that expresses an opinion on whether the financial statements present fairly the financial position of the organization and the related statements of activities and cash flow in conformity with generally accepted accounting principles.
- An auditor's report concerning the review of the Vibrant's "Federal Programs".
- If applicable, an auditor's report to the Vibrant's Audit and Risk Management Committee and Finance Committee, including recommendations designed to help the college improve internal controls and achieve further operational efficiencies.

Date Requirements

Vibrant will provide accrual basis information for preparation of the financial statements (trial balances) and other appropriate supporting documentation as of June 30, 2025 and for the year then ended for each of the fiscal years covered by this proposal. Said information will be available for the auditor's review by the final visit to Vibrant of each year (see dates below).

The auditor shall forward an electronic "draft" copy of each document for preliminary review of the audit reports, the management letters, or other comments or suggestions, and any other findings. These electronic documents shall be made available to Vibrant's Chief Executive Officer and the Chief Financial Officer no later than 4 weeks before the final audit completion date. Following the preliminary electronic review and prior to the final presentation to the Vibrant Board of Directors, the auditor may be required to meet with the Chief Executive Officer and Chief Financial Officer to review the audit reports, the management letters, or other comments or suggestions, and any other findings

The audit and filing completion dates shall be in accordance with the laws and regulations as required by state and federal statutes. It has been determined by Vibrant that the following timeline is required to meet the various completion dates:

1. Auditor to attend a virtual preliminary visit with Vibrant between August and September.
2. An External Audit Report, with opinions mentioned above, for Vibrant due on or before October 15.
3. Auditor to file Form 990 Return of Organization Exempt from Income Tax, with required documentation on or before November 15, for Vibrant.
4. UG audit on or before the Tuesday before Thanksgiving
5. ACS audit on or before the Tuesday before Thanksgiving
6. 401(k) Plan for Vibrant on or before January 31

For each fiscal year covered by this proposal, the completion date will be the same months and days listed above following the end of the fiscal year under review, unless that day falls on a Saturday or Sunday, or government holiday, in which case the completion date is the preceding business day at 5:00 p.m., or earlier, if required by the State of New York, and will NOT be extended unless meeting criteria mentioned above. The completed external audit report must be presented by an authorized officer from the audit firm to the Vibrant's Board of Directors meeting(s) to be determined at a later date, but to be no later than the November Audit Committee meeting. The same timeline shall apply for the other FY years mentioned in this proposal. These deadlines will NOT be extended except within the exceptions explicitly outlined above. Audit firms submitting proposals must have full intentions of meeting these deadlines.

Proposal Requirements

The format outlined below must be followed. Each section (I-XI) must be labeled in conformity with the titles used below. Please provide concise responses, limiting the proposal, including exhibits, to no more than 25 pages in length.

I. Executive Summary

This section is to contain a summary of the key points of the proposal. The summary should include the proposed implementation schedule and fee quotations as well as a brief summary of how your firm differs from other firms being considered and why our selection of your firm would be the best decision for Vibrant.

II. Firm Profile

This section should address the firm's qualifications for this engagement. The following table should be included in your response.

III. Related Client Experience

Provide a summary of similar clients (colleges or other similarly sized and non-profit organizations) in support of the firm's proposal. Include a list of at least five client references with contact names, addresses, telephone and facsimile numbers. Please also include the five largest clients your firm/office has lost in the past three years and the reasons.

IV. Audit Plan

Provide a detailed explanation of the proposed audit plan. Include the following five sections:

- Scope of Services
- Steps to be performed
- Expected involvement of Vibrant staff (financial and information services including estimated hours and tasks to be performed)
- Automated tools to be used
- Reporting and format

V. Proposed Audit Schedule

Provide a timeline that explains the steps from engagement to reporting, including proposed completion dates and estimated hours.

VI. Proposed Audit Team and Credentials

Provide detailed information about the staff who will be assigned to the audit engagement including names, related client experience, education, skills, licensing and credentials, and home office. For reference purposes, provide the names and contact information for other, similarly sized clients of the partner and manager who will be assigned to our organization.

VII. Audit Fee

Provide a binding fee estimate for the audit engagement detailed in the following format. Firms are asked to provide fee estimates for a three-year period although it should be understood that the selected firm will receive an annual appointment.

VIII. Standard Engagement Letter

Provide a copy of the engagement letter that will be used for Vibrant's audit engagement and discuss and provide a copy of any liability limitation language that will be required. By submitting a proposal, the firm acknowledges that all of the terms and conditions and requirements of this RFP have been read and understood and will be a part of the engagement agreement. Compliance with the terms and conditions and requirements will be assumed if not otherwise noted in the submittal.

IX. Peer Review Report

Include a copy of your firm's most recent peer review report, the related letter of comments, and the firm's response to the letter of comments.

X. Transition

Indicate the approach to be taken, time involved, handling of start-up costs as well as unanticipated events and other extra costs. Indicate your requirements for access to working papers and cooperation with predecessor auditors.

XI. Other Relevant Information

Provide any additional information that the firm wishes to include for consideration.

Vendor Qualifications

Due to the specialized nature of accounting and financial reporting for non-profit organizations, qualifying firms must meet the following minimum requirements:

- Registered to practice in the State of New York.
- Maintain office(s) in the contiguous 48 states.
- Have at least 5 years' experience as a firm with at least five other comparable clients (similarly sized non-profit organizations).
- Assign the Vibrant engagement staff members who have experience with audits in non-profits.
- Comply with Federal Laws regarding equal employment opportunity.
- Be of sufficient size that Vibrant's engagement does not compromise either the firm's independence or its appearance of independence.
- Be capable of performing a full range of audit and tax services, specifically including all of the reports and returns described previously in this document.

RFP Process and Rules of Participation

A. RFP Process:

1. Questions. Substantive questions regarding the Scope of Services must be received by email before the date and time in the RFP Timeline on the cover page and by the RFP contacts listed on the last page of the RFP. Questions not timely received by the RFP contacts are not guaranteed a response. Emails sent to the RFP contacts must include the RFP Number as written in this document in the Subject Line.
2. Information session. Pre-proposal information session call is on a case-by-case basis and not mandatory.
3. Submission. Proposers shall submit the Proposal Package in PDF format by the time and date set forth in the RFP Timeline. Proposers must submit a Proposal by email to the RFP contacts and the Proposer must require and receive confirmation of receipt.

Anticipated RFP Timeline:

Event	Due Date
Request for Proposal (RFP) Issued	3/19/25
RFP Questions Due from Vendors by 5pm	4/2/25
RFP Q&A Responses from Vibrant by 5pm	4/9/25
RFP Due Date from Vendors by 5pm	4/21/25
Evaluations of RFP Responses Completed	TBD
Interviews with 3 Top Candidates of evaluated RFP respondents	TBD
Selected Vendor Notification	TBD
Contract Award Announcement to Selected Vendor	TBD

Vibrant reserves the right to modify this timeline at its sole discretion.

Evaluation Criteria

Proposals will be evaluated on the following criteria:

1. Experience and Qualifications – Commitment to Governmental Accounting and Auditing: Have a diversified client base and have a demonstrated commitment to nonprofits so that the needs and requirements Vibrant are not unique to the firm, including a level of local and national.
 - a. Prior Year Audit Experience: Demonstrate past performance as illustrated by examples of audits performed for comparable nonprofit organizations in New York during the past three (3) years. experience in developing and performing audit procedures and/or tests for nonprofit institutions or similar clients. A list of such clients for which similar audits have been performed should be included.
 - b. Qualifications of staff to be assigned to the audit: Provide evidence of qualifications, experience, and established independence of the principals, and commitment of principal time to the audit. Show evidence of audit experience of a nonprofit organization or similar governmental entity of comparable size and complexity by any partner, Principal/Manager, and In Charge Supervisor/Senior.

2. **Audit Approach:** An overall description of the techniques by which the firm intends to complete the objectives/requirements of the audits should be included. Possess broad-based technical support in areas such as audit, tax, MIS, consulting, etc. Demonstrate knowledge of all local, state, and federal tax, audit, and grant requirements deemed necessary by law. Time required to complete the audits, including (1) ability to complete audits by specified completion dates and (2) bids which specify that later completion dates will not be considered.
3. **Certified Small/Minority/Women Owned/Locally Owned Business Enterprises**
4. **Professional Fees Cost.**

Evaluation Criteria	Weight (%)
Experience and Qualifications –Commitment to Governmental Accounting and Auditing	40
Audit Approach	30
Certified Small/Minority/Women Owned/Locally Owned Business Enterprises	10
Professional Fees Cost	20
Total Points	100

No Contractual Relationship

Nothing contained in this RFP creates, nor shall be construed to create any contractual relationship between Vibrant and any Vendor. Vibrant makes no commitment in or by virtue of this RFP to purchase any services from any Vendor. Nor does receipt of any Vendor's quotation place Vibrant under obligation to enter an agreement to purchase supplies/services ("Agreement") with that or any other Vendor. Such Agreement shall be in a form acceptable to Vibrant's legal counsel and shall be signed by both parties. The Vendor agrees, however, to incorporate its representations set forth in its response to this RFP concerning performance into the Agreement. Each response shall constitute an offer, which remains valid for a minimum period of 90 days after the submission date. Any response submitted by a Vendor is subject to review and negotiation by Vibrant's procurement manager and legal counsel.

Vibrant Contact

Direct inquiries and proposals via email to:

Jay Bergel

Senior Buyer, Procurement

jbergel@vibrant.org



Appendix: A
Cost Proposal Form

Vibrant retains the right to change the project items and services to align with its budget, utilizing the rates provided. A detailed fee schedule must be provided by the firm, outlining the total cost of services.

1	Lump Sum	Hours		Rate		Project Cost	Total
		0.00	X	\$ -	=	\$ -	\$ -
	Direct Cost: (If Applicable)	Hours		Rate		Project Cost	Total
	<i>Name, Title, Function</i>	0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
SUBTOTAL						\$ -	\$ -
2	Subcontractor Cost: (If Applicable)					\$ -	\$ -
3	Travel Cost: (If Applicable)					\$ -	\$ -
4	Miscellaneous Costs: (If Applicable)					\$ -	\$ -
TOTAL COST						\$ -	\$ -



Appendix: B
Certificate of Non-Discrimination

The governing board of _____ maintains the following policy of non-discrimination: (Name of Organization)

1. No person is excluded from agency programs or benefits because of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

2. There is no discrimination on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation or any other characteristic protected by law with regard to hiring, assignment, promotion or other conditions of staff employment.

3. There is no discrimination on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation or any other characteristic protected by law on the agency's governing body.

I certify that the practices of this organization conform to the policy of non-discrimination stated above.

Official Name of the Organization: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

**Vibrant Emotional Health will not knowingly support organizations, projects and programs that discriminate in their employment practices or delivery of programs or services based on race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law. We therefore require that all suppliers submit a signed Certificate of Non-Discrimination confirming compliance with all applicable local, state, and federal anti-discrimination laws.*



Appendix: C

Certificate of Debarment

- 1.** The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its principals:
 - A.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B.** Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

- 2.** The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A.** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B.** The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C.** A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the



Proposer non- responsive.

- D.** Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- E.** The certification in paragraph (a) of this provision is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Name of Vendor, Contractor, or Subgrantee: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____



Appendix: D

General Contract and Terms

The Contractor understands that this Agreement with Vibrant Emotional Health ("Vibrant") and the thereunder Project is funded in whole or in part with federal financial assistance. The Contractor understands and acknowledges that such federal financial assistance requires the inclusion of certain terms and conditions and the compliance with certain laws and regulations.

As such, the following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1. Notes:

- i. "Contract" means the Agreement for which this Addendum applies.
- ii. "Contractor" is as defined above.
- iii. "Subcontract" means any contract placed by Contractor with any third party in performance of this Contract.
- iv. "Subcontractor" means any third party the Contractor enters into a Subcontract with.

2. Instructions:

- i. a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Contractor to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through Vibrant. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice too Vibrant.
- ii. b. In addition to complying with the terms set forth herein, Contractor shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3. Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts as Stipulated Below in Parenthesizes:

- i. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, this Contract and all Subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- ii. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3148) – All prime construction contracts in excess of \$2,000 awarded by Vibrant will comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29



CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The contractor must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- iii. Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701–3708) – All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- iv. Rights to Inventions Made Under a Contract or Agreement – All contracts with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under a “funding agreement—as defined” under 37 CFR § 401.2 (a)—Vibrant and any contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- v. Clean Air Act (42 U.S.C. §§ 7401–7671) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387) – All contracts in excess of \$150,000 require compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- vi. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority



other than Executive Order 12549. The Contractor, by executing this Agreement, certifies that it is not presently suspended, debarred, proposed for debarment or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment or otherwise excluded by the federal government, the Contractor shall immediately notify Vibrant.

vii. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – The Contractor and Subcontractors who apply or bid for an award of \$100,000, upon acceptance of the contract certify their compliance with the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Vibrant.

viii. Procurement of Recovered Materials – Vibrant, Contractor and Subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ix. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Vibrant and Contractor or Subcontractor pursuant to a Federal award are prohibited from obligating or expending Federal funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). This prohibition extends to: (1) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), (2) telecommunications or video surveillance services provided by such entities or using such equipment, and (3) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



x.Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, Vibrant will, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this provision, (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Document Retention and Access to Records – Vibrant, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

1. The Contractor shall retain all required records for a minimum of three (3) years after receiving final payments and all other pending matters are closed. At the conclusion of the aforementioned retention period, under no circumstances will Contractor dispose of or destroy any required records before obtaining the written approval of Vibrant. Contractor must provide Vibrant sixty (60) days written notice of its request to destroy any required records. Vibrant reserves the right to have copies of all such documents produced for Vibrant and at Vibrant’s expense, prior to Contractor’s disposal or destruction of such documents.

2. The failure on the part of Contractor to adequately conform to the record keeping process in compliance with this term, including the notification of destruction, shall serve as a basis to allow Vibrant to recover any monies not ultimately recovered from and/or reimbursed by the federal government as a result of a lack of relevant supporting documentation.

xii. Contractor acknowledges that Federal grantor agency financial assistance will be used to fund all or a portion of the Contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Federal grantor agency policies, procedures, and directives.



Emotional Health

APPENDIX E

CLIENT REFERENCE FORM

Provide (3) client references from recent similar Projects.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____