

**2013 State of Vermont
Office of the Secretary of State
Request for Proposals
Voting Access for Individuals with Disabilities (VOTE)
Municipalities –
Polling Place Accessibility**

INTRODUCTION

The Help America Vote Act (HAVA) was signed on October 29, 2002 to improve the administration of elections in the United States. It includes a grant program to help ensure that **individuals with disabilities have access to polling places and may vote privately and independently.** (Public Law 107 – 252 Title II subtitle D, part 2, section 261) As Vermont's chief election official, the Secretary of State will oversee the grant process.

QUALIFIED BIDDERS/ELIGIBLE APPLICANTS

Applications will be considered from municipalities. Schools that serve as polling places can apply directly or the application can be submitted by the Town Clerk.

<p>If your Town has not filed ALL required audit forms with the Vermont Department of Finance for any prior HAVA or HHS grants received from the Office of the Secretary of State, you may apply for another grant, but the grant request will not be approved, nor any check processed, until all prior audit forms have been filed for all prior grants. The Town Treasurer is the person who must file the audit forms.</p>
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MAXIMUM AMOUNT AVAILABLE

Total available: Approximately \$85,000
Maximum award per grant: \$5,000

(Larger towns and cities, or **those polling places that sustained damage from tropical storm Irene**, may submit a request to Kathleen Scheele, Director of Elections to exceed the \$5,000. This request should be made by e-mail to Ms. Scheele at kscheele@sec.state.vt.us . You must receive approval from Ms. Scheele prior to submitting a proposal which exceeds \$5,000 and include that approval with your proposal.)

This program is entirely financed with Federal funds.

FUNDING PERIOD

All projects must be completed on or before **July 30, 2014.**

APPLICATION DEADLINE

All proposals **must be received no later than 3:30 p.m. on Monday, February 18, 2013.** Applications received after that time will be considered at the discretion of the Secretary of State.

TIMELINE

RFP Issued: January 7, 2013
Applications Due: February 18, 2013

Award Notification: March 15, 2013
Funding Available: April 15, 2013 (After signature of grant)

SCOPE OF SERVICES REQUESTED

Polling Place Accessibility

Vermont municipalities may apply to receive funds to ensure particular polling facilities are accessible to individuals with a full range of disabilities. This may include but is not limited to the path of travel, entrances, exits, and voting areas of each polling facility with activities such as paving parking areas; building, covering or repairing ramps inside/outside buildings; building curb cuts; improving lighting; and replacing door knobs with lever handles. With early voting options, municipalities may apply to make town clerk offices accessible, even if they are not the official polling place. **NOTE: This funding can only be used for buildings owned by a municipality.**

EVALUATION CRITERIA

Polling Place Accessibility will be rated on how well the municipality demonstrates:

- The municipal need;
- Prior efforts to ensure accessibility; and/or
- The extent to which the proposal will enhance accessibility to individuals with disabilities.
- Ability to articulate a work plan and timeline which will accomplish the stated goals;
- Ability to provide a budget which is reasonable, realistic and appropriate for the services to be provided.

Preference will be given to towns which have not previously received funding under this program. However, towns which have previously received funding may apply for additional projects and will be considered on a funds available basis..

APPLICATION INSTRUCTIONS

All proposals must be printed on one side of standard (8 1/2" x 11") unruled white paper. Completed proposals must contain 1) Cover Page (using format in RFP), 2) Statement of Work not to exceed five (5) pages, 3) Line Item Budget (Using format in RFR), 4) Budget Narrative (using format in RFP). Proposals must be received at the Secretary of State's Office, address below, no later than **3:30 on February 18, 2013**. Proposals received after that time will only be accepted for review with permission of the Secretary of State. **NOTE: If funded, you will be required to submit an insurance certificate. (See #7 in attached Standard State Provisions.)**

Applicants must submit one (1) original and one (1) hard copy, and, in addition, submit 1 **electronic version** (CD in **Microsoft Word** -- no PDF's OR **e-mail a Microsoft Word** version to linda.b.hall@sec.state.vt.us) to:

HAVA Proposal
Attn: Linda Hall
Office of the Secretary of State
128 State Street
Montpelier, VT 05633

The contact for the RFP is Linda Hall at (802)828-0586 or e-mail linda.b.hall@sec.state.vt.us .

Cover Sheet
Voting Access for Individuals with Disabilities (VOTE)

Name of Organization:
Address:

Phone:

Authorized Official (who will sign the grant):

Title:

Program Contact Person:

Title:

Phone:

e-mail:

Fiscal Officer/Business Manager:

Phone:

e-mail:

Federal Identification Number:

State of Vermont Department of Taxes Account # (if you have one):

Beginning Month of Fiscal Year:

Amount Requested (fill in): \$ _____

(Note: If the amount requested exceeds \$5,000 you must include a copy of the e-mail approval from Kathleen Scheele, Director of Elections.)

Signature of Authorized Official _____

Date _____

**POLLING PLACE ACCESSIBILITY
Statement of Work**

Please answer the following questions:

What activities/improvements will take place?

Why are these improvements necessary?

How will they enhance accessibility to individuals with disabilities?

Who will do the work? What are their qualifications?

What is the timeline?

**POLLING PLACE ACCESSIBILITY
Budget**

Line Item	Amount
Staff	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Other	
TOTAL REQUESTED	

Budget Narrative

Describe each line item showing the formula for arriving at the **requested amount**. Please note, if this is part of a larger project, you can write a paragraph at the bottom if you would like to explain it, but the line item budget above should only be for the amount requested.

Staff : List the positions for your organization funded under this grant, the hourly rate and the number of hours for each position. (Staff of other organizations should be listed under contractual.)

Fringe: List the positions, which benefits are covered, and the rate.

Travel: List number of miles, reimbursement per mile, other travel costs.

Equipment: Itemize equipment items, purpose and unit cost.

Supplies: Give a general description of items included.

Contractual: Describe any money that will be subgranted to another organization, including staff.

Other: Include any other relevant, appropriate charges.

Full Project Budget (optional): You may include information here about the full project if you like. It is not required.

The following information will be included in your grant document:

**ATTACHMENT C
STANDARD STATE PROVISIONS
REVISED NOVEMBER 2012**

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

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

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

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

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state

through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

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

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

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

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

A single audit is required if the Subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year

period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

ATTACHMENT D
FEDERAL ASSURANCES AND CERTIFICATIONS

The Subrecipient:

1. Has the legal authority to apply for Federal Assistance, and the institutional managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper *accrual* accounting system in accordance with generally accepted accounting practices. The subrecipient shall maintain records which identify adequately the source and application of funds for grant supported activities or in-kind services or funds as required by the matching provisions of the Act.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
6. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
7. Will comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967.
8. Will comply with the requirement to retain all required records for three years after

contractors or subcontractors make final payments and all other pending matters are closed.

9. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and as specified in OMB Circular A-133. Subrecipient assures that a copy of the final audit which pertains to such funds shall be forwarded to SOS within thirty (30) days following the final audit's issuance date.
10. Will comply with the requirement that if any cost charged to or any expenditure of, funds or proceeds of funds provided under this grant or under previous grant is not supported, documented or otherwise accounted for by the subrecipient as required by the grant, Act, Federal Regulations, or State Policy, and is determined by the State not to be an allowable or allocable cost or expenditure, such sum shall be due and owing the State and shall be repaid to the State immediately upon demand from funds other than those provided under this grant.
15. Will comply with the requirement that the subrecipient is responsible for the development, approval, operation, and monitoring of all of its subcontracts and shall impose upon and require that its subcontractors adhere to the requirements of the Act, Federal Regulations, State Policy, and the terms and conditions of this grant.
16. Will comply with 29 CFR Part 97, for State/Local Governments and Indian Tribes; OR 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations, whichever pertains.
17. Will comply with OMB Circular A-87, for State/Local Governments and Indian Tribes; OMB Circular A-21, for Institutions of Higher Education; OR OMB Circular A-122, for Non-Profit Organizations, whichever pertains.
18. Will not use any of the funds provided under this grant to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition relates to the use of Federal grant funds and is not intended to affect your right, or that of any other organization, to petition Congress, or any other level of Government, through the use of other resources (see 45 CFR Part 93). This prohibition also applies to subcontractors.
19. Will, as stated in Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
20. Subrecipient must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences,

facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The subrecipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 a day.

21. Will comply with the following DHHS regulations codified in Title 45 of the Code of Federal Regulations which are applicable:

Part 16 - Department Grant Appeals Board

Part 30 - Claims Collection

Part 76 - Debarment and Suspension from Eligibility for Financial Assistance

Subpart F. Drug - Free Workplace

Part 80 - Nondiscrimination Under Programs receiving Federal Assistance Through the Department of Health and Human Services - Effectuation of

Title VI of the Civil Rights Act of 1964

Part 81 - Practice and Procedure for Hearings Act under Part 80 of this title

Part 84 - Nondiscrimination on the Basis of Handicap

Part 91 - Nondiscrimination on the Basis of Age

Part 92 - Uniform Administrative Requirements for Grants or Cooperative Agreements to State and Local Governments

Part 93 - New Restrictions on Lobbying

Part 100- Intergovernmental Review of Department of Health and Human Services programs and activities.

22. Will, to the extent practicable, as stated in Section 507 of Public Law 103-33, purchase American made equipment and products with the funds from this grant.