

**2022 VERMONT OPERATION STONEGARDEN (OPSG)
REQUEST FOR PROPOSAL**



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2022 guidance is forthcoming from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). If any requirements contained in this funding announcement change, applicants will be notified, and application modifications may be requested.

KEY DATES

Request for Proposals Release	January 18 th , 2022 (tentative)
Applications Due to dps.hsgrants@vermont.gov	March 11th, 2022 at 5:00pm
Application Review Period	April 2022
Conditional Award Notification: <i>(Do not purchase / authorize spending until you have an executed agreement in your possession)</i>	Spring 2022 (tentative)
Vermont FY22 Application Prepared for Submission to FEMA (Concept of Operations)	Spring 2022
Homeland Security Grant Program (HSGP) Funding Accepted, (Operations Order/ Reallocations Developed)	Fall 2022
Award Notification	Fall 2022
Estimated Project Start Date	Winter 2022

FEDERAL AWARD INFORMATION

Department of Homeland Security
 FY2022 Homeland Security Grant Program
 Assistance Listing Number (formerly CFDA): 97.067
 Grant Period: 9/1/2022 to 8/31/2025
<https://www.fema.gov/homeland-security-grant-program>

2022 guidance is forthcoming from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). If any requirements contained in this funding announcement change, applicants will be notified, and application modifications may be requested.

Annually, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issues the Fiscal Year (FY) Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, [Code of Federal Regulations \(C.F.R.\), Part 200](#).

FUNDING ELIGIBILITY

Operation Stonegarden Grant Program (OPSG) eligible subrecipients are local units of government at the county level or equivalent level of government and Federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing United States Border Patrol (USBP) operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2021 (and anticipated in 2022), OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and Federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

PROGRAM PURPOSE

OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

PROGRAM REQUIREMENTS

1. Law enforcement partners must participate in OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies, co-chaired by representatives from USBP, the SAA, and participating law enforcement agencies' OPSG program representatives.
2. Participating agencies will enhance cooperation between local, county, state and federal law enforcement agencies along the U.S./Canadian Border.
3. Participating agencies will help reduce crime in border communities, thus improving quality of life in the immediate vicinity of the border.

4. Operation Stonegarden details are intelligence based, proactive criminal border enforcement details and officers are expected to be productive and to accurately document their activities.
5. Officers on Stonegarden details 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.
6. 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.
7. Officers on stationary patrols who are assigned to static positions for purposes of detection or deterrence of illegal activity 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.
8. Officers who fail to meet performance expectations or otherwise do not fulfill requirements of Operation Stonegarden details 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.
9. Full-time or Part-time Certified Level 2 officers may participate in operational details.
10. Officers are expected to be familiar with current rules of arrest and search and seizure to include relevant case law.
11. Officers are expected to be familiar with the U.S. Border Patrol mission.
12. Proactive Criminal Enforcement (PACE) training, available through the Vermont Criminal Justice Training Council is encouraged, but not required.
13. Officers shall collect intelligence and shall submit all generated intelligence to the U.S. Border Patrol and Vermont Intelligence Center.
14. 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.
15. Officers conducting details must attend an Operation Stonegarden Training conducted by the U.S. Border Patrol, Vermont Homeland Security Unit and the Vermont Intelligence Center prior to working their first shift.
16. Only Officers currently listed on the Operation Stonegarden email distribution list are eligible to work operational details.

17. Agencies shall participate in intelligence and information sharing through the Swanton Sector Intelligence Unit and the Vermont Intelligence Center.
18. Maximum detail and regular shift hours worked back to back shall not exceed 16 hours or Agency's work rules, whichever is stricter.
19. Patrol shifts shall be of any duration, typically not to exceed (8) hours in length. Any single shift exceeding 8 hours will require written authorization from the Border Patrol shift supervisor or designate.
20. Up to two (2) hours of travel time is authorized per detail (one (1) hour to and one (1) hour from the detail). The agency shall request reimbursement for **actual** travel time only. If travel time exceeds two (2) hours, the maximum of two (2) hours will be reimbursed.
21. Each shift will begin with a border intelligence and local threat briefing by the respective shift supervisor and/or Border Patrol designate.
22. At the conclusion of the shift, each member shall check out with the shift supervisor, provide an intel debrief, and turn in all paperwork and assigned equipment.
23. Directed Patrols:
 - i. Minimum of one (1) officers per detail.
 - ii. Borderland area will be split into details by the U.S. Border Patrol.
 - iii. Patrols will be flexible and based on intelligence, Swanton Sector strategy and operational needs.
 - iv.
24. The Officer's Operation Stonegarden Daily Activity Report, Contact Sheets, Time Report and must be completed at the end of every shift and submitted to the detail leader.
25. Agencies must exercise discretion and judgment in ensuring that costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award per [2CFR200](#).

WHAT CAN I APPLY FOR?

If you have any questions regarding allowable or unallowable uses of funding or need assistance in completing the application, please contact DPS.HSUGrants@vermont.gov.

Equipment:

All requested equipment must be listed on the [Authorized Equipment List](#) and Operation Stonegarden must be listed under "FEMA Related Grant Programs. The applicant must indicate in their application the Authorized Equipment List number of any requested equipment., etc.

Please note limitations may exist. Pay attention to the section entitled "Grant Notes" for any specific limitations, uses, requirements, waivers, etc.

POSSESSION.

Allowable Operation Stonegarden Grant Program Activities

This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact DPS.HSUGrants@vermont.gov. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Allowable Program Activities Overview	SHSP	OPSG
Allowable Planning Costs		
Developing hazard/threat-specific annexes	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	N
Developing and enhancing plans and protocols	Y	N
Developing or conducting assessments	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	N
Materials required to conduct planning activities	Y	N
Travel/per diem related to planning activities	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y
Issuance of WHTI-compliant Tribal identification cards	Y	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	N
Update governance structures and processes and plans for emergency communications	Y	N
Development, and review and revision of continuity of operations plans	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	N
Allowable Organizational Activities		
Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.		
Program management	Y	N
Development of whole community partnerships	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	N
Operational support	Y	N
Utilization of standardized resource management concepts	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event		
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y

Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y
Allowable Equipment Categories *		
*Note:All requested equipment must be listed on the DHS Authorized Equipment List (AEL) and Operation Stonegarden must be listed under “FEMA Related Grant Programs. The applicant must indicate in their application the Authorized Equipment List number of any requested equipment., etc.		
Please note limitations may exist. Pay attention to the section entitled “Grant Notes” for any specific limitations, uses, requirements, waivers, etc.		
Personal Protective Equipment	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	N
CBRNE Operational Search and Rescue Equipment	Y	N
Information Technology	Y	Y
Cybersecurity Enhancement Equipment	Y	N
Interoperable Communications Equipment	Y	Y
Detection	Y	Y
Decontamination	Y	N
Medical countermeasures	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y
CBRNE Reference Materials	Y	N
CBRNE Incident Response Vehicles	Y	N
Terrorism Incident Prevention Equipment	Y	Y
Physical Security Enhancement Equipment	Y	Y
Inspection and Screening Systems	Y	Y
Animal Care and Foreign Animal Disease	Y	N
CBRNE Prevention and Response Watercraft	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	N
CBRNE Aviation Equipment	Y	N
CBRNE Logistical Support Equipment	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y
Critical emergency supplies	Y	N
Vehicle acquisition, lease, and rental	N	Y
Other Authorized Equipment	Y	Y
Allowable Program Activities		
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	N
Training workshops and conferences	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	N
Full- or part-time staff or contractors/consultants	Y	Y

Travel	Y	Y
Supplies	Y	N
Instructor certification/re-certification	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	N
Interoperable communications training	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	N
Immigration enforcement training	Y	Y
Allowable Exercise Related Costs		
Design, Develop, Conduct, and Evaluate an Exercise	Y	N
Full- or part-time staff or contractors/consultants	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	N
Implementation of HSEEP	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	N
Travel	Y	N
Supplies	Y	N
Interoperable communications exercises	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	N
Allowable Management & Administrative Costs		
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y
Overtime and backfill costs	Y	Y
Travel	Y	Y
Meeting related expenses	Y	Y
Authorized office equipment	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the PoP of the grant program	Y	N
Leasing or renting of space for newly hired personnel during the PoP of the grant Program	Y	N
Law Enforcement Terrorism Prevention Activities (LETPA) Costs		
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	N
Maturation and enhancement of designated state and major Urban Area fusion centers	Y	N
Coordination between fusion centers and other analytical and investigative efforts	Y	N
Implementation and maintenance of the Nationwide SAR Initiative	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	N

Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Personnel Costs

Up to 50% of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or subrecipient, the FEMA Administrator (or designee) may waive the 50% personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis in accordance with IB 421b. 6 U.S.C. § 609(b)(2). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to HSIN to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1)(i). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Intelligence Support

OPSG funds may as applicable and operationally beneficial be used to pay salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the 6 U.S.C. § 609(a), OPSG funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. See 6 U.S.C. § 609(a). Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit. OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Program Analyst upon request. As with all allowable expenditures under HSGP, the SAA or its OPSG subrecipient jurisdictions must agree to and approve the use of funds for this purpose and request to amend applicable grant awards accordingly. Under OPSG, SAAs and subrecipients requesting to use grant funds in this manner must also collaborate regarding prioritization of funds for the provision of allowable associated costs for intelligence analysts with the applicable USBP sector and memorializing the collaboration through an Operations, Fragmentary or Supplemental Operations Order approved by the USBP sector, USBP Headquarters, and the FEMA Grant Programs Directorate. Temporary or Term Appointments
- Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.

- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
 - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
 - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
 - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments)
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of this manual and the HSGP NOFO.
- DHS/FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this manual and the HSGP NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Management and Administration (M&A) (OPSG)

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to subrecipients. This funding must be deducted in an equal percentage from each subrecipient. Subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

Applicants must ensure grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Equipment (OPSG)

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational

benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

Note: While certain vehicles are allowable, applications for vehicles will be reviewed on a case by case basis based on need, use, and justification. A detailed justification may be required to be submitted to the Commissioner of Public Safety and/ or respective FEMA HQ Program Analyst prior to purchase.

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows: "Purchased with DHS funds for Operation Stonegarden Use".
- **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
- **Vehicle and Equipment Acquisition, Including Leasing and Rentals.** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.
- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL and explained in [IB 438](#).

Unallowable Operation Stonegarden Grant Program Activities

This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the DPS.HSUGrants@vermont.gov. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Applicants should refer to [IB No. 421b](#), or contact their FEMA HQ Program Analyst at (800) 368- 6498 for guidance and clarification.

1. OPSG unallowable costs include:

- a. costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses.
 - b. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc.
 - c. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies.
 - d. construction and/or renovation costs are prohibited under OPSG.
 - e. exercise expenses are not allowable costs under OPSG.
2. Supplanting:
- a. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
3. Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
4. Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with [IB 426](#) and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
5. Body worn cameras
6. License Plate Readers
7. Small Unmanned Aircraft Systems (SUAS)
8. Please note maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are only allowable in the following circumstances:
- a. The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy [FP 205-402-125-1](#) under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended

warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

9. Note: While vehicle purchases are allowable under this program, all such requests will be reviewed on a case-by-case basis based on need, use, and justification. A detailed justification may be required to be submitted to the Commissioner of Public Safety and/or respective FEMA HQ Program Analyst prior to purchase.

HOW DO I PREPARE?

Ensure applicant has active DUNS number:

Ensure that your organization has an active Data Universal Numbering System (DUNS) number. To obtain a DUNS number for your agency, please go to the D&B website at: <http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711. Per the DUNS website, it may take up to 30 business days to receive a free DUNS number.

Review this RFP in full:

Review this RFP in full. Pay close attention to the “What Can I Apply For” section as only requests that align with the scope of this RFP and allowable uses of funding will be accepted. We encourage you to think about your organizations’ gaps, vulnerabilities, hazards and risks, and consider what your organization may be interested in applying for based on what are allowable grant expenditures. Strong justifications and explanations of the projects are needed, so consider how your organization will demonstrate need and evaluate success.

WHEN ARE APPLICATIONS DUE?

All applications and supporting documentation must be RECEIVED by the Homeland Security Unit office by **Friday, March 11th, 2022 at 5:00 p.m. EST**. Proposals received after this date and time may NOT be eligible for consideration.

To facilitate processing, completed grant applications and supporting documentation must be sent via email to DPS.HSUGrants@vermont.gov. Your application and supporting documentation must be received no later than the due date and time listed above. If it arrives at 5:01 p.m. EST, it will be considered late.

HOW DO I APPLY?

Submit complete application (Excel) and supporting documentation (PDF) to the Vermont Homeland Security Unit: DPS.HSUGrants@vermont.gov. Application materials are located on the [Homeland Security Unit website](#).

WHAT DO I NEED TO APPLY?

For application materials and an explanation of each of the requirements below, please visit the [Homeland Security Unit website](#).

- Must be eligible for funding as outlined in the “[Funding Eligibility](#)” section of this RFP
- The applicant must not be listed on the [suspended and debarred list](#)
- The applicant must not be listed on the DPS Restricted Parties List
- The applicant must be NIMS compliant according to the current Vermont Implementation plan found on the Vermont Emergency Management website (<https://vem.vermont.gov/programs/nims>).
- Applicants must have a valid [DUNS](#) number.
- [Financial risk assessment survey](#) completed in the last twelve months.
- Applicants must meet eligibility requirements under section “What Can I Apply For?”
- Applicant must read and comply with [2 CFR 200.317 to 2 CFR 200.327](#) regulations.
- Applicant must have written procurement standards per [2 CFR 200.318\(a\)](#).
- Applicant must have written conflict of interest standards per [2 CFR 200.318\(c\)](#).
- Applicant read and understands that certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See [2 CFR § 200.216 and 2 CFR § 200.471](#).
- Applicant must take necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per [2 CFR 200.321](#).
- Applicant agrees that this federal funding does not supplant (replace) state, local, and agency monies in their organization's budget for the requested items in this application.

The following **MUST** be submitted:

- Complete application submitted as an excel document
- Signature page submitted as a PDF
- Certificate of Insurance (COI) with current coverage
- Supporting documentation as required below, based on your proposed project

IF APPLICABLE, the following supporting documentation must be submitted:

	If your project...	You must provide the following:
<input type="checkbox"/>	<i>is too large for your agency to accomplish in a</i>	1. A copy of agency’s Cash Advance Policy must be included in the application AND your Agency’s

	<p><i>reimbursement (after-the-fact) in arrears of expenses, you may request pre-payment on a “Limited Cash Advance” basis.</i></p>	<p>cash advance policy must meet the following requirement:</p> <p>A subrecipient must have procedures in place to be compliant with 2 CFR 200.305 as well as 15 USC 1601 Electronic Fund Transfer Act. The subrecipient must deposit cash advance in an interest-bearing account (with some regulatory exceptions) and report any federal grant interest annually to the U.S. Department of Human Services, Payment Management Division.</p>
<input type="checkbox"/>	<p><i>is requesting equipment</i></p>	<ol style="list-style-type: none"> 1. Three (3) quotes must be submitted for all single items valued at more than \$100.00 per unit. <ol style="list-style-type: none"> a. Solicit price quotations from 3 or more qualified Vendors. Price quotations may be obtained through: telephone or verbal quotes, facsimile quotations, e-mail quotes or written bids. All communications with the Vendors to obtain price quotes must be documented (emails, fax, notes from phone calls, etc.). If (3) quotes are not provided, the applicant must explain the reason why three quotes were not submitted. 2. Geographical preference and/or sole source will not be sufficient. 3. Code of Federal Regulations, 2 CFR parts 317-327, requires full and open competition while procuring grant-funded equipment. Please refer to the Procurement Standards guidance included ensure compliance. 4. Equipment must be listed on the DHS Authorized Equipment List (AEL) and Operation Stonegarden Grant Program must be listed under “FEMA Related Grant Programs. The applicant must indicate in their application the Authorized Equipment List number of any requested equipment., etc. <ol style="list-style-type: none"> a. Please note limitations may exist. Pay attention to the section entitled “Grant Notes” for any specific limitations, uses, requirements, waivers, etc. b. If applicable, applicants may be required to obtain written approval from FEMA and/or

		provide a detailed justification for the request.
<input type="checkbox"/>	<i>is requesting communications equipment</i>	<ol style="list-style-type: none"> 1. Current FCC License 2. Documentation that the applicant has coordinated with the Statewide Interoperability Coordinator (Terry.LaValley@vermont.gov) 3. Please be aware that certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See 2 CFR § 200.216 and 2 CFR § 200.471.
<input type="checkbox"/>	<i>is requesting Operational Details Overtime or Backfill</i>	A current pay chart identifying base and overtime rates.
<input type="checkbox"/>	<i>is requesting an increase in the quantity of grant-funded equipment already owned by the applicant.</i>	Completed Homeland Security Grant Program (HSGP) Property Records List. A template for the Property Records List can be found by accessing the following link: https://hsu.vermont.gov/homeland-security-unit/funding-opportunities/SHSP .
<input type="checkbox"/>	<i>is requesting items to be assigned or used by individual members of the department/ agency</i>	Personnel roster must be provided including name, rank and call number.
<input type="checkbox"/>	<i>is requesting items to be assigned to a vehicle</i>	Complete department vehicle roster must be provided, including vehicle plate number and use.
<input type="checkbox"/>	<i>is requesting patrol cars, other mission-specific vehicles, or equipment requiring a waiver</i>	<p>For Vehicle and Equipment Acquisition, Including Leasing and Rentals:</p> <p>Allowable purchases under OPSG include patrol cars and other mission-specific vehicles whose primary use is to increase operational activities/patrols on or near a border nexus in support of approved border security operations. A detailed justification must be submitted. Please contact DPS.HSUGrants@vermont.gov for assistance.</p>

WHAT IF I HAVE QUESTIONS?

Assistance in completing the application can be obtained by contacting DPS.HSUGrants@vermont.gov.

Additional resources (including Overview Presentations and Application Walk-Throughs) for completing applications may be found on the [Homeland Security Unit website](#).

GRANT MANAGEMENT AND REPORTING

PRE-AWARD IMPORTANT INFORMATION FOR APPLICANTS

1. Applications for funding must be received, approved and a grant agreement executed (signed by a DPS representative) *prior to expenditure of grant funds*.
 - a. DO NOT PURCHASE / AUTHORIZE SPENDING UNTIL YOU HAVE AN EXECUTED AGREEMENT IN YOUR POSSESSION.
 - b. Any expenses incurred before the agreement is executed (signed by your organization AND the Commissioner of Public Safety) will not be reimbursed by the Department of Public Safety
2. The total dollar amount for this funding opportunity is limited and while the Working Group would like to fund all projects, they most likely will not be able to, so please be realistic and consider sustainability while developing your applications.
 - a. If applicable, please prioritize projects, in the event the application can be partially funded.
3. If requests for funding exceed the available amount, requests will be prioritized, and awards will be made based on the need identified in the applications submitted.
4. Applications may not be reviewed unless all requirements are met at the time of application review.
5. Applicants receiving funding approved by the Working Group are subject to programmatic monitoring and/or financial audits conducted by the Department of Public Safety or U.S. Department of Homeland Security.
6. The Working Group may require the signing of a Memorandum of Understanding for equipment designated for multi-agency use.
7. Misrepresentation or misuse of any equipment granted under these guidelines shall be subject to prosecution.
8. As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by DHS/FEMA including grant-funded projects, comply with Federal EHP regulations, laws, and Executive Orders, as applicable. Recipients and subrecipients proposing projects that have the potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located <https://www.fema.gov/media-library/assets/documents/90195> , and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/118323>.

9. If applying for equipment, all requested equipment must be listed on the Federal Authorized Equipment List (AEL), which can be found here: <https://www.fema.gov/authorized-equipment-list>. Applications will be reviewed for geographical coverage and current placement of equipment. The AEL# must be included in the application.

POST-AWARD REQUIREMENTS

1. If an application is accepted, a grant agreement will be sent to the subrecipient for signature. The subrecipient will sign and return the grant agreement the Department of Public Safety. The grant agreement will outline the scope of work, approved budget, period of performance and all subrecipient responsibilities.
2. Do not begin work on any grant funded projects until an executed agreement is in your possession. Any work or items purchased before the agreement is executed (signed by your organization AND the Commissioner of Public Safety) will not be reimbursed by the Department of Public Safety.
3. Applicants receiving funds will be required to submit a Program Progress Report Form detailing status of performance measures and project progress.
 - a. A completed Program Progress Report Form must be submitted each time reimbursement is requested or bi-annually, at a minimum. The reporting periods are July 1 - December 31 (due January 15), January 1 – June 30 (due July 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project.
 - b. Program Progress Report Form is required even if no activity has been performed on the project.
 - c. The Program Progress Report Form shall be completed to the best of the grantees' ability. Blank, incomplete, or insufficient Program Progress Report Forms will not be accepted.
 - d. The State reserves the right to withhold part or all grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.
4. Applicants receiving funds will ensure that this project is fully operational within the Period of Performance and report back to the DPS Financial Administrator when it is so.
5. Applicants receiving equipment funds will be required to comply with the following:
 - a. Subrecipients will ensure that all members utilizing equipment (if applicable) provided by this grant will be trained to the appropriate level to utilize the equipment and the Subrecipient will maintain records of training.
 - b. Subrecipients will ensure that equipment is accounted for throughout its operational lifetime and adhere to [2 CFR §200.313](#) (Equipment) requirements:
 - i. A Property Records List must be submitted with each equipment reimbursement and updated/maintained per Code of Federal Regulations. A template Property Records List that meets these requirements can be found on the [Homeland Security Unit website](#).

1. The Property Records List can be combined with the agency's ongoing asset list, however, items purchased with Homeland Security funds must be identified within the list.
 2. If the organizations' ongoing list is utilized, then 2 CFR §200.313 Code of Federal Regulations must be referenced to ensure that all categories detailed are utilized, as required.
 3. All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or above, purchased by this grant must be included on the Homeland Security Unit (HSU) Property Records List.
 4. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award.
6. Applicants receiving funds will inform the DPS Financial Administrator and Program Manager in writing of any delays, proposed equipment substitutions or desired changes to the physical/geographic deployment, concept of operations, and/or technical specifications in order to determine if an amendment is warranted.
- a. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed.
7. If awarded a grant, each agency must adhere to the certifications and assurances identified in the subgrant agreement. Included in this RFP are sample conditions and attachments that must be followed in order to comply with 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.
8. Applicants receiving funds agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds. Subrecipients must be able to document local/state funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations that include this funding source).
9. Applicants must exercise discretion and judgment in ensuring that costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award per [2 CFR §§ 200](#).
10. Procurement Requirements:
- a. Applicant must read and comply with [2 CFR 200.317 to 2 CFR 200.327](#) regulations.
 - b. Applicant must have written procurement standards per [2 CFR 200.318\(a\)](#).
 - c. Applicant must have written conflict of interest standards per [2 CFR 200.318\(c\)](#).

- d. Applicant must take necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per 2 [CFR 200.321](#).
 - e. Applicant agrees that this federal funding does not supplant (replace) state, local, and agency monies in their organization's budget for the requested items in this application.
11. Subrecipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

APPLICATION EVALUATION CRITERIA

- 1) Information on the application requirements below can be found within the “Explanation of Application Requirements” on the [Homeland Security Unit website](#).
- 2) Each member of the Working Group will review each application independently.
- 3) The Working Group will award a score of 1 to 5 to each of the applicable evaluation criteria outlined in the table below. One (1) is not at all, three (3) is acceptable, and five (5) is excellent.
- 4) 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.
- 5) The Working Group may choose to ask for additional documentation for review, as they see appropriate, to assist in the review and award process.

All applications must be RECEIVED at the Department of Public Safety office by Friday, March 11th, 2022 at 5:00 p.m. EST. Proposals received after this date and time may NOT be eligible for consideration.

To be completed by DPS staff
Official Grantee Name (applicant):
<input type="checkbox"/> State Homeland Security (SHSP) <input type="checkbox"/> Operation Stonegarden Grant Program (OPSG) <input type="checkbox"/> Nonprofit Security Grant Program (NSGP)
<input type="checkbox"/> Denied: Reason for denial: _____
<input type="checkbox"/> Follow up needed: yes / no
<input type="checkbox"/> Follow up completed: Initials: _____ Date: _____ Comments:

<input type="checkbox"/> Date application is complete: _____		
Completion Checklist To be completed by DPS staff		
Official Grantee Name (applicant):		
	Complete? (initials or N/A)	Comments
Official Grantee Federal Tax ID (without dash or space):		
Official Grantee DUNS # (without dash or space):		
Official Grantee DUNS # Expiration Date:		
The applicant must not be listed on the suspended and debarred list		
The applicant must not be listed on the DPS Restricted Parties List		
The applicant must be NIMS compliant according to the current Vermont Implementation plan found on the Vermont Emergency Management website.		
Applicants must have a valid DUNS number		
Financial risk assessment survey completed in the last 12 months		
Applicants must have read and understood the "Explanation of Application Requirements" as listed on the https://hsu.vermont.gov/homeland-security-unit/funding-opportunities		
Applicants must meet eligibility requirements under the "What Can I Apply For?" section of the RFP.		
Signature page submitted as a PDF		
Applicant must have written procurement standards per 2 CFR 200.318(a) as per financial risk assessment		

Applicant must have written conflict of interest standards per 2 CFR 200.318(c)(1) as per financial risk assessment		
Certificate of Insurance (COI) with current coverage		
Milestones included with appropriate dates		
A copy of agency's Cash Advance Policy (if applicable)		
Three (3) equipment quotes for all single items valued at more than \$100.00 per unit. Quotes may be from valid websites, catalogs, vendors, etc.		
A current pay chart identifying base and overtime rates. (SHSP, OPSG only)		
A vendor provided course description or syllabus and quotes as required by your organizations' procurement policy.		
Current FCC License and documentation that the applicant has coordinated with the Statewide Interoperability Coordinator (Terry.LaValley@vermont.gov) (SHSP, OPSG only)		
Completed Homeland Security Grant Program (HSGP) Property Records List		
Personnel roster must be provided including name, rank and call number. (SHSP, OPSG only)		
Complete department vehicle roster must be provided, including vehicle plate number and use. (SHSP, OPSG only)		
A current Local or Regional Multi-year Training and Exercise Plan must be submitted. (SHSP local exercise only)		
Items are on the AEL and allowable		
Does this application need a waiver (UAVs, vehicles, PPE, etc.)		
Does this application need an EHP review?		
501c3 documentation (NSGP only: not required for Ideology-based/Spiritual/Religious organizations)		
Vulnerability Assessment (NSGP only)		
To be completed by DPS staff		

Federal Subrecipient or Contractor (Vendor) Determination Checklist Completed:		
Assessment of Applicant's Prior Performance: <input type="checkbox"/> Unacceptable <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Acceptable <input type="checkbox"/> Good <input type="checkbox"/> Excellent		
COMMENTS:		

HSGP and OPSG (NSGP will not use this score sheet) Working Group Review Score Sheet	
<i>Using a scale of 1 - 5, where 1 is not at all, 3 is no opinion, and 5 is excellent, assign a score to each applicable statement as it relates to the application under review.</i>	
The applicant describes the proposed project in detail.	
The applicant describes the need for the proposed project and the gap(s) that it will fill.	
The applicant describes how the gap was identified using data and/or information from risk and gap assessments, training, exercises, and real-world incidents.	
The applicant explains how the proposed project is related to terrorism.	
The applicant describes how project success will be measured.	
The applicant describes the plan for sustaining this project.	
The application contains complete and realistic milestones.	
The applicant has demonstrated a willingness to participate and cooperate in the State's effort to improve Core Capabilities.	
The use of this subgrant opportunity will increase the applicant's ability to better serve its constituents.	
Reviewer is confident that the project will contribute to improving Vermont's Core Capabilities.	
Reviewer is confident in the applicant's ability to properly use, report, and document the funds to be awarded.	

	Score
COMMENTS:	
NOTES ON PRIORITY / ADJUSTMENTS TO FUNDING:	

STANDARD GRANT ATTACHMENTS
Grant Agreement Provisions and Special Conditions

The Department of Public Safety, as the recipient of this grant is required to advise all sub-recipients of the HSGP program of the requirements imposed upon them by Federal statute, executive orders and regulations. Please carefully review and understand the following pages.

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.

Attachment C: Standard State Provisions for Contracts and Grants

REVISED DECEMBER 15, 2017

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

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

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

binding arbitration or waive its right to a jury trial.

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

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

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

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

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

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

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

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

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:
Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury

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

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's

fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

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

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

findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act:

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

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

16. Taxes Due to the State:

- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if

the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and

Reinvestment Act of 2009 (Act No. 54).

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

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

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

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

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

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

of interest or potential conflicts of interest.

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State

may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

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

C. Mandatory Disclosures: In accordance with 2 CFR Part II,

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

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i)

that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT PROCEDURES; DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;

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 Subgrantee 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.

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.

The Subrecipient will or will continue to provide a drug-free workplace by: ¹

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Subrecipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.²
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control and evaluation of direct and indirect costs;
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring.

6. 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 225, Appendix A, Section C 1.e or 2 CFR 200.302. 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. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:
(a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises

¹ 2 CFR § 182

⁴ 2 CFR § 200.318(c)(1)

any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available

funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Attachment E: Funding Source Special Conditions
(2021 for example only)

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.

Interoperability Communications - 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. 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/Fire Ground	154.4525
V-TAC13	(Formerly V-TAC 3)	Tactical/Search & Rescue	158.7375
V-TAC14	(Formerly V-TAC 4)	Tactical/Air or Ground EMS Operations	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

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.

Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement

investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,602,500 and Operation Stonegarden (OPSG) funding in the amount of \$500,000. The following shall receive Operation Stonegarden subawards for the following amounts: State of Vermont, \$500,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Activities Conducted Abroad

Recipients must ensure 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.

Article III - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as

adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 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. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, 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 (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes

the requirement that new multifamily housing with four or more dwelling units-i.e., 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 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) 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.

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>.

Article XIV - Hotel and 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. section 2225a, 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, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients 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 DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial

assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) 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.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the

FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals 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.

Article XXV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - 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.)

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO 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.

Article XLI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLII - SAFECOM

Recipients receiving federal financial assistance 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.

Article XLIII - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Final Guidance must be followed, 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)
- 2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- 2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
- 2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
- 2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
- 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:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl