

168 Jm



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

May 21, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, NH 03301

### Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the New Hampshire Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a contract with the American College of Surgeons (VC#266143-P001), 633 N. Saint Clair Street, Chicago, IL 60611, in an amount not to exceed \$71,921.00 to provide an analysis and needs assessment of the NH Emergency Trauma System. Effective upon Governor and Council approval through April 30, 2016. Funding source: 100% Federal Funds.

Funds are anticipated to available in the SFY2016 operating budget as follows:

02-23-23-231010-41950000	Dept. of Safety – Office of the Commissioner – Homeland Security Grants	
046-500464	Consultants – Gen Consultants Non-Benefit	\$71,921.00
23HS14SHST		

### Explanation

The contract with the American College of Surgeons provides for the evaluation of all components of the current statewide trauma system and their integration and function to provide statewide trauma services and to produce a detailed report identifying opportunities for further trauma system development and/or enhancement. One of the most important functions of Department of Safety is to ensure safe patient care is delivered to NH citizens and visitors to the State by Emergency Medical Services. This contract will help ensure this function is met.

The Division of Fire Standards & Training and Emergency Medical Services advertised a Request for Proposal in the Union Leader from March 29, 2015 through March 31, 2015 and posted it on the State's Purchase & Property website on March 16, 2015. Two vendors submitted a proposal; the American College of Surgeons was the lowest bid.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

406-14 Trauma System Evaluation

Company	Company Address	Preparatory 50 Points Max	Organizations Capacity 250 Points Max	Plan of Operations 250 Points Max	Budget and Justification 275 Points Max	Format 75 Points Max	Optional Documents 100 Points Max	TOTAL Max
ABARIS	5390 Stonehurst Dr. Martinez, CA 94553	46.0	194.4	146.3	62.5	37.5	15.0	501.6
American College of Surgeons	633 N. St. Clair Chicago, IL 60611	49.5	237.5	247.5	271.3	75.0	46.8	927.5

Budget and Justification instructions were not followed by the ABARIS' response to the RFP. A total price without breakdown was submitted.

Evaluation Committee

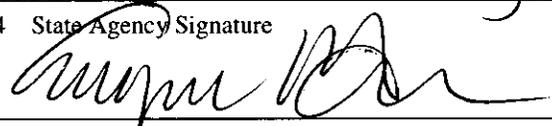
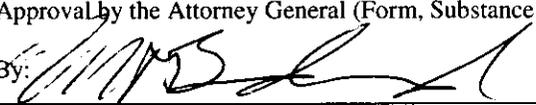
Dr. Rick Murphy	Dr. Murphy is a trauma surgeon at Concord hospital and the Cahirman of the state Trauma Medical Review Committee.
Sue Banard, RN	Ms. Barnard is the Trauma Coordinator of St. Joe's hospital and a member of the state Trauma Medical Review Committee.
Jon Bouffard, Deputy Bureau Chief	Mr. Bouffard is a paramedic and holds a Masters Degree in Healthcare Administration.
Nick Mercuri, Bureau Chief	Mr. Mercuri is a paramedic and Registered Nurse, and holds a Masters Degree in Healthcare Administration.

Subject: American College of Surgeons-Trauma Systems Evaluation FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Dept. of Safety-Div. of Fire Standards &amp; Trainings and EMS</u>		1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u>	
1.3 Contractor Name <u>American College of Surgeons</u>		1.4 Contractor Address <u>633 N. Saint Clair St. Chicago, IL 60611</u>	
1.5 Contractor Phone Number <u>312-202-5469</u>	1.6 Account Number <u>See Exhibit C</u>	1.7 Completion Date <u>April 30, 2016</u>	1.8 Price Limitation <u>Not to exceed \$71,921.00</u>
1.9 Contracting Officer for State Agency <u>Nick Mercuri, Bureau Chief</u>		1.10 State Agency Telephone Number <u>603-223-2300</u>	
1.11 Contractor Signature <u>Gay Vincent</u>		1.12 Name and Title of Contractor Signatory <b>Gay L. Vincent, CPA MBA</b> <b>Chief Financial Officer</b>	
1.13 Acknowledgement: State of <u>ILLINOIS</u> , County of <u>COOK</u> On <u>5/7/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>Lynese L. Kelley</u>		1.13.2 Name and Title of Notary or Justice of the Peace <u>LYNESE L. KELLEY-Notary</u>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/29/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials glw  
Date 5/6/15

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

### EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

The American College of Surgeons shall provide the following Trauma System Evaluation services in accordance with RFP#406-14 to the Division of Fire Standards & Training and Emergency Medical Services. The contract period is effective upon Governor and Council approval through April 30, 2016.

1. Perform a current assessment of the trauma system and recommendations for future system development and enhancements using a multidisciplinary team approach based on current benchmarks to include the *Model Trauma System Planning and Evaluation* document developed by the Health Resources and Services Administration (HRSA) of the US Department of Health and Human Services and the *Regional Trauma Systems: optimal Elements, Integration, and Assessment, American College of Surgeons Committee on Trauma: System Consultation Guide*.
2. Deliver a presentation summarizing the key findings and opportunities for improvement at the close of the evaluation visit.
3. Author a detailed report on the findings of the assessment to include resources listed in number 1.
4. Coordinate contractor resources and personnel to accomplish the requirements of the contract to include travel, lodging, meetings, information coordination, through final report delivery.
5. Provide monthly reports on progress to the DOS on visit agenda and timelines, collaboration on list of state participants, date of visit, data gathering summaries, and report completion progress.

**EXHIBIT B**

**CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The total cost of the services outlined is \$71,921.00. Payment for contracted services for trauma system evaluation costs will be made upon receipt of itemized invoices as follows:

Payment #1	Invoice for 20% of total cost due within 3 business days of Governor and Executive Council contact approval.	20% deposit for state wide trauma system evaluation
Payment #2	Within 30 days of the scheduled system evaluation	25% payment for the state wide trauma system evaluation
Payment #4	Upon receipt and acceptance of draft system evaluation report	25% payment for the statewide system trauma system evaluation
Payment #3	Within 30 days of the Department of Safety's receipt of final trauma system evaluation report and acceptance as stated in the Scope of Services not to exceed April 30, 2016.	30% balance remaining

The Department of Safety reserves the right to reject any costs not approved within this contract or not eligible under the Homeland Security Grant Program.

Invoices shall be submitted to:

Nick Mercuri  
NH Department of Safety  
Bureau of EMS  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials glw  
Date 5/7/15

A breakdown in pricing is listed below:

<b>EXPENSE</b>	<b>QTY.</b>	<b>COST ESTIMATE</b>
<b>Reviewer/Technical Support Honorarium</b>	<b>6</b>	<b>\$20,400.00</b>
<b>Report Editor</b>	<b>1</b>	<b>\$3,000.00</b>
<b>Air and Ground Travel - Staff</b>	<b>2</b>	<b>\$1,500.00</b>
<b>Hotel (4 Room Nights) - Staff</b>	<b>8</b>	<b>\$960.00</b>
<b>Air and Ground Travel - Consultants</b>	<b>6</b>	<b>\$4,500.00</b>
<b>Hotel (3.5 Room Nights) - Consultants</b>	<b>21</b>	<b>\$ 2,520.00</b>
<b>Subsistence (5 days)- Staff</b>	<b>10</b>	<b>\$500.00</b>
<b>Subsistence (5 days)- Consultants</b>	<b>30</b>	<b>\$1,500.00</b>
<b>Postage/Shipping</b>	<b>1</b>	<b>\$500.00</b>
<b>Rental Cars for team NH ground travel</b>	<b>2</b>	<b>\$960.00</b>
<b>Team Mtg. Room and team meals</b>	<b>1</b>	<b>\$1,800.00</b>
<b>Staff Salary</b>	<b>2</b>	<b>\$10,800.00</b>
<b>Fringe on Salaries</b>	<b>2</b>	<b>\$3,672.00</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$52,612.00</b>
<b>Indirect (IDC) at 36.7% of total direct costs</b>	<b>1</b>	<b>\$19,309.00</b>
<b>TOTAL</b>		<b>\$71,921.00</b>

Contractor Initials dw  
 Date 9/7/15

**EXHIBIT C  
SPECIAL PROVISIONS  
ADDENDUM**

1. There are no modifications, additions and/or deletions to Form P-37.\*

\*Insurance limits listed *may* be modified at sole discretion of the State of New Hampshire if the state determines contract activities are of low liability risk.

2. It is agreed that the Contractor will meet as needed with DOS project personnel to ensure proper implementation of the terms of this contract.
3. The DOS has the option of amending contracts throughout the funding cycle based on program performance, fiscal expenditure, and other contract requirements. All amendments require approval by the Governor and Executive Council.
4. The DOS-Bureau of EMS and the Grants Management Unit, as required, to hold a final product resulting from this grant award, shall own all rights and titles to, and interest in any and all original materials or deliverables produced with the DOS contract funding for the resulting contract, including, print, Internet or other media, brochures, resource directories, protocols or guidelines, posters, surveys, evaluations, or reports. Coordination with the DOS will be required on this issue. Contractor may not reproduce any materials produced under the contract without prior written approval from the DOS.
5. The contractor will be required to represent and warrant that any work produced under this RFP and the resulting Contract will be free of any claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.
6. The DOS has the option of amending contracts throughout the funding cycle based on program performance, fiscal expenditure, and other contract requirements. All amendments require approval by the Governor and Executive Council.
7. Paid from account number 02-23-23-231010-41950000-500464, Activity Code 23HS14SHST.
8. The Request for Proposal 406-14 and the American College of Surgeons Proposal referred to in the Contract are incorporated by reference as if fully included in the text.
9. Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, Department of Safety Contract P-37;
- b. Grant Terms and Conditions in section 10 of this addendum;

- c. RFP 406-14 Trauma System Evaluation, dated March 16, 2015, with addendum(s) incorporated; then
- d. American College of Surgeon's Proposal, dated April 8, 2015.

## **10. GRANT TERMS AND CONDITIONS**

# **State Homeland Security Program**

## **FINANCIAL ASSISTANCE AGREEMENT** **GENERAL PROVISIONS AND ASSURANCES**

**2014**

1. ***Allowable Costs:*** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars and the FFY 2014 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit.
2. ***Freedom of Information Act (FOIA):*** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. ***Americans with Disabilities Act of 1990 (ADA):*** The sub grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
4. ***Integrating Individuals with Disabilities into Emergency Planning:*** Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial assistance from FEMA. In addition, Executive Order #13347, "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the Federal government to encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

**Comprehensive Preparedness Guide 301 (CPG-301): Interim Emergency Management Planning Guide for Special Needs Populations:** CPG-301 is designed to aid tribal, State, territorial, and local governments in planning for individuals with special needs. CPG-301 outlines special needs considerations for: Developing informed Plans; Assessments and Registries; Emergency Public Information/Communication; Sheltering and Mass Care; Evacuation; Transportation; Human Services/Medical Management; Congregate Settings; Recovery; and Training and Exercises. CPG-301 is available at <http://www.fema.gov/pdf/media/2008/301.pdf>.

**Guidelines for Accommodating Individuals with disabilities in Disaster:** The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field. The Guidelines are available at <http://www.fema.gov/oer/reference/>.

**Disability and Emergency Preparedness Resource Center:** A web-based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities. The "Resource Center" is available at <http://www.disabilitypreparedness.gov>.

**Lessons Learned Information Sharing (LLIS) resource page on Emergency Planning for Persons with Disabilities and Special Needs:** This resource page provides more than 250 documents, including lessons learned, plans, procedures, policies, and guidance, on how to include citizens with disabilities and other special needs in all phases of the emergency

management cycle. LLIS.gov is available to emergency response providers and homeland security officials from the Federal, State, and local levels. To access the resource page, log onto <http://www.LLIS.gov> and click on *Emergency Planning for Persons with Disabilities and Special Needs* under *Featured Topics*.

5. **Applicable Federal Regulations:** The Sub grantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations.
6. **Audit Requirements:** The sub grantee agrees to comply with the requirements of OMB Circular A-133.  
*Audit Threshold:*
  - ❖ Non-Federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the organizational fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.
  - ❖ Non-Federal entities that expend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials including DOS, the federal agency, and the General Accounting Office.*Audit Due Date:* Audits are due to DOS no later than nine (9) months after the close of each fiscal year during the term of the award.  
*Audit Compliance:* If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub grantee has not expended the amount of federal funds that would require a compliance audit.
7. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
8. **Bidding Requirements:** The sub grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the sub grantee's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.
  - a. **Buy American Act:** In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 101a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
9. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
10. **Civil Rights Compliance and Notification of Findings:** The sub grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State Court, Federal or State administrative agency, or the Sub grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Sub grantee or Contractor will forward a copy of the findings to DOS who will, in turn, submit the findings to the Department of Homeland Security and the Office of Justice Programs' Office of Civil Rights.
11. **Limited English Proficiency (LEP):** Recipients of FEMA financial assistance is required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, see <http://www.lep.gov>
12. **Ensuring Equal Treatment for Faith based Organizations:** Per 28 CFR part 38 requiring State Administrative Agencies to treat these organizations the same as any other applicant or recipient. Prohibits SAA from making awards or from administering grants based upon an organization's religious character, or affiliation, religious name, or the religious composition

of the Board of Directors. The regulation also prohibits faith-based organizations from using financial assistance from US DOJ to fund inherently religious activities. Additional stipulations may apply and should be referred to U.S. DOJ.

13. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
14. **Compliance Agreement:** The sub grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
15. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub grantees, contractors, subcontractors, assignees or successors.
16. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the sub grantee under this grant (which DOS requests to be kept confidential) shall not be made available to any individual or organization by the sub grantee without prior written approval of DOS.
17. **Protected Critical Infrastructure Information (PCII):** The PCII Program, established pursuant to the *Critical Infrastructure Information Act of 2002* (Public Law 107-296) (CII Act), created a new framework, which enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information.
18. The recipient must promptly refer to DHS/OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub recipient.
19. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:  
*Advice:* No official or employee of a state or unit of local government or of non-government grantees/sub grantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.  
*Appearance:* In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub grantees shall avoid any action which might result in, or create the appearance of the following:
  - Using his or her official position for private gain;
  - Giving preferential treatment to any person;
  - Losing complete independence or impartiality;
  - Making an official decision outside official channels; and/or
  - Adversely affecting the confidence of the public in the integrity of the government or the program.
20. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$550.00 per day. Permission for costs that exceed \$550 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**
21. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
22. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the sub grantee for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the sub grantee will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the sub grantee.

23. **Data Collection:** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
24. **Debarment Certification:** With the signing of the grant application, the sub grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
25. **Deobligation of Grant Funds:** All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.
26. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subgrantee agrees to the following:
- Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
  - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
- The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
27. **Drug-Free Workplace Certification:** This Certification is required by federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when DOS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
28. **Environmental:** Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
29. **Equipment:** The subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Unit." Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.
30. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub grants awarded pursuant to the Act governing these funds or any project, program, activity or sub grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEO) which meets the requirements of 28 CFR 42.501. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEO, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to DOS.
31. **Financial Responsibility:** The financial responsibility of sub grantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
  - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
  - The accounting system should provide accurate and current financial reporting information; and,
  - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
32. **Fiscal Regulations:** The applicant assures that it will comply and all its sub grantees and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2014 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
33. **Fraud:** The applicant understands that whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a sub grant or contract or other form of assistance, whether received directly or indirectly from DOS, may be fined or imprisoned or both. Whoever knowingly falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance or in any record required to be maintained, will be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any program or project underwritten in whole or in part by any subgrantee, or contract or other form of assistance, whether received directly or indirectly from DOS will be subject to the provisions of Section 371 of Title 18, United States Code.
34. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the subgrantee with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.
35. **Interoperable Equipment:** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards
36. **Legal Action:** The applicant agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.
37. **National Energy Policy:** Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the FY 2008 DHS Appropriations Act, all FY 2008 & forward grant funds must comply with the following two requirements:
- None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
  - None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).
38. **Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program.
39. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.
40. **Performance:** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from DOS, the subgrantee shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse DOS for payments made.
41. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

42. **Project Implementation:** The subgrantee agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.
43. **Property Control:** Effective control and accountability must be maintained for all personal property. Sub grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub grantees should exercise caution in the use, maintenance, protection and preservation of such property.
- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or sub grant will vest upon acquisition in the grantee or sub grantee respectively.
- (b) States. A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and sub grantees will follow paragraphs (c) through (e) of this section.
- (c) Use. (1) Equipment shall be used by the grantee or sub grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
- (2) The grantee or sub grantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.
- (3) Notwithstanding the encouragement in 13.25(a) to earn program income, the grantee or sub grantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.
- (4) When acquiring replacement equipment, the grantee or sub grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.
- (d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the grantee or sub grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a grant or sub grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
- (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- (3) In cases where a grantee or sub grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub grantee to take excess and disposition actions.
- (f) Federal equipment. In the event a grantee or sub grantee is provided federally-owned equipment:

Contractor Initials glw  
Date 5/8/15

(1) Title will remain vested in the Federal Government.

(2) Grantees or sub grantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or sub grantee will request disposition instructions from the Federal agency.

(g) Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow? 13.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

44. **Publications:** The subgrantee agrees that all publications created with funding under this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the NH Department of Safety - Grants Management Unit (DOS) and the United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of DOS or the U.S. Department of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.

The subgrantee also agrees that one copy of any such publication will be submitted to DOS to be placed on file and distributed as appropriate to other potential sub grantees or interested parties. DOS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

45. **Records:** The applicant will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
46. **Recording and Documentation of Receipts and Expenditures:** Sub grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
47. **Reports:** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.
48. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.

49. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the sub-grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (NH DOS) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or NH DOS purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a sub-grantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or NH DOS' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

50. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
51. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:
- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
  - Failure to adhere to the requirements, standard conditions or special conditions;
  - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
  - Failure to submit reports;
  - Filing a false certification in this application or other report or document;
  - Other good cause shown.
52. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the sub grantee's approved project plan and budget. Items must be in the sub grantee's approved grant budget in order to be eligible for reimbursement.
53. **Utilisation of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
54. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

**Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters and Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (DOS) determines to award the covered transaction, grant or cooperative agreement.

**1. Lobbying**

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- L.L.L., "Disclosure of Lobbying Activities," in accordance with its instructions;

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub recipients shall certify and disclose accordingly.

**2. Debarment, Suspension, and Other Responsibility Matters (Sub-Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

1. The applicant certifies that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
  - D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. Drug-Free Workplace (Grantees Other Than Individuals)**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F.

The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about --
  - A. The dangers of drug abuse in the workplace;
  - B. The grantee's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
  - A. Abide by the terms of the statement; and
  - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted
  - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - B. Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**2014 Article I - Financial Guidelines**

The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

**A. Administrative Requirements**

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR part 10, Environmental Considerations

**B. Cost Principles**

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

**C. Audit Requirements**

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

**Article II - Prohibition on Using Federal Funds**

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

**Article III - Compliance with Program Guidance**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program guidance and application kit.

**Article IV - Trafficking In Persons**

**A. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
  - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect; or
  - c. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

**B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:**

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
  - a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

**C. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

**D. Definitions. For purposes of this award term:**

1. "Employee" means either:
  - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

Contractor Initials glw  
 Date 5/8/15

- b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity" means:
  - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
  - b. Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**Article V - Classified Security Condition**

A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/ispb/contractunder.htm>

E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: [DD234.AdministrativeSecurity@dhs.gov](mailto:DD234.AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

**Article VI - Central Contractor Registration and Universal Identifier Requirements**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedbiz.sub.dun.com/dunbform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 101-210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the
  - c. subaward.

#### Article VII - Reporting Subawards and Executive Compensation

##### A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received:
    - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/efiling/electronic/compfilings.html>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <http://www.ccr.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

##### C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
  - a. in the subrecipient's preceding fiscal year, the subrecipient received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- i. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/efis/forms/efscoup.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- a. To the recipient.
  - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**D. Exemptions**

- 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.

**E. Definitions. For purposes of this award term:**

- 1. Entity means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.
- 3. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_ 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. Subrecipient means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Article VIII - National Environmental Policy Act (NEPA)**

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (1988), Wetlands (1990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, here is the screening form link: [www.fema.gov/about/governance/grants/bulk/grants\\_info/335\\_fiscal\\_screening\\_organization](http://www.fema.gov/about/governance/grants/bulk/grants_info/335_fiscal_screening_organization). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at [GPD.EHP@fema.dhs.gov](mailto:GPD.EHP@fema.dhs.gov) for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Contractor Initials glw  
 Date 5/8/15

**Article IX- Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article X - Fly America Act of 1974**

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article XI - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article XII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article XIII - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article XIV - Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article XV - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

[http://www.dhs.gov/library/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/library/assets/privacy/privacy_pia_guidance_june2010.pdf)

and

[http://www.dhs.gov/library/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/library/assets/privacy/privacy_pia_template.pdf), respectively.

**Article XVI - Activities Conducted Abroad**

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

**Article XVII- Acknowledgement of Federal Funding from DHS**

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

**Reporting Requirement: Typing of Equipment and Training:**

The FY 2011 HSGP Guidance and 2014 FOA require that all grantees report equipment purchases and the typed capability the equipment supports (where such typing guidance exists); the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and the total number of a defined type of resource and capabilities built utilizing the resources of this grant. Grantees will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. GMU will advise further on format for reporting upon grant award.

**As a condition of the receipt of these funds:**

*Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.*

**Tracking of Equipment:**

*Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.*

**Equipment valued over \$5,000:**

*To comply with OMB circular A-87 and 44 CFR 1 , equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit for 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.*

**Certification by Official Authorized to Sign**

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds. **CERTIFICATION: I CERTIFY THAT I AM DULY AUTHORIZED UNDER THE STATUTES OF THE STATE OF NH TO APPLY FOR, AUTHORIZE, OR ACCEPT THE HOMELAND SECURITY GRANT FUNDS / EQUIPMENT HEREIN. \*\*\*THE AUTHORIZING OFFICIAL MUST BE STATUTORILY ALLOWED TO SIGN A CONTRACT FOR THE MUNICIPALITY (i.e. Mayor, City Manager, Town Manager, Chairperson BOS, etc.) PER RSA 31:95b or RSA 37:6**

**Non-Supplanting Certification:** This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with **increased or in 2014 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents. The FY 2014 HSGP plays an important role in the implementation of Presidential Policy

Directive 8 (PPD-8) and the National Preparedness Goal (NPG) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the *National Preparedness Goal* (NPG).

glw  
5/8/15

**CERTIFICATION BY PROGRAM MANAGER/CONTACT\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Melanie Neal Title: Manager  
Agency: American College of Surgeons Mailing Address: 633 N. St. Clair  
Phone Number: 312 202 5536 Chicago IL 60611  
Fax Number: 312 202 5015 E-Mail Address: mneal@facs.org  
Signature: Melanie Neal

**CERTIFICATION BY FINANCIAL OFFICER\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Michael Pemberton Title: Accounting Manager  
Agency: American College of Surgeons Mailing Address: 633 N. St. Clair St.  
Phone Number: 312-202-5246 Chicago, IL 60611  
Fax Number: ~~312-202-5007~~ <sup>xxx</sup> E-Mail Address: mpemberton@facs.org  
Signature: Michael Pemberton

**CERTIFICATION BY AUTHORIZED OFFICIAL\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Gay Vincent Title: CFO  
Agency: American College of Surgeons Mailing Address: 633 N. St. Clair  
Phone Number: 312-202-5449 Chicago, IL 60611  
Fax Number: 312-202-5025 E-Mail Address: g.vincent@facs.org  
Signature: Gay Vincent  
Authorized Official (Per RSA 31:95b or RSA 37:6)

**\*NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.**





## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.515 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

gaw  
5/7/15

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: *American College of Surgeons  
633 N. St. Clair St.  
Chicago, IL 60611*

2. Application Number and/or Project Name

*RFP# 406-14  
Trauma System Evaluation*

3. Grantee IRS/Vendor Number

*36-2192800*

4. Typed Name and Title of Authorized Representative

*Gay Vincent*

5. Signature

*5/7/15*

6. Date

**Gay L. Vincent, CPA, MBA  
Chief Financial Officer  
American College of Surgeons**

Contractor Initials *glv*  
Date *5/7/15*



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

AMERICAN COLLEGE OF SURGEONS, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 25, 1912, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of FEBRUARY A.D. 2015 .*

*Jesse White*



# AMERICAN COLLEGE OF SURGEONS

Inspiring Quality:  
Highest Standards, Better Outcomes

100+years

## OFFICERS

**President**  
Andrew L. Warshaw, MD, FACS, FRCS(EdHoni)  
Boston, MA

**Immediate Past-President**  
Carlos A. Pellegrini, MD, FACS, FRCS(Honi)  
Seattle, WA

**President-Elect**  
J. David Richardson, MD, FACS  
Louisville, KY

**First Vice-President**  
Jay L. Grossein, MD, FACS  
Indianapolis, IN

**First Vice-President-Elect**  
Ronald V. Maier, MD, FACS  
Seattle, WA

**Second Vice-President**  
Kenneth L. Mattox, MD, FACS  
Houston, TX

**Second Vice-President-Elect**  
Walter J. Pories, MD, FACS  
Greenville, NC

**Secretary**  
Edward E. Cornwell III, MD, FACS, FCCM  
Washington, DC

**Treasurer**  
William G. Cioffi, Jr., MD, FACS  
Providence, RI

**Executive Director**  
David B. Hoyt, MD, FACS  
Chicago, IL

**Chief Financial Officer**  
Gay L. Vincent, CPA  
Chicago, IL

## BOARD OF REGENTS

**Chair**  
Mark C. Weissler, MD, FACS  
Chapel Hill, NC

**Vice-Chair**  
Valerie W. Rusch, MD, FACS  
New York, NY

John L. D. Atkinson, MD, FACS  
Rochester, MN

Margaret M. Dunn, MD, FACS  
Dayton, OH

James K. Eisey, MD, FACS  
Atlanta, GA

Henry R. Ford, MD, FACS  
Los Angeles, CA

Julie A. Freischlag, MD, FACS  
Sacramento, CA

Gerald M. Fried, MD, FACS, FRCS  
Montreal, QC

James W. Gigantelli, MD, FACS  
Omaha, NE

B.J. Hancock, MD, FACS, FRCS  
Winnipeg, MB

Enrique Hernandez, MD, FACS  
Philadelphia, PA

Lenworth M. Jacobs, Jr., MD, FACS  
Hartford, CT

L. Scott Levin, MD, FACS  
Philadelphia, PA

Mark A. Malangoni, MD, FACS  
Philadelphia, PA

Raymond F. Morgan, MD, FACS  
Charlottesville, VA

Leigh A. Neumayer, MD, FACS  
Tucson, AZ

Marshall Z. Schwartz, MD, FACS  
Philadelphia, PA

Howard M. Snyder III, MD, FACS  
Philadelphia, PA

Beth H. Sutton, MD, FACS  
Wichita Falls, TX

Steven D. Wexner, MD, FACS  
Weston, FL

Michael J. Zinner, MD, FACS  
Boston, MA

## BOARD OF GOVERNORS

**Chair**  
Fabrizio Michelassi, MD, FACS  
New York, NY

**Vice-Chair**  
Karen J. Brasel, MD, FACS  
Milwaukee, WI

**Secretary**  
James C. Denny III, MD, FACS  
Columbia, MO

## Chicago Headquarters:

633 N. Saint Clair Street  
Chicago, IL 60611-3211

Voice: 312-203-5000

Fax: 312-202-5601

E-mail: postmaster@facs.org

## Washington Office:

20 F Street, NW, Suite 1000  
Washington, DC 20001

Voice: 202-337-2701

Fax: 202-337-4271

E-mail: ahp@facs.org

www.facs.org

January 2, 2015

Please be advised that I am the Chairman of the Board of Regents of The American College of Surgeons. In this capacity, I recognize Ms. Gay Vincent, Chief Financial Officer, as an authorized signer for The American College of Surgeons. Signature authority also includes Commission on Cancer, National Accreditation Program for Breast Cancer, Committee on Trauma, Trauma Quality Improvement Program (TQIP), National Surgical Quality Improvement Program (NSQIP) and Bariatric Surgery Center Network Accreditation Programs.

Specimen signature is set forth below.

Sincerely,

Mark C. Weissler, M.D., FACS  
Chair, Board of Regents

Gay Vincent  
Chief Financial Officer



**AMERICAN COLLEGE OF SURGEONS**

*Inspiring Quality:  
Highest Standards, Better Outcomes*

**100 years**

**Chicago Headquarters:**

633 N. Saint Clair Street  
Chicago, IL 60611-3211

Voice: 312-202-5000  
Fax: 312-202-5001  
E-mail: postmaster@facs.org

**Washington Office:**

20 F Street NW Suite 1000  
Washington, DC 20001

Voice: 202-337-2701  
Fax: 202-337-4271  
E-mail: ahp@facs.org

[www.facs.org](http://www.facs.org)

**OFFICERS**

**President**

Andrew L. Warshaw, MD, FACS, FRCS(Ed), Honj  
Boston, MA

**Immediate Past-President**

Carlos A. Pellegrini, MD, FACS, FRCS(Honj)  
Seattle, WA

**President-Elect**

J. David Richardson, MD, FACS  
Louisville, KY

**First Vice-President**

Jay L. Grosfeld, MD, FACS  
Indianapolis, IN

**First Vice-President-Elect**

Ronald V. Maier, MD, FACS  
Seattle, WA

**Second Vice-President**

Kenneth L. Mattox, MD, FACS  
Houston, TX

**Second Vice-President-Elect**

Walter J. Porces, MD, FACS  
Greenville, NC

**Secretary**

Edward E. Cornwell III, MD, FACS, FCCM  
Washington, DC

**Treasurer**

William G. Croft Jr., MD, FACS  
Providence, RI

**Executive Director**

David B. Hoyt, MD, FACS  
Chicago, IL

**Chief Financial Officer**

Gay L. Vincent, CPA  
Chicago, IL

**BOARD OF REGENTS**

**Chair**

Mark C. Weissler, MD, FACS  
Chapel Hill, NC

**Vice-Chair**

Valerie W. Busch, MD, FACS  
New York, NY

John L. D. Atkinson, MD, FACS  
Rochester, MN

Margaret M. Dunn, MD, FACS  
Dayton, OH

James K. Elsey, MD, FACS  
Atlanta, GA

Hann R. Ford, MD, FACS  
Los Angeles, CA

Julie A. Freischlag, MD, FACS  
Sacramento, CA

Gerald M. Fried, MD, FACS, FRCS(C)  
Montreal, QC

James W. Gigantelli, MD, FACS  
Omaha, NE

B.J. Hancock, MD, FACS, FRCS(C)  
Winnipeg, MB

Enrique Hernandez, MD, FACS  
Philadelphia, PA

Lenworth M. Jacobs, Jr., MD, FACS  
Hartford, CT

L. Scott Levin, MD, FACS  
Philadelphia, PA

Mark A. Malangoni, MD, FACS  
Philadelphia, PA

Raymond F. Morgan, MD, FACS  
Charlottesville, VA

Leigh A. Neumayer, MD, FACS  
Tucson, AZ

Marsnall Z. Schwartz, MD, FACS  
Philadelphia, PA

Howard M. Snyder III, MD, FACS  
Philadelphia, PA

Beth H. Sutton, MD, FACS  
Wichita Falls, TX

Steven D. Wexner, MD, FACS  
Weston, FL

Michael J. Zinner, MD, FACS  
Boston, MA

**BOARD OF GOVERNORS**

**Chair**

Fabrizio Michelassi, MD, FACS  
New York, NY

**Vice-Chair**

Karen J. Brasel, MD, FACS  
Portland, OR

**Secretary**

James C. Denny III, MD, FACS  
Alexandria, VA

May 7, 2015

Please be advised that I am the Chairman of the Board of Regents of The American College of Surgeons. In this capacity, I recognize Ms. Gay L. Vincent, Chief Financial Officer, as an authorized signer for The American College of Surgeons. Signature authority also includes Commission on Cancer, National Accreditation Program for Breast Cancer, Committee on Trauma, Trauma Quality Improvement Program (TQIP), Trauma Systems, National Surgical Quality Improvement Program (NSQIP) and Bariatric Surgery Center Network Accreditation Programs.

Specimen signature is set forth below.

Sincerely,

Mark C. Weissler, MD, FACS  
Chair, Board of Regents

Gay L. Vincent  
Chief Financial Officer



**AMERICAN COLLEGE OF SURGEONS**

*Inspiring Quality:  
Highest Standards, Better Outcomes*

100+ years

**Chicago Headquarters:**  
633 N. Saint Clair Street  
Chicago, IL 60611-3211  
Voice: 312-202-5000  
Fax: 312-202-5001  
E-mail: postmaster@facs.org  
**Washington Office:**  
20 F Street, NW Suite 1000  
Washington, DC 20001  
Voice: 202-337-2701  
Fax: 202-337-4271  
E-mail: ahp@facs.org  
[www.facs.org](http://www.facs.org)

**OFFICERS**

*President*  
Irew L. Warshaw, MD, FACS, FRCS(Ed)(Hon)  
Boston, MA

*Immediate Past-President*  
Carlos A. Pellegrini, MD, FACS, FRCSI(Hon)  
Seattle, WA

*President-Elect*  
J. David Richardson, MD, FACS  
Louisville, KY

*First Vice-President*  
Jay L. Grosfeld, MD, FACS  
Indianapolis, IN

*First Vice-President-Elect*  
Ronald V. Maier, MD, FACS  
Seattle, WA

*Second Vice-President*  
Kenneth L. Mattox, MD, FACS  
Houston, TX

*Second Vice-President-Elect*  
Walter J. Pories, MD, FACS  
Greenville, NC

*Secretary*  
Edward E. Cornwell III, MD, FACS, FCCM  
Washington, DC

*Treasurer*  
William G. Cioffi, Jr., MD, FACS  
Providence, RI

*Executive Director*  
David B. Hoyt, MD, FACS  
Chicago, IL

*Chief Financial Officer*  
Gay L. Vincent, CPA  
Chicago, IL

**BOARD OF REGENTS**

*Chair*  
Mark C. Weissler, MD, FACS  
Chapel Hill, NC

*Vice-Chair*  
Valerie W. Rusch, MD, FACS  
New York, NY

John L. D. Atkinson, MD, FACS  
Rochester, MN

Margaret M. Dunn, MD, FACS  
Dayton, OH

James K. Eisey, MD, FACS  
Atlanta, GA

Henri R. Ford, MD, FACS  
Los Angeles, CA

Julie A. Freischlag, MD, FACS  
Sacramento, CA

Gerald M. Fried, MD, FACS, FRCS  
Montreal, QC

James W. Gigantelli, MD, FACS  
Omaha, NE

B. J. Hancock, MD, FACS, FRCS  
Winnipeg, MB

Enrique Hernandez, MD, FACS  
Philadelphia, PA

Lenworth M. Jacobs, Jr., MD, FACS  
Hartford, CT

L. Scott Levin, MD, FACS  
Philadelphia, PA

Mark A. Malangoni, MD, FACS  
Philadelphia, PA

Raymond F. Morgan, MD, FACS  
Charlottesville, VA

Leigh A. Neumayer, MD, FACS  
Tucson, AZ

Marshall Z. Schwartz, MD, FACS  
Philadelphia, PA

Howard M. Snyder III, MD, FACS  
Philadelphia, PA

Beth H. Sutton, MD, FACS  
Wichita Falls, TX

Steven D. Wexner, MD, FACS  
Weston, FL

Michael J. Zinner, MD, FACS  
Boston, MA

**BOARD OF GOVERNORS**

*Chair*  
Fabrizio Michelassi, MD, FACS  
New York, NY

*Vice-Chair*  
Karen J. Brasel, MD, FACS  
Portland, OR

*Secretary*  
James C. Denny III, MD, FACS  
Alexandria, VA

May 18, 2015

Please be advised that I am the Chairman of the Board of Regents of The American College of Surgeons. In this capacity, I recognize Ms. Gay L. Vincent, Chief Financial Officer, as an authorized signer for The American College of Surgeons. Signature authority also includes Commission on Cancer, National Accreditation Program for Breast Cancer, Committee on Trauma, Trauma Quality Improvement Program (TQIP), Trauma Systems, National Surgical Quality Improvement Program (NSQIP) and Bariatric Surgery Center Network Accreditation Programs.

Specimen signature is set forth below.

Sincerely,

Mark C. Weissler, MD, FACS  
Chair, Board of Regents

Gay L. Vincent  
Chief Financial Officer

operations and of the business of the College for the preceding year, together with recommendations for the succeeding year. In the absence or inability to act as the Executive Director, the duties of the Executive Director shall be performed by such person and in such manner as the Board of Regents may direct.

### **Section 13. Chief Financial Officer**

The Chief Financial Officer shall be chosen by the Board of Regents upon consultation with the Executive Director. The Chief Financial Officer shall be the principal accounting and financial officer of the College and shall maintain its financial records, which shall be audited annually by a competent firm of certified public accountants. The College shall purchase a bond or insurance coverage insuring the faithful performance of the duties of Chief Financial Officer. The Chief Financial Officer shall also supervise methods and procedures relating to revenues and expenditures, including purchasing, and shall be responsible for the care and maintenance of the property of the College. The Chief Financial Officer shall in general perform all duties incident to the office of Chief Financial Officer and such other duties as from time to time may be assigned by the Executive Director or the Board of Regents.

## **V. Committees and Advisory Councils**

### **Section 1. Standing Committees and Councils**

The standing committees and councils of the College shall include an Advisory Council to the Board of Regents, an Executive Committee, Central Judiciary Committee, Member Services Liaison Committee and Finance Committee of the Board of Regents; an Executive Committee of the Board of Governors; and such other committees and councils as the Board of Regents may from time to time appoint. The members of all standing committees and councils, except the Executive Committee of the Board of Governors, and the Member Services Liaison Committee shall be elected by the Board of Regents.

### **Section 2. Executive Committee**

(a) Board of Regents: The members of the Executive Committee of the Board of Regents shall consist of the Chair and Vice-Chair of the Board of Regents, the President of the College, and three (3) other Regents elected by the Board of Regents. The President-Elect may be invited to attend as a guest at the discretion of the Chair of the Board of Regents. The members of this Executive Committee shall serve until their respective successors are elected and have qualified. The Chair of the Board of Regents shall be the Chair of this Committee. During the intervals between meetings of the Board of Regents, the Executive Committee shall exercise the powers of the Board of Regents in the management and direction of the business and the conduct of the affairs of the College, except that it shall not have power to elect Fellows; amend the Bylaws; or regulate fees, dues, or assessments. It shall keep a record of its proceedings and shall, after each meeting, report the same to the Regents for approval at the next succeeding meeting of the Board of Regents.

(b) Board of Governors: The members of the Executive Committee of the Board of Governors shall consist of the Chair, Vice-Chair, and Secretary of the Board of Governors, and four (4) other Governors, to be elected by the Board of Governors, two (2) each year for a term of two (2) years.

### **Section 3. Central Judiciary Committee**

The Central Judiciary Committee shall consist of five (5) Fellows, at least three (3) of whom shall be members of the Board of Regents. Members of the Central Judiciary Committee shall be elected by the Board of Regents and shall serve until their respective successors are elected and have qualified. The Central Judiciary Committee shall have general supervision and direction of disciplinary matters under the Board of Regents.



[HOME PAGE](#) | [How to Become a Vendor](#) | [Contract List](#) | [Current Bids and Proposals](#) | [How to Contact Us](#) | [Vendor Resource Center](#)

NH.Gov

Administrative Services

Commissioner

Budget Office

FDM

Cost Containment

Accounting Services

Human Resources

General Services

Telecommunications

Graphic Services

Planning/Management

Public Works

Purchase & Property

\* State Contracts

\* Current Bids & Proposals

Risk Management

NH Recovery

Energy Management

NH FIRST Employee Self Service

Lean NH

Real Property Asset Management

Deferred Compensation Plan

Recycling Program

Site Help

Search this Site:

**Bids & Proposals Details**

**Request #** RFP DOS 406-14

**Description** Statewide Trauma System Evaluation

**Comments**

**Status** Contact

**Closing Date** 4/10/2015

**Closing Time** 2:00pm

**Posted Date** 3/16/2015

**Request Type**

**Contract**

**Requisition Number**

**Category**

**Agency** SAFETY DEPT OF

**Multiple Agencies**

**Division** Dept of Safety

**Contact** [Nick Mercuri](#)

**Addendums Referenced**

**Awarded Bids**

[Download document here](#)

[Top of Page](#)



[NH.Gov](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Site Map](#) | [Contact Us](#)

## Newland, Heather

---

**From:** Rosa Gonzales <[rgonzales@unionleader.com](mailto:rgonzales@unionleader.com)> on behalf of Legals <[legals@unionleader.com](mailto:legals@unionleader.com)>  
**Sent:** Wednesday, March 25, 2015 11:26 AM  
**To:** Newland, Heather  
**Subject:** RE: Legal Notice

Hi Heather,

The notice will publish Sunday, 3/29/15, Monday, 3/30/15 and Tuesday, 3/31/15.

The total cost to publish is \$317.94.

Please do not hesitate to call us or email us with any questions or concerns.

Thank you,  
Rosa Gonzalez  
Ad Services  
NH Union Leader  
PO Box 9555  
Manchester, NH 03108-9555  
603-668-4321 ext. 263

---

**From:** Newland, Heather [<mailto:Heather.Newland@dos.nh.gov>]  
**Sent:** Wednesday, March 25, 2015 10:29 AM  
**To:** Legals  
**Cc:** Mercuri, Nick  
**Subject:** Legal Notice

Good morning.

Could you put the attached Legal Notice in the Union Leader for three days? It would need to be in for three consecutive days (not sure when the earliest you could put it in). Please let me know which dates and the cost.

Please send invoices to the NH Fire Academy at the mailing address below to my attention. We would also need copies of the tear sheets for processing the invoices. Thank you.

Heather Newland  
Administrative Supervisor

NH Fire Academy  
**Location:** 98 Smokey Bear Blvd., Concord, NH  
**Mailing:** 33 Hazen Dr., Concord, NH 03305  
603-223-4200 ext. 31005  
[heather.newland@dos.nh.gov](mailto:heather.newland@dos.nh.gov)

**REQUIRE. TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

The original mortgage instrument may be examined at 91 Bay Street, Manchester, New Hampshire, 03104, with all requests directed to Dyan J. Lowman at (603) 623-1234 during regular business hours.

Dated at Manchester, New Hampshire this 27th day of March, 2015.

**Granite State Credit Union**

By their attorneys:

Beliveau, Fradette & Gallant, PA

Dyan J. Lowman, Esq.

91 Bay Street - P.O. Box 3150

Manchester, New Hampshire

03105-3150

Tel. (603) 623-1234

(UL - March 31; April 7, 14)

For purposes of the immediately foregoing paragraph, service upon the mortgagee shall mean service upon such holder, CitiFinancial Servicing LLC d/b/a CitiFinancial.

Dated at Natick, Massachusetts this 10th day of March, 2015.

CitiFinancial Servicing LLC

d/b/a CitiFinancial

Present Holder of Said Mortgage.

By its Attorneys,

CUNNINGHAM, MACHANIC, CETLIN,

JOHNSON, HARNEY & TENNEY, LLP

By: Steven G. Manchini

CUNNINGHAM, MACHANIC, CETLIN,

JOHNSON, HARNEY & TENNEY, LLP

220 North Main Street, Suite 301

Natick, MA 01760

(508) 651-7524

(UL - March 17, 24, 31)

**the Successful Bidder.**

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, a certified Check, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 10% of the Bid.

This bid guarantee shall ensure the execution of a Contract, the furnishing of a Performance Bond, and a Payment Bond, all of which shall remain in effect for 90 days after receipt of Bid by the Owner.

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

This work is being funded through Federal Aid Highway funds. As such, the successful Bidder will need to comply with certain conditions pertaining to Davis-Bacon Wage Rates, reporting, nondiscrimination, etc., in the fulfillment of the Contract to be awarded. The successful Bidder shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and codes in the performance of this Contract. Local firms, minority, and women-owned businesses, where appropriate, shall be given "maximum feasible opportunity" to participate in contracts and subcontracts resulting from this project.

The Town of Hudson is an equal opportunity/affirmative action agency. All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

The OWNER reserves the right to reject any or all Bids. No Bidder may withdraw his Bid within 90 days after the actual date of the opening thereof.

All individuals, firms, partnerships, or corporations intending to bid, must first be prequalified with the New Hampshire Department of Transportation for the intended work. Please note that prequalifications must be established no less than three days prior to the Bid date.

(UL - March 31)

**Legal Notice**

**Public Notice**

**NHTI - Concord's Community College Campus-Wide Trash Collection**

NHTI is requesting bids for campus-wide trash collection. Details may be found on the Community College System of NH website at

<http://www.ccsnh.edu/open-bids> on

NHTI 2015-76. Contact person is

Michael Therrien, 271-6484 x 4253.

NHTI reserves the right to accept and reject any or all proposals.

(UL - March 29, 30, 31)

**Legal Notice**

**NOTIFICATION OF AQUATIC TREATMENT**

**Namaske Lake - Goffstown**

The Namaske Lake Association has contracted Aquatic Control Technology, 21 West Main Street, Spencer, MA 01562, Telephone 508-885-0101 or 800-462-8211, to treat portions of Namaske Lake in Goffstown with the USEPA/State registered aquatic herbicide Navigate (2,4-D BEE granular), EPA Registration Number 228-378-8959 to control exotic variable milfoil weed. Final treatment areas will be determined following pre-treatment surveys by NH DES.

A permit application has been filed with the state requesting approval for this treatment program. The treatment will likely be performed in late June or early September 2015. If a permit is issued, there will be additional notification of the actual treatment date and specific information on certain activities and water uses that will be temporarily restricted as a condition of the permit. Any questions concerning the proposed treatment should be directed to Aquatic Control Technology at the above address.

Those wishing to comment on the proposed application may contact the New Hampshire Department of Agriculture, Division of Pesticide Control to request a public hearing. Comments must be received in writing within 15 days of receipt of this notice.

New Hampshire Department of Agriculture

Division of Pesticide Control  
P.O. Box 2042

Concord, NH 03302-2042  
(603) 271-3550

(UL - March 31)

**Legal Notice**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF FIRE STANDARDS &  
TRAINING AND  
EMERGENCY MEDICAL SERVICES  
33 Hazen Drive

Concord, New Hampshire 03305

Phone: 603-223-4200

Fax: 603-271-1091

John J. Barthelmes, Commissioner

Deborah A. Pendergast, Director

**PUBLIC NOTICE FOR REQUEST**

**FOR PROPOSAL (RFP) #406-14**

**WANTED, STATEWIDE TRAUMA**

**SYSTEM EVALUATION** for the State

of New Hampshire, Department of

Safety. Reference RFP #406-14.

Interested parties can obtain a copy

of these specifications by contacting

Nick Mercuri, Division of Fire Stan-

dards & Training and Emergency Medi-

cal Services, at 603-223-4200 ext.

31003 or [nick.mercuri@dos.nh.gov](mailto:nick.mercuri@dos.nh.gov).

This information may also be obtained

by logging onto the State's website at

[http://www.admin.state.nh.us/](http://www.admin.state.nh.us/purchasing/)

[purchasing/](http://www.admin.state.nh.us/purchasing/). Any and all requests

must follow the directions as specified

on RFP #406-14 and proposals must be

received by 2:00 p.m. on April 10,

2015. The State reserves the right to

accept or reject any or all proposals.

(UL - March 29, 30, 31)

**Legal Notice**

**PUBLIC NOTICE INVITATION TO BID**

NH Dept. of Administrative Services seeks proposals from NH-licensed real estate brokers to market commercial property in Salem, NH.

See Bid # RFP FMA 2015-02 posted at <http://admin.state.nh.us/purchasing/bids/posteddate.asp?sort=PostedDate%20DESC> or inquire at [Real\\_Property\\_DAS@NH.Gov](mailto:Real_Property_DAS@NH.Gov) or (603) 271-7644. Proposals are due April 24, 2015.

Lisa M. Pollard, Director

Administrative Services

(UL - March 27, 30, 31)

**Legal Notice**

**Public Notice**

**Mortgage Capital Associates, Inc. dba MCAC**, with a principal place of business at 11150 W. Olympic Blvd. Ste. 1160 Los Angeles, CA 90064, hereby gives notice that as of 12/31/2014, it has ceased conducting business as a Mortgage Banker in New Hampshire and has surrendered its licenses (#8322-MB & #18400-MB-BCH) to the New Hampshire Bank Commissioner. For information about pending transactions, contact: Gene Chow at the above address and Tel#(310) 477-6877.

(UL - March 24, 31)

**Legal Notice**

**Sealed Bid - 2009 Ford Crown Victoria - Police Cruiser**, mileage 136,320. Minimum bid amount is \$2,000.00.

**Public Notices...**

*your right to know!*

Read them in

New Hampshire Union Leader

and

New Hampshire Sunday News

and online at

[www.unionleader.com](http://www.unionleader.com)

3/31/15 State 144682

DIANE 444/C6P2 3/30/15

### Notices

Notice is hereby given that the files of Attorney Loren H. Rosson, who died in September, 2010, are in the possession of Attorney Ellen S. Friedman and may be claimed no later than June 1, 2015. Files not claimed by June 1, 2015 may be destroyed. If you wish to claim your file, please contact Attorney Ellen S. Friedman, 21 East Pearl Street, Suite 3, Nashua NH 03060 (603) 594-4242.

Submitted by:  
Ellen S. Friedman, Attorney at Law  
21 East Pearl Street, Suite 3  
Nashua NH 03060  
(603) 594-4242  
(UL - March 23, 30)

### Legal Notice

#### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Jeremy D. Wright and Linda J. Wright** (the "Mortgagors") to Mortgage Electronic Registration Systems Inc. and now held by Bank of America, N.A. (the "Mortgagee"), said mortgage dated March 29, 2011, and recorded with the Rockingham County Registry of Deeds in Book 5211 at Page 795 (the "Mortgage"), pursuant to and for breach of the conditions in said Mortgage and for the purpose of foreclosing the same will be sold at: Public Auction on April 6, 2015 at 1:00 PM Said sale to be held on the mortgaged premises having a present address of 114 Emerald Drive, Danville, Rockingham County, New Hampshire. The premises are more particularly described in the mortgage. **NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.** The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS". **TERMS OF SALE** A deposit of Ten Thousand (\$10,000.00) Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to cancel or continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. Dated at Warwick, Rhode Island on March 9, 2015. Bank of America, N.A. By its Attorneys, Marinocsi Law Group, P.C. 275 West Natick Road, Suite 500 Warwick, RI 02886 Telephone: (401) 234-9200 MLG File No.: 14-11765 A-4514449 03/16/2015, 03/23/2015, 03/30/2015  
(UL - March 16, 23, 30)

### Legal Notice

#### MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained in a certain Mortgage given by **Isaiah C. Goodwin** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc. as *nominee* for, Regency Mortgage Corporation, its successors and assigns, dated September 14, 2012 and recorded with the Merrimack County Registry of Deeds at Book 3338, on Page 1440 (the "Mortgage") of which mortgage the undersigned is present holder by assignment, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at:

**Public Auction on  
April 13, 2015  
at  
10:00 AM**

Said sale being located on the mortgaged premises and having a present address of **56 Second Street, Concord, Merrimack County, NH.** The premises are more particularly described in the Mortgage.

**NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

The property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgage(s) therein possessed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them.

#### TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

JPMorgan Chase Bank,  
National Association  
Present Holder of said Mortgage,  
By its Attorneys,  
Orlans Moran PLLC  
PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800

(UL - March 23, 30; April 6)

### Legal Notice

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF FIRE STANDARDS &  
TRAINING AND  
EMERGENCY MEDICAL SERVICES  
33 Hazen Drive  
Concord, New Hampshire 03305  
Phone: 603-223-4200  
Fax: 603-271-1091

John J. Barthelmes, Commissioner  
Deborah A. Pendergast, Director  
**PUBLIC NOTICE FOR REQUEST FOR PROPOSAL (RFP) #406-14 WANTED, STATEWIDE TRAUMA**

**SYSTEM EVALUATION** for the State of New Hampshire, Department of Safety. Reference RFP #406-14.

Interested parties can obtain a copy of these specifications by contacting Nick Mercuri, Division of Fire Standards & Training and Emergency Medical Services, at 603-223-4200 ext. 31003 or [nick.mercuri@dos.nh.gov](mailto:nick.mercuri@dos.nh.gov). This information may also be obtained by logging onto the State's website at <http://www.admin.state.nh.us/purchasing/>. Any and all requests must follow the directions as specified on RFP #406-14 and proposals must be received by 2:00 p.m. on April 10, 2015. The State reserves the right to accept or reject any or all proposals.  
(UL - March 29, 30, 31)

### ating Success.



### OPMENT INVESTMENT REET, CONCORD, NH

itial units & 20,700± SF of  
acres  
10± SF; 10,800± SF of

### Legal Notice

#### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Christine T. Reynolds and Matthew G. Reynolds** (the "Mortgagors") to Mortgage Electronic

### Legal Notice

#### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given

practice  
of  
we  
ne  
ow  
roke  
repeat  
s.  
for  
reat  
ers  
ne  
will  
tter

ike,

Every Golf Shot® (Running Press)



© 2015 Phil Franke. Distributed by King Features Syndicate

teele (72), Chesson Hadley (71) and Jason Kokrak (71).

Phil Mickelson, looking for his first top-10 finish of the season with the Masters only two weeks away, hit his second shot from 258 yards or within three feet for an eagle on the 14th hole.

However, Mickelson struggled for the rest of the day and his 74 dropped him nine shots behind Walker into a tie for 12th. His last top-10 finish was second behind Rory McIlroy in the PGA Championship at Valhalla last August.

## Revs win, at last

Revolution midfielder Kelyn Rowe reacts after scoring his second goal of the game in New England's 2-1 win over the San Jose Earthquakes at Gillette Stadium in Foxborough, Mass., on Saturday. The win was new England's first of the season in four tries, and the goals were the first the Revs scored this season.

USA TODAY SPORTS

10:00 a.m. - 11:00 p.m.

If you require an interpreter or other accommodations, please call Cyndy Wisell at (603) 271-3471 or 1-800-299-1647.  
(UL - March 25, 29)

## Legal Notice

### PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is soliciting bids for a **Full Service Maintenance Contract for a Kodak Production Copier**. Specifications and bid forms may be obtained at [http://admin.state.nh.us/purchasing/bids\\_posteddic.asp](http://admin.state.nh.us/purchasing/bids_posteddic.asp), Bid #2015-84, or at Bureau of Graphic Services, 12 Hills Ave., Concord, NH. All bids must be submitted to the Bureau of Graphic Services no later than **11:00 A.M. on Wednesday, April 1, 2015**.  
(UL - March 26, 27, 29)

## Legal Notice

### Public Notice

#### Town of Effingham New Hampshire

The Town of Effingham Fire Department is soliciting proposals for a commercial chassis 4x4 initial attack pumper apparatus. The Fire Chief requests that interested parties carefully review the specifications and submit your proposal accordingly. Specifications are available upon request at the Selectmen's Office during regular business hours or by email request: [effingham@roadrunner.com](mailto:effingham@roadrunner.com). Proposals must be received by May 1, 2015. All proposals must be submitted in a sealed envelope clearly marked "Proposal for fire apparatus" and addressed to Town of Effingham Fire Department, 68 School Street, Effingham, NH 03882. Proposal pricing shall remain valid for a minimum of sixty (60) calendar days. The Town of Effingham reserves the right to reject any and all bids to best serve the interests of the Town.  
(UL - March 29)

## Legal Notice

**Sealed Bid** - 2009 Ford Crown Victoria - Police Cruiser, mileage 136,320. Minimum bid amount is \$2,000.00. Submit bid to: Candia Selectmen's Office, 74 High Street, Candia, NH 03034 by 04/27/15 @ 3:00 p.m.  
(UL - March 29, 30, 31; April 1, 2, 3, 6)

## Legal Notice

### Town of Atkinson Loader/Backhoe

The Town of Atkinson is requesting quotations from qualified vendors for the lease/purchase of a Fourteen-foot Class Loader/Backhoe and accessories for the Atkinson Highway Department. Specifications are available in the Selectmen's Office, 21 Academy Avenue, Atkinson, NH 03811, or on Atkinson's website [www.town-atkinsonnh.com](http://www.town-atkinsonnh.com). Proposals should be sent to the Selectmen's Office, clearly labeled "Loader/Backhoe RFP", on or before noon, Friday, April 17, 2015. For additional information, please contact Road Agent Ted Stewart at (603) 362-4010, or [roadagent@atkinson-nh.gov](mailto:roadagent@atkinson-nh.gov), or Town Administrator Bill Innes at (603) 362-1060 or [townadmin@atkinson-nh.gov](mailto:townadmin@atkinson-nh.gov).  
(UL - March 27, 29, 30)

NHTT 2015-76 - Contact person is Michael Therrien, 271-6484 x 4253. NHTT reserves the right to accept and reject any or all proposals.  
(UL - March 29, 30, 31)

## Legal Notice

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF FIRE STANDARDS & TRAINING AND  
EMERGENCY MEDICAL SERVICES  
33 Hazen Drive  
Concord, New Hampshire 03305  
Phone: 603-223-4200  
Fax: 603-271-1091

John J. Barthelme, Commissioner  
Deborah A. Pendergast, Director  
**PUBLIC NOTICE FOR REQUEST FOR PROPOSAL (RFP) #406-14 WANTED, STATEWIDE TRAUMA SYSTEM EVALUATION** for the State of New Hampshire, Department of Safety, Reference RFP #406-14.

Interested parties can obtain a copy of these specifications by contacting Nick Mercuri, Division of Fire Standards & Training and Emergency Medical Services, at 603-223-4200 ext. 31003 or [nick.mercuri@dos.nh.gov](mailto:nick.mercuri@dos.nh.gov). This information may also be obtained by logging onto the State's website at <http://www.admin.state.nh.us/purchasing/>. Any and all requests must follow the directions as specified on RFP #406-14 and proposals must be received by 2:00 p.m. on April 10, 2015. The State reserves the right to accept or reject any or all proposals.  
(UL - March 29, 30, 31)

## Legal Notice

**TOWN OF BEDFORD  
INVITATION FOR BID  
Bid 02-2015  
BID FOR BEDFORD  
COMMUNITY TELEVISION  
PROPOSED MAIN ROOF & ANNEX  
ROOF IMPROVEMENTS  
March 2015**

The Town of Bedford, New Hampshire is soliciting bids from qualified companies for the construction of a new gable roof over the existing flat roof at Bedford Community Television (BCTV). In addition structural improvements to the adjacent BCTV Annex will be implemented and the roof will be re-sheathed and shingled. The work is to include but not be limited to the removal and disposal of existing roof features to be removed (metal satellite, chimney, rotted sheathing), installation of new cast-in-place concrete footings, steel columns, steel beam, wood rafters, lateral bracing, shingles, new windows, gutters, and architectural finishes.

Sealed bids for the Contract will be received by Peter Barbuto (Facilities Manager), Town Offices, 24 North Amherst Road, Bedford, NH 03110, until **9:00 A.M., local time, on May 12, 2015** at which time they will be publicly opened and read aloud.

Complete sets of Contract Documents may be obtained from Peter Barbuto (Facilities Manager), at the above address on or after March 31, 2015. No documents will be mailed. There will be a pre-bid meeting at the site to observe site conditions at 9:00AM on April 16, 2015.

The Town of Bedford reserves the right to accept or reject any or all bids, award in part or to waive minor formalities that it deems to be in the best interest of the Town of Bedford.

Peter Barbuto  
Facilities Manager  
Town of Bedford

(UL - March 29)

3/24/15 STAGE #118 144002