

LFCUD Contracts - Required State and Federal Fund Commitments
Re: Vermont Grant # 02240-FY22-Act71PreC-06

Contractor/Partner: _____

Acknowledgement: _____ **(Authorized Signatory)**

Date: _____

APPENDIX A
Table of Contents

- 1.** REQUIRED SLFRF IDENTIFYING INFORMATION **(PLEASE COMPLETE)**
- 2.** MBE/WBE CERTIFICATION **(PLEASE COMPLETE)**
- 3.** ATTACHMENT C EXCERPTS - STANDARD STATE OF VERMONT PROVISIONS
- 4.** ATTACHMENT D - STANDARD FEDERAL PROVISIONS
- 5.** ATTACHMENT E - ADDITIONAL ASSURANCES FOR RECIPIENTS OF FEDERAL FUNDS

Construction project require additional exhibits and commitments to state, federal and industry standards.

1. Required SLFRF Contractor identifying and demographic information:

Contractor DUNS number:

Contractor Location:

Award number: Grant # 02240-FY22-Act71-Precon-06 and # 02240-FY24-Act 71-Const-10

Primary place of performance: Lamoille County, Vermont

Related project name(s): Preconstruction Grant and Construction Grant; Audit 2024 and 2025

Period of performance start date: Effective date of engagement letter through December 2023

Period of performance end date:

Quarterly obligation amount:

Quarterly expenditure amount:

2. Certified MBE/WBE Participation

It is the policy of the state of Vermont and Lamoille Fiber Communications Union District that Disadvantaged Business Enterprises (DBE), including minority-owned and women-owned enterprises, have the opportunity to participate to the maximum extent feasible in procurement and contracting. The State of Vermont has set a goal of achieving at least ten percent (10%) participation by DBE firms in the dollar value of contracts awarded,

Please indicate whether you or a specified subcontractor are an MBE or WBE by checking one of the following:

- Yes I am a certified MBE or WBE
- Yes, a subcontractor is certificated MBE or WBE.

The subcontractor's name is _____.

No, I am not a certified MBE or WBE

Company Name

By: _____
Person certifying MBE/WBE Status

Date: _____

3. ATTACHMENT C - STANDARD STATE OF VERMONT PROVISIONS -

Full text available at [Attachment C State of Vermont Standard Contract and Grant Terms \(Dec. 2023 Updates\)](#)

Certain relevant excerpts below:

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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.

16. 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 this 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

LFCUD Contracts - Required State and Federal Fund Commitments

Re: Vermont Grant # 02240-FY22-Act71PreC-06

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.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

22. 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>

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If 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.

4. ATTACHMENT D STANDARD FEDERAL PROVISIONS

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

LFCUD Contracts - Required State and Federal Fund Commitments
Re: Vermont Grant # 02240-FY22-Act71PreC-06

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.

c. No compensation will be allowed for items eliminated from the Contract.

d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.

b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

LFCUD Contracts - Required State and Federal Fund Commitments

Re: Vermont Grant # 02240-FY22-Act71PreC-06

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

5. ATTACHMENT E - ADDITIONAL ASSURANCES FOR RECIPIENTS OF FEDERAL FUNDS

1. **Background.** Grantees that are the recipients of awards derived from federal funds are required to establish and maintain effective internal control over the federal award to provide reasonable assurance that the Grantee is managing the federal award in compliance with federal statutes, regulations and the terms and conditions of the award. These internal controls must comply with the guidance contained in the *Standards for Internal Control in the Federal Government* issued by the Comptroller General of the United States and the *Internal Control Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In addition, awards related to expanding broadband infrastructure must comply with certain restrictions as described in the *Interim Treasury Guidelines for the State and Local Fiscal Recovery Funds* ("Interim Final Rule").
2. **Confirmation of Financial and Monitoring Controls.** In addition to the procedures detailed in the Agreement, Grantee must establish financial and monitoring controls compliant with the Uniform Guidance (2 C.F.R. § 200, *et. seq.*), for which Grantee can administer individually or contract with a third party to administer. Recipient shall provide the Vermont Community Broadband Board with a memo detailing these controls within ten (10) days of the execution of the grant agreement.
3. If Grantee contracts with a third party to administer financial and monitoring controls, the third party must have experience in administering grants subject to the Uniform Guidance (such as the Regional Planning Commission or Local Development District). Grantee shall provide the Vermont Community Broadband Board with a memo detailing this arrangement within ten (10) days of the execution of the grant agreement.

In the absence of controls compliant with the Uniform Guidance or a third-party monitoring and compliance agreement, within 90 days of execution of the Agreement, Grantee shall formally establish financial and monitoring controls consistent with the Uniform Guidance and provide the Vermont Community Broadband Board with a memo detailing these controls upon adoption.

4. **Broadband Infrastructure Funded with State Fiscal Recovery Funds.** Grantee warrants that the Project is targeting an unserved or underserved location and that upon completion, reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps. But for certain exemptions detailed in the Interim Final Rule, any service less than 25/3 Mbps will qualify end users as unserved or underserved.
5. **Warranty.** Grantee warrants that the facts and estimates provided in its Application are true and accurate.
6. **Payment to Subcontractors.** Grantee agrees to timely pay all amounts due to its subcontractors consistent with Section 19 of Attachment C – Standard State Provisions for Contracts and Grants. The Project or any part thereof shall not be encumbered by a mechanics lien or other encumbrance resulting from Grantee's non-payment of obligations due and payable.

(End of Attachment D)

End of Appendix A