



LUCK GROVE

MARCH 2025

Vermont Community Broadband Fiber Inspection Services



Presented To:
Christine Hallquist
Executive Director
Vermont Community Broadband Board

Presented By:
Greg Khanzadian
VP of Business Development
Luck Grove

Christine Hallquist
Executive Director
Vermont Community Broadband Board
112 State Street
Montpelier, VT 05620-2601

Inspection Services RFP Response:

Dear Christine,

I am pleased to submit Luck Grove's proposal for the Vermont Community Broadband Fiber Optic Site Inspection Services. With over a decade of experience in fiber network design, construction, and inspection, our team has played a key role in ensuring high-quality broadband infrastructure nationwide. To date, we have completed over 500 fiber inspections across various markets, including projects in Vermont.

Our approach leverages advanced OTDR testing to detect real-time optical loss, reflectance, and fiber integrity issues. Our inspectors are highly trained in interpreting OTDR traces, ensuring all fiber installations meet or exceed industry performance standards before project closeout. Beyond technical expertise, we prioritize clear communication, detailed reporting, and seamless coordination with grantees to optimize project timelines and outcomes.

We appreciate the opportunity to support Vermont Community Broadband's mission and would welcome the chance to discuss how our team can add value to this initiative. Thank you for your time and consideration, we look forward to working together.

Sincerely,

Greg Khanzadian
VP of Business Development
Luck Grove
315-391-7775

Table of Contents

4	Company Summary	8	Technical Response
5	Management	9	Cost Summary
6	Resources	10	Recent Projects
7	Commitment	13	Example Submissions

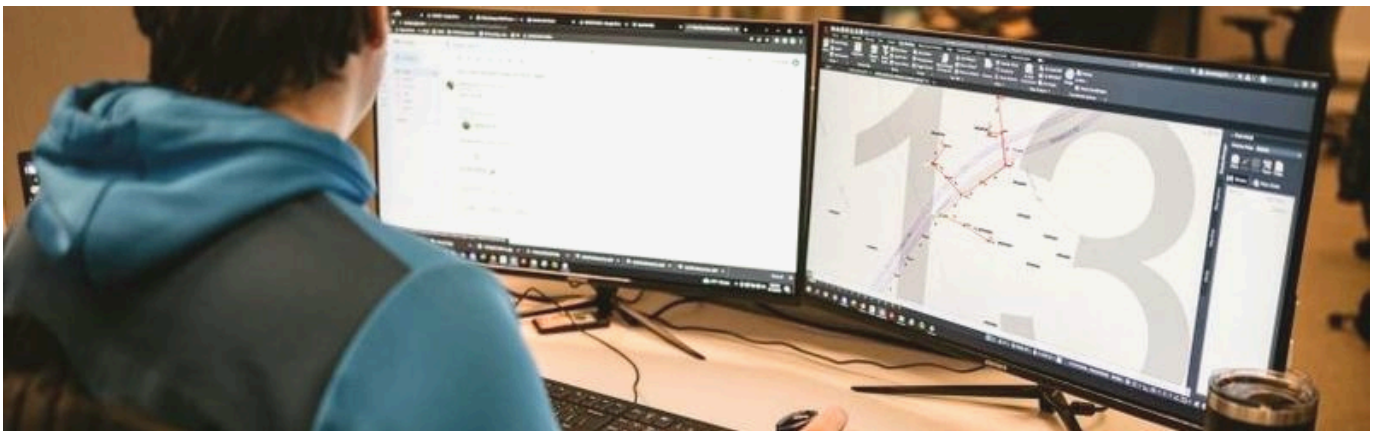


Providing Quality Turnkey Services For Over 15 Years

Established in 2008, Luck Grove has been dedicated to providing high-quality telecom services that meet the needs of its clients.

Luck Grove takes pride in using state-of-the-art technology and tools to create innovative telecom solutions that are efficient, dependable, and cost-effective. Luck Grove's team of veteran technicians, engineers, and designers are dedicated to serving the telecommunications industry with high-quality services that exceed client's expectations.

Luck Grove is proud to have served businesses and communities of all sizes and industries, and is enthusiastic about providing innovative telecom solutions to help its clients succeed.



Meet the people behind Luck Grove

Luck Grove's competent and skilled team has earned the company a remarkable position in the telecommunications industry.

Organization and Management



Michael Roberts
OWNER & PRESIDENT



Vincent Cioci
CHIEF EXECUTIVE
OFFICER



John Zell
CHIEF OPERATING
OFFICER



Dustin Thall
CHIEF TECHNICAL
OFFICER



Charles Hayes
EXECUTIVE VICE
PRESIDENT



Corin Zimmer
EXECUTIVE VICE
PRESIDENT

Luck Grove Resources

Luck Grove Staff	# of People
Field Inspectors	52
OSP/ISP Designers	46
AutoCAD Operators	43
Joint-Use/Permitting Specialists	38
Leadership	21

Capabilities

Luck Grove is a leader in the fiber optic sector, offering comprehensive expertise in design, permitting, inspection, and construction services. Our track record speaks for itself, with over 1.8 million homes connected and 200,000+ pole assessments completed since 2022. Driven by innovation and precision, we deliver high-quality, scalable solutions that support the rapid expansion of broadband infrastructure.

Communication Strategy

Luck Grove ensures seamless coordination with VCBB grantees by pre-scheduling inspections, aligning with construction timelines, and minimizing delays. Our real-time tracking keeps grantees informed of schedules, progress, and any required follow-ups. Maintaining clear communication and proactive scheduling will streamline the inspection process and help keep broadband deployment on track.

Federal Compliance & Grant Readiness

Luck Grove is fully prepared to meet BEAD and ARPA compliance requirements, ensuring strict adherence to NTIA, FCC, and state grant guidelines. Our team maintains detailed cost tracking and auditable records to align with federal funding regulations while upholding workforce safety, labor standards, and environmental requirements such as OSHA protocols and Davis-Bacon wages. By taking a proactive approach to these measures, we provide VCBB with a reliable, low-risk partner committed to regulatory compliance and efficient project execution.

Long-Term Readiness

Commitment to Long-Term Success

Luck Grove is fully prepared to support VCBB for the entire five-year contract term. Our operational structure, scalable workforce, and deep experience in broadband infrastructure allow us to sustain high-quality inspections over multiple years while adapting to evolving project needs.

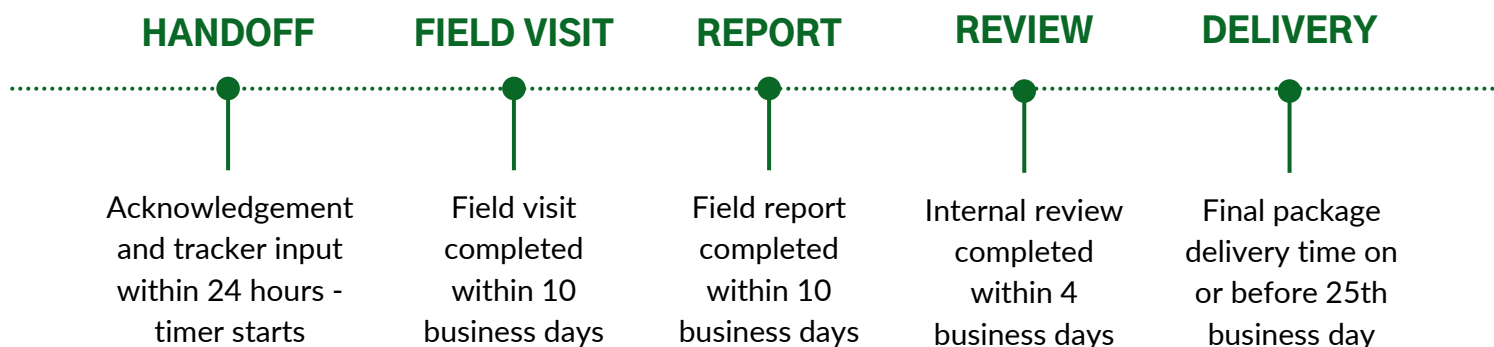
Ensuring Long-Term Performance:

- **Scalability:** We have a dedicated team of 52 field inspectors and a scalable resource pool to handle increasing project demands as VCBB expands broadband coverage.
- **Workforce Stability:** We prioritize staff retention, training, and leadership succession planning to maintain consistency in service quality over five years.
- **Technology-Driven Efficiency:** Our proprietary project tracking tools and inspection software optimize scheduling, reporting, and communication with VCBB.
- **Ongoing Compliance & Adaptability:** We continuously monitor industry standards, state regulations, and grantee requirements to ensure compliance throughout the contract term.

Luck Grove's experience managing long-term broadband projects for clients across multiple states makes us an ideal partner for this extended contract.



Technical Response



Process

Luck Grove's process outlined in the timeline above is a proven approach to delivering quality client results within acceptable timeframes. We provide detailed, standardized reports for every inspection. Each report includes a checklist verifying compliance with construction drawings, fiber routing, OTDR test results, and high-resolution images documenting any required corrective actions.

Technology

Luck Grove utilizes industry-leading OTDR testing to identify optical loss, reflectance, and fiber integrity issues in real-time. Our inspectors are trained to interpret OTDR traces efficiently, ensuring compliance with network performance standards before project closeout.



Inspection Reporting & Compliance

Luck Grove adheres to a structured and standardized reporting format, ensuring that all inspections meet VCBB's updated requirements. Our reporting process captures comprehensive site data, compliance checks, and high-resolution photo documentation to provide clear, actionable insights.

Our Standardized Reporting Includes:

- **Inspector Details:** Name, date, and location of the inspection.
- **Compliance Checklist:** A structured list verifying adherence to construction drawings, fiber routing, and performance standards.
- **Photo Documentation:** High-resolution images of critical network components, splice closures, and any identified deficiencies.
- **OTDR & Performance Testing Data:** Test results validating optical signal integrity and identifying any potential faults.
- **PDF Report Submission:** All reports are formatted to VCBB's specifications and submitted electronically within required timeframes.

Project Costs

Estimates based off of a per-project mileage of 4.79 miles , 181 projects each

Daily costs based on the 125 working days. Accounts for additional travel.

Deliverables	Hourly rate* increase per title	Total estimated hourly costs*	Total estimated expenses	Total fixed costs	Year total cost
Year 1	\$0.00	\$74.43	\$188,602.00	\$15,625.00	\$204,227.00
Year 2	\$0.00	\$74.43	\$188,602.00	\$15,625.00	\$204,227.00
Year 3	\$1.50	\$75.93	\$192,403.00	\$17,968.75	\$210,371.75
Year 4	\$0.00	\$75.93	\$192,403.00	\$17,968.75	\$210,371.75
Year 5	\$1.50	\$77.43	\$196,204.00	\$20,312.50	\$216,516.50

Deliverables	Estimated hourly rate* per Service Areas Phases	Estimated total hours per Service Areas Phases	Estimated total cost Service Areas Phases	Total fixed costs
Inspection Phases per Service Areas Phases (pre-planning to completion)	\$74.43	14 hrs	\$1,042.00	Not applicable
Inspector hourly rate	\$86.50	8 hrs	\$692.00	Not applicable
Engineer hourly rate (if applicable)	\$51.50	4 hrs	\$206.00	Not applicable
Other staff (if applicable, please describe and provide a list of titles/responsibilities with hourly rate)	\$72.00	2 hrs	\$144.00	Not applicable
Reimbursable Expenses (each expense must be identified)	Not applicable	Not applicable	Not applicable	\$125/day
Inspection documents and reports	Not applicable	Not applicable	Not applicable	Included in engineering hourly rate

Name	Title	Responsibilities	Hourly rate*
TBD	Construction Inspector	Physical Inspection, Data Collection	\$86.50
TBD	Project Manager	Inspection Documents and Reports	\$72.00
TBD	Office/Admin	File Uploads, Document Review, Field Coordination	\$51.50

Invoicing Details

At Luck Grove, the objective is to accommodate its clients' financial processes with flexible payment terms. The standard terms are net 30, catering to conventional billing cycles but with available options to discuss and arrange special payment terms to meet specific client needs.

Recent Projects and References

Client Name:	Mountain LTD (Prime) - Frontier Communications (Client)
Project Name:	Fiber-to-the-Home Design & Engineering
POC:	Joseph Aresco Frontier Communications Director Construction & Engineering, Outside Plant joseph.aresco@ftr.com 203-317-0281
Location:	Multiple states with the Northeast, Atlantic Coast, Southeast, and Midwest regions.
Period of Performance:	6/2022 - Current
Project Summary:	<p>Expanded Frontier Communications' fiber-to-the-home (FTTH) network footprint across select markets nationwide. The project spanned key regions, including the Northeast, Atlantic Coast, Southeast, and Midwest. Luck Grove provided comprehensive data collection, FTTH design, make-ready engineering, and permitting services to support Frontier's strategic growth objectives.</p> <p>Metrics and Outcomes:</p> <ul style="list-style-type: none"> • Network Scale: Designed and supported the deployment of 35,000 miles of fiber. • Connectivity Impact: Enabled high-speed internet access for 1.8 million homes and businesses nationwide. • Permitting: Successfully processed and secured 13,000 permits across multiple jurisdictions. • Workforce Involvement: Utilized a skilled team of 200 professionals, contributing to over 1 million hours worked on the project. • Environmental Considerations: Incorporated sustainability practices that aligned with project goals, minimizing environmental impact. • Client Impact: Strengthened Frontier Communications' presence in 11 States, positioning them for continued expansion.

Recent Project

Client Name:	Community Broadband Networks (Prime) - City of Syracuse/Connect All NY (Client)
Project Name:	Syracuse Surge Link
POC:	James Orioli CBN America LLC. President james@cbn-america.com 315-325-5000
Location:	Syracuse, NY
Period of Performance:	2/2024 - Current
Project Summary:	<p>Luck Grove is designing and constructing a state-funded fixed wireless network to bridge the digital divide in underserved low-income communities. This project leverages our expertise at every stage, from feasibility studies and antenna site visits to permitting, low-level design, OSP construction, splicing, and traffic control, ensuring reliable and affordable connectivity for residents.</p> <p>Metrics and Outcomes:</p> <ul style="list-style-type: none">• Community Impact: Expanding access to affordable, high-speed connectivity in low-income communities to address digital equity.• Engineering Expertise: Integrating fixed wireless and OSP components seamlessly to meet rigorous performance standards.• Comprehensive Involvement: Delivering end-to-end services to ensure efficient and successful project execution.• Client Impact: Supporting state stakeholders in achieving digital equity goals and creating a scalable foundation for future expansions.

Recent Project

Client Name:	Honest Networks (Prime) - LCOR (Client)
Project Name:	Greenwich Place MDU-Managed WiFi-Fiber
POC:	Anastasia Kafouros LCOR CIP Project Manger 571-245-8221
Location:	Greenwich, CT
Period of Performance:	4/2024 - 7/2024
Project Summary:	<p>Luck Grove delivered scalable and sustainable MDU-Managed WiFi-Fiber solutions to 37 buildings containing 555 Multi-Dwelling Units in affluent communities. By collaborating across internal design and construction departments, the team identified cost-effective installation solutions and ensured minimal tenant disruption through strategic communication and coordination.</p> <p>Metrics and Outcomes:</p> <ul style="list-style-type: none">• Network Infrastructure: Over 165,000 feet of underground and ISP fiber cable was installed, utilizing advanced fiber blower equipment.• Construction Activities: Executed 165,000 feet of micro-trenching, conduit placements, vault installations, traffic management operations, and asphalt paving restorations to facilitate infrastructure deployment.• Splicing and Testing: Achieved precise standards with ribbon fiber butt splices and Power Meter/OTDR testing, meeting .25 dB back-reflection benchmarks.• Material Procurement: Sourced and utilized readily available materials through distributors, ensuring timely project execution.• Resident Coordination: Minimized tenant and resident concerns through strategic communication and disruption mitigation.• System Integration: Installed multiple conduits through multi-city manhole systems, cored building penetrations, and deployed plenum-rated cable and conduit ISP from transitional splice-placed FDPs.

Submission Form

Inspection Report Checklist

Project Name	VGNES10	Date / Time	10 AUG 24
Inspector Name	Devron Odrick	Location	VT

PASS	FAIL
------	------

#	Description	Y	N	Comments
AS-BUILT CONDITIONS				
1	Plant shows clean workmanship	✓		
2	Handholes placed are flush to ground		✓	Not flush to ground
3	Slack Coils securely fastened to pole / strand	✓		
4	Enclosures inspected for damage	✓		
5	Routes exist as indicated in the As-Built	✓		
6	All facilities indicated in As-Built are placed	✓		
7	Any available cabinets opened and inspected	✓		
8	Other (please specify)			
COMPLIANCE				
9	Facilities placed within ROW	✓		
10	Missing telco pole tags replaced		✓	NT - missing tags
11	Terminals properly labeled	✓		
12	Attachment vertical separation compliance met	✓		
13	Strand properly attached / guyed / anchored	✓		
14	Slack Coil lengths meet minimum requirements	✓		
15	Riser guards placed on transition poles	✓		
16	Verify duct in handholes / peds	✓		
17	RR Xing attachment / midspan height verified	✓		
18	Street crossings meet 18' minimum clearance	✓		
19	Leaning poles have been straightened	✓		
20	Damaged poles replaced	✓		
21	Potholes backfilled	✓		
22	Broken lashing wire relashed	✓		
23	Attachments 40" or more below secondary power	✓		
24	Splice protectors inspected	✓		
25	Trays / cables labeled	✓		
26	Other (please specify)			
CLEAN-UP EFFORT				
27	No tie-wrap / metal clippings / trash found	✓		
28	Hardscapes restored / repaired	✓		
29	Softscapes restored / seeded	✓		
30	No empty / partial reels found	✓		



Submission Form

Inspection Report Checklist

Project Name	CNW3	Date / Time	09 JULY 24
Inspector Name	DEVRON ODRICK	Location	VT

PASS	<input checked="" type="checkbox"/>	FAIL	<input type="checkbox"/>
------	-------------------------------------	------	--------------------------

#	Description	Y	N	Comments
AS-BUILT CONDITIONS				
1	Plant shows clean workmanship	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Handholes placed are flush to ground	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Slack Coils securely fastened to pole / strand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Enclosures inspected for damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Routes exist as indicated in the As-Built	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	All facilities indicated in As-Built are placed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Any available cabinets opened and inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	
COMPLIANCE				
9	Facilities placed within ROW	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Missing telco pole tags replaced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Terminals properly labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Attachment vertical separation compliance met	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13	Strand properly attached / guyed / anchored	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14	Slack Coil lengths meet minimum requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15	Riser guards placed on transition poles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	Verify duct in handholes / peds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17	RR Xing attachment / midspan height verified	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18	Street crossings meet 18' minimum clearance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	P18 / 3rd party
19	Leaning poles have been straightened	<input checked="" type="checkbox"/>	<input type="checkbox"/>	P8, P5, P3 / 3rd party
20	Damaged poles replaced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
21	Potholes backfilled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
22	Broken lashing wire relashed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
23	Attachments 40" or more below secondary power	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
24	Splice protectors inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
25	Trays / cables labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
26	Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	
CLEAN-UP EFFORT				
27	No tie-wrap / metal clippings / trash found	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
28	Hardscapes restored / repaired	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
29	Softscapes restored / seeded	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30	No empty / partial reels found	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Submission Photos



Submission Photos



**For additional info,
contact us.**

www.luckgrove.com
Greg Khanzadian
gkhanzadian@luckgrove.com
315-391-7775



LUCK GROVE



CERTIFICATE OF COMPLIANCE

For your 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:

Luck Grove minimizes the environmental impact of broadband projects by using energy-efficient processes, sustainable materials, and responsible site management. We reduce carbon footprints through optimized scheduling, use energy-efficient equipment, and recycle materials whenever possible.

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

F. Certification Regarding Use of Contract Funds for Lobbying - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Bidder Name: Luck Grove Telecom Inc Contact Name: Corin Zimmer

Address: 101 Richmond Ave, STE: 400 Fax Number: _____

Syracuse, New York 13204 Telephone: 315 455 0733

E-Mail: czimmer@luckgrove.com

By: *Corin Zimmer* Name: Corin Zimmer
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

The undersigned proposes to provide Fiber Optic Site Inspection Services in accordance with the requirements of this Request for Proposal. It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

Estimates based off of a per-project mileage of 4.79 miles , 181 projects each

Daily costs based on the 125 working days. Accounts for additional travel.

Deliverables	Hourly rate* increase per title	Total estimated hourly costs*	Total estimated expenses	Total fixed costs	Year total cost
Year 1	\$0.00	\$74.43	\$188,602.00	\$15,625.00	\$204,227.00
Year 2	\$0.00	\$74.43	\$188,602.00	\$15,625.00	\$204,227.00
Year 3	\$1.50	\$75.93	\$192,403.00	\$17,968.75	\$210,371.75
Year 4	\$0.00	\$75.93	\$192,403.00	\$17,968.75	\$210,371.75
Year 5	\$1.50	\$77.43	\$196,204.00	\$20,312.50	\$216,516.50

Deliverables	Estimated hourly rate* per Service Areas Phases	Estimated total hours per Service Areas Phases	Estimated total cost Service Areas Phases	Total fixed costs
Inspection Phases per Service Areas Phases (pre-planning to completion)	\$74.43	14 hrs	\$1,042.00	Not applicable
Inspector hourly rate	\$86.50	8 hrs	\$692.00	Not applicable
Engineer hourly rate (if applicable)	\$51.50	4 hrs	\$206.00	Not applicable
Other staff (if applicable, please describe and provide a list of titles/responsibilities with hourly rate)	\$72.00	2 hrs	\$144.00	Not applicable
Reimbursable Expenses (each expense must be identified)	Not applicable	Not applicable	Not applicable	\$125/day
Inspection documents and reports	Not applicable	Not applicable	Not applicable	Included in engineering hourly rate

Name	Title	Responsibilities	Hourly rate*
TBD	Construction Inspector	Physical Inspection, Data Collection	\$86.50
TBD	Project Manager	Inspection Documents and Reports	\$72.00
TBD	Office/Admin	File Uploads, Document Review, Field Coordination	\$51.50

*Please note: The bidder should indicate a percentage increase, not to exceed, more than 5% for hourly rates per year for the duration of the awarded contract.

Name of Bidder: Corin Zimmer, Luck Grove Telecom, Inc.

Signature of Bidder: Corin Zimmer

Date: 3/20/2025

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractors providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

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 \$1,000,000 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)

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *December 30, 2024*)

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>.

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

CLEAN AIR 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.

FEDERAL WATER POLLUTION CONTROL ACT

1. 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.
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. **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.
- 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. To the extent settlement is properly based on Contractor costs, 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited

to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section

SUBCONTRACTS

Contractor shall include all above provisions of the “State of Vermont - Federal Terms Supplement (Non-Construction)” Attachment in all subcontracts for work performed related to this contract.

If this contract is supported with State and Local Fiscal Recovery Funds (SLRF) or if this a statewide agreement, delete this yellow instruction and leave in all clauses below.

If this contract is NOT supported with State and Local Fiscal Recovery Funds (SLRF), delete this yellow instruction and delete all clauses below.

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce. This clause must be passed down to subcontractors and grantees.

FAIR EMPLOYMENT PRACTICES

Contractor must comply with 42 U.S.C. § 2000d *et seq.*, and as enacted by 31 C.F.R. Part 22. This clause must be passed down to subcontractors and grantees.

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE

Contractor must comply with the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the foregoing, and

comply with all other federal statutes, regulations, and executive orders, including generally applicable environmental laws and regulations. This clause must be passed down to subcontractors and grantees.

UNIFORM GUIDANCE

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury's guidance. This clause must be passed down to subcontractors and grantees.

INCREASING SEATBELT USE

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997). This clause must be passed down to subcontractors and grantees.

REDUCING TEXTING WHILE DRIVING

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009). This clause must be passed down to subcontractors and grantees.