

Mini-Grant Subaward Agreement

Pass-Through Entity (PTE): The Pennsylvania State University	Subrecipient:								
PTE Project Director: Tanna Pugh	Subrecipient Project Director:								
PTE Award No: 291342	Subaward No.:								
Awarding Agency: COP: Department of Environmental Protection (Federal Awarding Agency: U.S. Environmental Protection Agency)	Reporting Requirements: See Attachment 5								
Subaward Period of Performance: *Period of Performance End Date or submission of Final Invoice, whichever occurs first, shall constitute Subrecipient's completion of the project.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Grant Amount Funded:</td> <td style="width: 50%;"></td> </tr> <tr> <td>Community Benefits Bonus Amount Funded:</td> <td></td> </tr> <tr> <td>Fair Labor Bonus Amount Funded:</td> <td></td> </tr> <tr> <td>Cost Sharing Amount:</td> <td>*The Cost Sharing Amount set forth is subject to reduction by any verified and reimbursed bonus award payments, as described in Section 4.</td> </tr> </table>	Base Grant Amount Funded:		Community Benefits Bonus Amount Funded:		Fair Labor Bonus Amount Funded:		Cost Sharing Amount:	*The Cost Sharing Amount set forth is subject to reduction by any verified and reimbursed bonus award payments, as described in Section 4.
Base Grant Amount Funded:									
Community Benefits Bonus Amount Funded:									
Fair Labor Bonus Amount Funded:									
Cost Sharing Amount:	*The Cost Sharing Amount set forth is subject to reduction by any verified and reimbursed bonus award payments, as described in Section 4.								

Project Title: Reducing Industrial Sector Emissions in Pennsylvania (RISE PA) Program

Terms and Conditions

- 1) PTE hereby awards a cost-reimbursable Subaward to Subrecipient. The Statement of Work and Budget for this Subaward are as incorporated in Attachment 3. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of the PTE.
- 2) Amount Funded shall be paid by PTE to Subrecipient in accordance with the Invoice format included as Attachment 4 within thirty (30) days upon receipt of properly submitted Final Invoice. This invoice will include cumulative costs incurred by expenditure category (including cumulative cost sharing), marked "FINAL". The final statement of costs shall constitute Subrecipient's Final Financial Report and the completion of the project.
- 3) Period of Performance End Date or submission of a Final Invoice, whichever occurs first, shall constitute Subrecipient's completion of the project. Subrecipient shall be reimbursed for costs incurred at completion of the project. Final Invoice must be submitted to PTE's Financial Contact, at the invoice email address as shown in Attachment 2-A, not later than sixty (60) days after the Subaward Period of Performance End Date.
- 4) Payment shall be contingent upon the Subrecipient's submission of all required supporting documentation and Subrecipients full compliance with the terms and conditions of this subaward. This includes, but is not limited to, zero-dollar invoices indicating completion of work, photographs of installed equipment, verification of operability, and adequate proof of payment.

 Proof of payment is required for all reimbursement requests. Payments under this agreement will be made to the Subrecipient for reimbursement of expenditures for work completed under this agreement, if verified by the PTE upon review of submitted receipts, invoices, or other appropriate original documents showing proof of payment for all eligible and allowable costs. Payment documentation must be submitted with the final invoice. Subrecipients will be reimbursed for 50% of the eligible total project costs incurred not to exceed the amount listed above.

 Subrecipients who meet the applicable requirements and have been selected for one or both bonus awards will be reimbursed for an additional ten percent (10%), per bonus award, of eligible total project costs incurred not to exceed the amounts listed above. Funding for bonus awards, if applicable, will be withheld until after project completion and verification by the Pennsylvania Department of Environmental Protection that the Subrecipient has satisfied all applicable bonus award requirements.

 Any bonus award payments earned and reimbursed under this Subaward shall be applied as a credit toward the Subrecipient's Cost Sharing Amount. Such credit shall reduce the Subrecipient's total cost share obligation on a dollar-for-dollar basis, up to the total amount of bonus funding awarded and paid.

 The PTE may decline to pay the final invoice if it is received more than sixty (60) days after the Subaward End Date.
- 5) For matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director.
- 6) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

7) Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 2.

8) No-cost extensions require written approval through a unilateral amendment issued by the PTE. Any requests for a no-cost extension shall be directed to the PTE's Financial Contact and PTE's Principal Investigator shown in Attachment 2-A, not less than sixty (60) days prior to the desired effective date of the requested change.

9) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Financial Contact and the Subrecipient's Administrative Contact shown in Attachments 2A and 2B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 2A and 2B.

10) By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award (<https://penntap.psu.edu/grants-and-rebates/rise-pa/>) and other special terms and conditions, as identified in Attachment 1.

11) By signing this Subaward, the Subrecipient acknowledges and agrees to the terms and conditions provided in the Davis Bacon and Related Acts Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).

By an Authorized Official of Pass-Through Entity:		By an Authorized Official of Subrecipient:	
_____	_____	_____	_____
Name:	Date	Name:	Date
Title:		Title:	

SAMPLE

Attachment 1
Mini-Grant Subaward Agreement
Certifications and Assurances
Special Terms and Conditions

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

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

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

For-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be "reimbursement" rather than "advance".

Special Terms and Conditions

Copyrights

Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights

Subrecipient grants to PTE the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Export Controls

Both parties are subject to applicable U.S. export laws and regulations. Subrecipient shall identify any export controlled information or materials as such prior to providing such information or materials to PTE. PTE shall have the right to limit or decline receipt of said export controlled information or materials.

Use of Name

Subrecipient grants the Pass-Through Entity the right to use Subrecipient's name in publications and communications.

Programmatic Terms and Conditions

The funding for this Subaward is 100% Federal from the Climate Pollution Reduction Grants Program (CPRG) under the Inflation Reduction Act (IRA) of 2022. Special terms and conditions apply to projects funded by the IRA.

All work under this agreement must be performed in accordance with applicable statutes, rules, and regulations of the Federal Government. All applicable Federal statutes and provisions of the Code of Federal Regulations (CFR) in effect on the date of execution of this agreement are an integral part of this agreement and are outlined in the terms and conditions of the award between the PA Department of Environmental Protection and Penn State University.

Subrecipient shall comply with all applicable requirements of the Build America, Buy America (BABA) provisions codified at 23 U.S.C. § 313 and 23 CFR § 635.410. Additional guidance and resources are available at: <https://www.epa.gov/baba/build-america-buy-america-baba-overview>.

As required under Attachment F, Article F of the Federal Award Terms and Conditions referenced in Article 9 of this Subaward, the Subrecipient agrees that when collecting and managing environmental data under this Subaward, it will protect the data by following all applicable State law cybersecurity requirements.

(1) The EPA must ensure that any connections between the Subrecipient's network or information system and EPA networks used by the Subrecipient to transfer data under this Subaward agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the Subrecipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Subrecipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

As required under Attachment F, Article J.2. of the Federal Award Terms and Conditions identified in Article 9 of this Subaward, the Subrecipient will assure the continued proper operation and maintenance of systems, equipment and devices funded under this Subaward. Such practices shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications. The Subrecipient shall include a provision in every applicable sub-agreement (subaward or contract) awarded under this Subaward requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the Subrecipient.

Conduct of Work

Subrecipient with due diligence shall complete the work described in Attachment 3. In determining whether or not the Subrecipient has performed with due diligence hereunder, it is agreed and understood that the PTE may measure the amount and quality of the Grantee's effort against the written representations made by the Subrecipient in the negotiations of this agreement.

Inspection and Acceptance

Final inspection and acceptance of all work required under this agreement shall be performed by the PTE in coordination with PA DEP and EPA.

Assignability

This agreement may not be assigned by the Subrecipient either in whole or in part.

Environmental Protection

In carrying out this agreement, the Subrecipient shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

Worker Protections

Subrecipient shall comply with all applicable Pennsylvania state labor laws and worker safety laws outlined in Attachment B of the Federal Award Terms.

Registration and Identification Information

Subrecipient certifies that it shall maintain current registration in the System for Award Management (www.sam.gov) at all times during which it has active federal awards funded pursuant to this agreement.

Attachment 2A
Mini-Grant Subaward Agreement
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email: Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

Administrative Address:

Invoice Address:

Attachment 2B
Subrecipient Contacts

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name:

EIN No.: Institution Type:

UEI: Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI:

This section for U.S. Entities: Zip Code [Look-up](#)
Congressional District: Zip Code+4:

Place of Performance Address

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice Email:

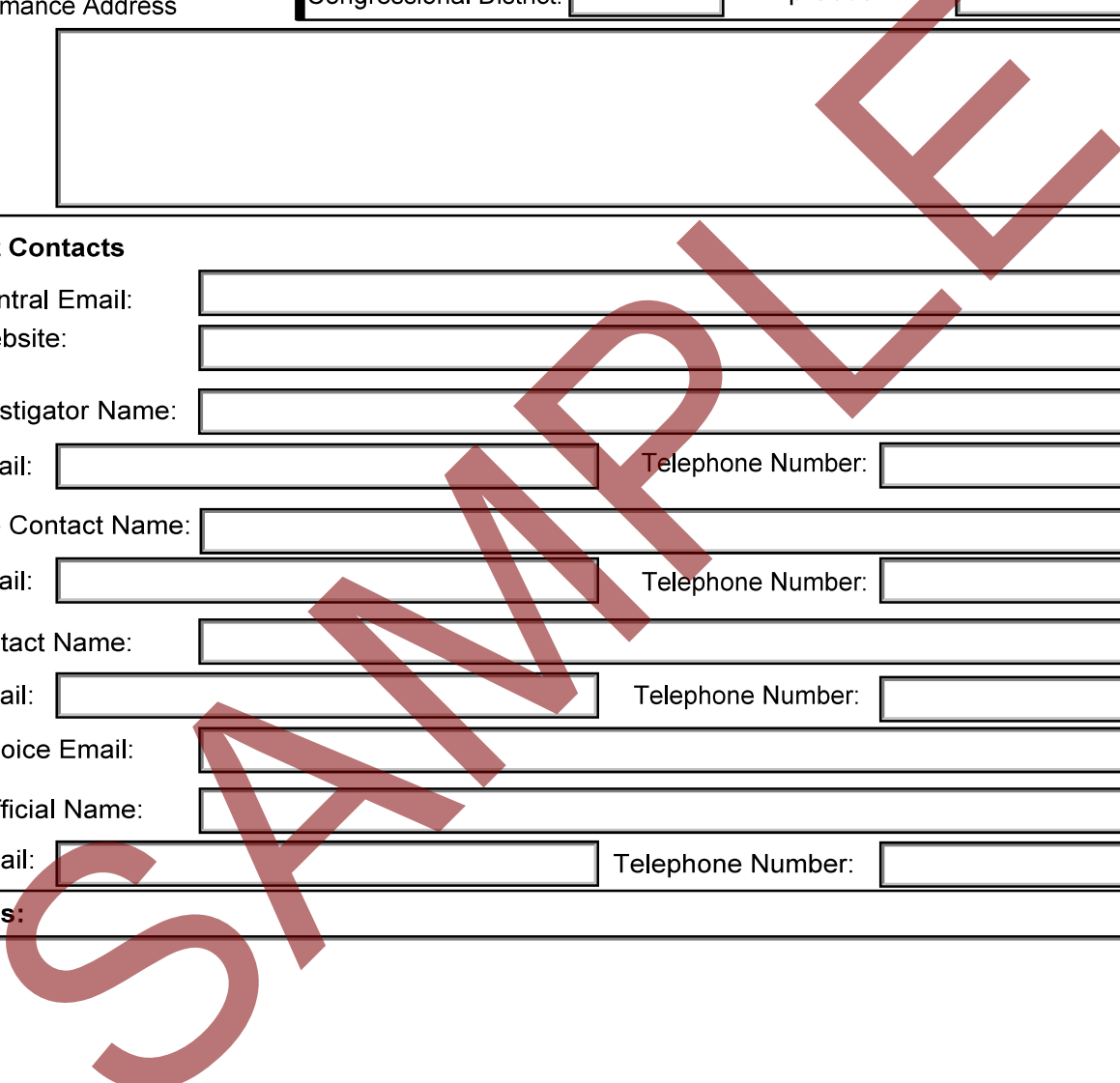
Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:



Attachment 3B-2
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

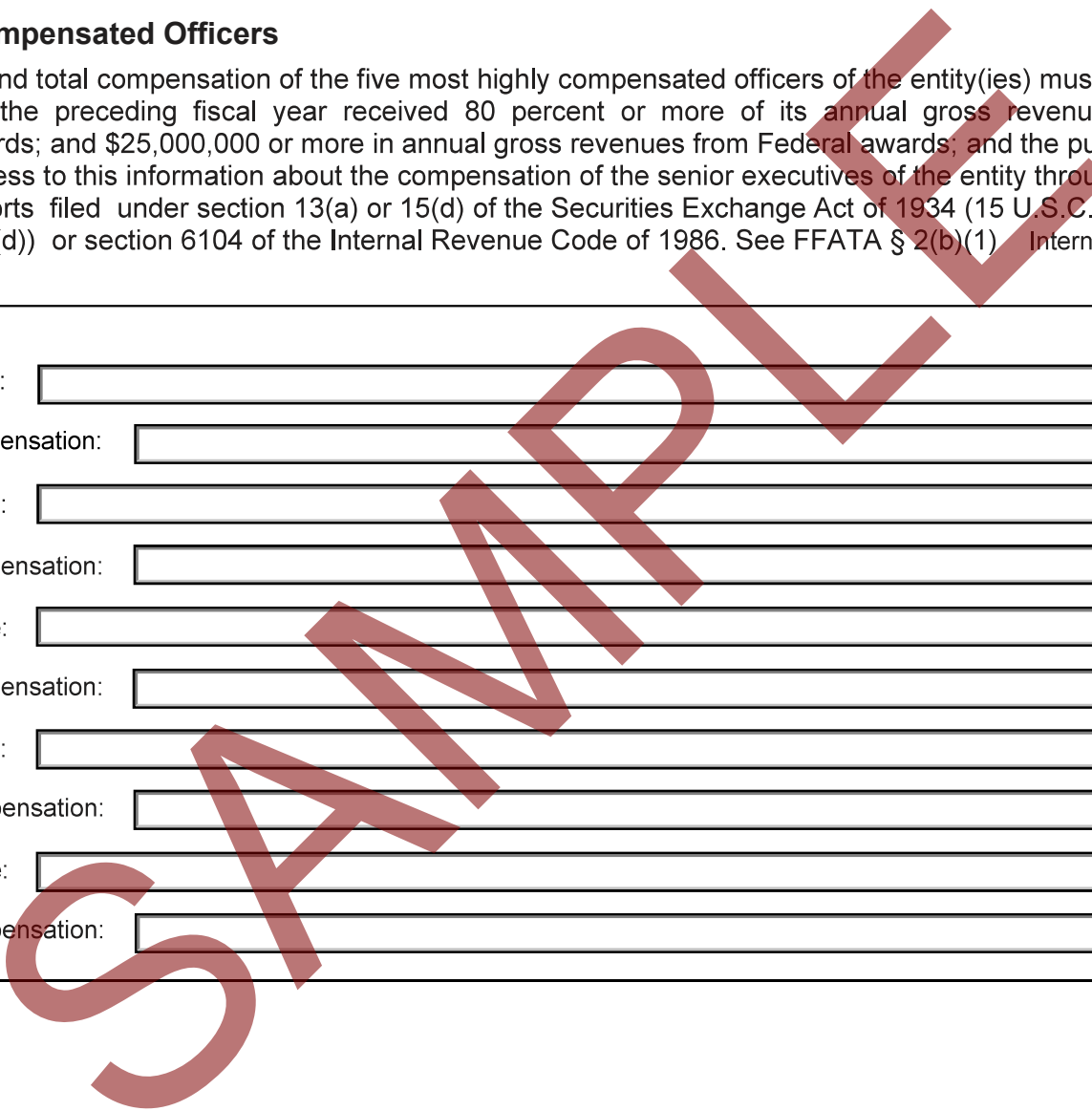
Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:



Attachment 3
Mini-Grant Subaward Agreement
Statement of Work and Budget

SAMPLE

Attachment 4
Mini-Grant Subaward Agreement
Subrecipient Invoice

SAMPLE

SAMPLE INVOICE

INVOICE NO:

DATE:

___ Interim X Final

Subrecipient Phone #:

Subrecipient Fax:

Subrecipient EIN:

INVOICE PERIOD:

Total Period of Performance

Subagreement #:

SEND TO: osvpr-subawards@psu.edu

EXPENDITURE CATEGORY	CURRENT		CUMULATIVE	
	Expenses	Cost Sharing	Expenses	Cost Sharing
Salaries & Wages	\$	\$	\$	\$
Fringe	\$	\$	\$	\$
Materials and Supplies	\$	\$	\$	\$
Domestic Travel	\$	\$	\$	\$
Foreign Travel	\$	\$	\$	\$
Capital Equipment	\$	\$	\$	\$
Contractual	\$	\$	\$	\$
Tuition Remission	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total Direct Costs	\$	\$	\$	\$
Indirect Costs (_____ %)	\$	\$	\$	\$
Totals	\$0.00	\$0.00	\$0.00	\$0.00

Please Pay this amount

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Signature _____

Name _____

Title _____

Date _____

Make all checks payable to:

Attachment 5

Mini-Grant Subaward Agreement

Reporting Requirements

Reporting Frequency

During the Period of Performance the Subrecipient shall provide a Quarterly Progress Report to the PTE on the following schedule: January 5, April 5, July 5, and October 5, or as arranged with the PTE Principal Investigator. Quarterly reports are only required during the period of performance and/or prior to the completion of the project, whichever is shorter. The Subrecipient shall provide a Final Report within 60 days from the project completion date and prior to reimbursement. Reporting templates will be provided to Subrecipients.

Quarterly and Final Reports

The Pennsylvania Department of Environmental Protection (DEP) is required to submit certain metrics to the U.S. Environmental Protection Agency (EPA) in a semi-annual report. PTE is responsible for reporting the RISE PA SAT related metrics to DEP for their reporting. Subrecipient shall, in turn, provide all required RISE PA SAT-related metrics to PTE to enable PTE's compliance with its reporting responsibilities. Portions of these reports may be made publicly available and thus should not contain Confidential Business Information (CBI). Information included in this document can be similar to that in the primary grant application but must not include CBI.

- 1) Project description
- 2) Description of how the project will enhance job quality.
- 3) Expected impact on Greenhouse Gas (GHG) and co-pollutant emissions.
- 4) Expected impact on energy reductions.
- 5) Description of community engagement.
- 6) Quantify benefits to Low-income and Disadvantaged Communities (LIDACs).
 - a. In addition to GHG emission reductions, examples of priority benefits include: reductions in co-pollutants, creation of high-quality jobs and workforce development opportunities, increased public awareness and community capacity building, improved access to services and amenities, decreased energy costs and improved energy security, and reduced noise pollution.
- 7) Estimate the proportion of total benefits occurring in identified LIDACs. Benefits should be reported by census tract.

Measuring, Monitoring, and Verification Reporting Requirements

Following the Performance End Date or submission of the Final Invoice, the Subrecipient is responsible for implementing the MMV plan provided in the Statement of Work described in Attachment 3. The MMV actions will track and verify data quantifying the actual energy savings and emissions reduced by the implemented project. The data collection and tracking will also include the identification of significant changes in operations and maintenance costs at the facility. MMV reporting will be required for 13 months following the period of performance. Costs associated with MMV are not reimbursable.

Community Benefits Bonus Reporting Requirements (Only applicable to Subrecipients who were notified that they received the Community Benefits Bonus)

The Subrecipient will post online on their company webpage their final Community Benefits Plan, which will describe planned project and community outcomes and evaluation processes. Subrecipients that received the Community Benefits Bonus will receive requests to complete Quarterly and Final Progress Reports from the PTE to monitor the Subrecipient's progress toward the goals and milestones outlined in their Community Benefits Plan.

Fair Labor Bonus Reporting Requirements (Only applicable to Subrecipients who were notified that they received the Fair Labor Bonus)

Subrecipients who were notified that they received the Fair Labor Bonus will complete the agreed upon application element(s) as outlined in Attachment 3 (e.g., Good Neighbor Agreement, Collective Bargaining Commitment, or Commonwealth Workforce Transformation Program). The subrecipient is expected to retain documentation of employment and wage payments on projects receiving RISE PA award funds such as certified payroll records. Additional reporting will be required during the period of performance to ensure the commitments made in the FLB are being upheld. Based on the requirements outlined in Attachment 4, this ongoing reporting may include, but is not limited to the following:

Fair Labor Bonus - Commonwealth Workforce Transformation Program (CWTP) Ongoing Reporting

- 1) Subrecipients who are FLB Applicants must submit the provided form for each Commonwealth Workforce Transformation Program (CWTP) Trainee including: the CWTP Trainee name, training plan, and a self attestation, supporting that the CWTP Trainee complies with the CWTP Trainee eligibility requirements as specified in the Eligible CWTP Trainees section. This attestation requires CWTP Trainees to identify that they meet one or more of the eligibility criteria. Additionally, once the CWTP Trainees are identified, the CWTP will follow up with a more in-depth survey. The FLB Applicant is responsible for ensuring that the CWTP Trainees fills out this required form. FLB Applicants will not receive incentives if CWTP Trainees do not submit the information required to demonstrate they meet the eligibility criteria outlined in the Eligible CWTP Trainees section. The contractor must submit the on-the-job training plan, and the plan must be approved by the PTE, RISE PA and CWTP prior to the commencement of the CWTP Trainees training. Only after the CWTP Trainee has begun training under the approved plan is the contractor eligible to begin submitting for reimbursement to cover the cost of the training.
- 2) Note that the number of CWTP Trainees for whom eligibility verification documentation is submitted must align with the required number based on the Applicant's Total Project Cost.
- 3) Once awarded a RISE PA Subaward and FLB, the Subrecipient must submit additional employee attestations if further CWTP Trainees are identified over the period of performance.
- 4) Once approved, the Subrecipient should provide each CWTP Trainee with the outline of the training program they will follow, and a sample certification they will receive if they complete training. The certificate should indicate the type and length of the training.
- 5) Hours of training completed prior to approval of the enrollment will not count toward the completion of training. Unions are also required to include their training program outlines with every new CWTP employee submission.
- 6) Subrecipients are to provide for the maintenance of all records and furnish required reports documenting the trainee's performance, including for trainees performing work under subcontractors.
- 7) CWTP Trainees should not receive preferential treatment when administering work rules, however, counseling should be given prior to their termination. Issues with a trainee's performance and/or attitude should also be documented on the CWTP Quarterly Training Report.
- 8) **CWTP Trainee Quarterly Evaluation**
 - a. Subrecipients awarded the FLB must submit a quarterly update to PTE and DEP for the duration of the grant period for each CWTP Trainee employed on the project. Provide the number of hours trained, projects where training occurred, what meaningful training was provided/planned, and how CWTP Trainee progressed. The CWTP Trainee will sign each quarterly update to attest to the training received. Hours must correspond to the certified payrolls.

Fair Labor Bonus - Good Neighbor Agreement (GNA) Ongoing Reporting

Subrecipient must submit a copy of the executed GNA to PTE/RISE PA. Subrecipient must also submit the Quarterly GNA Evaluation for the duration of the grant period. The Quarterly GNA Evaluation must provide an update on the actions that the Subrecipient has taken to date on ensuring access to jobs and business opportunities for local residents and investments made to date in training for local workers. The Subrecipient must also provide certified payrolls in a manner prescribed by DEP to demonstrate that they construction workers are being paid wages and benefits above the prevailing wage rates for construction and hourly (non-construction) workers are being paid above average wages and benefits as specified in the executed GNA.

Fair Labor Bonus - Collective Bargaining Commitments (CBC) Ongoing Reporting

To ensure compliance with the provisions above, and receive the Fair Labor Bonus

- 1) Subrecipient shall provide the PTE with [FORM LM-10 reports](#), required under [LMRDA section 203\(a\)](#), on which employers must report certain expenditures and activities, including any expenditure where an object thereof, directly or indirectly, is to interfere with, restrain, or coerce employees in the exercise of their collective bargaining rights, or to obtain information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer. The FORM LM-10 report must be filed electronically using the U.S. Department of Labor's Office of Labor-Management Standards Electronic Forms System, which can be found here: <https://www.dol.gov/agencies/olms/reports/electronic-filing>
- 2) Further, the employer must report, on Form LM-10, any agreement or arrangement with a third-party consultant to persuade employees as to their collective bargaining rights or to obtain certain information concerning the activities of employees or a labor organization in connection with a labor dispute involving the employer. (For more detail on Employer and Consultant reporting related to collective bargaining rights required by the U.S. Department of Labor, [https://www.dol.gov/agencies/olms/compliance-assistance/employer-consultant-reporting#:~:text=Under%20LMRDA%20section%20203\(a,collective%20bargaining%20rights%2C%20or%20to.](https://www.dol.gov/agencies/olms/compliance-assistance/employer-consultant-reporting#:~:text=Under%20LMRDA%20section%20203(a,collective%20bargaining%20rights%2C%20or%20to.)) These FORM LM-10 reports would be accessible to members of the public who file right-to-know requests.

- 3) Subrecipient shall list and provide letters of support from any unions supporting the project which include their testimony to the employers' abiding by any these commitments that those unions believe they have the knowledge required to so testify.

SAMPLE