

Wisconsin Emergency Management (WEM)

Notice of Funding Opportunity (NOFO)



Hazardous Materials Emergency
Preparedness Grant (HMEP)

Core & Specialized Hazmat Training
FFY2024

Applications must be submitted in
Egrants on or before **Saturday, August 31, 2024.**

Contact Information for this Notice of Funding Opportunity

Program Manager: Anita Smith (715) 635-2498
anita.smith@widma.gov

Submit Applications Using Egrants

Applications must be submitted through the Egrants online grants management system. If you have never used Egrants before, you will need to register for access to the system. To register online, go to <https://register.wisconsin.gov/accountmanagement/default.aspx> and complete the 'self-registration' process.

Authorization to access Egrants can take several days depending on registration activity. Please note: If you register outside the hours of Monday-Friday 7:30am-4pm, access may not be approved until the next business day. Once your Egrants access has been approved, you may begin your online grant application.

Egrants Help Desk: 608-242-3231 or WEMEgrants@egrants.us
The help desk is staffed on non-holiday weekdays between 7:30AM and 4:00PM.

The Egrants system user guide has step-by-step instructions for accessing and using the Egrants online system. The guide is posted on the grants page of the WEM website: <https://wem.egrants.us/egmis/documents/EgrantsExternalUserGuideUpdated9-9-19-Final.pdf>

Online Help is available throughout the Egrants application process. Once you have started an application, look for the HELP button in the top right corner of the screen. Page-specific instructions can be found there.

WEM Egrants website: <https://wem.egrants.us>

Requirements for Federally Funded Grants

Unique Entity Identifier and System for Award Management (SAM):

All applicants for this grant opportunity must be registered in SAM before submitting an application and continue to maintain an active SAM registration with current information at all times during the period of performance for the grant.

WEM's website has a helpful guide for SAM registration. [UEI External Fact Sheet \(wi.gov\)](#)

WEM cannot award a grant until the applicant has complied with all SAM requirements. Please contact the assigned Program Manager if need assistance.

Notice of Funding Opportunity: HMEP Core & Specialized HazMat Training FFY2024

Program Description: This grant provides hazardous materials training opportunities to public service personnel such as emergency managers, law enforcement, fire, EMS, public health, public works, local officials, and emergency volunteers.

This grant also provides hazardous materials training to individuals who respond with and support hazardous materials technicians. The duties of these individuals require a more directed or specific knowledge of the various substances they may be called upon to contain.

Wisconsin's Hazardous Materials courses are comprehensive and exceed national training standards in the field of HazMat response training.

A priority of the U.S. Department of Transportation (DOT) is the Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative. The ROUTES initiative addresses disparities in rural transportation infrastructure and the unique challenges which need to be considered to meet our Nation's priority transportation goals of safety and economic competitiveness.

See ROUTES Fact Sheet at <https://www.transportation.gov/rural/routes-fact-sheet>

Opportunity Category: Competitive

Important Dates:

Application Due Date: August 31, 2024

Project Start Date: October 1, 2024, or upon WEM's receipt of an executed federal award, whichever is later

Project End Date: March 31, 2025

Reporting requirements: If awarded a grant, your agency will be responsible for completing the following reports to receive reimbursement:

- Program Reports must be submitted quarterly by the 12th of the following month. A Final Program Report for closeout is due 30 days following the end of the grant.
- Fiscal Reports must be submitted quarterly by the 12th of the following month. A Final Fiscal Report/Reimbursement request for closeout is due 30 days following the end of the grant.

Anticipated Funding Amount: The anticipated dollar amount for this funding opportunity is **\$124,232.00** for funding the HMEP Core & Specialized HazMat training courses and is dependent upon WEM's receipt of an executed federal award.

All eligible requests for Core & Specialized HazMat training will be reviewed and awarded based on your department's current response capability, level of training, and the needs of the State of Wisconsin.

Match/Cost Sharing Requirement: None. However, any costs over the award amount will be the responsibility of the applicant.

Eligibility: Eligible applicants are Counties, on behalf of local units of government. You can find additional information at: <https://wem.wi.gov/hazardous-materials-training/>

Eligible Expenses: Funding may be used for Consultants/Contractual and Supplies/Operating Expenses on a reimbursement basis only.

Allowable training courses are listed in the PHMSA Hazardous Materials Emergency Preparedness Grant Guide Section 4.3. Expenditures listed as Conditionally Allowable and Unallowable in Sections 4.5 and 4.6 are not allowed.

<https://www.phmsa.dot.gov/grants/hazmat/hmep-expenditures-guide-pdf>

All expenses must be new and cannot replace existing state or local government funding. Substitution of existing funds with federal grants (supplanting) will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, repayment of monies provided under a grant, and civil and/or criminal penalties.

Recipients and sub recipients shall use their own procurement standards and regulations, provided that the procurement conforms to applicable Federal law and the standards identified in the Procurement Standards Sections of 2 CFR §§ 200.318-326.

All eligible expenses must have incurred within the performance period in the approved grant award. Additionally, any expenses that have incurred prior to notification from WEM of a fully executed award document are not eligible for reimbursement, regardless of if they fall within the Performance Period identified in the Award Documents. Any expenses that are submitted for reimbursement must be allowable, reasonable, match the trainings/projects detailed in the approved grant award and may not exceed the maximum award amount. Please see "Request For Reimbursement" for additional information.

Notice of Funding Opportunity: HMEP Core & Specialized HazMat Training FFY2024

Application Components

Through Egrants, you will provide WEM with detailed information about your project that will be used to make a funding decision. Questions on what is expected in each section can be directed to the Program Manager listed on page two of this document.

Information provided in this application may be cited in WEM reports or press releases and will likely be used in reports to federal funding agencies or other stakeholders. Plain language that clearly describes the intent of the project is most effective.

1. Main Summary

This page asks for information about your agency and the individuals responsible for the application and grant award. When identifying individuals involved in this grant, you may not list the same person as project director and financial officer. The financial officer is the individual responsible for financial activities in your organization while the project director will be overseeing project operations. An Alternate contact may be added to the application.

- The **Signing Official** is the highest elected official. (example: Mayor, County Board Chair, Tribal Chair, etc.)
- The **Financial Officer** – Person at the applicant agency who is responsible for financial reporting.
- The **Project Director** – Person at the applicant agency who is responsible for the project and for programmatic reporting.
- An **Alternate Contact** may be added to the application. This person is one that can and should access the application to complete required tasks such as modifications and reports, in the absence of the Project Director. This person should have knowledge of the project and authority to speak on behalf of the organization in the absence of the Project Director. This person cannot sign or certify on behalf of the Financial Officer or Project Director. If possible, we encourage the Project Director to list an Alternate Contact on the grant.

In the Brief Project Description text box, please describe your project. A suggested format is included for your convenience:

“Funds will be used by the (your agency name and others involved in the project) to (describe what funds will be used for and who will be involved). The (what - equipment, training, project, pilot, etc.) will (describe the specific goals you hope to achieve – how will this training improve safety in Wisconsin as it relates to the transportation of hazardous materials?) [If appropriate, add which area(s) of the state will benefit]”

2. Performance Measures

Indicate by hazmat response level the number of persons who will successfully complete the training session: Awareness, Operational, Technician, Specialist, or Other. Indicate the number of training courses to be conducted.

WEM requires a minimum class enrollment of 15 persons at each training course. Cross-discipline and cross-jurisdictional classes are encouraged to maximize the benefit-cost ratio.

3. Budget Detail

Complete a project budget using the following categories. For each category used, enter a justification that describes how the items in that category will be used during the grant period. It is important that you include specific details for each budget line item, including detailed cost calculation/computation for each item (*Item x cost per unit x quantity*).

Supplies & Operating Expenses: Costs under this category include but are not limited to consumables such as paper, stationery, postage, and software. Also include operating expenses such as rent and utilities. Computations are required for all items.

Contractor expenses for supplies does not go in this section. Supplies purchased by a contractor should be itemized under Consultant/Contractual Products or Service.

Consultants/Contractual: Provide costs associated with individuals or entities providing services through a contractual arrangement. **Quoted costs must be allowable, reasonable, and allocable.** Include detailed information to support the total cost. Show the basis of computation for each service requested. For each consultant enter the name, service to be provided, rate, and estimated time on the project. **Include a cost per person trained.** (e.g. "Contracted training \$30.00/student/day x 25 students x 4 days, total \$3,000.00"). Except for a few justified sole source situations, **contracts should be awarded via competitive processes.**

- Consultants/Contractual – Costs associated with the consultant/contractor rate of pay or flat fee contractual agreement.
- Consultants/Contractual Travel – Costs associated with mileage and hotel the consultant/contractor incurred performing contractual work. Meals are not reimbursable.
- Consultants/Contractual Products or Service – Costs for items such as, but not limited to duplicating, videotaping, moulage, and general office supplies the consultant/contractor has purchased.

4. Project Narrative

Describe the long-range training goals and objectives. Specifically address the:

- Potential benefit regarding total population and total special population at risk.
- Number of facilities reporting extremely hazardous substances in the jurisdiction.
- Need to augment response capability based on existing gaps.
- The benefits rural training(s) offer for safety as they pertain to transportation related Hazardous Materials responses.
- Indicate the current level of training that exists within the jurisdiction and criteria required to advance to the next level.

5. Required Attachments

To attach a document to your Egrants application you must type “See Attached” in the text box to enable the document attachment tool. For each class, submit:

1. Course outline showing the objectives of the course.
2. Agenda of the training project.
3. A quote for the training course/s.
4. Resume, biography, or training records showing the qualifications of the instructor (attach extra pages if needed). Your application will not be considered without this information as each level of hazmat training must meet certain objectives and each instructor must have certain qualifications for the training to qualify for the grant funds. This requirement will be waived for technical college courses instructed by internal staff or courses instructed by REACT Center instructors.

Application Review and Award Criteria

All applications must be submitted on or before the deadline and will be screened for completeness and compliance with the instructions provided in this announcement. WEM staff will review applications to ensure consistency with state training policy, score applications for funding decisions, and make recommendations to the WEM Administrator. All final grant award decisions will be made by the WEM Administrator.

Post-Award Special Conditions/Reporting Requirements

If you are awarded funds under this announcement, you will be required to provide regular progress reports. The schedule for your reports will be included in your grant award materials. Please review all your grant award special conditions and Egrants reporting requirements when you receive the Grant Award documents. Your grant award will be subject to general terms and conditions as well as the following special conditions.

1. Minimum Enrollment

WEM requires a minimum class enrollment of 15 persons at each training course. Cross-discipline and cross-jurisdictional classes are encouraged to maximize the benefit-cost ratio.

If it appears there may be difficulty achieving the 15 person minimum requirement, the Project Director for the training grant must contact the Program Manager ten (10) business days prior to the start of the class. WEM staff will determine if the class will be posted on the Wisconsin Training portal or other digital media to recruit additional students.

Exceptions to the 15 person minimum requirement may be considered on a case-by-case basis and must be approved five (5) business days prior to the start of the training session.

In the Performance Measures section in the Egrants Program Report enter the cumulative number of persons who successfully completed the training session by their hazmat response level: Awareness, Operational, Specialist, Technician, or Other. Indicate the cumulative number of training courses conducted.

2. Disciplines

In the Service Information section in the Egrants program report enter the cumulative number of persons trained broken out by discipline: Emergency Management, EMS, Fire Service, Law Enforcement, or Other.

3. Roster

A class roster is required for each course funded under this award. Upload the document into the Attachments section in the Egrants program report.

4. Evaluations

Class Evaluation forms or a summary of the Evaluation Forms (by personnel other than instructors) is required. Upload the documents into the Attachments section in the Egrants program report.

Request for Reimbursement

Payments will be made on a reimbursement basis only. Requests for reimbursement are made by submitting a Fiscal Report in Egrants. Guidance regarding requirements and process is accessible through the Egrants Job Aid for Fiscal Reports: <https://wem.wi.gov/wp-content/library/grants/egran-aid-fiscal-report-and-reimbursement-request.pdf>.

If actual class attendance is 14 or less persons and no exception has been arranged, a per person trained cost will be reimbursed.

The following documentation is required to be attached to and submitted in the Fiscal Report in Egrants:

1. Reimbursement Request Form generated by the Egrants Fiscal Report and signed by the Project Director and Financial Officer.
2. Itemized invoices/receipts that are detailed to clearly show what was purchased and the costs.
3. Proof of payment must be submitted. The proof of payment must show that the vendor has been paid in full.
4. Additional support documentation as necessary .


Request for Award Modification

Requests for an award modification must be submitted to WEM for the following circumstances:

1. Change of a signing official, fiscal officer, or project director.
2. Requesting a change in the award amount, returning the award, or moving costs between budget categories.
3. Requesting an extension of the performance period. Extensions will be considered on a case-by-case basis. Requests must be submitted prior to the approved grant end date.
4. Changing the scope of the project including class type, objectives, or performance measures.

Requests for modifications must be submitted in Egrants prior to the activity occurring or expenses incurred. All modification requests will be reviewed by the Program Manager for approval. All final grant modification decisions will be made by the WEM Administrator. Modifications are not considered final until WEM provides a signed Grant Adjustment Notification (GAN); **any related expenses incurred prior to receipt of a signed modification approval are not eligible for reimbursement.**

Additional Resources

- Wisconsin Emergency Management website: <https://wem.wi.gov/>
- WEM Grant Administration tools: <https://wem.wi.gov/admin-tools/>
- WEM Egrants Job Aid for Fiscal Reports: <https://wem.wi.gov/wp-content/library/grants/egrants-job-aid-fiscal-report-and-reimbursement-request.pdf>
- HMEP-funded courses are eligible to be placed on the Wisconsin Emergency Management Training Portal: <https://www.trainingwisconsin.org/index.aspx>. For assistance, please contact chris.trossen@wisconsin.gov.
- Egrants (User Guide available on Log-in screen): <https://wem.egrants.us/>
- Online Help is available in many areas of the Egrants program – watch for the  buttons.
- Egrants Helpdesk is staffed on non-holiday weekdays between 7:30AM and 4:00PM. Email: WEMEgrants@egrants.us

APPENDIX I: DMA/WEM STANDARD TERMS & CONDITIONS

Article I. 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 II. Compliance with Award Terms and Conditions

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA, WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under state and/or federal law.*
- (e) *Withhold further awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

Article III. Recipient Responsibilities

In accepting this financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Article IV. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

Article V. Adherence to Original Project Objectives and Budget Estimates

a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of a federal award, and only with the written approval of the authorized official or delegate.

Article VI. Acceptance of Post Award Changes

In the event DMA/WEM 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.

Article VII. Prior approval and modifications

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity (NOFO). The following require WEM's **advanced** written approval:

- i. Changes to key personnel*
- ii. Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii. Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv. Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the subrecipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the subrecipient.

Article VIII. Allowable activity and costs

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary and reasonable. To be allowable under a grant program, costs must match the sub-grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.
- (b) If incurred within the performance period, payment must be made within 30 days of the grant period ending date.

Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose and under the conditions applicable to the award. Program income should be used as earned and accounted for in your reimbursement request.

Article X. Duplication of Benefits

Any cost allocable to a particular financial assistance award provided for may not be charged to other 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 XI. Procurement

Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards. If the subrecipient does not have their own procurement policies and procedures, then the State of Wisconsin Procurement Policy and Procedures applies.

<https://doa.wi.gov/Documents/DEO/ProcurementDeskGuide.pdf>

Article XII. Travel expenses

Recipients and subrecipients shall use their own travel policy and procedures, provided that the policy and procedure conform to applicable state law and not otherwise stated in the Notice of Funding Opportunity. If a subrecipient does not have travel policy and procedures, then the State of Wisconsin Travel Policy – Section F Uniform Travel Schedule Amounts applies as the threshold for what is deemed reasonable.

https://dpm.wi.gov/Documents/BCER/Compensation/PocketTravel%20Guide_11_2023.pdf

https://dma.wi.gov/wp-content/library/StateHR/Travel/Section_F_21-23.pdf

Article XIII. Equipment and supplies

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The recipient is required to maintain proper training and inventory records for the appropriate retention period.

Article XIV. Acknowledgement of Funding from WEM

Recipients and Subrecipients must acknowledge their use of 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 grant funds.

Article XV. Payments and closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including Program Report(s), Fiscal Report(s), and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions and requirements have been met. If DMA/WEM determines that payment to the recipient was not proper after the payment has been made, WEM will notify the recipient of recoupment in writing in which the subrecipient has 30 days to repay WEM or appeal the decision.

Article XVI. Monitoring

- (a) Subrecipients must complete all required reporting and special conditions as stated in the NOFO, in the grant management system (Egrants) and upon the request of the Grant Manager.
- (c) Subrecipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article XVII. Maintaining, retaining and access to records

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

- (a) Subrecipients must maintain official grant records of all grants related activity, adherence to grant requirements and grant funded costs. This includes but is not limited to documentation of actual time and effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs and/or Wisconsin Emergency Management.
- (e) Subrecipients must give access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

Article XVIII. 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. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, Driver License Numbers, Social Security Numbers, Addresses, Telephone numbers, Credit Card information and/or bank account information.

Article XIX. Nondiscrimination

In connection with the performance of work under this agreement the grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in s. 51.01(5) Wis. Stats., arrest or conviction record, sexual orientation, as defined in s. 111.32(13m) Wis. Stat. or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and Grantees for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, Rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination because of age.

Article XX. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the recipient, or to any individuals or entities with whom the recipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions or inactions on the part of the recipient for services rendered pursuant to the Award Agreement. The recipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the recipient or recipient's agent or employees.

Article XXI. Establishment of safeguards

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes 946.10 and 646.13.

Article XXII. Termination of Agreement.

Any termination of this grant award shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This grant award may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this grant award at any time for cause by delivering thirty (30) days written notice to the Recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (f) DMA/WEM may terminate this grant award at will effective upon delivery of written notice to the Recipient, under any of the following conditions:
- (g) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
- (h) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
- (i) If any license or certification required by law or regulation to be held by the Recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.

Agreement Articles for Federal Fiscal Year 2024 HMEP Awards

ARTICLE I. Summary Description of Award

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorizes the U.S. Department of Transportation (DOT) to provide assistance to public sector employees through training and planning grants to States, Territories, and Native American tribes for emergency response. The purpose of this grant program is to increase State, Territorial, Tribal, and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. This grant consists of Hazardous Materials Emergency Preparedness (HMEP) funds from the Pipeline and Hazardous Materials Safety Administration (PHMSA) under **Federal Award Identification Number (FAIN) 693JK32240051HMEP**.

ARTICLE II. Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient who expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted. 2 CFR 200 is incorporated by reference into this award.

Article III. Federal Debt Status

All recipients are not indebted to the United States Government.

ARTICLE IV. Restrictions On Use Of Funds For Lobbying, Support Of Litigation, Or Direct Advocacy

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project. The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450 – “Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.” 49 CFR 20 is incorporated by reference into this award.

ARTICLE V. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”. 49 CFR 21 is incorporated by reference into this award.

ARTICLE VI. Government-Wide Debarment And Suspension (Non-Procurement)

No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.” 2 CFR 1200 “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

ARTICLE VII. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with 49 CFR 32, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

Article VIII. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- (a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.

- (b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- (c) Affirmative steps include:
 - (i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - (ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran owned or located in a HUBZone are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

ARTICLE IX. Seat Belt Use Policies And Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

Article X. Ban on Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (b) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

Article XI. Copyright

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subaward, or contract under a grant or subaward; and any rights of copyright to which a recipient, subrecipient a contractor purchases ownership with grant support.

Article XII. Reporting Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation.

- (a) Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

Article XIII. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 2 CFR 200.315 - "Intangible Property."

Article XIV. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

Article XV. 811, Call Before You Dig Program

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. There are five steps to safer digging:

- (a) Make a free call to 811 a few days before digging.
- (b) Wait the required time – which is prescribed in state law but generally two to three days.
- (c) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- (d) Respect the marks.
- (e) Dig with care.

The recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the 811 – Call Before You Dig section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at www.phmsa.dot.gov.

Article XVI. Access to Electronic and Information Technology

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d.

Article XVII. Combating Trafficking in Persons

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in

- (a) severe forms of trafficking in persons;
- (b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- (c) the use of forced labor in the performance of the grant or cooperative agreement; or
- (d) acts that directly support or advance trafficking in persons, including the following acts:
 - (i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - (ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
 - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - (iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 - (iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 - (v) Providing or arranging housing that fails to meet the host country housing and safety standards.

Article XVIII. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements

- (a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- (b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.

- (c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

Article XIX. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

DOT Inspector General Hotline

1200 New Jersey Ave SE

West Bldg 7th Floor

Washington, DC 20590

Email: hotline@oig.dot.gov

Web: <http://www.oig.dot.gov/Hotline>

Article XX. Acceptance of Post-Award Changes

In the event that DOT or PHMSA determines that changes are necessary to WEM's award after this award has been made, including changes to the 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.

Article XXI. Universal Identifier and System for Award Management

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

Article XXII. Training Certification Requirement

The recipient agrees to use HMEP training funds in accordance with the authorizing language at 49 U.S.C. § 5116 *et seq* to provide emergency responders with the training capabilities required to protect nearby persons, property, and the environment from the effects of accidents or incidents involving the transportation of hazardous material in accordance with existing regulations or National Fire Protection Association standards for competence of responders to accidents and incidents involving hazardous materials.

WEM Conditions

- (a) The recipient and any sub-recipient(s) must comply with the Grant Announcement used to announce the funding opportunity.
- (b) The recipient and any sub-recipient(s) must comply with the Grant Award Documents.
- (c) The recipient and any sub-recipient(s) must cooperate with the WEM Compliance Monitors.

ARTICLE XXIII. Compliance With Award Terms And Conditions

Submission of a signed Request for Reimbursement (payment request) form constitutes the Recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA, WEM and/or PHMSA determines that noncompliance by the sub-recipient cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- (b) Disallow all, or part of, the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Article XXIV. Termination of Agreement

This grant award may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this grant award at any time for cause by delivering thirty (30) days written notice to the Recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this grant award at will effective upon delivery of written notice to the Recipient, under any of the following conditions:
 - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
 - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
 - (iii) If any license or certification required by law or regulation to be held by the Recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.

Any termination of this grant award shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.