

DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND
SECURITY MEMORANDUM



TO: Vermont's Law Enforcement Community
FROM: Christopher Herrick, Director, Division of
Emergency Management and Homeland Security
DATE: January 25, 2016
SUBJECT: Homeland Security Grant Program (HSGP) –
Operation Stonegarden Detail Funding
Opportunity

CFDA: 97.067 Homeland Security Grant Program

Initial Announcement

The Division of Emergency Management and Homeland Security (DEMHS), in coordination with the Vermont Operation Stonegarden Working Group, is seeking applications agencies interested in working operational details along the Vermont/Canada border. This funding, provided through the Homeland Security Grant Program (HSGP) Program, will allow law enforcement agencies within Vermont to work operational details with U.S. Customs and Border Patrol.

Please note that this funding opportunity is for Federal Fiscal Year 2016, which will not be awarded to the VT DPS DEMHS until mid-fall, calendar year 2016. FEMA has modified the way in which States apply for funding which requires States to provide detailed information as to who the subrecipients of the funding will be at the time of application. This changes our methodology of how we award grants and causes us to release an RFP, review applications from local and state entities and make decisions on potential subgrants prior to VT DPS DEMHS applying for the funding. This means that as a local or state entity, you will not receive a grant agreement for items approved for purchase until mid-fall, calendar year 2016 when we receive the funding. The grant agreement will need to be executed **BEFORE** any equipment can be ordered or purchased, as is currently the practice.

DEMHS will be holding four outreach meetings on the dates outlined below to provide program updates, answer questions on allowable items for application and to assist in the development of applications.

Outreach Session Dates, Times and Locations:

- February 1, 2016, 6:30 p.m., Williston Town Hall, 7900 Williston Road, Williston
- February 2, 2016, 6:30 p.m., Rutland County Sheriff's, 88 Grove Street, Rutland
- February 8, 2016, 6:30 p.m., Royalton State Police Barracks, 2011 VT RT 107, Bethel
- February 9, 2016, 6:30 p.m., Derby State Police Barracks, 35 Crawford Road, Derby

*** Applications will not be reviewed unless all requirements are met at the time of application review. This includes signatures by all appropriate parties on the cover page; assistance in completing the application can be obtained by contacting Jessica Stolz, Jessica.stolz@vermont.gov or (802) 241-5094. ***

Operational Details

It is the mission of Operation Stonegarden to increase coordination and local capability in support of U.S. Customs and Border Protection Goal to control the border as outlined in the National Border Strategy. Operation Stonegarden will strengthen partnerships with local law enforcement agencies while increasing border awareness and intelligence. This operation will support defense in depth operations including land and water border jurisdictions in achieving a greater capability to prevent, protect against and respond to border security issues in the geographical area of the border. It will encourage local operational objectives and capabilities to enhance strategies through collaboration between all law enforcement agencies. Specific objectives include apprehending criminals, deterring illegal aliens, detect and apprehend smugglers, and reduce crime in border communities thus improving the quality of life in the immediate vicinity of the border.

Guidelines for Operational Details:

- Agencies must submit an application for overtime and/or backfill based on anticipated participation in operational details in order to be considered for a grant award.
- Operation Stonegarden details are intelligence based proactive criminal border enforcement details and officers are expected to be productive and to accurately document their activities.
 - Officers on Stonegarden detail are expected to make a minimum of 2 contacts per hour and contact the Border Patrol supervisor or officer in charge regarding suspicious border encounters/detentions. Officers are expected to look beyond the stop for criminal activity, particularly crimes related to Trans National Criminal Organizations (TCOs) and other cross border threat activity.
 - Officers on stationary patrols who are assigned to static positions will not be expected to produce contacts. Officers will document the intent of the patrol and any activity observed or intelligence collected on the end of shift report.
 - Officers who fail to meet performance expectations or otherwise do not fulfill requirements of Operation Stonegarden detail(s) in the judgment of the Operation Stonegarden Coordinator will not be allowed to participate in future details. This decision can be appealed to the Operation Stonegarden Working Group. The decision of the Working Group is final and may not be further appealed.
- Full-time **OR** Part-time Certified Level 2 officers may participate in operational details.
 - Officers are expected to be familiar with current rules of arrest and search and seizure to include relevant case law.
 - Officers are expected to be familiar with the U.S. Border Patrol mission
 - Proactive Criminal Enforcement training (PACE) available through the VPA is encouraged but not required.
 - Officers shall collect intelligence and shall need to submit all generated intel to the USBP through the end of shift report.
- At the discretion of the Chief/Sheriff, part-time officers may be utilized to cover back-fill of a full-time officer who is participating in an operational detail during their normal shift.
- Officers conducting details must attend an Operation Stonegarden Training conducted by the U.S. Border Patrol, Vermont State Police and the Division of Emergency Management and Homeland Security prior to working their first shift.
- Agencies shall participate in intelligence and information sharing through the Swanton Sector Intelligence Unit and the Vermont Intelligence Center.
- All officers must have eight hours off duty time between the detail and a scheduled shift.
- Patrol shifts shall be 8 hours in length:

- A total of two hours of travel time is authorized per detail (one hour to and one from the detail).
- Each shift will begin with a border intelligence and local threat briefing by the respective shift supervisor and/or Border Patrol designate.
- At the conclusion of the shift, each member shall check out with the shift supervisor, provide an intel debrief, turn in all paperwork and assigned equipment.
- Directed Patrols:
 - Two (2) officers per detail.
 - Border will be split into details.
 - Patrols will be flexible and Intel Based.
- Officer's Activity and Time Report must be completed at the end of every shift and submitted to the detail leader.

Anticipated Operations for FFY2016 Grant Funding:

Boat Details (2 or 3 officer details)

- Swanton Station: 50 details per year of funding
- Newport Station: 50 details per year of funding
- Beecher Station: 3 details per year of funding

Snowmobile Details (2 officer details)

- Swanton Station: 15 details per year of funding
- Newport Station: 15 details per year of funding

Road/Direct Patrols (2 or 3 officer details)

- Swanton Station: 10 details per year of funding
- Richford Station: 104 details per year of funding
- Newport Station: 15 details per year of funding

The following items should be included in the application:

- Anticipated number of participants.
 - Full-time officers working operational details on overtime.
 - Part-time officers working operational details on overtime.
 - Part-time officers covering back-fill for full-time officers participating in operational details during their normal shift.
- Anticipated overtime and/or backfill rate per officer.
- Agencies must specify type(s) of detail they are applying for:
 - Road
 - Water
 - Snowmobile
- Anticipated number of miles to be reimbursed for per operational road or snowmobile detail
- Anticipated number of gallons of fuel to be reimbursed for per operational detail if utilizing watercraft. Fuel includes both gas and oil, for two-cycle engines.

GRANT APPLICATION GUIDELINES & REQUIREMENTS:

Evaluation criteria can be found on page 21. No application will be reviewed, if it is not complete and all items submitted by the time of application review by the Working Group.

Application Guidelines:

Departments that wish to apply for HSGP funding must review the Guidelines and Requirements outlined below prior to completing the application documents. All application packages must include the following documents:

A. Vermont Subgrant Application

- i. See instructions on pages 6-8 completing the application.
- ii. Please make sure to complete, sign the cover page, initial and date page 5 for submittal on HSGP Eligibility Requirements.
- iii. The Application can be found by accessing the following link:
www.hsu.vermont.gov/funding

B. Cash Advance

- i. If your project is too large for your agency to accomplish in a Reimbursement (after-the-fact) in arrears of expenses, you may request pre-payment on a "Limited Cash Advance" basis. Check the box in 8a and provide justification for consideration. A possible justification may be a large required purchase by a low-budget agency or organization. Large purchases as the sole justification will not be approved.
- ii. You must provide a copy of your Agency's Cash Advance Policy if you are requesting a Cash Advance.

C. Quotes

- i. Three (3) quotes must be submitted. Because the Code of Federal Regulations requires full and open competition while procuring grant funded equipment, a VT DPS DEMHS sub-recipient must obtain and provide multiple quotes for any equipment purchased with federal funds. Geographical preference and/or sole source will not be sufficient to comply with the competitive procurement requirements.

D. Memorandum of Endorsement

- i. A memorandum of endorsement from a public safety agency within the community applying must be included in the application package providing acknowledgement that the primary purpose of the project is to enhance public safety communications within the community, as outlined in the application.
- ii. This is only necessary if the entity applying for the funds is not a public safety agency within the community where the equipment is going to be located.

E. Completed HSGP Property Records List

- i. The Property Records List should include all Homeland Security Grant Program funded purchases that have not exceeded their useful life. If you are requesting new equipment, no Property Records List is required.
- ii. The Property Records List should include all items you are seeking replacement of, regardless of whether or not they were purchased with grant funds.
- iii. All fields must be completed, including location. Location should be specific location of the equipment, not just the name of the department. If location is a vehicle, please include the vehicle plate number and use of the vehicle.
- iv. A template for the Property Records List can be found by accessing the following link: www.hsu.vermont.gov/funding.

F. Department Roster

- i. A complete department roster should be provided including name, rank and call number, where applicable.

G. FCC License, as applicable

- i. A copy of your valid narrowband FCC License or application
- ii. If a narrowband license has been applied for but not received proof of the license, application must be provided with the application documents. In this scenario the Vermont Communications Board will review the request; however, if the request is approved an award will not be issued until a copy of the approved narrowband FCC license is provided. Ask your radio vendor or visit www.fcc.gov for more information.

H. Procurement Standards

- i. Subrecipients will use their own procurement procedures which reflect applicable local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in **2 CFR part 200** (<http://www.ecfr.gov/cgi-bin/text-idx?SID=289fd4edcc40f3b0cb6a4bd62aa39dbf&node=pt2.1.200&rgn=div5>)

I. Certificate of Insurance

- i. A copy of your Certificate of Insurance validating current insurance coverage.
- ii. Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

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

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in

connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement

J. Necessary Permits

- i. A copy of necessary permits, where applicable
- ii. Local and state permitting requirements must be met prior to submitting an application

K. National Incident Management System Training Records & Annual Survey

- i. Training certificates or electronic transcript must be provided with the application to confirm all appropriate personnel have been trained in ICS 100 and ICS 200, as outlined in the Vermont NIMS Implementation Plan.
- ii. Each municipality must completed the NIMS Annual Survey, located here: <https://www.surveymonkey.com/r/?sm=HodUDA2vroasuy6%2fH%2fNC25o0nqTDJbuGnFMA9z9ogY8%3d>. DEMHS will confirm this has been completed prior to the application being reviewed by the Working Group.

ELIGIBILITY REQUIREMENTS INCLUDE:

1. Complete Application Submitted

All Applications will be reviewed and if the application meets **all** requirements under “Application Guidelines” and “Eligibility Requirements”. The application will be considered for funding. Assistance in completing the application can be obtained by contacting Jessica Stolz, Jessica.stolz@vermont.gov or (802) 241-5094.

2. National Incident Management System

All agencies applying for Homeland Security funds must be in compliance with National Incident Management System (NIMS) activities set forth in Vermont’s NIMS Implementation Plan, including:

- having a current Local Emergency Operations Plan (LEOP) on file at the Division of Emergency Management & Homeland Security.
- having completed NIMS typing of resources. When a current LEOP has been completed and is on file with the Division of Emergency Management and Homeland Security, this requirement has been met.
- having current, written mutual aid agreements.
- having all appropriate personnel completed, appropriate training. Training certificates or electronic transcripts must be provided with the application to confirm training has been completed.

In Addition to having the four (4) above requirements complete, each municipality must completed the NIMS Annual Survey, located here:

<https://www.surveymonkey.com/r/?sm=HodUDA2vroasuy6%2fH%2fNC25o0nqTDJbuGnFMA9z9ogY8%3d>

Applications received by agencies not in compliance will not be reviewed. The Division of Emergency Management & Homeland Security will validate each agency’s compliance for meeting NIMS Objectives by referencing the Vermont NIMS Implementation Plan and FEMA NIMS Implementation Objectives documents. The Vermont NIMS Implementation Plan can be found here: www.hsu.vermont.gov/NIMS

3. **National Incident Based Reporting System**

Pursuant to VSA Title 20, Section 2054, all state Special Operations agencies, sheriff departments, and municipal police departments shall report their crime statistics to the Vermont Criminal Information Center in compliance with the National Incident Based Reporting System (NIBRS) and in a format prescribed by VCIC as a condition for any and all grant awards.

4. **National Fire Incident Reporting System**

Pursuant to VSA Title 20, Section 2833 - *Reports to fire marshal*, incident reports must be submitted to the National Fire Incident Reporting System (NFIRS) within 15 days after the end of the previous month as a condition for any and all grant awards. All agencies applying for Division of Emergency Management and Homeland Security funds must submit a current copy of their completed NIFRS report with their application.

Instructions on how to print this report can be found online at

<http://hsu.vermont.gov/sites/vhs/files/Using%20web%20based%20reports.pdf>

5. **Current Vermont Ambulance License**

Pursuant to VSA Title 24, Subchapter 2 – *Licensing Operation of Ambulance Service*, applicants operating an ambulance or first response service must have a current license on file with the Vermont Department of Health throughout the duration of the grant period of performance.

6. **Financial Risk Assessment Survey**

To meet the Code of Federal regulations, the Vermont Department of Public Safety requires all agencies to complete a financial risk assessment survey

(<https://www.surveymk.com/s/SFVZSTB2013>). This should be completed by your agency's fiscal agent annually.

7. **System for Award Management**

Applicants must have a valid DUNS number and be currently registered with the System for Award Management (SAM) per the Federal Funding Accountability and Transparency Act (FFATA).

8. **Plans and Procedures**

Please ensure that your equipment proposal matches your organization's plans and procedures for response to and/or prevention of WMD incidents. The Division of Emergency Management and Homeland Security requires local response organizations to coordinate equipment proposals with the appropriate departments in their mutual aid district and other regional response entities.

9. **Procurement Policy**

Agencies receiving funding must follow their own established procurement policies. The agency's policy must be in writing and submitted to the Division of Emergency Management and Homeland Security with the Grant Application.

10. **Funding Opportunities**

Those wishing to apply for VT DPS HSGP funds should visit the Funding Opportunities section of the Division of Emergency Management & Homeland Security web site at

www.hsu.vermont.gov/funding.

11. **Submission of Application**

All applications must be RECEIVED at the Division of Emergency Management & Homeland Security office by **Monday, February 29, 2016 at 3:00 p.m.** Proposals received after this date and time will NOT be eligible for consideration. To facilitate processing, completed grant applications should be sent electronically to Deb Hamilton at deb.hamilton@vermont.gov. If you are unable to send your application electronically, you may mail it to the Vermont Department of Public Safety, Financial Office, 45 State Drive, Waterbury, VT 05671-1300. It must be received at our office no later than the due date and time listed above.

Grant Agreement Provisions and Special Conditions

If awarded a grant, each agency must adhere to the certifications and assurances identified in the subgrant agreement. Below are sample conditions that must be followed in order to be in compliance of the grant. These conditions are subject to change in the actual agreement and are provided here to advise an applicant of parameters that may be required upon acceptance of the Homeland Security grant award.

STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

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

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

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

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
\$1,000,000 per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized

representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

13. Taxes Due to the State:
a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

15. Sub-Agreements: Party shall not assign, subcontract or subaward the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subaward agreements a tax certification in accordance with paragraph 13 above.

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

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance

(End of Standard Prov

in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients 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.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subrecipient agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C, paragraph 10.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE 1 (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

___ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in

accordance with 2 CFR 200. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds.

5. Accusations of Discrimination Procedures:

If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and /or awarding office.

FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

- **National Incident Management (NIMS):** Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont's NIMS Implementation Plan. As outlined in HSPD-5 (National Incident Management) DHS mandates that States institutionalize NIMS. The Subrecipient agrees to incorporate NIMS into existing training programs and exercises; incorporate NIMS into Local Emergency Operations Plans (LEOP's); promote intrastate mutual aid agreements and institutionalize the use of the Incident Command System.
- **Vermont Communications (VCOMM) Board Compliance**
Initially, Vermont channels utilized different nomenclature from the National Channels; however, in order to ensure interoperability with our area resources, Vermont will use the National nomenclature. All channels other than U-CALL 40 are used in simplex mode.

V-CALL10	(Formerly VCALL)	Command	155.7525
V-TAC11	(Formerly V-TAC 1)	Dispatch/Lifeline	151.1375
V-TAC12	(Formerly V-TAC 2)	Tactical	154.4525
V-TAC13	(Formerly V-TAC 3)	Tactical	158.7375
V-TAC14	(Formerly V-TAC 4)	Tactical	159.4725
U-CALL40	(Formerly U-CALL)	Dispatch/Lifeline	453.2125
U-TAC41	(Formerly U-TAC 1)	Command	453.4625
U-TAC42	(Formerly U-TAC 2)	Tactical	453.7125
U-TAC43	(Formerly U-TAC 3)	Tactical	453.8625

As part of this agreement, the Subrecipient agrees that the U-Call / V-Call and U-Tac/V-Tac frequencies must be programmed into all applicable interoperable communications equipment.

The Vermont Communications Board has established an equipment lifecycle guideline as follows: if your agency has applied and been approved for a certain piece of equipment (e.g. pagers, portables, mobiles) your agency will not be eligible to reapply for the same equipment through the Vermont Communications Board, no matter the funding source, for seven years.

- **National Fire Incident Reporting System:**
Pursuant to VSA Title 20, Section 2833 - Reports to fire marshal, incident reports must be submitted to the National Fire Incident Reporting System (NFIRS) within 15 days after the end of the previous month as a condition for any and all grant awards. All agencies applying for Division of Emergency Management and Homeland Security funds must submit a current copy of their completed NIFRS report. Instructions on how to print this report can be found online at <http://hsu.vermont.gov/sites/vhs/files/Using%20web%20based%20reports.pdf>

12. Current Vermont Ambulance License

Pursuant to VSA Title 24, Subchapter 2 – Licensing Operation of Ambulance Service, applicants operating an ambulance or first response service must have a current license on file

with the Vermont Department of Health throughout the duration of the grant period of performance.

- **Exercise Requirements:** By taking receipt of the equipment granted in this award, the Subrecipient agrees to conduct and/or participate in one discussion based exercise (Seminar, Workshop or Tabletop) utilizing the Homeland Security Exercise & Evaluation Program (HSEEP) methodology specific to the capability being built with this award within the 12 month period following the end of the grant term. Exercise activity must be coordinated with the Division of Emergency Management & Homeland Security.
- **Implementation of Improvement Plans:** Progress must be shown relating to Improvement Plans developed as a result of Exercises funded with Federal Emergency Preparedness Grants after Federal Fiscal Year 2012 prior to new subaward issued. Progress is defined as implementing two or more corrective actions from Improvement Plans since the last grant was awarded. Once a jurisdiction or agency certifies that progress has been made, they must be able to produce all appropriate documentation as requested
- **Regional Coordination:** A high priority is placed on ensuring that all awards reflect regional coordination and regional integration.
- **Permits:** All local, state and federal permits are the responsibility of the Subrecipient.
- **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this Grant Agreement shall be approved/reviewed by the State prior to release.
- **Data Collection:** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Grant Manager:** Insert any Program Workcenter or granting agency special conditions not covered in other attachments here. DOJ COPS, DOJ JAG and EFF standard special conditions should be added as Attachment F and added on Page 3.
- **Activities Conducted Abroad:** All recipients of financial assistance will comply with the requirements that project activities carried on outside the United; states are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Best Practices for Collection and Use of Personally Identifiable Information (PII):** All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

- **Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:** http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
- **Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
- **Duplication of Benefits:** Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal statutes, regulations, or the terms and conditions of the Federal awards.
- **False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- **Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
- **Fly America Act of 1974:** All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such: service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C...§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, 'amendment to Comptroller General Decision B138942.
- **Hotel & Motel Fire Safety Act of 1990:** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
- **Trafficking Victims Protection Act of 2000:** All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private

entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

- **USA Patriot Act of 2001:** All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
- **Use of OHS Seal, Logo and Flags:** All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- **Age Discrimination Act of 1975:** All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 'et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- **Civil Rights Act of 1964:** All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **Civil Right Act of 1968:** All recipients of financial assistance will comply with Title VI 11 of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), 'as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-Le., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings 'without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency

(LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance, <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

- **SAFECOM:** Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- **Title IX of the Education Amendments of 1972:** All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 '(20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
- **Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
- **Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.
- **Non-supplanting Requirement:** All recipients by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

- **Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
- **Terrorist Financing E.O. 13224:** All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.
- **Whistleblower Protection Act:** All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310.
- **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DEMHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
- **Procurement of Recovered Materials:** All recipients must 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 C.F.R. 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 by 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.

Final Guidance, 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards became effective 12/26/2014 for Federal awards that are issued post 12/26/2014. This regulation supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See final guidance and OMB Policy Statements for more information.

2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
A-133 Audits of States, Local Governments and Non-Profit Organizations.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:
Bulletin 5, Single Audit Policy for Agreements
Bulletin 5 - Procedure #1
Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance: 2 CFR 200. http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Application Evaluation Criteria:

- 1) Each member of the Working Group will review each application independently.
- 2) The Working Group will award a score of 1 to 5 to each evaluation criteria outlined in the table below. One (1) is not at all, three (3) is no opinion, and five (5) is excellent.
- 3) A score will be calculated for each application. For those evaluation criteria that do not apply to the type of agency applying, the possible points will be adjusted accordingly.
- 4) A score of 50 or below will result in an award NOT being issued.
 - a. The Working Group may choose to ask for additional documentation for review, as they see appropriate, to assist in the review and award process.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Complete Vermont Sub-grant Application	5
Copy of agency’s Cash Advance Policy (if applying for Limited Cash Advance)	5
Three (3) quotes	5
Memorandum of Endorsement	5
Complete HSGP Property Records List provided and complete	5
Roster provided	5
FCC License provided	5
Procurement Standards provided	5
Copy of Certificate of Insurance with current coverage	5
Copies of necessary permits	5
Current local Emergency Operations Plan (LEOP) on file at the Division of Emergency Management & Homeland Security	5
Completed NIMS typing of resources	5
Current, written mutual aid agreements	5
ICS Training certificates provided with the application to confirm training has been completed by all appropriate personnel	5
Completed the Annual NIMS Survey	5
NIBRS up to date	5
NFIRS up to date	5
Current Ambulance or First Response License	5
Financial risk assessment survey complete	5
Valid DUNS number and registration with SAM complete	5
The application identifies and quantifies the need for the proposed equipment (Problem Statement).	5
The application identifies the acquisition proposed to improve the need identified (Proposed Countermeasure).	5
The application identifies the link between the proposed acquisition and the identified need (Linkage).	5
The application identifies the data to be collected to evaluate the success of the acquisition (Measurement/evaluation).	5
Reviewer is confident in the applicant’s proposed acquisition will contribute to progress in the State’s goals and objectives.	5
The applicant has demonstrated a willingness to participate and cooperate in the State’s effort to improve Capabilities.	5
The use of this subgrant opportunity will increase the applicant’s ability to better deliver services to constituents.	5
Reviewer is confident in the applicant’s ability to properly use, report and document the funds to be subgranted.	5
TOTAL POINTS	140