



Vermont Community Broadband Board (VCBB)

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BEAD SUBRECIPIENT SUPPORT PROGRAM REQUEST FOR PROPOSALS

ISSUE DATE: January 5, 2024

RESPONSES WILL BE ACCEPTED ON THE FOLLOWING DATES: January 29th, 2024; February 19th, 2024; March 18th, 2024, or until all funds are exhausted or the Board votes to suspend the program.

OVERVIEW

The Vermont Community Broadband Board (“Board”) invites proposals from Eligible Providers as defined herein for funds to promote the ability of sub-applicants to participate in the Broadband Equity, Access, and Deployment (BEAD) Program. This program provides needs-based grants to assist in preparing a BEAD Application. Awards range from \$10,000-\$200,000 to be used for planning, analysis, stakeholder engagement, collaboration, legal (if a collaborative approach is proposed), and short-term capacity necessary to plan and draft an application to the BEAD program.

BACKGROUND

In 2023, the Vermont Community Broadband Board (VCBB) was awarded \$229 million in funding from the federal Broadband Equity and Deployment (BEAD) Program. In an effort to promote a competitive program, the VCBB established the BEAD Subrecipient Support Program. The VCBB Board has approved \$1 million to provide needs-based grants to Eligible Providers to ensure they have the resources required to participate in the competitive BEAD grant program.

GOALS

- To ensure all types of Eligible Providers have the ability to compete in the BEAD program.
- To encourage collaboration among potential subgrantees to promote the efficient expenditure of grant funding. This can lower costs and promote great oversight and accountability.
- To encourage planning in expectation of the subrecipient selection process raising the quality of applications received.

- To raise the caliber of the applications received during the BEAD subrecipient selection process.
- To gather information to inform the implementation of the program from key stakeholders.

DEFINITIONS AND EXPLANATIONS

“Broadband Equity, Access, and Deployment (BEAD) Program.” The Broadband Equity, Access, and Deployment (BEAD) Program (hereinafter referred to as “BEAD”), provides \$42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment, and adoption programs in all 50 states, Washington D.C., Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. Vermont shall distribute funding based on the rules proposed [in Volume 2 of our Initial Proposal](#).

“Broadband Serviceable Location (BSL)” is a business or residential location in the United States at which, according to the FCC, a mass-market fixed broadband Internet access service is, or can be, installed.

“Eligible Entity” is a municipality, municipal organization, co-op, utility, for-profit entity, non-profit entity, or other or a consortium of such entities which intends to apply for a BEAD subaward from the VCBB or an entity that intends to provide support multiple entities intending to apply for a BEAD Subaward.

“Eligible Provider” is an Eligible Entity that intends to apply for a BEAD subaward but is facing financial or other barriers that complicate or prevent such participation, including applicants that:

- Demonstrate a challenge in securing traditional financing or meeting BEAD requirements,
- Lack existing financial reserves,
- Lack existing in-house technical expertise, or
- Are new market entities, non-traditional entities, or entities who will be challenged without additional support to apply for and comply with BEAD requirements.

“Project Area.” A geographic area as established by the Vermont Community Broadband Board as eligible for BEAD Funding. An applicant must agree to serve every BSL with a technology capable of providing reliable speeds of at least 100/20 Mbps. Priority is given to applicants that agree to serve all locations with a fiber optics connection. The VCBB has established the following Project Areas:

<https://www.arcgis.com/apps/dashboards/14fb18e1d4fe4f0aaa13ee47738cf14d>

FUNDING AVAILABLE

The total amount of funding available for the Program is \$1M. The State of Vermont has been awarded \$229M in funding via the federal BEAD Program. To promote a competitive program, the Vermont Community Broadband Board has established the BEAD Subrecipient Support program. This program will provide needs-based grants ranging from \$10,000-\$200,000 to applicants on a competitive basis.

RFP OVERVIEW

To ensure a competitive BEAD process, the Board seeks proposals from Eligible Providers proposing a scope of work that will increase the applicant's ability to participate in the BEAD Subrecipient Selection Process. Support will fund technical assistance, training, short-term capacity, and other business and network planning activities.

The goals of the program include ensuring nontraditional and/or less established potential applicants have the ability to compete in the BEAD program, encouraging strategic thought on means to collaborate with potential partners to increase efficiency and lower the initial BEAD outlay, encouraging network planning, feasibility studies, and business plan reviews in expectation of the subrecipient selection process, to find outside support for potential projects, and to raise the caliber of applications received.

All applicants to the program must demonstrate a desire and ability to participate in the BEAD program. This includes a willingness to comply with the VCBB's [Outside Plant Design Standards](#) and to serve all unserved and underserved addresses in the proposed serviced area. Applicants that demonstrate a challenge in securing traditional financing, a lack of existing reserves, and a lack of existing in-house technical support will be prioritized. Applicants that are new market entities, non-traditional entities, or entities who will be challenged without additional support to apply for and comply with BEAD requirements will be prioritized. Points will also be awarded to applicants that provide evidence of outreach to communities in a specific service area as proposed in Volume 2 of the Initial Proposal. Applicants committing to 100% fiber projects will be favored. The review of proposals will be completed by staff and the VCBB Board Members.

ELIGIBLE USES OF FUNDING

An applicant may propose any use of funds that will further its ability to produce a competitive subrecipient application for the BEAD Subrecipient Selection Process.

Examples of Potential Uses:

- Planning/Business Plan/Feasibility Studies (must be compliant with Act 71 Business Plans)
- Analysis of Project Areas
- Stakeholder Engagement
- Collaboration
- Legal or Policy Analysis and Documentation
- Short-Term Capacity to Assist in the Preparation of a BEAD Application

Funding **may NOT** be used for:

- Construction
- Materials
- Pole licenses
- Make-ready expenses
- Applications for Financing
- General operational expenses of the applicant

TRANSPARENCY AND REPORTING REQUIREMENTS

Applicants shall be subject to transparency and reporting requirements including, but not limited to, reporting, tracking, and documentation of incurred costs, and access to records in accordance with the State of Vermont Agency of Administration's Bulletin No. 5 ("Bulletin 5"), available at https://aoa.vermont.gov/sites/aoa/files/Bulletins/Bulletin_5_eff12-26-14.pdf

Communication Regarding this RFP: All communications concerning this RFP should be sent by email to vcbb.grants@vermont.gov . All submitted questions will be posted on the VCBB website.

The Board reserves the right to revise any part of this RFP at any time. The Board will post any changes to its website. It is the responsibility of the Applicant to check the Board's website for revisions to the RFP.

Written Application: The Board shall evaluate all applications based on the information provided in the application process. Excluding attachments, the applications should be no more than eight (8) pages. Applications and attachments should be submitted electronically as a single PDF.

Other Considerations: The Board reserves the right to conduct additional research into the Applicant and the source of financing before deciding on an application. The Board also reserves the right to work directly with applicants to revise submitted materials to better achieve the goals of the state.

Timeline: Staff will review Applications within five business days. Decisions will be rendered by the Executive Director with the assistance of relevant staff.

Term of Agreement: Any agreement resulting from this RFP will be for a term equal to the life of the finance secured as a result of funding provided under this program and will commence on the execution of an agreement between the Applicant and Board that shall be in accordance with [State of Vermont Agency of Administration Bulletin No. 5](#).

ELIGIBILITY

The Board will only consider applications from Eligible Entities.

- All applicants to the program must demonstrate a desire and ability to participate in the BEAD program. This includes a willingness to comply with the Outside Plant Design Standards and to serve all unserved and underserved addresses in the proposed project area.
- Applicants must provide a letter of interest in participating in BEAD and a preliminary statement on the geographic area they would like to serve.
- Applicants must provide their existing footprint if applicable in GIS format to assist the VCBB in other administrative processes in preparation for BEAD. This must include network maps showing the service level availability at each location (Fabric ID and E-Site ID) and locations of all towers/antenna, etc. *Note: Since all current VCBB grantees have submitted such commitments and materials, they are exempt from this requirement.*

PROJECT PRIORITIZATION

Upon a determination that the Applicant is eligible for consideration, the Board shall give priority to proposals that:

- A. Are submitted by an Applicant with Barriers to Participate in the BEAD Subrecipient Selection Process:
This is a needs-based program – applicants must describe why those resources are not available elsewhere AND demonstrate they are likely to participate in the BEAD program. Applicants must explain the challenges they face in applying for BEAD, evidence of their financial condition, and their interest in applying for BEAD funding in a Project Area. Applicants seeking support to provide assistance for multiple Eligible applicants should provide letters of support from those entities. The following types of applicants will be considered applicants with barriers to participate in BEAD:
 1. Applicants that demonstrate a challenge in securing traditional financing or meeting BEAD requirements
 2. Applicants with a lack of existing reserves
 3. Applicants with a lack of existing in-house technical expertise
 4. Applicants that are Eligible Providers. These applicants are often new market entities, non-traditional entities, or entities who will be challenged without additional support to apply for and comply with BEAD requirements.
- B. Demonstrate project readiness and propose a reasonable budget.
- C. Demonstrate community support for a project in the proposed project area.
- D. Are judged to be in support of an Applicant likely to apply to the BEAD Program or an entity that definitively will provide support for multiple eligible providers likely to apply to the BEAD Program.
- E. Propose a Priority Broadband Project (Fiber to the Premise).
- F. If applicable, have a history of compliance with state and federal rules for the submission of broadband data and of compliance with federal and state grant conditions.

APPLICATION PROCESS OVERVIEW

Applicants must provide the following information as a single PDF. The materials must be submitted electronically to vcbb.grants@vermont.gov .

APPLICANT INFORMATION

1. **Applicant:** Official business name, DBA (if different), physical address, mailing address (if different), website, and telephone number.
2. **Primary Contact:** Name, title, and complete contact information.
3. **Organizational Chart and List of Key Personnel.**
4. **[Federal Unique Entity Identifier \(UEI\).](#)**
Note: If an applicant requires assistance in registering with SAM.gov and/or obtaining a

UEI, the applicant may contact the VT Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost for assistance provided by APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

5. **Project Area(s).** The Board has designated the service areas as corresponding to Communications Union District (CUD) municipal boundaries and individual towns not served by a Communications Union District.
6. **Project Overview, Timeline, and Budget.** Please note the status of proposed outside/contracted assistance.
7. **Barriers to Participation.** Please provide details and evidence.
8. **Agreement to participate in the Affordable Connectivity Program (or its successor) and to meet the Outside Plant Design Standards**
9. **Attachments:**
 - a. Commitment to Outside Plant Design Standards. Existing footprint if applicable in GIS format to assist the VCBB in other administrative processes in preparation for BEAD. This must include network maps showing the service level availability at each location (Fabric ID and E-Site ID) and locations of all towers/antenna, etc. *Note: Since all current VCBB grantees have submitted such commitments and materials, they are exempt from Item 9a.*
 - b. Certificate of Compliance: Please sign and include the form provided at the end of this RFP.

PERFORMANCE

The applicant will be obligated to take whatever steps are necessary to contract and/or document the work completed as detailed in the scope of the grant agreement, including constructing, leasing, or purchasing facilities, to extend service to every location identified in the grant agreement.

Timeline: All funding must be spent by the date of the submission of Vermont's final proposal. Any funds not expended by the conclusion of all negotiations and/or the submission of a Final Proposal must be returned to the VCBB. Any Applicant awarded funds but notified that they have not been selected as a Subrecipient shall forfeit any remaining unreimbursed funds.

Reporting: The Applicant will be responsible for providing an initial report no more than ninety (90) days from execution of the grant and a final report reports detailing contracts entered into, expenses incurred, and brief narratives on funded activities.

Method of Payment: All payments will be made on a reimbursement basis once proper documentation is provided.

PROPOSAL REVIEW AND SELECTION

Method of Award: Awards will be made in the best interest of the State. All other considerations being equal, priority will be given first to those projects that align with the goals and priorities outlined in this Request for Proposals. Qualitative determinations will be made regarding community need and community impacts. Scoring will be numeric.

Scoring of Proposals: Upon the determination that the applicant is eligible for consideration, the Staff as delegated by the Board shall give priority to broadband projects and applicants scored by the following criteria:

- 25 points – Likelihood of participating in the BEAD Program
- 25 points – Extent of Barriers to participation
(This can include new market entries, non-traditional entities, entities challenged to meet other BEAD Requirements)
- 20 points – Proposed scope and budget
- 10 points – Evidence of pursuing a collaborative approach or evidence of outreach to communities in the proposed service area
- 10 points – Commitment to provide speeds of at least 100/100 Mbps via a Fiber Optic Connection, participation in the Affordable Connectivity Program, and agreement to meet Outside Plant Design Standards
- 10 points – Provision of required data in the appropriate format

Selection without Further Discussion: The Board delegates to the Staff the right to decide whether a proposal merits a recommendation to the Board for approval without further discussion. Therefore, it is important that each proposal be submitted in the most complete and accurate manner possible.

Rejection of Proposal: The Board reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal if deemed in the best interest of the State and in accordance with the applicable provisions of law.

Negotiations with Applicants: Upon completion of the evaluation process, the Board may select one or more applicants with which to simultaneously negotiate grant agreements. In the event the Board is successful in negotiating with one or more applicants, the Board will issue a notice of award. In the event the Board is not successful in negotiating a grant agreement with a selected Applicant, the Board reserves the option of negotiating with another Applicant or choosing not to issue an award. The Board reserves the right to postpone consideration of an Applicant to a subsequent Board meeting.

Grant Award: The grant of an award to an Applicant is at the discretion of the Board based on its judgment that the proposal submitted will promote the general good of the State and is in accordance with Vermont law.

Appeal Process: If an application is rejected, the Applicant can appeal the decision. The applicant must submit an appeal letter to the VCBB within seven business days of the rejection to the Governing Board. The letter must explain why the applicant disagrees with the decision and provide documentation detailing as to why the applicant thinks it should have been approved. Grounds for appeal shall include evidence of at least one of the following:

- The proposal was reviewed on the basis of criteria other than those appearing in the RFP.
- The Staff or the Board decision was influenced by members who failed to disclose conflicts of interest.
- The rejection decision was made based on erroneous information or calculations.

TERMS AND CONDITIONS

Binding Offer: A proposal submitted in response to this RFP shall constitute a binding offer, until approval by the Board of a finalized agreement to be drafted in accordance with Bulletin 5. Acknowledgment of this condition shall be indicated by the signature in the Transmittal Letter of the Applicant or an officer of the Applicant legally authorized to execute contractual obligations.

Use of Funds: Funds remitted by the VCBB are for use in payment for the approved financing and are restricted for the purposes of the grant. Applicants shall not include payments by the VCBB in general operating revenues or for other purposes other than performance of the grant.

Limited Liability: The Board assumes no liability with respect to this RFP or any matters related thereto. All prospective applicants and their assigns and successors, by their participation in the RFP process, shall indemnify, save and hold the Board and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the notification of an Applicant to the Board and any action brought by an unsuccessful prospective Applicant.

Agreement Cancellation: The Board reserves the right to cancel any agreements resulting from this RFP, for cause, as will be defined in the Terms and Conditions of the final agreement.

Agreement Modification: The agreement may be modified to comply with administrative, judicial, or legislative decisions.

Governing Law: The laws of the State of Vermont shall govern in connection with this RFP and the formation, performance, and the legal enforcement of any resulting contract or agreement.

Proposal Ownership: All deliverables submitted as a response to this RFP shall become the property of the Board and the State of Vermont. After an agreement has been executed, it is expected that all submitted responses may be reviewed by any person unless subject to confidentiality or other legal restrictions. The Board reserves the right at its sole discretion to use any or all information/material presented in reply to this RFP, including the right to destroy any information. Disqualification of an Applicant does not eliminate this right.

Warranty: As a condition of delivery of the grant funds, Applicant warrants to the Board that the facts and estimates provided in its response to the Request for Proposal are, to the best of Applicant's knowledge, correct and true.

News Releases: News releases pertaining to this RFP, grant award, or the project shall not be made without prior documented approval from the Board.

Equal Opportunity: Any Applicant submitting a proposal shall be an Equal Opportunity Employer. During the duration of the performance of the grant agreement, the selected Applicant(s) will be expected to comply with all federal, state, and local laws respecting nondiscrimination in employment.

Funding: All Grant awards are subject to the availability of funding.

Payment: Payment will be made on a reimbursable basis upon submission of signed contracts, receipts or invoices of eligible expenses as detailed in the grant agreement.

Taxes Due to the State. Applicant certifies under the pains and penalties of perjury that, as of the date this Application is submitted, the Applicant 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.

Certification Regarding Suspension or Debarment. Applicant certifies under the pains and penalties of perjury that, as of the date this Application is submitted, neither Applicant nor Applicant'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.

Applicant further certifies under pains and penalties of perjury that, as of the date this Application is submitted, Applicant is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

ATTACHMENTS

Attachment C: Standard State Contract Provisions (December 7, 2023)

Certificate of Compliance. This form must be signed and submitted for the proposal to be valid

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED DECEMBER 7, 2023**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** 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 in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law 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.

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, and shall include this provision in all subcontracts for work performed in Vermont. 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.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "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.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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 \$1,000, 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.

- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:
-

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:
-

3. Please Check all that apply:
- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
 - Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
 - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
 - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
 - Bidder offers employees an option for a fossil fuel divestment retirement account.
 - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:
-
-

4. Please list any additional practices that promote clean energy and take action to address climate change:
-
-
-

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities.

An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

Date Signed: _____

END OF CERTIFICATE OF COMPLIANCE