

**The Maine Fire Protection Services Commission
&
Maine Fire Services Institute**



***Regional Live Fire Training Facility Grant Program
Guidance & Forms***

**Final Draft
2/14/2019**

PURPOSE:

In July 2018, the 128th State Legislature passed LD1845 creating Public Law, Chapter 444, Section 3, 20-A MRS §9004. This law established a fund to support the construction, and repair or replacement of regional live fire service training facilities (LFTF) in the State of Maine. In accordance with this law and in order to establish a fair, competitive, and effective process to distribute the funds, the Maine Fire Protection Services Commission (Fire Commission) hereby issues the following guidelines to establish the criteria for the Regional Live Fire Service Training Facility Grant Program.

This program was developed based on the very effective national Assistance to Firefighters Grant Program (AFG) developed by the Federal Emergency Management Agency (FEMA), a previous grant program from the Maine Fire Service Institute (MFSI), and similar programs in other states that serve as best practices.

DEFINITION OF TERMS:

Lead Municipality - Awards made to Regional LFTFs serving multiple jurisdictions or departments must identify one municipality to serve as the Lead Municipality. The Lead Municipality shall be the grant applicant on behalf of all served, and shall undertake all administrative and reporting requirements related to the grant, including but not limited to: the receipt, management, and control of grant funds, the filing of reports, and all administrative interface with SMCC/MFSI and the Fire Commission.

Maine Fire Protection Services Commission (MFPSC) – A 23-member commission established in 1999 to monitor and evaluate the State's fire protection services system on a continuing basis and to provide recommendations to the appropriate state agencies and to the Legislature regarding necessary changes in the fire protection services system. Herein referred to simply as the Fire Commission or MFPSC.

Maine Fire Services Institute – A division within the Southern Maine Community College (SMCC) system that serves as the State of Maine's fire service training and certification entity. Hereby referred to as MFSI.

Municipality – A city, town, borough, or incorporated village within the State of Maine eligible to apply for and receive funds from the grant program.

Prototype Specifications – As part of this grant process, in order to promote standardization across the State, and cost efficiencies, the MFSI will conduct a Request for Proposals for a variety of code compliant, pre-engineered, LFTFs that applicants may choose to use in their proposals based on the unmet needs in their particular region. Use of the prototypes is encouraged but not required so long as the proposals meet all the other requirements of this grant program.

Regional Live Fire Service Training Facility (LFTF) - A training facility owned by a municipality with the exclusive or primary purpose of being used for fire service training delivery, including live fire evolutions, to two or more jurisdictions or fire departments.

Training Facilities Review Panel – A subcommittee representing the key stakeholder groups from the Fire Commission who are charged with reviewing LFTF grant applications in accordance with these guidelines and making recommendations for award to the full Fire Commission. Herein referred to simply as the Review Panel.

AVAILABLE FUNDING:

The law creating this grant program contains an annual appropriation of \$500,000.00 with a sunset provision after three years. This provides a total of \$1,500,000.00 over the 3-year current life of the program. The law further established the non-lapsing fund under MFSI within the Maine Community College System. For their fiduciary costs and responsibilities the Maine Community College System is entitled to a 4.5% administrative fee leaving a total of \$1,432,500.00 for direct grant awards to municipalities over the current 3-year life of the fund assuming the legislature provides funding in future years.

ELIGIBLE APPLICANTS:

Municipalities are the only eligible applicants as outlined in the public law. Fire Departments, Fire Chief & Firefighter Associations, Regional Fire Training Associations & Collaboratives may assist in applying for and managing a grant, but State law mandates the applicant with fiduciary control must be a municipality. Funding from this grant program is open to all jurisdictions, and is not restricted to those jurisdictions that currently have existing live fire training facilities.

Applications must be executed by the Chief Executive Officer of the municipality such as the Town or City Manager, Administrator, or Chief Elected Official with the legal authority to do so.

ELIGIBILITY CRITERIA:

Repairing, replacing existing, or constructing new live burn firefighter training sites is the sole purpose of this grant program. It is primarily intended to fund fixed sites and infrastructure costs that aren't authorized under the Assistance to Firefighters Grant (AFG) program.

Applicant's department, and all other departments that benefit from the facilities created or maintained with these funds, must be reporting incident data to the Maine Fire Incident Reporting System (MFIRS) at the time of application and throughout the useful life of the improvements funded through the grant.

Facilities funded through this grant process must certify that their facility has sufficient and suitable space to accommodate set up and operation of MFSI's portable training props and that they will cooperate with MFSI to use the grant funded facilities to deliver training and certification testing in that geographical area of the State. Grant recipients must further agree to allow MFSI to conduct skill end tests for certification at their facility twice annually at no cost beyond consumable supplies.

COST SHARE:

Although no specific hard (cash) or soft (in-kind) local match is required, all cost sharing matches will be seriously considered in the scoring criteria in order to leverage local investments and maximize the cost/benefit analysis of the proposal.

Funding may be requested in progress payments as materials are ordered and work is being completed (see Appendix B - Request for Advancement of Grant Funds). Applicants will not be required to fully fund a project to completion prior to requesting progress payments towards an approved grant award.

APPLICATION & SUBMISSION INFORMATION:

A single application process will be implemented to determine which projects will be funded over the three years of currently available funding. This is due to the limited funding and sunset clause in the law, and to facilitate accurate assessment of the needs across the State so proposals can be evaluated and scored equitably at one time.

In order to reduce costs and promote standardization for the replacement or construction of new facilities, MFSA will conduct a formal bid process, in advance of the grant application period, to identify the approved cost for some standard prototype, pre-engineered, code compliant, facilities that applicants can choose from. Applicants will not be restricted to those choices, but any deviation must be justified in the application and include the required engineering and NFPA compliance documents.

Grant project awards will be staggered as funding becomes available and will have an 18 month schedule of performance.

The application period opens on March 1, 2019 and the deadline for applications to be received is 4:00 PM on May 1, 2019.

One (1) hard copy, and one (1) electronic copy (in pdf format) of the application and all support documents must be received, prior to the deadline noted above, at the following address:

LFTF Grant
Maine Fire Service Institute
19 Sewall Street
Brunswick, ME 04011
jgraves@smccme.edu

Grant awards will be announced on or about July 1, 2019 with varying periods of performance based on the timing of available funding.

AWARD LIMITS AND ALLOCATION:

No maximum or minimum amount of grant award is set for this grant process. Grants that show substantial cost benefit with matching or in-kind funds are highly encouraged. Upon review of the applications submitted, the Fire Commission will allocate a suitable portion of the total available funding for repairs to existing facilities based on the needs as identified in the applications received. The majority of the funding allocation will be used to replace or construct new facilities.

Direct costs for design, construction, and permitting are the only eligible costs. Land acquisition costs are ineligible. Grant preparation and management costs will not be reimbursed.

Current MFSI approved training facilities may apply for both repairs and replacement projects in separate applications.

COMPETITIVE PROCUREMENT

Applicants agree to abide by their municipality's competitive procurement process. A copy of which must be attached in the application packet provided to MFPSC and MFSI/SMCC. Should the provided procurement process not meet the necessary requirements of SMCC, the applicant will be provided with the Maine Community College System's competitive procurement process to follow.

COMPLIANCE WITH LAWS, CODES & ORDINANCES:

Facilities must be designed and approved by a licensed professional engineer as defined in Title 32, section 1251, subsection 4.

Applicants are responsible for, and must comply with, all applicable federal, state, and local policies, ordinances, regulations, laws, codes, and standards including *NFPA 1402 Guide to Building Fire Service Training Centers* 2012 Edition, and *NFPA 1403 Standard for Live Fire Training Evolutions* 2012 Edition.

GRANT GOALS & PRIORITIES:

Due to the limited funding available, the anticipated unmet needs across the State, and in order to maximize the impact of this grant program, the Fire Commission has established the following grant goals and priorities:

1. Maximize local/regional investment through hard or soft matches
2. Assure financial plan & resources for ongoing maintenance and sustainability
3. Serve the greatest number of firefighters possible through regional collaborations

APPLICATION REVIEW PROCESS:

The Fire Commission is responsible for establishing a Training Facilities Review Panel to review and score applications based on the published goals and priorities above. That review panel will be appointed by the Chair of the Fire Commission and shall consist of one member of the Fire Commission representing each of the following stakeholder organizations:

1. Chair of the Fire Commission
2. Director of the Maine Fire Service Institute
3. Maine Fire Chiefs' Association
4. Maine State Federation of Firefighters
5. Professional Firefighters of Maine

The review panel may seek technical review and support as necessary during the review process, and may also enter into discussions with applicants as necessary to clearly understand their proposal and to negotiate award details.

To avoid any real or perceived conflicts of interest, members of the review panel must disclose any potential conflict or personal benefit with or from any proposed grant application. The review committee member may abstain from voting on that application, or may ask the remaining members of the review committee to rule on the need for recusing that member from voting based on the circumstances of the potential conflict. Should there be a tie in that vote, the matter will be forwarded to the full Fire Commission for resolution.

The review committee shall submit their recommendations to the full Fire Commission and final approval of all grant awards will be made by majority vote of the Fire Commission based on the needs of Maine's fire service and the availability of funding.

EVALUATION CRITERIA:

The Review Panel will evaluate applications based upon a the following quantitative scoring criteria that measures the substance of the application and supporting documentation relative to the goals and priorities of the grant program. Applications will be scored in four main areas as noted below. Each area is equally weighted with up to 25 potential points awarded in each category with a maximum possible score of 100. Proposals should include sufficient information and details to explain each of the items clearly.

1. Project description and budget

- a. Quality and completeness of the application and supporting documents.
- b. Budget includes detailed plans (including a site plan) and formal quotes that meet the grant guidance and formal bidding requirements.
- c. Explains how the project will meet the regional needs for basic training standards including the elements of Firefighter I & II as prescribed in NFPA 1001 and 1403.
- d. Does the scope of the project fit and match the needs in the area proposed?
- e. Previous experience managing MFSI or AFG grant programs in the past.

2. Statement of effect/impact on firefighter training within the region

- a. Provided data on firefighters trained and hours the facility has been, or will be used?
- b. What geographical area of the State and how many departments and firefighters does this proposal serve?
- c. Has the applicant included Memorandum of Understanding or Agreement supporting multi-jurisdictional regional training partnerships and support for the grant?
- d. Is the proposed LFTF located in an area where MFSI can conduct training and certification training, and does it contain the resources necessary to do so?

3. Financial need

- a. What resources are being requested?
- b. Has the applicant adequately demonstrated the needed?
- c. Does the applicant own, or have a long-term lease, on the site where the improvements are being made?

- d. Does the applicant have a financial plan that demonstrates the ability to sustain and maintain the LFTF going forward beyond the grant award?
4. **Cost/benefit analysis**
 - a. What hard (cash) or soft (in-kind) match has been provided by the municipality to maximize the investment requested?
 - b. What is the benefit per firefighter or training hour for the cost requested?
 - c. How does this proposal rank with others in terms of return on the State's investment?

REPORTING REQUIREMENTS:

Successful applicants are required to file programmatic reports (see Appendix C) to the Fire Commission quarterly during the period of performance, and maintain financial records for audit purposes in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The applicant is responsible for providing the Fire Commission with the required annual documentation of inspection of all facilities funded by the grant as outlined in NFPA 1403.

Applicant must provide the Fire Commission with a copy of their required engineering study as required in NFPA 1403.

Failure to comply with any of the terms of the grant agreement will result in revocation of the grant award and repayment of any sums already dispersed to the grantee.

DISBURSEMENT OF GRANT FUNDS:

Disbursements from the LFTF Grant Program Fund are made as a grant to a Lead Municipality. Payments are not made until the Lead Municipality has entered into a Grant Agreement (see Appendix E) binding the municipality to the terms and conditions of the grant. The municipality's Chief Executive Officer, Town or City Manager, Administrator, Chief Elected Official or other duly authorized designee – shall execute such an agreement/contract. Disbursements will not be made to individual fire departments.

Disbursements of grant funding will be provided solely through an electronic transfer of funds to a banking institution. Payments will only be made for projects completed, or due to be completed within 60 days, in accordance with the approved grant award upon submission of supporting documentation of eligible costs. Supporting documentation of eligible costs includes vendor invoices, receipts, and approval/certification of completion by the designated Project Manager and engineer. Requests for the advancement of funds for approved grant projects must be made using the Request for Advancement of Funds form found in Appendix B.

Grant funds can only be used for the specific scope of work authorized in the grant award. If actual costs are less than the budgeted amount, or an applicant defaults on the performance of their grant award, any excess grant funds not expended to accomplish that scope of work will not be distributed and will remain in the fund.

The Fire Commission may initiate additional grant application processes to award any remaining funds.

INSURANCE REQUIREMENTS:

No person or entity shall commence construction or repair work, unless and until such person or entity has provided proof of general liability insurance and automobile liability insurance with minimum \$1,000,000 single occurrence and \$1,000,000 aggregate coverage, and Worker's Compensation insurance from insurers licensed to provide such insurance in the State of Maine. Insurance must be maintained at all times when any construction or repair work is being performed. Grantee shall submit a Certificate of Coverage or Certificate of Insurance evidencing that the required insurance coverage is in effect for the appropriate entities, including coverage for sub-contractors. The Lead Municipality must be named as an additional insured party for certain types of insurance as specified in the Grant Agreement.

BONDING REQUIREMENTS:

The contractor shall provide 100% performance and payment bonds for all large projects (over \$125,000.00). Combining bonds of subcontractors is not acceptable. Large projects also require a bid bond or letter of credit acceptable to the Community College Financial office to assure bidder has the financial means to undertake the project under the terms they bid.

OWNERSHIP OF SITE:

The Lead Municipality, or other governmental entity, must own the site (land) where any permanent installation of a training facility is proposed. That site must not be subject to any restriction or limitation that would prohibit or impair the use of the property as a Regional LFTF. On a case-by-case basis, The Review Committee may consider long-term lease agreements. The length of any lease agreement shall be consistent with the expected life of the Regional LFTF.

MONITORING & GRANT MANAGEMENT:

The Fire Commission has oversight responsibility for this grant program as outlined in public law. The Fire Commission is responsible for management and monitoring of the grant program and distribution of funds through the Maine Community College System's Finance Office.

MFSI will assist the Fire Commission with periodic monitoring, site visits, and inspections of the LFTFs to assure compliance with this grant program and completion of project benchmarks.

PRECEDENTS OF LAW & DISCLAIMER:

Nothing contained within this document shall be construed to supersede the applicable laws and regulations of the State of Maine. In the event of a conflict, the applicable law shall supersede the conflicting provision of this guidance document.



Appendix A - LFTF Grant Application

Southern Maine Community College
MFSI/MFPSC

Maine Fire Protection Services Commission
FY-2019-2022 Regional Fire Services Training Facilities Grant Application

General Instructions & Notices

Applicants are directed to "**Regional Live Fire Training Facility Grant Program Guidance**" as designed for this 3-year grant program which is The filing of an application does not bind the Review Panel to award nor the Municipality/Applicant(s) to accept any such grant.

Incomplete applications and those received after the deadline will not be considered.

Deadline May 1st, 2019

Timeliness of filing and subsequent receipt by the Agency are solely the applicant's responsibility – all applications must be completed electronically or in ink and sent directly to:

LFTF Grant, Maine Fire Services Commission 19 Sewall St, Brunswick Maine 04011

All decisions regarding grant awards made by the Board are final; applicants may appeal decisions in writing to the address provided above within 15 business days of the posting of awards.

A. Applicant Information

1. Title of Lead Municipality Making Application		City / Town of	
2. Employer Identification Number (EIN)		---	
3. Principal Point of Contact	(Include salutation, name & title.)		
4. Mailing Address (Include zip code+4)			
5. Telephone Number	()		
6. FAX Number	()		
7. Internet e-mail address			

B. Additional Parties

<input type="checkbox"/> none	Identify ALL Jurisdictions and Fire Departments participating in the proposed project. Attach additional sheets as may be required. (see page 2)
1. Formal Agreement Among Parties NOTE: Formal agreement parties in addition to the lead municipality may include other municipalities, groups and organizations	In accordance with Program Policy, multi-jurisdictional regional training partnerships must be documented (e.g. MOA, MOU, etc.) as required supporting documentation to the Application for consideration of Program funding. A copy of the Agreement has been attached to this application. <div style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</div> If a copy of the Agreement has not been attached as required supporting documentation, this Application will be considered incomplete and funding will not be approved.



Reproduce and complete additional pages as necessary for complete disclosure.

Complete <u>one each</u> for ALL other Organizations of Interest (OI)	Number <input type="text"/> of a total of <input type="text"/> OI to proposed project
Title of Organization	<input type="text"/> <input type="text"/> Municipality / Organization <input type="text"/>
Employer Identification Number (EIN)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Principal Point of Contact	(name & title) <input type="text"/>
Mailing Address	(Include zip code+4) <input type="text"/>
Telephone Number	(<input type="text"/>) <input type="text"/>
FAX Number	(<input type="text"/>) <input type="text"/>
Internet e-mail address	<input type="text"/>
Complete <u>one each</u> for ALL other Organizations of Interest (OI)	Number <input type="text"/> of a total of <input type="text"/> OI to proposed project
Title of Organization	<input type="text"/> <input type="text"/> Municipality / Organization <input type="text"/>
Employer Identification Number (EIN)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Principal Point of Contact	(name & title) <input type="text"/>
Mailing Address	(Include zip code+4) <input type="text"/>
Telephone Number	(<input type="text"/>) <input type="text"/>
FAX Number	(<input type="text"/>) <input type="text"/>
Internet e-mail address	<input type="text"/>
Complete <u>one each</u> for ALL other Organizations of Interest (OI)	Number <input type="text"/> of a total of <input type="text"/> OI to proposed project
Title of Organization	<input type="text"/> <input type="text"/> Municipality / Organization <input type="text"/>
Employer Identification Number (EIN)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Principal Point of Contact	(name & title) <input type="text"/>
Mailing Address	(Include zip code+4) <input type="text"/>
Telephone Number	(<input type="text"/>) <input type="text"/>
FAX Number	(<input type="text"/>) <input type="text"/>
Internet e-mail address	<input type="text"/>



C. Previous Applications/Awards

1.	Has the Applicant previously applied for a MFSI Training Facilities Grant	<input type="checkbox"/> No	<input type="checkbox"/> Yes
2.	Has the Applicant previously received a MFSI Training Facilities Grant	<input type="checkbox"/> No	<input type="checkbox"/> Yes

D. Project Narratives

Project Description and Budget

Check IF a Continuation Sheet is used to provide more detail on your Description & Budget (See pg 5)

Statement of Effect / Impact on Firefighter Training within the Region

Check IF a Continuation Sheet is used to provide more detail on the impact on training (See pg 6)



D. Project Narratives (cont)

Financial Need: Please provide a description of your locality's funding need.

[Empty text area for describing the locality's funding need]

Check IF a Continuation Sheet is used to provide more detail on your financial need (See pg 7)

**Cost / Benefit Analysis
Matching Funds, and
In-kind contributions**

None

Please identify and account all specific hard (cash) or soft (in-kind) cost share, local match and in-kind contributions that will leverage local investments and maximize the cost/benefit analysis of the proposal.

[Empty text area for Cost / Benefit Analysis, Matching Funds, and In-kind contributions]

Check IF a Continuation Sheet is used to provide more detail on Benefit / Cost Sharing etc (See pg 8)

Continuation Sheet: Project Description & Budget

Please identify and describe the following:

How the project will meet the regional needs for basic training standards including the elements of Firefighter I & II as prescribed in NFPA 1001 and 1403

How the scope of the project fits and matches the needs in the area proposed?

Previous experience managing MFSI or AFG grant programs in the past.

Project Description & Budget

A large, empty rectangular box with a black border, intended for the user to provide a detailed project description and budget information.

Continuation Sheet: Impact on firefighter training within the region

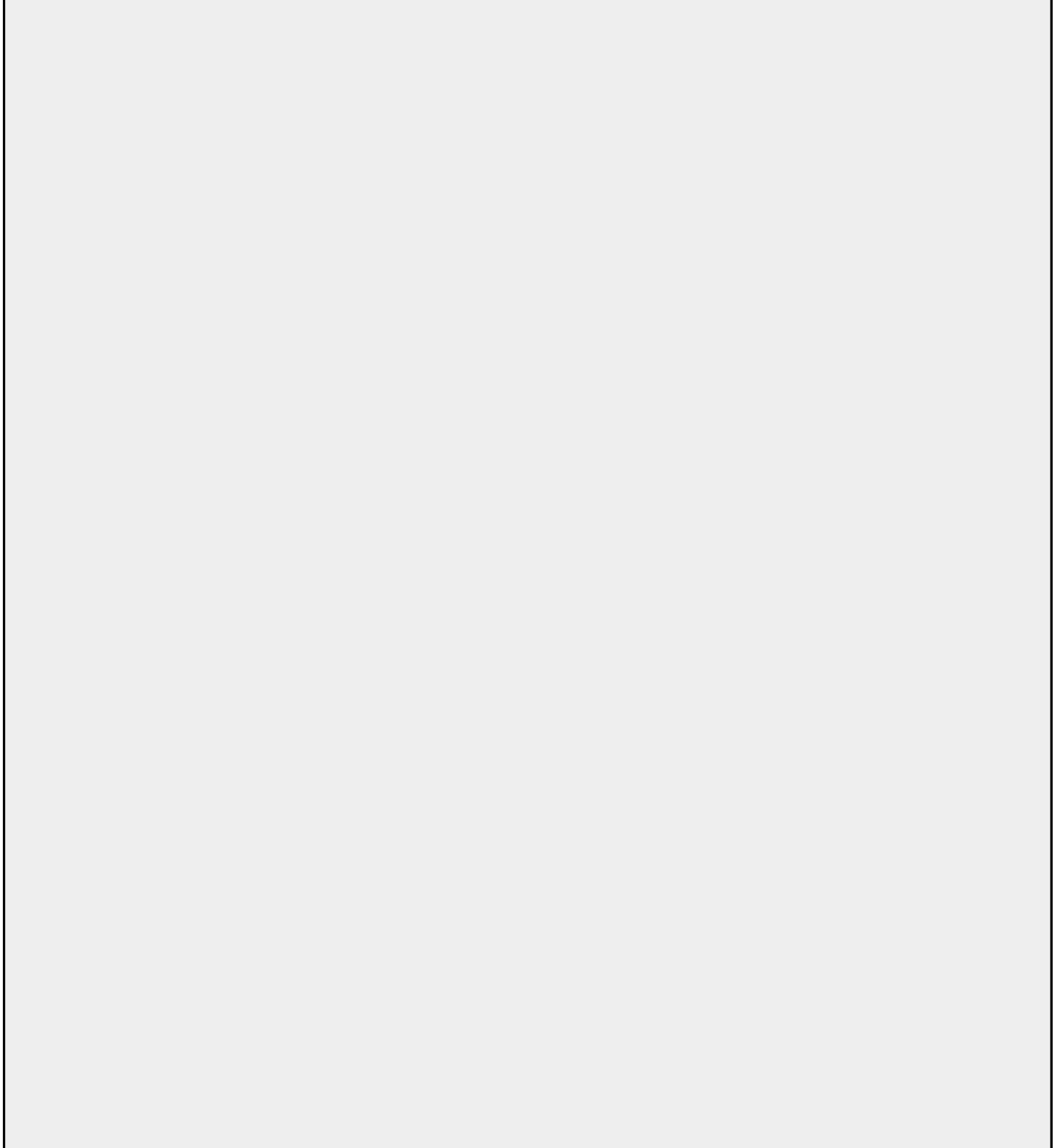
Please identify and describe the following:

Provided data on firefighters trained and hours the facility has been, or will be used?

What geographical area of the State and how many departments and firefighters will this proposal serve?

How will the facility support and compliment MFSI certification training

Impact on firefighter training within the region



Continuation Sheet: Financial Need
Please identify and describe the following:

- The training facility being requested and the projects demonstrated financial need.
- The projects multi-jurisdictional regional training partnerships and support for the grant?
- Any MOU's and agreements supporting multi-jurisdictional regional training partnerships and support for the grant?
- The financial plan that demonstrates the ability to financially sustain and maintain the LFTF after the grant award

Financial Need:

Matching Funds & In-kind contributions
Please identify and describe the following:

What is the benefit per firefighter, and projected cost for training hours, for the funds requested?
requested?

What is the projected longevity of the training facility and how will the longevity be managed and ensured?

Cost / Benefit Analysis / Matching Funds, and In-kind Contributions

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Assurances

As the duty authorized representative of the applicant I certify that the applicant:

1. Will give the awarding agency 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 accounting system in accordance with generally accepted accounting standards or agency directives.
2. 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.
3. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
4. Will comply with all Federal statutes relating to nondiscrimination.
5. Will comply with environmental standards pursuant to Local, State and Federal laws.
6. Will cause to be performed the required financial and compliance audits on the municipality's financial statements and schedules, and a single audit report in conformity with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Certification:

To be completed by either:

- County Administrator –or- Executive, City Manager, Town Mayor –or- Administrator; Deputy, or...
- Other duly authorized official whereby the application is accompanied by a copy of an 'Ordinance' or other such formal instrument clearly granting that party such authority.

This grant application is entered on behalf of the APPLICANT jurisdiction identified above with the knowledge and belief that all representations herein made are true and correct; with the understanding that all grant terms & conditions in-force as of the date of such application are hereby included by reference; with the further understanding that if an award is granted pursuant to this application that the recipient is bound by those same terms & conditions.

Signature	Date
Printed Name	Title

Appendix B
Request for Advancement of Grant Funds

Project Title: _____

Applicant Town: _____ Project Manager: _____

Project Manager Email: _____ Project Manager Phone: _____

Amount Requested: _____ Date of Request: _____

Description of work performed / materials purchased:

Applicant has attached supporting invoices, requisitions, and other documents to support this request for advancement of funds and certifies that the work is, or will be performed, within 60 days in accordance with the grant agreement.

SUBMITTED BY:
LOCAL PROJECT MANAGER

APPROVED BY:
MFSI/MFPSC COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submit to: LFTF Grant Program, Maine Fire Service Institute, 19 Sewall Street, Brunswick, ME 04011

Appendix C
Quarterly Grant Progress & Financial Report

Project Title: _____

Applicant Town: _____ Project Manager: _____

Project Manager Email: _____ Project Manager Phone: _____

Report Date: _____ Period Covered: _____ - _____

Financial Summary:

Original Grant Award Amount: _____

Expenses Incurred this Quarter: _____

Grant Distributions Requested this Quarter: _____

Expenses Incurred To Date _____

Balance of Grant Award Remaining: _____

Please provide an update on the status of your project including any milestones achieved or obstacles anticipated in the future:

SUBMITTED BY:
LOCAL PROJECT MANAGER

APPROVED BY:
MFSI/MFPSC COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submit to: LFTF Grant Program, Maine Fire Service Institute, 19 Sewall Street, Brunswick, ME 04011

Appendix D
Application Review Checklist

Yes	No	Description
		Is the applicant eligible and did the CEO sign the application?
		Does the proposal meet the eligibility criteria
		Is the applicant and all departments associated with the grant reporting to MFIRS?
		Has the applicant certified they have sufficient and suitable space and will cooperate with MFSI to conduct training and certification skills testing at the proposed site twice annually at no cost beyond consumable supplies?
		Did the applicant choose one of the prototype options
		If no, does their proposal include the required engineering and code compliance info?
		Has the applicant provided a copy of their formal procurement policy to demonstrate compliance with the procurement requirements?
		Has the applicant demonstrated compliance with all applicable federal, state, and local policies, ordinances, regulations, laws, codes, and standards?
		Have the required insurance certificates been received? (successful grant awards only)
		Have the required bonds been provided? (successful grant awards only)
		Does the applicant meet the site ownership / lease requirements?

**Appendix E
Grant Agreement**

LIVE FIRE SERVICE TRAINING FACILITIES FUND GRANT AGREEMENT

**BETWEEN THE
MAINE FIRE PROTECTION SERVICES COMMISSION
&
MAINE FIRE SERVICE INSTITUTE
AND**

Municipality: _____

Project Title: _____

This Live Fire Service Training Facilities Fund Grant Agreement (“Agreement”) is by and between Maine Fire Protection Services Commission (MFPS) & Maine Fire Services Institute (“MFSI”), a department of Southern Maine Community College, and _____ (“Recipient”) and sets forth the terms under which Recipient shall receive funding through the Live Fire Service Training Facilities Fund Grant Program.

The term of this Agreement is from _____, 20__ through _____, 20__.

Pursuant to the terms of this Agreement, MFSI shall pay Recipient up to \$_____ in Live Fire Service Training Facilities Fund Grant funds for the activities described in the Grant Application, attached to and made a part of Rider A.

The following Riders are incorporated into and made a party of this Agreement:

Rider A- Specifications of Work

Rider B- Payment and Other Provisions

IN WITNESS WHEREOF, the parties agree to the terms herein and have executed this Agreement as of the date(s) set forth below.

**CHIEF EXECUTIVE OFFICER
OF APPLICANT MUNICIPALITY**

**MAINE FIRE PROTECTION
SERVICES COMMISSION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GRANT AGREEMENT RIDER A SPECIFICATIONS OF WORK

In accepting the Live Fire Service Training Facilities Fund Grant funds, Recipient agrees to the following:

1. Furnish all personnel, facilities, materials and services to implement the approved scope of work (“Project”) described in its Grant Application (“Application”) submitted to MFPSC & MFSI.
 2. Expend the funds, for which reimbursement will be sought, in compliance with the described Project.
 3. Submit to inspections by MFPSC & MFSI of the Project, including a pre-inspection, random inspections, and a final inspection upon completion of the approved scope of work (“the Project”).
 4. Complete the Project by the end of the period of performance, _____, 20__.
 5. Maintain all financial and other records relating to the Project, and promptly provide copies to MFPSC & MFSI upon request.
 6. Designate a Project Manager who will have supervisory responsibility for the Project and function as the liaison with the Grant Administrator. The Project Manager shall accompany MFPSC & MFSI representatives during inspections.
 7. Notify the Grant Administrator in writing and at the earliest possible time of any problems that would delay or otherwise negatively affect the performance of any task related to the successful completion of the Project.
 8. Any changes in the approved scope of work of the Project shall be requested in writing and must receive prior approval in writing by MFPSC & MFSI. The following significant changes must receive prior approval in writing from MFPSC & MFSI:
 - i. A change in the Project’s objectives from the Grant Application;
 - ii. A substantial change in the scope of work; and
 - iii. A reallocation of the budget in an amount exceeding 10% of the total budget.
- All requests for approval shall be submitted to the Grant Administrator. Any work accomplished outside the scope of this Grant, not approved in writing by the Grant Administrator, shall be the sole responsibility of Recipient and not reimbursable by MFPSC & MFSI.
9. Notify MFPSC & MFSI upon completion of the Project and submit to a final inspection.
 10. Establish safeguards to prohibit employees from using their positions for personal gain or a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Prior to award of a contract to a vendor selected through competitive bidding, provide the Grant Administrator with: a full description of the bidding process used to obtain bids from vendors for services required for completion of the project; a copy of the RFP sent to bidders; the list of potential bidders who received a copy of the RFP; a copy of the newspaper advertisement for the RFP; copies of bids submitted by vendors; a full description of the process used to evaluate submitted bids; copies of scoring sheets used to evaluate submitted bids; and copies of the proposed contracts to be entered into with selected vendors. Following review of the submitted documents, MFPSC & MFSI will provide approval of the competitive procurement process or notify Recipient of any issues that must be addressed prior to receipt of approval.
12. Provide the Grant Administrator with copies of all contracts entered into with vendors selected through competitive bidding, within 10 business days of the date of execution.
13. Submit an invoice reflecting actual costs, with supporting documentation, no later than _____, 20__.
14. Submit a final performance report describing the benefits realized from the Grant award and a final financial report describing how the funding was used, no later than _____, 20__.
15. Obtain an independent auditor's report on the municipality's financial statements and schedules, and a single audit report in conformity with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

**GRANT AGREEMENT RIDER B
PAYMENTS AND OTHER PROVISIONS**

1. **GRANT AMOUNT.** MFPSC & MFSI shall pay Recipient up to \$ _____ upon successful completion of the Project and compliance with the terms of this Agreement.
2. **NON-ALLOWABLE COSTS.** Uses of funds from this grant to pay for work not included in the original proposal are not allowed without prior written approval from MFPSC & MFSI.
3. **INSPECTION.** Recipient shall not be eligible for final payment until MFPSC & MFSI conducts the final inspection and approves the Project as satisfactorily completed in accordance with the terms of Agreement.
4. **INVOICES AND PAYMENTS.** Recipient shall submit an invoice with supporting documentation, formatted in accordance with the categories of the Project and reflecting actual costs incurred. Following receipt and approval of the invoice and any supporting documentation, MFPSC & MFSI shall promptly process payment in accordance with Maine Community College System procedures. Requests for payment submitted after _____, 20__ will not be accepted.
5. **GRANT ADMINISTRATION.** All invoices, progress reports, correspondence and related submissions from Recipient shall be directed to the LFTF Grant Administrator: Maine Fire Service Institute, 19 Sewall Street, Brunswick, ME 04011. The Grant Administrator has the authority and discretion to stop the work to be performed under the Grant if necessary to ensure its proper execution. In such cases, the Grant Administrator will work closely with Recipient to resolve any concerns about the Project. The Agreement Administrator will certify when payments under the Agreement are due and the amounts to be paid; and will assess all claims of Recipient subject to expenditure approval in accordance with Maine Community College System procedures
6. **SALE, ASSIGNMENT OR TRANSFER.** This agreement may not be sold, assigned or transferred.
7. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of the Agreement, Recipient agrees as follows:
 - i. Recipient will not discriminate against any employee, applicant for employment, or Recipient relating to the Agreement because of race, color, religious creed, gender, sexual orientation, gender identity, genetic information, national origin, veteran status, ancestry, age or physical handicap, unless related to a bona fide qualification. Such action shall include but not be limited to the following: employment, promotions or demotions; transfers; recruitment or recruitment advertising; layoffs or terminations; rates and forms of compensation; and selection for training or apprenticeship. Recipient agrees to post in places conspicuous to employees and employment applicants notices setting forth the

- provisions of this paragraph, and to state the same in all solicitations or advertisements placed by or on behalf of Recipient relating to the Agreement.
- ii. Recipient will cause the foregoing provisions to be inserted in any contracts for any work covered by the Agreement so that such provisions shall be binding upon each Recipient, excluding contracts or subcontracts for standard commercial supplies or raw materials.
8. **INDEPENDENT CAPACITY.** The parties agree that Recipient and any of its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of MFPSC & MFSI.
 9. **MFPSC MEMBERS AND MCCS EMPLOYEES NOT TO BENEFIT.** Recipient will not permit any MFPSC member or person employed by MCCS during the period of the Agreement to share directly or indirectly in any benefit that may arise from the Agreement due to the person's employment by or financial interest in, or any affiliate of, Recipient. This provision shall not be construed to extend to a contract made with a corporation for its general benefit.
 10. **WARRANTY.** Recipient warrants that it has not employed any company or person, other than a bona fide employee working solely for Recipient, to solicit or secure the Agreement, and that it has not paid, or agreed to pay any company or person, other than a bona fide employee working solely for Recipient any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon, or resulting from, the award of the Agreement. For breach or violation of this warranty, MFPSC & MFSI shall have the rights, in their discretion, to annul the Agreement without liability; to deduct from the Agreement price or consideration; or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
 11. **ACCESS TO RECORDS.** Recipient will maintain all books, documents, payrolls, papers, accounting records and other evidence of cost incurred under the Agreement. Recipient will make such materials available for inspection by MFPSC & MCCS at all reasonable times during the period of the Agreement, and for three years from the date of the expiration of the Agreement. Copies, if requested, shall be furnished to MFPSC & MCCS.
 12. **GOVERNMENTAL REQUIREMENTS.** Recipient represents and warrants that all contractors and persons under Recipient's direction or control will comply with all governmental ordinances, laws and regulations in connection with the work performed under the Agreement.
 13. **MODIFICATIONS.** Any modification of or addition to the terms of this Agreement and/or Rider shall be in writing signed by MFPSC & MFSI and Recipient.
 14. **ENTIRE AGREEMENT.** The Agreement and its Riders contain the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained in the Agreement or Riders.