

Wisconsin Emergency Management (WEM) Notice of Funding Opportunity (NOFO) – State Local Cybersecurity Grant Program (SLCGP) Cycle 3 Funding FY2024

Applications must be submitted in Egrants on or before Friday, October 30, 2026

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1 Basic Information

1.1 Executive Summary

The Infrastructure Investment and Jobs Act (IIJA) established grant funding through the State and Local Cybersecurity Grant Program (SLCGP) to award grants to eligible entities to address cybersecurity risks and cybersecurity threats to information systems. The SLCGP provides funding to state, local, and tribal governments to improve their cybersecurity capabilities. Administered through the federal Department of Homeland Security's (DHS) Cybersecurity and Infrastructure Security Agency (CISA) and Federal Emergency Management Agency (FEMA), the program aims to help state, local, and tribal governments improve their cybersecurity posture and better protect their networks, systems, and data from cyber threats.

In Wisconsin, the SLCGP is administered by Wisconsin Emergency Management (WEM) and the Division of Enterprise Technology (DET). This is the third round of funding available from the Cycle 3 FY2024 funding. For this round, the grant funding must be used on cybersecurity-related activities, limited to the purchase and/or installation/activation of internet edge security, implementation assistance for migration to the .gov domain, vulnerability management, immutable backups to the

cloud, security awareness & training programs, penetration testing, multifactor authentication (MFA), managed detection and response (MDR), endpoint protection and response (EDR), and extended detection and response (XDR).

To maximize the impact of grant funds across the State, this program heavily favors the adoption of low-cost, scalable, and cloud-delivered services over traditional infrastructure. To establish a strong baseline defense at zero cost and limit complexity, smaller entities are strongly encouraged to integrate free cyber hygiene services through CISA into their security strategies.

1.2 Eligible Applicants

Grant funding is available to counties, tribes, municipalities, school districts, utilities, councils of governments, and other public entities as part of a competitive grant process.

1.3 Anticipated Funding for This Opportunity

- Total amount of funds available: \$4,712,514.40
- Anticipated number of awards: 100
- Anticipated grant award amount: \$100,000.00
- Cost share: There is no local cost share requirement for this funding opportunity.

1.4 Funding Source Information

- Authorization: The Department of Homeland Security as authorized by section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g)
- Assistance Listing Number (for Single Audit requirement): 97.137

1.5 Key Dates

- Application due date: Friday, October 30, 2026
- Award dates
 - Anticipated grant performance/budget period (grant period): **03/01/2027 to 08/31/2028**
 - Anticipated notice of award date: **02/15/2027**
- Post-award dates
 - Program Reports due: Semi-annually

- Fiscal Reports/Reimbursement Requests due: Semi-annually
- Inventory Reports due: Final only, if applicable

1.6 Contact Information

- Grant manager: **Marc Couturier, SLCGP Grant Manager**
- Phone: **(608) 590-9112**
- Email/MS Teams: marc.couturier@widma.gov

2 Program Description

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber risk management is further complicated by the ability of malicious actors to operate remotely, linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities.

Considering the risk and potential consequences of cyber incidents, strengthening the cybersecurity practices and resilience of state, local, and territorial (SLT) governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (also referred to as the Bipartisan Infrastructure Law), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their communities. This is in direct support of program goal 1 of the approved Wisconsin Cybersecurity Plan: Improve K-12, local government, and publicly owned critical infrastructure capability and capacity to adopt and use best practices and methodologies to enhance cybersecurity. Furthermore, this request aligns with objective 1.2 of the Wisconsin Cybersecurity Plan: Provide technical assistance to update local endpoints in line with cybersecurity best practices.

3 Eligibility

3.1 Eligible Applicants

The Project Director or individual that submits an application on behalf of an entity is certifying that they have the authority to obligate the applicant to all requirements in this NOFO including all rules and regulations identified in the Post-Award Requirements and Administration section, and that the applicant and Project Director are willing and able to comply.

Grant funding is available to applicants from counties, tribes, municipalities, school districts, utilities, councils of governments, and other public entities as part of a competitive grant process.

Per federal regulations 2 CFR Part 25, all applicants are required to have a valid Unique Entity Identifier (UEI) number in System for Award Management (SAM) before applying. If the applicant is exempt under 2 CFR 25.110(b) or (c), or has an exception approved by the federal awarding agency under 2 CFR 25.110(d), please reach out to the grant contact.

Per federal regulations 2 CFR Part 180, any entity debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities is ineligible under this funding opportunity.

See the Requirements and Actions Prior To Applying and Responsiveness Review sections of this NOFO for more information.

3.2 Eligible Costs

All expenses related to this grant must be allowable, reasonable, allocable, and incurred within the grant's performance and budget period (grant period). Applicants that accept funding are responsible for all sustainment costs.

Eligible activities with definitions include:

- Internet edge security
 - Next-generation firewalls (NGFWs): Ability to inspect and filter traffic at Layers 3-7.
 - Firewall as a Service (FWaaS): A cloud-native firewall to enforce consistent policy on the internet connection.

- Secure web gateway (SWG): Protects users from web-based threats, filters content, and enforces acceptable use policies; may include features like URL filtering, anti-malware, and application control.
- DNS security: Could be bundled with NGFW or a separate service; protects against malicious domains, command and control callbacks, and phishing attempts at the DNS layer.
- Web security (URL filtering): Could be bundled with NGFW or a separate service.
- Email security: Appliance or service that blocks spam, phishing, and malware before reaching your mail server.
- DDoS protection: Could be bundled with NGFW or a separate appliance/service.
- Cloud-based edge security: Secure hybrid workforce.
- Intrusion prevention system (IPS): Cloud-delivered threat detection and prevention.
- Implementation assistance for migration to the .gov domain
 - Vendor expenses can be covered by the grant to assist the entity with the following:
 - .gov registration
 - Implementation of Multi-Factor Authentication (MFA), Managed Detection Response (MDR), Endpoint Detection and Response (EDR), and/or Extended Detection and Response (XDR).
 - Email migration
- Vulnerability management
 - Automated tools to detect known vulnerabilities. Can be run in-house or performed by a vendor. The service provided must perform the scanning, assess the vulnerabilities, remediate or mitigate, and then rescan to verify remediation.
- Immutable backups to the cloud
 - Immutable backups to the cloud are stored in a way that cannot be modified, deleted or overwritten for a defined length of time.
- Security awareness and training programs
 - Some state contracts exist that are eligible for all SLTT entities.
- Penetration testing
 - Helps to identify cybersecurity vulnerabilities using tools and social engineering.
- Multifactor Authentication (MFA)

- A multi-step account login process that requires users to enter more information than just a password. For example, along with the password, users might be asked to enter a code sent to their email, answer a secret question, or scan a fingerprint.
- Managed Detection & Response (MDR)
 - Services monitor various areas like endpoints, networks, and cloud environments.
- End Point Detection & Response (EDR)
 - Focuses on detecting and responding to threats on individual endpoints.
- Extended Detection & Response (XDR)
 - Expands on EDR by integrating data from multiple sources (endpoints, cloud, network, etc.)
- Recommended options for smaller entities with limited cybersecurity experience or limited bandwidth:
 - Cybersecurity training
 - Use CISA guidelines
 - MFA (multifactor authentication)
 - Implement .gov domain

3.2.1 Allowable Cost Categories

The following direct cost categories and related costs are allowable under this funding opportunity:

Supplies & Operating

Costs under this category are for equipment and/or supplies that are \$10,000.00 or less.

Eligible costs under this category are limited to the following:

- See eligible costs 3.2 above.

Equipment

Costs under this category include equipment and/or supplies greater than \$10,000.00:

- ***These costs should follow local procurement policies and procedures that adhere to the required procurement standards as stated in the Terms and Conditions of this grant.***
- ***All equipment costs must follow asset management requirements.***
- ***All approved eligible costs must be on the Authorized Equipment List (AEL), provided as an attachment at <https://www.fema.gov/grants/tools/authorized-equipment-list>. Categories 04 and 05 are applicable to this grant.***

Eligible costs under this category are limited to the following:

- ***See eligible costs 3.2 above.***

Consultant/Contractual

Costs under this category include consultant or contractual services through a third party. All costs must have a signed contractual agreement, and, if appropriate, must adhere to proper procurement standards.

Guidelines:

Vendor expenses will be reviewed and must be reasonable, allowable, and allocable.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E/subject-group-ECFRea20080eff2ea53/section-200.404>

General Services Administration-GSA Not-To-Exceed Hourly Ceiling Rate for Cyber Security Engineer:

<https://buy.gsa.gov/pricing/qr/mas?q=Cyber%20Security%20Engineer>

Eligible costs under this category are limited to the following:

- ***See eligible costs 3.2 above.***

3.2.2 Conditionally Allowable Costs

There are no conditional costs that will be considered. Eligible costs are limited to allowable costs listed above.

3.2.3 Unallowable Costs

Eligible costs are limited to allowable costs listed above. All other cost categories and costs are not allowable. See the Funding Restrictions section of this NOFO for more information.

3.3 Funding Restrictions

The following costs are prohibited, and any violation 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.

Supplanting is prohibited. *Supplanting is the substitution of existing state or local government funding with grant funds. However, supplementing is allowed in which the funds are used in addition to the existing budget. Costs may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal or state statutes, regulations, or Terms and Conditions of the awards; or for other reasons.*

Duplications of benefits are prohibited. *Duplication of benefits is any cost that is approved under other financial assistance for the same purpose and within the same performance period. Furthermore, any costs that exceed the amount that would have been allowed using the entity's normal operating policies and procedures are not allowed.*

3.4 Eligible Activities and Outcomes

The activity supported by this grant must contribute to the achievement of the program's goals, objectives, and priorities described in the [Program Description](#) section above. Any activity that occurs outside this grant's performance period is unallowable. Any costs incurred by entities prior to a signed grant award agreement (pre-award costs), will not be eligible for reimbursement of those costs.

3.5 Cost Share

There are no local cost share requirements for this funding opportunity as the thirty percent (30%) match requirement for this cycle of funding has been waived by FEMA. **Any costs over the eligible award amount will be the responsibility of the applicant.**

4 Application Requirements

4.1 Application Requirements and Submission Deadlines

Applications must be submitted through the Egrants online grants management system accessible at <https://wem.egrants.us> on or before Friday, October 30, 2026.

The act of submitting an application in Egrants certifies that the applying agency and Project Director are willing and able to comply with all requirements in this NOFO, including all rules and regulations identified in the Post-Award Requirements and Administration section. If your agency is not able to comply with all requirements, you are encouraged to forego applying for these grant funds.

Failure to submit the Egrants application by the posted deadline and/or respond to requests from WEM, may lead to rescission of grant funding. Any delays in resubmitting a returned application, therefore delaying WEM's ability to approve the application, will result in a delayed grant start date and in turn, delay the applicant's ability to incur expenses on the grant.

The application components, forms, and guidance are outlined in the Egrants Application Content and Forms section below. For special accommodations, **please** contact Marc Couturier at marc.couturier@widma.gov.

4.2 Requirements and Actions Prior To Applying

4.2.1 Egrants Access and Registration

To access the Egrants system, you will need a user identification and a password. If you need to request access to the Egrants system at <https://wem.egrants.us/>, please see the WEM Egrants User Guide  on WEM's website <https://wem.wi.gov/grant-admin-tools/>. Sharing usernames and passwords is strictly prohibited and may result in disqualification of the user and/or applicant agency in this and future funding opportunities.

4.2.2 Pre-Applications or Letters of Intent

There are no pre-application requirements for this funding opportunity.

4.2.3 Unique Entity Identifier (UEI)

A Unique Entity Identifier (UEI) must be included in the application. Refer to the eligibility requirements in the Eligible Applicants section above. If your agency does not have a UEI, one will need to be obtained. For guidance on how to obtain or verify the UEI, visit SAM.gov; additional guidance is available in the "WEM Reference Guide for SAM.gov" available at <https://wem.wi.gov/admin-tools/>.

4.3 Egrants Application Content and Forms

Through Egrants, you will provide WEM with detailed information about your project that will be used to make a funding decision.

Information provided in this application may be cited in WEM reports or press releases and used in reports to federal funding agencies or other stakeholders. To be considered for award, all application components, forms, and information provided must be completed in their entirety as described below.

Standard requirements, contents, forms, instructions, and technical assistance are in the WEM Egrants User Guide  on WEM's website <https://wem.wi.gov/grant-admin-tools/>. Additional requirements and application sections specific to this funding opportunity are provided below.

4.3.1 Main Summary

Follow the [WEM Egrants User Guide](#)  to complete this section. Refer to the Eligible Applicants section above for specific guidance on who is eligible to be the applicant's contacts.

4.3.2 Performance Measures

No performance measures are required. Follow the instructions in the Egrants User Guide to complete this section.

4.3.3 Budget Detail

Refer to the [Eligible Costs section above](#) for eligible costs to include. Follow the [WEM Egrants User Guide](#)  for instructions to complete this section. Costs must be sufficiently broken out to determine the eligibility of each activity separately. For example, contractual MFA implementation and MFA licensing must be listed as separate line items. Subscription and licensing costs must be prorated for the anticipated 18-month grant period of performance.

Required Attachments

Please upload the following documents to your application in this section:

- Quotes, estimates, calculations to support your budget request.
- Multi-entity application information.
- Implementation schedule.
- Cybersecurity vulnerability scan results – do not share information on specific vulnerabilities.
- Other attachments, as needed or desired.

Follow the [WEM Egrants User Guide](#)  to complete this section.

4.3.4 Additional Application Sections

The following sections are required under this funding opportunity. Follow the instructions below to complete each section before submitting the application.

Budget Narrative

The maximum allowable award amount per entity is \$100,000.00. The budget should demonstrate a clear link to the overall program or project and the proposed budget items. Please attach supporting documentation to support the funds requested such as quotes, estimates, and calculations.

Agency Profile

Provide your entity type: county, tribe, municipality, school district, utility, council of governments, or other public entity. If other public entity, please specify the entity type.

Community Profile

Is the applicant a rural community?

Per the Federal Notice of Funding Opportunity, “rural” is any area with a population of less than 50,000 individuals. The following definitions apply for specific Wisconsin entities:

Local Education Agencies (LEA):

For purposes of this NOFO, a local educational agency (LEA) will be considered to be serving a rural community if, during Federal Fiscal Year 2025 (October 1, 2024 – September 30, 2025), they were eligible to participate in the **U.S. Department of Education’s Rural Education Achievement Program (REAP)**.

To determine eligibility, applicants may reference the **REAP FY2025 Master Eligibility Spreadsheet** available on the U.S. Department of Education’s website (see instructions at link to download). Any non-null entry (e.g. “SRSA” or “RLIS”) for a LEA in Column T (“FY2025 Final Program”) of the FY2025 Master Eligibility Spreadsheet indicates eligibility.

Libraries:

*For purposes of this NOFO, a local public library or public library district will be considered to be serving a rural community if the street address of the library, or of the main branch of a multi-branch library district, is ***not*** located in a census tract or census block area designated as “urban”, per the definition provided by the **U.S. Census Bureau** on their **“Urban and Rural”** website, and as determined by the 2020 decennial census. Several options to determine eligibility are linked from this website, including a **searchable visualization of urban areas using U.S. Census TIGERweb data on ArcGIS**.*

Municipalities:

For the purposes of this NOFO, a municipality will be considered rural if it is not currently designated as urban by the U.S. Census Bureau. To determine urban status, please consult the most current listing located **here**.

Project Narrative

Describe your program or project in detail, including what objectives will be accomplished. Your narrative must address the following questions:

1. How many staff are employed by your entity?
2. Estimated number of computing devices and types (servers, computers, smart phones, tablets, etc.) will be covered for any endpoint security services requested.

Applicants are encouraged to use cost-effective, shared, or cloud-based service models to expand cybersecurity coverage and reduce long-term operating burden.

Program Sustainability

Describe your plan for continuing critical services when federal funds are no longer available.

Organizational Structure & Resources

Is this a multi-entity application? If so, please upload to the “Required Attachment” section one or more additional pages that list the name and type of all participating entities. Make sure to identify which participating entities (if any) are rural.

Evidence of Need

Describe the urgency of implementing the project and potential impacts if it does not proceed.

If the applicant has had a cybersecurity vulnerability scan, please upload the results to the “Required Attachment” section in Egrants. Do not upload the full scan showing specific vulnerabilities. Also include information on impacts from previous cyber incidents; how this investment will address any unmet time-sensitive legal mandates or audit findings; and/or current use of unsupported cybersecurity systems in need of modernization.

Will the proposed project mitigate the circumstances that led to an impactful cybersecurity breach and/or incident?

- Cyber Breach vs Incident

Cyber Breach: A cyber breach, also known as a data breach, occurs when an unauthorized individual or entity gains access to sensitive, protected, or confidential information. A breach implies that the security controls in place were compromised, allowing unauthorized access to sensitive data. **Cyber Incident:** A cyber incident refers to any event that could potentially compromise the security, confidentiality, integrity, or availability of an organization’s information systems, data, or networks. Not all cyber incidents result in a breach, and many can be contained or mitigated without significant harm.

Implementation Schedule

Label project benchmarks by month. For example, Month 1 – Accept grant award, Month 2 – Solicit bids for work, Month 3 – Execute contract for work, etc. You may upload your implementation schedule to the “Required Attachment” section in Egrants.

4.4 Application Requirements After Submission and Prior to Award

During WEM's responsiveness review, the Grant Manager may reach out for additional information and an application may be returned for corrections if it fails to meet the requirements outlined in this NOFO.

The Grant Manager will add issues and/or comments in Egrants and contact the Project Director when an application is returned. Refer to the [WEM Egrants User Guide](#)  for instructions on how to view the issues and comments in Egrants, make corrections, and re-submit the application. Failure to respond to requests from WEM, may lead to rescission of grant funding. Any delays in resubmitting a returned application will delay WEM's ability to approve the application and will result in a delayed performance period start date and in turn, delay the applicant's ability to incur expenses on the grant.

5 Application review Information

5.1 Responsiveness Review

All applications submitted on or before the deadline, will be screened for completeness and compliance with the eligibility and instructions provided in this announcement. Only applications successfully submitted in the online grant management system Egrants by the application due date will be considered and reviewed.

Projects that provide scalable, low-cost cybersecurity protections to multiple users, systems, or participating entities, including through optional shared service delivery models, may receive favorable consideration to the extent consistent with program goals and scoring methodology.

5.2 Review Criteria and Selection Process

To determine funding priorities and final awards, applications that have successfully passed WEM's responsiveness review will be evaluated and ranked for merit above and beyond the review for completeness, eligibility, and compliance with this NOFO.

5.3 Risk Assessment

Applicants will be reviewed for previously reported issues that indicate a level of risk to WEM. This may include, but is not limited to, a review of completed Single Audits as well as entities previously reported as suspended or disbarred.

6 Award Notices

6.1 Expectations Prior to Award and Anticipated Announcement Dates

Applicants that successfully submitted a complete application in Egrants and that have been approved for award will be notified approximately 30 days from the approval of the application in Egrants by the receipt of a grant agreement. No additional actions are necessary unless requested by WEM.

Notification of award process is contingent upon final approval of subgrants from FEMA and CISA.

6.2 Grant Award Notices

If WEM grants an award, an authorized representative of your agency will be required to sign an agreement with WEM that sets forth your agency's obligations with respect to the funds (the Grant Agreement). The Grant Agreement will incorporate this NOFO and all Terms and Conditions as set forth by the Post-Award Requirements and Administration section of this NOFO. The terms are non-negotiable. **Please review the entirety of each document carefully prior to applying for the grant** to ensure that your agency will be able to fulfill all obligations set forth in them should its application be approved. If your agency can fulfill all obligations, it may wish to start whatever process is necessary to get the authority to sign the Grant Agreement as soon as possible so that, if WEM approves your agency's application, the Grant Agreement can be signed and the funds made available expeditiously.

Grant agreements should be returned at the applicant's earliest convenience and no later than 60 days of receipt of grant award.

7 Post-Award Requirements and Administration

7.1 Administrative and National Policy Requirements

The following requirements are non-negotiable as set forth in your agency's obligations with respect to the grant funds awarded. **Please review the entirety of each document carefully prior to applying for the grant** to ensure that your agency will be able to fulfill all obligations set forth in them should its application be approved. If your agency is not able to do so, you are encouraged to forego applying for these grant funds.

7.1.1 Standard Terms & Conditions

All grants awarded through the Department of Military Affairs (DMA) and Wisconsin Emergency Management (WEM) must comply with the DMA/WEM Standard Terms & Conditions for grants which are provided on WEM's website at <https://wem.wi.gov/grant-admin-tools/> and included herein by reference.

7.1.2 Special Conditions

Special Conditions that are required upon award are provided in this document under Appendix I: Special Conditions & Additional Monitoring.

7.1.3 Federal Terms & Conditions

All grants awarded through the Department of Military Affairs (DMA) and Wisconsin Emergency Management (WEM) must comply with the DMA/WEM Standard Terms & Conditions for grants which are provided on WEM's website at <https://wem.wi.gov/grant-admin-tools/> and included herein by reference.

7.2 Monitoring and Reporting

If awarded a grant, your agency will be responsible for completing the following reports and submitting the following items in Egrants to receive reimbursement.

7.2.1 Program (Progress) Reports

Must be submitted semi-annually by the 12th of the following month. A Final Program Report for closeout is due 30 days following the end of the grant.

Technical guidance and additional information is included in the WEM Egrants User Guide  on WEM's website <https://wem.wi.gov/grant-admin-tools/>.

7.2.2 Inventory Reports

If applicable, an inventory report must be submitted in Egrants no more than 30 days following the grant period end date. Technical guidance and additional information is included in the WEM Egrants User Guide  on WEM's website <https://wem.wi.gov/grant-admin-tools/>.

7.2.3 Additional Monitoring

Documentation required in the special conditions in Appendix I or in the grant agreement, should be uploaded to Egrants Project Document Attachments within 30 days of completion or prior to seeking reimbursement, whichever is sooner. Technical guidance and additional information is included in the WEM Egrants User Guide  on WEM's website <https://wem.wi.gov/grant-admin-tools/>.

7.2.4 Fiscal Reports (Reimbursement Requests)

The Fiscal Report in Egrants is the mechanism by which a reimbursement request is submitted. **The Fiscal Reports must be submitted in Egrants semi-annually by the 12th day of the following month. You are able, but not required, to request reimbursement of expenses in this report; however, you will be required to report the total amount spent in the Program Report. In the Fiscal Report, if you**

are not ready or willing to submit a request for reimbursement, enter \$0.00 and submit. You will report the total amount spent in the Program Report.

A final fiscal report for closeout must be submitted in Egrants within 30 days of the end of the grant.

Refer to the Reimbursement Requests and Payments section below for more information.

7.3 Modifications

Any request to modify an approved award must be submitted in Egrants for pre-approval prior to the activity occurring or expenses being incurred. Any related expenses incurred prior to receipt of a signed GAN modification approval are not eligible for reimbursement. All modification requests will be reviewed by the Grant 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).

At a minimum, modification requests for the items below must be submitted to WEM via Egrants per the DMA/WEM Standard Terms & Conditions.

Technical guidance and additional information are included in the WEM Egrants User Guide  on WEM's website <https://wem.wi.gov/grant-admin-tools/>.

7.3.1 Key Personnel

This includes **change of a Signing Official, Fiscal Officer, Project Director, and/or Alternate Contact**. “Key personnel” also refers to personnel and/or positions approved in the budget detail section of a grant award.

7.3.2 Performance/Budget Period

This includes changes to the grant period and must be submitted prior to the approved end date of the grant. Do not submit a modification to request a delay or extension to reporting due dates only; contact the Grant Manager directly to request a reporting due date extension.

7.3.3 Scope of Work

This includes, but is not limited to changing objectives, performance measures, line/budget items, quantities, specifications of an item, and intent of the approved award. A modification to the scope of work may require changes to any of the other award sections including project information, budget detail, and/or performance measures.

7.3.4 Budget Adjustment

This includes changes to the budget that do not fall within a change to the scope or objective above, but may include a change to the total award due to an over-run of costs or moving funds between cost categories in which the net change is greater than ten percent (10%) of the total award.

7.4 Reimbursement Requests and Payments

7.4.1 Requirements and Submission

Requests for reimbursement are made by submitting a Fiscal Report in Egrants. Payments will be made on a reimbursement basis once all requirements, activities, and expenses have been completed by the recipient and verified by WEM. Guidance regarding requirements and the process is in the Egrants Job Aid for Fiscal Reports: <https://wem.wi.gov/wp-content/library/grants/egrants-job-aid-fiscal-report-and-reimbursement-request.pdf> .

Reimbursement payments require registration in the State of Wisconsin's financial management system (STAR). The payment method will depend on how the recipient is registered in STAR and may be sent as an Automated Clearing House (ACH) or a physical check. The recipient is responsible for maintaining current account and payment information in STAR.

7.4.2 Review Process

WEM requires at least 30 days to complete an initial review of the submitted reimbursement documentation. The Grant Manager will return any request that does not comply with the grant's requirements. The Grant Manager will contact the Project Director with questions, corrections, or concerns about a specific reimbursement. Reimbursement payments, once approved by WEM, may take up to an additional month to be disbursed.

7.4.3 Right to Appeal

In the event that an adverse determination is made to partially or fully disallow a reimbursement request, the recipient has the right to appeal within 30 days of receiving notification of a formal adverse determination. Refer to the WEM Policies found on WEM's Grant Administrative Tools website <https://wem.wi.gov/grant-admin-tools/>.

8 Resources and other information

8.1 Resources

- Resources and technical assistance are available on WEM's website under Grant Administrative Tools <https://wem.wi.gov/grant-admin-tools/>.
- Egrants technical assistance including contact information for system issues is available in the [WEM Egrants User Guide](#)  found on WEM's website <https://wem.wi.gov/grant-admin-tools/>.
- WEM grant program resources are available on WEM's website <https://wem.wi.gov/>.
- Federal grant program resources are available on the federal awarding agency's website [State and Local Cybersecurity Grant Program | FEMA.gov](#).

Appendix I: Special Conditions & Additional Monitoring

Your grant award will be subject to standard terms and conditions as well as the following special conditions. If you are awarded funds under this announcement, you will be required to upload proper documentation to verify compliance with the conditions below as specified.

1. Cyber Hygiene Services

Grant recipients are encouraged to sign up for free cyber hygiene services through CISA:
<https://www.cisa.gov/cyber-hygiene-services>.

Appendix II: Wem Standard Terms & Conditions

Article I. Conditions of the Parties' Obligations

The Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of WEM shall serve to revise or terminate the Agreement, except as further agreed to by the parties. WEM and the grant recipient (Grantee) understand and agree that no clause, term, or condition of the Agreement shall be construed to supersede the lawful powers or duties of either party.

Article II. Applicable Rules and Regulations

The Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the approved application; the laws, rules, regulations, and State executive orders governing grants and cooperative agreements; the Standard Terms and Conditions, and the Agreement, including responsibility for complying with any provisions included in the award. Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Agreement. The Grantee must comply with all requirements set forth in the program NOFO.

Article III. Adherence to Original Project Objectives and Budget Estimates

The Grantee is responsible for any commitment or expenditure it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of the award directly pursuant to the negotiation and in anticipation of the 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 allowed if incurred after the date of the award, and only with the written approval of the authorized official or delegate.

Article IV. Allowable Activities and Costs

Only activities and expenses that are included in the approved award application are allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. Costs must match the grant's approved application, must be incurred and obligated (purchase order issued, class scheduled) within the performance period, and payment made within 30 days of the grant period end date.

Article V. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article VI. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the Agreement its execution, including changes to the period of performance, the Agreement or any exhibits or other attached documents, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award. Failure to agree to a renegotiated Agreement under these circumstances is cause for WEM to terminate this Agreement.

Article VII. Prior Approval and Modifications

All activity and the corresponding expenses must be approved prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following

require WEM's advance written approval:

- a. Changes to key personnel.
- b. Changes to the grant period (submitted prior to the approved end date of the grant).
- c. Changes to the scope, objectives, performance measures, or intent of the approved award.
- d. Changes to the budget do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the Grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is 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 Grantee.

Article VIII. 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 of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

Article IX. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article X. 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 as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the Grantee was not proper after the payment has been made, WEM will notify the Grantee of recoupment in writing after which the Grantee has 30 days to repay WEM or appeal the decision.

Article XI. Monitoring

Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed. Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period. Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XII. Maintaining, Retaining, and Access to Records

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

- a. Grantee must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- b. Grantee must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, WEM, and/or other funding agencies including 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 and personnel.

Article XIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees 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's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XIV. Establishment of Safeguards

The grantee 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 Wis. Stats. §§ 946.10 and 946.13.

Article XV. Nondiscrimination

In connection with the performance of work under the 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 Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, 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. Apart from 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 candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article XVI. Liability

The State of Wisconsin, the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the Grantee, or to any individuals or entities with whom the Grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the Grantee for services rendered pursuant to the Award Agreement. The grantee 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 Grantee or grantee's agent or employees.

Article XVII. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article XVIII. Noncompliance and Remedial Measures

Submission of an application constitutes the Grantee's designated project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If required statistical data, reports, and other required information are not submitted when due, WEM may withhold all payments that otherwise would be paid to the Grantee under the Agreement until such time as the reports and information are submitted. The Grantee shall provide written notice to WEM of all instances of noncompliance with the terms of the Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance and a plan to correct the noncompliance.

Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination of the Agreement. If WEM determines that noncompliance with the Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- b. Impose additional conditions including additional monitoring and reporting requirements.
- c. Disallow all, or part of, the cost of the activity or action not in compliance.
- d. Wholly or partly suspend or terminate the Agreement.
- e. Temporarily having others perform and receive reimbursement for the services to be provided under the Agreement.
- f. Withhold or require enhanced monitoring of future awards given to the Grantee.
- g. Take other remedies necessary to protect the interests of the State.

Article XIX. Dispute Resolution and Appeal

For any disputes between WEM and the Grantee under the Agreement, the following process will be the exclusive administrative review:

- a. Informal review: The WEM Grant Program Manager and the Grantee will attempt to resolve the dispute. If a dispute is not resolved at this stage, then a written statement of the adverse determination will be provided to the Grantee.
- b. Appeal review: The Grantee may appeal the adverse determination by submitting a request to appeal within thirty (30) days following the receipt of the adverse determination. The WEM Bureau Director will review the request and issue a written determination within 30 days after receiving the request. The Grantee's request to appeal must include the following:
 - i. Detail the nature of the disagreement.
 - ii. Provide justification.
 - iii. Provide additional documentation to support their justification.
- c. Final review: The Grantee may advance a failed appeal by submitting a request to the Bureau Director within 30 days of receiving their appeal determination. The Bureau Director will escalate the appeal request to the WEM Administrator for review and final determination.

Article XX. Repayment to WEM

Notwithstanding any other provision in Exhibit B, WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under the Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under the Agreement.

WEM shall be entitled to a refund for goods or services paid for, if the goods or services were not received, implemented, or are affected by termination of the Agreement. The refund shall be paid or appealed within thirty (30) days of a written notice of recoupment to the Grantee.

Article XXI. Order of Precedence

Any inconsistency or conflict in the Agreement, the Notice of Funding Opportunity, the WEM Standard Terms and Conditions, and special conditions, including any Federal Notice of Funding Opportunity or Federal terms and conditions, will be resolved in accordance with the term or condition that is the stricter of the two.

If the provisions of the one-page document referred to as the Agreement and any of its exhibit or other attached documents conflict, provisions required by law or federal requirements will take precedence. Otherwise, the order of precedence of provisions, from first to last, is as follows:

- a. *Exhibit D, Federal Terms and Conditions*
- b. *The Agreement*
- c. *Exhibit B, WEM Standard Terms and Conditions*
- d. *Exhibit A, Approved Award and Application*
- e. *Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable*

Article XXII. Termination of Agreement

- a. General. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Except as provided in Article XXI, Repayment to WEM, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by WEM and are not subject to termination of the Agreement. Compensation for partially completed services, when available, shall at the sole discretion of WEM, be no more than the percentage of completion of the services requested, at the sole discretion of WEM, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of WEM, the Grantee may be compensated for the actual service hours provided.
- b. Basis. The Agreement may be terminated in whole or in part on the following basis:
 - i. Termination for Non-appropriation: WEM reserves the right to cancel the Agreement at will in whole or in part without penalty effective upon delivery of written notice to the Grantee, under any of the following conditions:
 1. If the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds, rescinds

appropriated funds, reduces funds to levels no longer sufficient to allow for goods or services to meet program objectives, revokes WEM's authority to obligate or receive funds necessary to complete the agreement, or deobligates funds in whole or in part.

2. 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 the or are no longer eligible for the funding proposed for payments by this grant.

ii. Termination for Cause. WEM may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure within that 30-day period.

iii. Termination or Convenience: The Grantee may terminate this Agreement for convenience at any time by providing WEM a written notice at least 30 days prior to the desired date of termination. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

iv. Cancellation: WEM reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to remedy if the Grantee:

1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
2. Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, thirty (30)-day notice or make an assignment for the benefit of creditors;
3. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
4. Incurs a delinquent Wisconsin tax liability;
5. Fails to follow state or federal laws applicable to the Grantee.
6. Becomes a federally debarred Grantee or excluded from federal procurement and non-procurement Agreements;
7. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement; or
8. Grantee performance threatens the health or safety of a state employee or state customer.

Appendix III: Federal Terms and Conditions

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-%20standard-terms-and-conditions>.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

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

B. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award

specific terms and conditions, and/or federal awarding agency program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is located at 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made.

Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

Article I. Acknowledgement of Federal Funding from DHS

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

Article I. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article II. Age Discrimination Act of 1975

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

Article III. Americans with Disabilities Act of 1990

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

Article IV. Best Practices for Collection and Use of Personally Identifiable Information

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

Article V. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article VI. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*), 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, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units– i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)–be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article VII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article VIII. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article IX. Drug-Free Workplace Regulations

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

Article X. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XI. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article XII. Executive Order 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIII. Energy Policy and Conservation Act

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

Article XIV. False Claims Act and Program Fraud Civil Remedies

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

Article XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) 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.

Article XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

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

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article XXII. National Environmental Policy Act

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

Article XXIII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act

Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Public Law 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to (1) cybersecurity; (2) foreign travel security; (3) research security training; and (4) export control training, as appropriate. Covered institutions means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

Article XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXX. Reporting of Matters Related to Recipient Integrity and Performance

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

Article XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a. When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

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

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [“Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

Article XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article XXXV. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article XXXVI. Universal Identifier and System of Award Management

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

Article XXXVII. USA PATRIOT Act of 2001

Recipients must comply with the requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.