

## VERMONT DEPARTMENT OF PUBLIC SAFETY ANNOUNCEMENT



**TO:** Vermont Schools and Supervisory Unions

**FROM:** Thomas Anderson, Commissioner of Public Safety

**DATE:** June 1, 2018

**SUBJECT:** School Safety and Security Grant Program Request for Proposal

The Vermont Department of Public Safety (VT DPS) is seeking applications for the project described herein. This funding, provided through the Vermont Capital Construction; State Bonding; Budget Adjustment Bill (H. 923) will allow Vermont Schools and Supervisory Unions to purchase enhancements to existing security systems or school infrastructure or new school security systems or technology that will enhance school safety. Under this bill, capital grants of up to \$25,000.00 per school may be awarded and each school shall be required to provide a 25 percent match to the grant amount, which shall be met through dollars raised and not in-kind services. Applications will be reviewed by the School Safety and Security Grant Working Group.

If requests for funding exceed the available amount, requests will be prioritized as identified in the Application Evaluation Criteria section of this RFP.

All applications must be RECEIVED at the Department of Public Safety office by Friday, June 29, 2018 at 3:00 p.m. EST. Proposals received after this date and time or proposals that are incomplete will NOT be eligible for consideration. Assistance in completing the application can be obtained by contacting Richard Deschamps (Richard.deschamps@vermont.gov) or (802) 244-8727.

Submit complete applications to: [DPS.SchoolSafety@vermont.gov](mailto:DPS.SchoolSafety@vermont.gov)

## **Application Information:**

1. Applications for funding must be received, approved and a grant agreement executed (signed by a DPS representative) *prior to expenditure of grant funds*.
2. Entities receiving funding must follow their own procurement policy when purchasing their equipment.
3. Entities receiving funding are subject to programmatic monitoring and/or financial audits conducted by the Department of Public Safety.
4. Misrepresentation or misuse of any equipment granted under these guidelines shall be subject to prosecution.
5. The performance period for this subgrant is September 1, 2018 to September 30, 2019.
6. The Applicant will submit a Final Report using a template provided by the Department of Public Safety.
  - a. A completed Final Report must be submitted within 30 days of the end date of this grant agreement.
  - b. 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.
7. The Applicant 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.
8. Agencies receiving funds will ensure that equipment is accounted for throughout its operational lifetime.
9. The Applicant will inform the DPS Financial Administrator in writing of any delays, proposed equipment substitutions or desired changes to the physical/geographic deployment, concept of operations, equipment substitutions, and/or technical specifications in order to determine if an amendment to this agreement 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.
10. The applicant must not be listed on the suspended and debarred list:
  - a. The Department of Public Safety will validate that each agency is not on the suspended and debarred list. Applications received by agencies not in compliance will not be reviewed.
11. The applicant must not be listed on the Restricted Parties List:
  - a. The Department of Public safety will validate that each agency is not on Department of Public Safety Restricted Parties List. Applications received by agencies on the Restricted Parties List will not be reviewed.
12. Eligible Applicants- grants will be available to Vermont schools, as defined in 16 VSA SS3447- “incorporated school districts, joint contract schools, town school districts, union school districts, regional career technical center school districts, and independent schools meeting education quality

standards that serve as the public high school for one or more towns or cities, or combination thereof, and that both receive their principal support from public funds and are conducted within the State under the authority and supervision of a board of trustees, not less than two-thirds of whose membership is appointed by the selectboard of a town or by the city council of a city or in part by such selectboard and the remaining part by such council under the conditions and for the purpose set forth in sections 3447-3456 of this title.”

**GRANT APPLICATION GUIDELINES & REQUIREMENTS:**

**Grant Application Checklist:**

Application packages must include and/or meet all of the requirements outlined in this Grant Application Checklist.

<i>ALL APPLICATIONS MUST CONTAIN THE FOLLOWING TO BE CONSIDERED:</i>	✓
Completed Vermont Subgrant Application	
Completed Vermont Subgrant Signature Page	
DUNS: Applicants must have a valid DUNS number.	
<p>Certificate of Insurance (COI) with current coverage:</p> <ul style="list-style-type: none"> <li>i. All applications must include a copy of your Certificate of Insurance validating current insurance coverage that meets the limits listed below.</li> <li>ii. Before commencing work with SSSG funds, applicants must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State. <ul style="list-style-type: none"> <li><i>Workers Compensation:</i> With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.</li> <li><i>General Liability and Property Damage:</i> With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to: <ul style="list-style-type: none"> <li>Premises - Operations</li> <li>Products and Completed Operations</li> <li>Personal Injury Liability</li> <li>Contractual Liability</li> </ul> </li> </ul> </li> </ul> <p>The policy shall be on an occurrence form and limits shall not be less than:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Per Occurrence</li> <li>\$1,000,000 General Aggregate</li> <li>\$1,000,000 Products/Completed Operations Aggregate</li> <li>\$ 50,000 Fire/ Legal/Liability</li> </ul> <p>Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.</p> <p><i>Automotive Liability:</i> The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in</p>	

<p>connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.</p> <p>Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement</p>	
<p>Financial risk assessment survey complete:</p> <ul style="list-style-type: none"> <li>i. The Vermont Department of Public Safety requires all agencies to complete a financial risk assessment survey. The financial risk assessment survey should be completed by your agency’s fiscal agent annually.</li> <li>ii. The applicant must have completed the following and not have been identified as high risk: <a href="https://www.surveymonkey.com/r/VTDPSrisksurvey">https://www.surveymonkey.com/r/VTDPSrisksurvey</a></li> <li>iii. The Department of Public safety will validate that each agency has completed the Financial Risk Assessment Survey. Applications received by agencies not in compliance will not be reviewed.</li> </ul>	

**Application Evaluation Criteria:**

- 1) Each member of the School Safety Working Group will review each application independently.
- 2) The Working Group will award a score to each of the applicable evaluation criteria outlined in the table below.
- 3) A score will be calculated for each project.
- 4) As this is a competitive process, only the highest scoring projects will be awarded.
  - a. The Working Group may choose to ask for additional documentation for review, as they see appropriate, to assist in the review and award process.

**All applications must be RECEIVED at the Department of Public Safety office by Friday, June 29, 2018 at 3:00 p.m. EST. Proposals received after this date and time or proposals that are incomplete will NOT be eligible for consideration.**

The application identifies and quantifies the need for the proposed equipment. Five (5) is excellent, three (3) is acceptable, and one (1) is not at all.	
The application identifies how the proposed equipment will address the identified need. Five (5) is excellent, three (3) is acceptable, and one (1) is not at all.	
The applicant has demonstrated how infrastructure improvements will be implemented into school emergency plan. Ten (10) is excellent, five (5) is acceptable, and one (1) is not at all.	
The application identifies how the organization will continue to maintain this project over the long term. Five (5) is excellent, three (3) is acceptable, and one (1) is not at all.	
The applicant has demonstrated that they are utilizing School Safety best practices. Five (5) is excellent, three (3) is acceptable, and one (1) is not at all.	
Equipment Score. See Appendix 3 of the RFP for a list of equipment priorities. Twenty (20) is priority equipment, five (5) is all other equipment.	
Application demonstrates a critical need. Ten (10) is demonstrated critical need, zero (0) is no critical need demonstrated.	
Reviewer is confident in the applicant's ability to properly use, report, and document the funds to be subgranted. Five (5) is excellent, three (3) is acceptable, and one (1) is not at all.	
<b>TOTAL</b>	<b>/65</b>

## Attachments and Appendices

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS .....	8
Appendix 1 – H.923 An act relating to capital construction and State bonding budget adjustment .....	18
Appendix 2 – Vermont Department of Buildings and General Services Current Contracts .....	19
Appendix 3 – Equipment List for School Safety Capital Grant .....	20

**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 notice to the State.

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

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

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

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

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

**16. Taxes Due to the State:**

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

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

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the

State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or

education programs) to any officer or employee of the State during the term of this Agreement.

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

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

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

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

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

**25. Force Majeure:** Neither the State nor the Party shall be liable

to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that

this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:**

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

**C. Termination Assistance:**

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

**28. Continuity of**

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

**29. No Implied Waiver of**

**Remedies:** Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:**

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

**31. Requirements Pertaining**

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

**A. Requirement to Have a**

**Single Audit:**

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

Subrecipient Annual Report is required.

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

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal

statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**(End of Standard Provisions)**

## OTHER GRANT AGREEMENT PROVISIONS

### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FOLLOWING SUBRECIPIENT PROCEDURES; PROCUREMENT; 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: <sup>1</sup>

**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

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<sup>1</sup> 2 CFR § 182

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.<sup>2</sup>

**3.** The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

**5. 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

**6. 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.

**7. CONFLICT OF INTEREST**

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

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<sup>2</sup> 2 CFR § 200.318 (c)(1)



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.

**Appendix 1 – H.923 An act relating to capital construction and  
State bonding budget adjustment**  
*(Signed by the Governor on May 28, 2018)*

Sec. 36a. SCHOOL SAFETY AND SECURITY CAPITAL GRANT PROGRAM

(a) Creation. There is created the School Safety and Security Capital Grant Program to be administered by the Department of Public Safety to enhance safety and security in Vermont schools, as defined in 16 V.S.A. § 3447. The amount appropriated in Sec. 10 of this act, adding 2017 Acts and Resolves No. 84, Sec. 13(c)(1), shall be used to fund this Program.

(b) Use of funds. Capital grants authorized in subsection (a) of this section shall be used for the planning, delivery, and installation of equipment for upgrades to existing school security equipment and for new school security equipment identified through threat assessment planning and surveys designed to enhance building security.

(c) Guidelines. The following guidelines shall apply to capital grants for school safety measures:

(1) Grants shall be awarded competitively to schools for capital-eligible expenses to implement safety and security measures identified in a security assessment. Capital-eligible expenses may include video monitoring and surveillance equipment, intercom systems, window coverings, exterior and interior doors, locks, and perimeter security measures.

(2) Grants shall only be awarded after a security assessment has been completed by the Agency of Education and Department of Public Safety.

(3) The Program is authorized to award capital grants of up to \$25,000.00 per school. Each school shall be required to provide a 25 percent match to the grant amount. The required match shall be met through dollars raised and not in-kind services.

(d) Administration. The Department of Public Safety, in coordination with the Agency of Education, shall administer and coordinate capital grants made pursuant to this section. Grant funds shall not be used to administer the Program.

(e) Reporting. The Department of Public Safety shall provide notice of any capital grants awarded under this section to the Chairs of the Senate Committee on Institutions and the House Committee on Corrections and Institutions.

## **Appendix 2 – Vermont Department of Buildings and General Services Current Contracts**

Current contracts with the Vermont Department of Buildings and General Services are available at the following link: <http://bgs.vermont.gov/purchasing-contracting/contract-info/current> This information may be helpful in determining vendors, but may not necessarily provide current or reduced pricing.

### **Appendix 3 – Equipment List for School Safety Capital Grant**

The following equipment priorities have been identified by the School Safety Working Group

*Priority Equipment – New or enhancements to existing (20 points assigned to each)*

1. Exterior door locking mechanisms, (keys, fobs, electronic access cards) that facilitate controlled access to school buildings
2. Interior door locking mechanisms so that all interior doors have the ability to be locked (preferably from the inside/in accordance with NFPA standards)
3. Mass notification devices/public address systems to ensure all those inside/outside school buildings can be informed of an emergency.

*Additional Equipment – New or enhancements to existing (5 points assigned to each)*

4. Audio/video monitoring devices and/or locking/unlocking devices on exterior doors that controls access to the school
5. Exterior window shading for all first floor windows (in accordance with NFPA standards)
6. Office/classroom interior window shading (in accordance with NFPA standards)
7. Electronic visitor management system that assists in identifying/vetting those wishing to gain access to the school
8. Portable radios for school executive leadership teams to assist in managing a critical incident (preferably having interoperability with local emergency first responders)
9. Door/prop alarms that notify faculty/staff when an exterior door is left open/ajar
10. Way finding signage posted outside the school directs parents/visitors/vendors to the main entry point to the school
11. Enhanced exterior lighting to increase safety and deter crime
12. Evacuation route signage for all classrooms and common spaces
13. At least one automatic defibrillator (AED) for interior use and one AED in support of exterior building activities/sporting events
14. Evacuation chair or evacuating support systems/plans for use in evacuating individuals with mobility challenges
15. Cell phone boosters for schools with limited cell phone coverage
16. Panic/duress alarms used to notify school officials or law enforcement of an emergency
17. Incident command vests/command boards and related equipment that assist school leadership teams with managing a critical incident
18. Classroom “go bags” containing critical incident supplies (first aid kit, food, water, attendance records, personal hygiene items and other supplies) to assist in managing a critical incident.
19. Enhanced first aid kits containing medical response supplies such as permanent markers, gloves, commercial bleeding control tourniquets, bandages, trauma shears, gauze dressing, occlusive dressing material, quick clot and other materials. Please consult with your Local Emergency Medical Services agency or Fire Department for information about what these first aid kits should contain.
20. Family re-unification sign package that will assist in the management of a family re-unification center.
21. Interior/exterior security cameras
22. New window/door construction or improvements that enhance access control or delay/deter access to a school
23. Exterior Door Signage
24. Other