

**2023 VERMONT STATE HOMELAND SECURITY GRANT PROGRAM (SHSP)
REQUEST FOR PROPOSAL**



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2023 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 17 th , 2023 (tentative)
Applications Due to dps.hsugrants@vermont.gov	February 24 th , 2023 at 5:00pm
Application Review Period	April 2023
Conditional Award Notification: <i>(Do not purchase / authorize spending until you have an executed agreement in your possession)</i>	Spring 2023 (tentative)
Vermont FY23 Application Prepared for Submission to FEMA	Spring 2023
Homeland Security Grant Program (HSGP) Funding Accepted, Subawards Made	Fall 2023
Award Notification	Fall 2023
Estimated Project Start Date	Mid to Late October 2023

FEDERAL AWARD OVERVIEW

Department of Homeland Security
 FY2023 Homeland Security Grant Program
 Assistance Listing Number (formerly CFDA): 97.067
 Grant Period: 9/1/2023 to 8/31/2026
<https://www.fema.gov/homeland-security-grant-program>

2023 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

Only eligible applicants may apply for State Homeland Security Grant Program. Eligible applicants include those defined in the [Department of Homeland Security Act of 2002](#):

Local units of government: The term “local government” means—

- a. a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government;
- b. an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and
- c. a rural community, unincorporated town or village, or other public entity.

State Agencies: Under SHSP, the State Administrative Agency (SAA) may retain more than 20 percent of funding for expenditures made by the State on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. The Department of Public Safety maintains MOUs indicating written consent of the local unit(s) of government.

PROGRAM PURPOSE

A key focus and requirement of the HSGP is 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, including risks along the Nation’s borders. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited to, the Emergency Management Assistance Compact (EMAC).

The HSGP funding supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

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.

Multiple Purpose or Dual-Use of Funds: Many activities that support the achievement of core capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. **However, all SHSP-funded projects must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

National Priorities

The Vermont Homeland Security Unit within the Vermont Department of Public Safety (DPS) in its capacity as the State Administrative Agency, is targeting specific projects with the Homeland Security Grant Program award in order to most effectively use Homeland Security grant funds.

For the Fiscal Year 2023 grant cycle, the following projects will be prioritized for funding to align with National Priority Areas set by the Department of Homeland Security:

- Enhancing Cybersecurity,
- Enhancing the Protection of Soft Targets/ Crowded Places,
- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS,
- Enhancing community preparedness and resilience,
- Enhancing election security, and
- Combatting domestic violent extremism.

Additional information about National Priorities and example project types can be found in **Appendix A**.

Anticipated 2023 Required Spending

Information on the 2023 National Priorities is forthcoming.

DHS/FEMA has determined that these six priorities should be addressed by allocating specific percentages of HSGP funds to each of these six areas, for a total of 30 percent. The State of Vermont will be required to invest 12 percent across four of these areas (3 percent each) with the remaining 18 percent across the six areas.

Priorities are subject to change but anticipated to remain in effect for the 2023 grant cycle. For definitions and additional information on the 2022 National Priorities, please refer to the [2022 Notice of Funding Opportunity](#).

Core Capabilities

Applicants are encouraged to consider investments and projects that support local, regional and national efforts to support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated [core capabilities](#) within the National Preparedness Goal. Allowable investments made in support of the national priorities, as well as other capability enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to closing capability gaps or sustaining capabilities. Additional information on core capabilities can be found [here](#).

The Five Mission Areas				
Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Intelligence and Information Sharing		Community Resilience	Infrastructure Systems	
Interdiction and Disruption		Long-Term Vulnerability Reduction	Critical Transportation	Economic Recovery
Screening, Search, and Detection		Risk and Disaster Resilience	Environmental Response/Health and Safety	Health and Social Services
Forensics and Attribution	Access Control and Identity Verification	Threats and Hazards Identification	Fatality Management Services	Housing
	Cybersecurity		Fire Management and Suppression	Natural and Cultural Resources
	Physical Protective Measures		Logistics and Supply Chain Management	
	Risk Management for Protection Programs and Activities		Mass Care Services	
	Supply Chain Integrity and Security		Mass Search and Rescue Operations	

The National Preparedness Goal

The National Preparedness Goal (the Goal) is “[a] secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”¹

The Goal essentially defines what it means for all communities to be prepared collectively for the threats and hazards that pose the greatest risk to the nation. The Goal identifies **32 distinct activities, called core capabilities**, needed to address the risks. The Goal organizes these core

¹ https://www.fema.gov/sites/default/files/2020-06/national_preparedness_goal_2nd_edition.pdf

capabilities into five categories, called mission areas. Some core capabilities apply to more than one mission area. For example, the first three core capabilities—Planning, Public Information and Warning, and Operational Coordination—are cross-cutting capabilities, meaning they apply to each of the five mission areas. The National Preparedness Goal describes the five mission areas as follows:

- **Prevention:** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection:** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations and way of life to thrive.
- **Mitigation:** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response:** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an incident.
- **Recovery:** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by an incident.

The mission areas and core capabilities organize the activities and tasks performed before, during, and after disasters into a framework for achieving the goal of a secure and resilient Nation.

Allowable State Homeland Security 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	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 State Homeland Security 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.		
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

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

Priorities for Certain Equipment Requests

The following equipment items/categories when allowable and requested by eligible applicants will be prioritized in the following manner.

Physical Security Equipment (Category 14/15)

- Schools
- Lifeline Critical Infrastructure Sectors (Water, Energy, Communications, Transportation)
- Government Facilities Sectors (Municipal/Government Buildings, election sites, etc.)
- Other

Unallowable State Homeland Security 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](#).

1. 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.
2. Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
3. Management and Administration Costs
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. 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.
7. Unauthorized exercise-related costs include:
 - a. Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
 - b. Equipment
 - i. Equipment/ supplies that are purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign)
8. Overtime and Backfill costs: Please note that overtime and backfill for training and exercise are only allowable in the following circumstances:
 - a. Training:
 - i. Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes only.
 - ii. Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training only.
 - b. Exercises:
 - i. Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises
9. The following are common requests that are unallowable or unfunded:
 - a. Requests for equipment for routine use. All SHSP equipment requested must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

For more information refer to “[Explain how your proposed project supports terrorism preparedness](#)” the of this RFP.

- b. Tactical equipment not for special teams
 - c. Overtime and Backfill costs
 - d. Vehicles
 - i. 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.
10. 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](#).

Special Considerations for Specific Requests:

The special considerations in this section are not exhaustive. All requirements as set forth in the 2023 Notice of Funding Opportunity will be required to be met.

Interoperable Communications

Applicants may request funds that support interoperable communications. In addition, for all communication equipment requests, applicants will be required to provide the following:

- 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](#).

Special Operations Equipment:

- 1. It is recommended that applications be coordinated prior to submission through the following contacts:
 - a. Wilderness Search and Rescue: Drew Clymer (Drew.Clymer@vermont.gov)
 - b. Swiftwater and USAR: Michael Cannon, (Michael.Cannon@vermont.gov)
 - c. HAZMAT: Patrick McLaughlin, (Patrick.McLaughlin@vermont.gov)
 - d. Fire services: Aaron Collette, (acollette@willistonfire.com)
 - e. PRND Equipment/Training: Sergeant Matthew Sweitzer, (Matthew.Sweitzer@vermont.gov)
- 2. If applying for equipment, which is identified only for special teams on the FEMA Authorized Equipment List, you will need to provide justification that you have a specialized team including:

- a. Explaining how your organization/team meets the definition of a specialized team outlined in the AEL.
- b. Explain the training your team members have received relevant to this designation.
- c. Does your team have any regional response capability (MOUS with other agencies, etc.). If so, explain.
- d. Providing, if in place, policies and procedures within your organization outlining the formation and standards of the specialized team.

Exercise Requests:

The Homeland Security Working Group will be prioritizing applications in the following order:

1. Priority will be placed on applications that demonstrate a progressive exercise approach above a single exercise.
2. Priority will be placed on projects that have a multi-agency, multi-jurisdictional, or regional impact.

The Homeland Security Working Group will only consider the requests that meet the following requirements:

1. Applicants who have worked with the Vermont Department of Public Safety to plan and conduct an exercise within the last ten (10) years.
2. The priorities to be exercised must be in line with the priorities outlined in the State Integrated Preparedness Plan.
3. A current Local or Regional Multi-year Training and Exercise Plan/Integrated Preparedness Plan must be submitted with an application for funding.
4. The Multi-year Local or Regional Training and Exercise Plan/Integrated Preparedness Plan submitted must outline the use of a progressive exercise approach that utilizes the Homeland Security Exercise & Evaluation Program (HSEEP) methodology.
5. Exercise Conduct Staff must have received HSEEP training prior to exercise conduct.
6. If awarded grant funds, each subrecipient must:
 - a. When exercise(s) are scheduled, the recipient must be added to the State Integrated Preparedness Plan by emailing exercise information to the State Exercise Administrator.
 - b. When exercise(s) are complete the recipient must submit a completed After-Action Report and Improvement Plan utilizing the HSEEP Template. This is a requirement for reimbursement.
7. If awarded grant funds, each subrecipient should participate in the THIRA/SPR (Threat and Hazard Identification and Risk Assessment and Stakeholder Preparedness Review) process.
8. If awarded grant funds, each subrecipient should participate in the State's Annual Integrated Preparedness Planning Workshop.

9. All HSGP related exercise requirements in the forthcoming 2023 Homeland Security Grant Program Notice of Funding Opportunity must be followed.
 - a. For reference only: ([2022 Notice of Funding Opportunity](#)).
10. Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs. Activities to achieve planning inclusive of people with limited English proficiency
11. The expectation is that applicant have the ability to follow through on after-action reports/ improvement plans

Small Unmanned Aircraft Systems (sUAS) Requests:

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [IB 426](#) and [IB 438](#) and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

If seeking sUAS equipment, please be aware of the following requirements and necessary supporting documentation:

1. Successful applicants will agree to respond immediately anywhere in the state to support other agencies responses to terror attacks, natural disasters, missing persons, criminal investigations etc.
2. Applications must contain the following information:
 - a. Provide a detailed justification letter addressing:
 - i. The need for the aircraft and how the requested platform best meets that need as compared to other options;
 - ii. How the requested aircraft fits into the State integrated operational plans;
 - iii. Types of terrorism incident response and prevention equipment with which the requested aircraft will be outfitted;
 - iv. How the aircraft will be used operationally and which response assets will be deployed using the requested aircraft; and
 - v. How the aircraft will be utilized on a regular, non-emergency basis.
 - b. Provide copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015 (<https://obamawhitehouse.archives.gov/the-press->

[office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua](#))

- c. Participating agencies must have a policy that addresses the retention and use of the sUAS metadata gathered as a result of the use of sUASs associated with this project.
 - d. Written letter of support from authorizing authority of civilian oversight, i.e. Select Board, Town Manager etc.
 - e. Participating agencies must have FAA licensed operators to be qualified to receive the grant award. Agencies must keep accurate, up to date training and licensing records and agree to produce said records whenever requested by the Vermont Homeland Security Unit or Department of Homeland Security.
3. Participating agencies must follow their own records retention policy when it comes to the video obtained through the use of sUASs associated with this project.
 4. Participating agencies and sUAS operator must sign a Memorandum of Understanding (MOU) with the Department of Public Safety agreeing to respond anywhere within Vermont with HSGP funded equipment, when requested.
 5. Participating law enforcement agencies must report all sUAS usage in accordance with the following State statute: 20 V.S.A. § 4624.
 6. Participating agencies must certify that they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign made versus domestic sUAS.

HOW DO I PREPARE?

Ensure applicant has active UEI number:

Ensure that your organization has an active Unique Entity Identifier or UEI; and register and/or maintain current status in the System for Award Management (SAM). It may take four weeks or more to register for a UEI. Register your entity or get a UEI at www.sam.gov.

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.

Explain how your proposed project supports terrorism preparedness:

Be prepared to explain how your proposed project supports terrorism preparedness. The HSGP funding supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

Multiple Purpose or Dual-Use of Funds: Many activities that support the achievement of core capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. **However, all SHSP-funded projects must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

WHEN ARE APPLICATIONS DUE?

All applications and supporting documentation must be RECEIVED by the Homeland Security Unit office by **Friday, February 24th, 2023 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](#).

To be eligible:

- 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 [UEI](#) number and be currently active with the [System for Award Management \(SAM\)](#).
- Financial risk assessment survey (via [Microsoft Forms](#)) 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 200.318 to 2 CFR 200.326](#) 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 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 reimbursement (after-the-fact) in arrears of expenses, you may request pre-payment on a “Limited Cash Advance” basis.</i>	<p>1. A copy of agency’s Cash Advance Policy must be included in the application <u>AND</u> your Agency’s 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"/>	<i>is requesting equipment</i>	<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. 2. NEW IN 2023: A completed Quote Request Overview Form. 3. Geographical preference and/or sole source will not be sufficient. 4. Code of Federal Regulations, 2 CFR parts 317-319, requires full and open competition while procuring grant-funded equipment. Please refer to the Procurement Standards guidance included ensure compliance. 5. If (3) quotes are not provided, the applicant must explain the reason why three quotes were not submitted. 6. Equipment must be listed on the DHS Authorized Equipment List (AEL) and State Homeland Security 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 Overtime or Backfill</i>	A current pay chart identifying base and overtime rates.
<input type="checkbox"/>	<i>is requesting a vendor-offered training</i>	A vendor provided course description or syllabus and quotes as required by your organizations’ procurement policy.
<input type="checkbox"/>	<i>is requesting communications equipment</i>	Current FCC License and documentation that the applicant has coordinated with the Statewide Interoperability Coordinator (Terry.LaValley@vermont.gov)
<input type="checkbox"/>	<i>is requesting an increase in the quantity of HSGP-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

		<p>link: https://hsu.vermont.gov/homeland-security-unit/funding-opportunities/SHSP.</p> <p>Note: replacement equipment may not be prioritized.</p>
<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 sUAS equipment (small unmanned aircraft systems)</i>	<p>7. Successful applicants will agree to respond immediately anywhere in the state to support other agencies responses to terror attacks, natural disasters, missing persons, criminal investigations etc.</p> <p>8. Applications must contain the following information:</p> <ul style="list-style-type: none"> a. Provide a detailed justification letter addressing: <ul style="list-style-type: none"> i. The need for the aircraft and how the requested platform best meets that need as compared to other options; ii. How the requested aircraft fits into the State integrated operational plans; iii. Types of terrorism incident response and prevention equipment with which the requested aircraft will be outfitted; iv. How the aircraft will be used operationally and which response assets will be deployed using the requested aircraft; and v. How the aircraft will be utilized on a regular, non-emergency basis.

		<ul style="list-style-type: none"> b. Provide copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015 (https://obamawhitehouse.archives.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua) c. Participating agencies must have a policy that addresses the retention and use of the sUAS metadata gathered as a result of the use of sUASs associated with this project. d. Written letter of support from authorizing authority of civilian oversight, i.e. Select Board, Town Manager etc. e. Participating agencies must have FAA licensed operators to be qualified to receive the grant award. Agencies must keep accurate, up to date training and licensing records and agree to produce said records whenever requested by VTHSU or DHS. <p>9. Participating agencies must follow their own records retention policy when it comes to the video obtained through the use of sUASs associated with this project.</p> <p>10. Participating agencies and sUAS operator must sign a Memorandum of Understanding (MOU) with the Department of Public Safety agreeing to respond anywhere within Vermont with HSGP funded equipment, when requested.</p>
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		11. Participating law enforcement agencies must report all sUAS usage in accordance with the following State statute: 20 V.S.A. § 4624.
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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](#).

The Homeland Security Unit will hold multiple webinars and technical assistance sessions to assist applicants in developing applications. The webinar sessions will be educational session that will provide an overview of the grant program, timelines, and general information on how to apply. The technical assistance sessions will be opportunities for applicants to attend and ask questions, similar to open office hours.

To register for both please visit the [Microsoft Forms registration page found here](#). Registration for sessions will close 24 hours prior to the sessions at which point meeting invites will be distributed to those registered.

Homeland Security Grant Program Information Session	
Webinar Sessions	Technical Assistance Sessions
Wednesday, January 18 th , 2023 2:00-3:00 p.m.	Thursday, January 19 th , 2023 2:00-3:00 p.m.
Wednesday, January 25 th , 2023 11:00 a.m.-12:00 p.m.	Thursday, January 26 th , 2023 11:00 a.m. -12:00 p.m.
Wednesday, February 1 st , 2023 2:00-3:00 p.m.	Thursday, February 2 nd , 2023 2:00-3:00 p.m.
Wednesday, February 8 th , 2023 11:00 a.m. – 12:00 p.m.,	Thursday, February 9 th , 2023 11:00 a.m. – 12:00 p.m.
Wednesday, February 15 th , 2023 2:00 – 3:00 p.m.	Thursday, February 16 th , 2023 2:00 – 3:00 p.m.
	Wednesday, February 22 nd , 2023 11:00 a.m. – 12:00 p.m.
	Wednesday, February 22 nd , 2023 2:00 – 3:00 p.m.

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 asset 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.
12. Subrecipients will complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR is estimated to be open from October 2023 – February 2024.

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 10 to each of the applicable evaluation criteria outlined in the table below. One (1) is not at all, five (5) is acceptable, and ten (10) 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, February 24th, 2023 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 UEI # (without dash or space):		
Official Grantee UEI # 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 UEI 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 Integrated Preparedness Plan (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 - 10, where 1 is not at all, 5 is acceptable, and 10 is excellent, assign a score to each applicable statement as it relates to the application under review.</i>	
The application addresses the 2023 National Priorities	
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.	
Reviewer is confident that the proposed project is cost effective.	
The use of this subgrant opportunity will increase the applicant's ability to better serve its constituents.	
Reviewer is confident that the applicant and their project demonstrates a commitment towards improving Vermont's Core Capabilities.	

The applicant has demonstrated that their project will have a multi-jurisdictional or statewide benefit.	
	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/deb>
arment

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:²

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.³
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms be 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

² 2 CFR § 182

⁴ 2 CFR § 200.318(c)(1)

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises 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 2022 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 \$4,847,500, and Operation Stonegarden (OPSG) funding in the amount of \$500,000. The state shall receive OPSG 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 III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions

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

- I. 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 as instructed by the awarding agency.
- II. 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.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General 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.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access 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 or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if 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>.

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 VI - 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 VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 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 IX - 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 X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (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 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 XI - 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 XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 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 XIII – 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 XIV - 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 3002. 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 XV - 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 2C.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 XVI - 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 XVII - 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. 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 XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 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 XIX - 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 prohibit 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 XX - 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 XXI - 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 XXII - 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.) 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 XXIII - Hotel and Motel Fire Safety Act of 1990

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 Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute- as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or

expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - 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 XXVI - 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 XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 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 XXVIII - 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 XXIX - 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 XXX - 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 XXXI - 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 XXXII - 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. 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 XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 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 XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

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 XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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 XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVII – 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 XXXVIII - 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 XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

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 XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier 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 XLI - 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), which amends 18 U.S.C. sections 175-175c.

Article XLII - 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 XLIII - 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 XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA

website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. 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 orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - 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 XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) 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 FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your 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 XLIX - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article L - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article LI - 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.

Article LII - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

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

APPENDIX A: NATIONAL PRIORITY AREA EXAMPLE PROJECT TYPES

Priority Areas/ National Priorities	Core Capabilities	Lifelines	Example Project Types
Enhancing Cybersecurity	<ul style="list-style-type: none"> • Cybersecurity • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination • Screening, Search, and Detection • Access Control and Identity Verification • Supply Chain Integrity and Security • Risk Management for Protection Programs and Activities • Long-Term Vulnerability Reduction • Situational Assessment • Infrastructure Systems • Operational Communications 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Cybersecurity risk assessments • Migrating online services to the “.gov” internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments <ul style="list-style-type: none"> ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by CISA and the National Institute of Standards and Technology Cybersecurity Framework ○ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	<ul style="list-style-type: none"> • Operational coordination • Public information and warning • Intelligence and information sharing 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Operational overtime • Physical security enhancements <ul style="list-style-type: none"> ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access controls

	<ul style="list-style-type: none"> • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities 		<ul style="list-style-type: none"> ○ Fencing, gates, barriers, etc • Unmanned aircraft system detection technologies
Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS	<ul style="list-style-type: none"> • Intelligence and information sharing • Interdiction and Disruption • Planning • Public Information and Warning • Operational Coordination • Risk Management For Protection Programs and Activities 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Combating Domestic Violent Extremism	<ul style="list-style-type: none"> • Interdiction and disruption • Intelligence and information sharing • Planning • Public information and warning • Operational coordination 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open-source analysis • Execution and management of threat assessment programs to identify, evaluate, and analyze

	<ul style="list-style-type: none"> • Risk management for protection programs and activities 		<p>indicators and behaviors indicative of domestic violent extremists</p> <ul style="list-style-type: none"> • Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization • Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism
Enhancing Community Preparedness and Resilience	<ul style="list-style-type: none"> • Planning • Public Information and Warning • Community Resilience • Risk Management for Protection Programs and Activities • Mass Care Services • Intelligence and Information Sharing • Risk and Disaster Resilience Assessment • Long-Term Vulnerability Reduction 	Safety and Security	<ul style="list-style-type: none"> • Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment and training aides • Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity • Provide continuity training, such as FEMA’s Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards • Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans • Partner with key stakeholders to assist with completing the

			<p>Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</p> <ul style="list-style-type: none"> • Execute <i>You are the Help Until the Help Arrives</i> workshops in concert with community-based organizations to bolster individual preparedness • Target youth preparedness using FEMA programming such as Prepare with Pedro resources and Ready2Help • Promote community planning, coordination, and integration of children’s needs during emergencies through workshops like FEMA’s Integrating the Needs of Children • Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience • Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience.
Enhancing Election Security	<ul style="list-style-type: none"> • Cybersecurity • Intelligence and Information Sharing • Planning • Long-Term Vulnerability Reduction • Situational Assessment • Infrastructure Systems 	Safety and Security	<ul style="list-style-type: none"> • Physical security planning support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. • General election security navigator support • Cyber navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation,

			<p>software to monitor/scan, and endpoint protection</p> <ul style="list-style-type: none"> • Distributed Denial Of Service protection • Migrating online services to the “.gov” internet domain
Enduring Needs			
Planning	<ul style="list-style-type: none"> • Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Development of: <ul style="list-style-type: none"> ○ Security Risk Management Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning • Revision of existing plans to strengthen community resilience in underserved communities
Training & Awareness	<ul style="list-style-type: none"> • Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning • Sharing and leveraging intelligence and information • Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations

<p>Equipment & Capital Projects</p>	<ul style="list-style-type: none"> • Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements • Security cameras (CCTV) • Security screening equipment for people and baggage • Lighting • Access Controls • Fencing, gates, barriers, etc. • Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities • Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
<p>Exercises</p>	<ul style="list-style-type: none"> • Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience 	<ul style="list-style-type: none"> • Safety and security 	<ul style="list-style-type: none"> • Response exercises , including exercise planning with community-based organization.