

Request for Proposals

VERMONT GEOLOGICAL SURVEY

Cambridge-Jeffersonville Landslide Hazard Monitoring

Release Date: December 16, 2015

Proposals Due: December 30, 2015

Contact for Proposals: Kimberley McKee, ANR, Department of Environmental Conservation,
Financial Operations (802) 477-3349 Kimberley.McKee@vermont.gov

Introduction and Purpose:

As a Division in the Department of Environmental Conservation (DEC), the Vermont Geological Survey (VGS) is guided by the mission to protect the environment and human health and safety. The VGS has been monitoring several potentially hazardous landslide sites in the Cambridge-Jeffersonville area since 1999:

- 1) A series of three landslides occurred in 1999 on a steep bluff located east of the Brewster River in Jeffersonville, VT, resulting in displacement of over 27,000 cubic meters of material toward the Village (Bierman and others, 1999). At the top of the slide a house was undermined and had to be removed. Additional events occurred in 2006 and 2008. The VGS has been monitoring and studying the site since 1999.
- 2) Concerns about the risks posed by the fall of a large boulder in Easy Gully on the west side of Smugglers Notch in the summer of 2006 led to a study of the overall slope instability hazards in the Notch. The study delineated high landslide hazard areas within the Notch, the months in which landslides are most frequent, and the documented the relationship between heavy rainfall and landslide events in the Notch. The study recommended continued monitoring of sites

DEC is seeking proposals for a grant to monitor the landslide sites in Jeffersonville and Smugglers Notch and produce reports of the monitoring activities. Up to \$4,800 is available for January 15, 2016 – September 30, 2016 and an equal amount of in-kind or cash match is required.

Scope of Work:

DEC seeks proposals for the following:

- 1) From May –September 2016, monitor the rockfall and landslide conditions on a monthly basis in the higher hazard areas as identified in the attached map (Attachment A) near the Notch at Mt. Mansfield. If an event occurs, information on the location, date, time, type of landslide, source area, volume of material, damage, and antecedent weather conditions should be recorded for each event.

- 2) Continue the long-term monitoring and field research at Deer Run Heights, Jeffersonville, VT to assess the conditions of the slope including a) groundwater levels, b) precipitation, c) stream gauge measurements, d) ridge cutback rates, e) infiltration rates, and f) displacement of layers at depth through time domain reflectometry (TDR). A minimum of 6 site visits is expected.

- 3) Coordinate work with Norwich University to maintain monitoring devices and monitoring wells at the Jeffersonville site.

Schedule of Deliverables

DELIVERABLES: Two reports on monitoring activities, data collected and results.

June 30, 2016 – Progress report and summary of monitoring activities to date

September 30, 2016 – Final report and data collected for groundwater levels, precipitation, stream gauges, cutback rates, infiltration rates and TDR.

See Deliverables Table in **Deadlines and Content of Proposals** section for all deliverables that must be included in the proposal.

Funding and Method of Payment:

Funding for the RFP is available from an Emergency Management Performance Grant from the Federal Emergency Management Administration. All payments will be made after satisfactory completion of each deliverable as outlined in an agreement between the State and the selected entity.

CFDA Title	Emergency Management Performance Grant
CFDA Number	97.042
Award Name	Vermont Landslide Hazard Risk Mapping
Award Year	2015
Award Number	EMW-2015-EP-0073
Federal Granting Agency	FEMA
Research and Development Grant	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Project Timeline:

All work is to be completed prior to September 30, 2016. Specific deliverable deadlines are indicated in the sample deliverables table below.

Deadlines and Content of Proposals:

Questions: All questions are required to be submitted electronically via email to Kimberley McKee at Kimberley.McKee@vermont.gov by **December 23, 2015, 12:00 pm (noon) EDT** using the subject line “*VGSJeffersonLandslide RFP Questions.*”

Submittal: All proposals must be submitted electronically via email to Kimberley McKee by, **December 30, 2015, 4:00 pm EDT** using the subject line “*VGSJeffersonLandslide RFP Proposal.*”

Bid opening: Proposals are anticipated to be opened **December 31, 2016 at 9:00am EDT.**

Notification of a Winner: Proposal preliminarily accepted by DEC is anticipated to be notified no later than January 5, 2016.

All proposals must include the following information:

- Proposals must clearly address each of the selection criteria identified in this RFP below.
- A detailed scope of work describing how the deliverables will be met.
- A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact.
- A detailed description of the organization’s experience conducting landslide monitoring and maintenance of monitoring equipment; expertise in field geology; knowledge of landslide sites. This can include resumes, reports, and descriptions of expertise.
- A certificate of insurance, indicating that the entity or entities have met the insurance requirements listed in Attachment C.
- A cost breakdown sheet in response to the scope of work:
 - Itemized breakdown of labor/equipment rates,
 - estimated hours, material, subcontractor costs (if applicable) per item;
 - leveraging matching funds/in-kind work; and
 - cumulative total
- A complete and detailed deliverables table. An example of a deliverables table is included below.

Deliverables table that must be included in the proposal:

Performance Measure	Deliverable	Timeframe	*Payment
<p><u>#1. Contractor will:</u></p> <ul style="list-style-type: none"> • Conduct field work to monitor landslide hazard sites • Produce a progress report of site monitoring activities 	<ul style="list-style-type: none"> • Progress report with preliminary data collected at the Deer Run Heights site. 	<p>Work will begin immediately upon receipt of award approval</p> <p>Deliverables by June 30, 2016</p>	\$2,400
<p><u>#2. The Contractor will:</u></p> <ul style="list-style-type: none"> • Conduct field work to monitor existing and potential landslide hazard sites • Inform the State if site failure appears imminent based on the monitoring results 	<ul style="list-style-type: none"> • Report on all monitoring activities • Report of data collected, major findings, and recommendations for future work. 	September 30, 2016	\$2,400
Total			\$4,800

*Dollar amount shown represents maximum amount available for the specified performance measure

Selection Criteria:

Proposals will be reviewed and evaluated by three or more DEC staff members. Selection will be based on the following criteria:

50 points – Qualifications and Experience

Description provided of existing expertise in landslide hazard monitoring and maintenance of monitoring equipment; expertise in field geology; knowledge of landslide sites; familiarity and knowledge of previous work conducted in Jeffersonville.

35 points – Quality of Proposal

20 points – Degree to which the proposal demonstrates an understanding of the project deliverables

15 points – Degree to which the scope of work adequately addresses and describes how the work will be accomplished in a timely and effective manner

15 points – Budget Detail

Budget detail is complete and demonstrates how the work will be carried out.

Respondents to this RFP should be aware that they will need to agree to the State of Vermont Customary Contract Provisions (Attachment C) and the terms and conditions of the federal award (Attachment D) in order to execute an agreement for this project.

Confidentiality:

After conclusion of the contracting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the application shall clearly designate the material as such and explain why such material should be considered confidential. The Vendor must identify each page or section of the Proposal that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released. Under no circumstances shall the entire Proposal be designated as proprietary or confidential.

If the Vendor marks portions of the Proposal confidential, the Vendor shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Vendor. The Vendor's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

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

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit

is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the 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.

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

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.

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

13. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.
- 23. Certification Regarding Lobbying:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, 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 grant, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the State.

The Subrecipient shall require that the language of this certification be included in the award documents for all Grants at all tiers (including subgrants, and grants 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.

- 24. OMB Circular A-133 Assurance:** Subrecipient assures State that it complies with A-133 and that it will notify State of completion of required audits and of any adverse findings, which impact this Grant.

- 25. FFATA Compliance:** Subrecipient agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act (2 CFR Part 33), which requires the reporting of each transaction that obligates \$25,000 or more to a subrecipient to the USAspending.gov database within 30 days of the action.
- 26. Supplanting:** If required, the Subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
- 27. Audit of federal sub-recipient:** Under current interpretations of federal law, Subrecipient will be considered a “sub-recipient” subject to the federal single audit act. Subrecipient will comply with audit requirements contained in Circular A-128/ Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. The cost of such an audit will be borne by the Subrecipient/is included in the payment provisions of this contract.
- 28. Availability of federal funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**ATTACHMENT D: STANDARD TERMS AND CONDITIONS FOR
FEDERAL SUBRECIPIENTS
(DEPARTMENT OF HOMELAND SECURITY)**

1. **Conditions for Federal Funding Source.** This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

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

- 2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
- 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.

2. **Activities Conducted Abroad.** All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. **Best Practices for Collection and Use of Personally Identifiable Information (PII)** All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.
4. **Civil Rights Act of 1968.** All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 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. § 100.201](#)).

5. **Duplication of Benefits.** Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
6. **False Claims Act and Program Fraud Civil Remedies.** All subrecipients must comply with the requirements of [31 U.S.C. § 3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.
7. **Federal Debt Status.** All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#) and form SF-424B, item number 17 for additional information and guidance.
8. **Fly America Act of 1974.** All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.
9. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. §2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. §2225](#).
10. **Trafficking Victims Protection Act of 2000.** All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended ([22 U.S.C. § 7104](#)). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at [2 CFR § 175.15](#).
11. **USA Patriot Act of 2001.** All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends [18 U.S.C. §§ 175–175c](#). Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

12. **Use of DHS Seal, Logo and Flags.** All recipients must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
13. **DHS Specific Acknowledgements and Assurances.** All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
 - b. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.