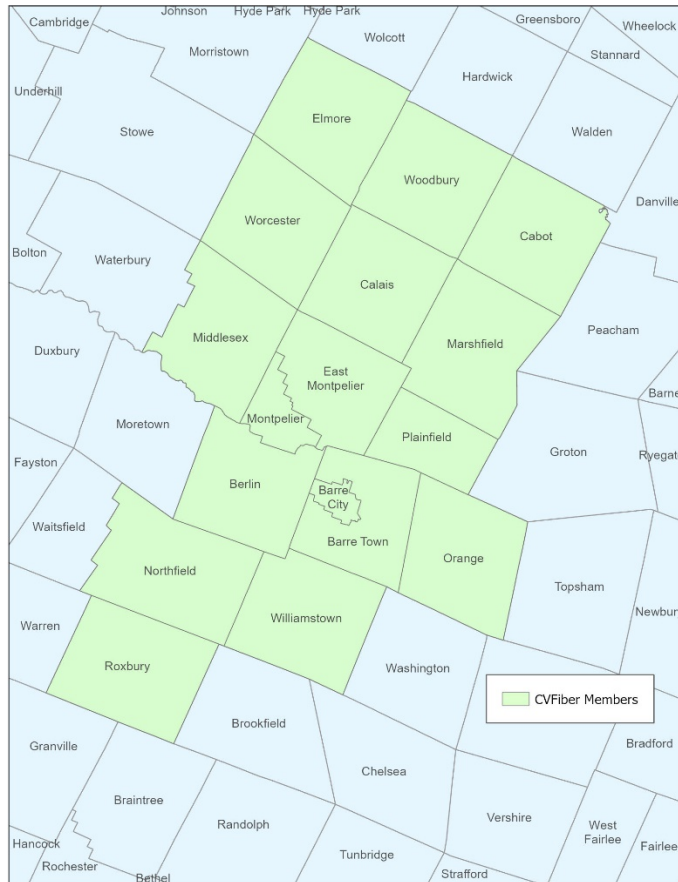


REQUEST FOR PROPOSALS

Development of a CVFiber High Speed Broadband Feasibility Study and Business Plan



Prepared by
CVFiber - A Vermont Communications Union District
October 28, 2019



CVFiber Communities & Delegates		
	Delegate	Alternate
Barre City	Greg Kelly	Lucas Herring
Barre Town	Josh Jarvis	
Berlin	Jeremy Hansen	Jerry Diamantides
Cabot	Andrew Gilbert	
Calais	David Healy	Jared Thomas
East Montpelier	Tom Fisher	
Elmore	Bob Burley	Kent Shaw
Marshfield	Jonathan Williams	
Middlesex	Phil Hyjek	Lauri Scharf
Montpelier	Ken Jones	Dan Jones
Northfield	Raymond Pelletier	John Quinn
Orange	Siobhan Perricone	
Plainfield	Michael Birnbaum	Jeremy Matt
Roxbury	Jon Guiffre	
Williamstown	Frank Moore	Rama Schneider/ Francis Covey
Woodbury	Thomas Lindsay	Susan Martin
Worcester	John Russell	Allen Gilbert

Development of a CVFiber High Speed Broadband Feasibility and Business Plan

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Purpose

CVFiber is a Communications Union District in the State of Vermont formed in 2018 with a mission to provide high-speed Internet access to our 17 member municipalities (see Figure 1). We are soliciting proposals for the development of a feasibility and business plan to evaluate feasibility, business structures, cost estimates and methods to build out a successful system by municipality or service area, identify linkages/partnerships with electric utilities and VELCO, educational and municipal entities, construction funding opportunities, revenue potential, and to identify where to begin construction of our network.

Our overall objective is to establish a comprehensive plan for deployment and operation of a fiber-to-the-premises (FTTP) and/or hybrid fiber/wireless system, which would be cash flow positive in 3-5 years. We believe it is critical that we launch a small pilot project within 18 to 24 months of this solicitation. As a first step in the development of a business plan we have compiled a respectable amount of municipal specific data for supporting a feasibility assessment and have conducted an initial survey of our member municipalities.

We believe that these and other on-going in-kind efforts should enable the contractor to focus mostly on an assessment of how to best meet the demand for and operate a fast internet service in our member municipalities. This assessment should provide us with a fuller understanding of the construction and operational costs; funding opportunities; revenue potential; partnerships; organizational and operational structures; and identify where best to begin construction of our high speed, broadband network. Development of a business plan is arguably the most important step towards fulfilling our mission of making extremely fast Internet connectivity available throughout our member municipalities. We are also looking for a consultant who can stay with us for the long run.

The mission of CVFiber is providing Central Vermont residents, businesses, and civic institutions with universal access to a reliable, secure, locally-owned and -governed communications network able to grow to meet future community needs.

Background

CVFiber was created as a Communications Union District in March 2018 at town meetings. Home to roughly 64,012 residents in 21,756 households, CVFiber covers 17 municipalities ranging in population from 734 to 8,778. There are 1,040 miles of roads in CVFiber area with an average of 61 miles per municipality. See Figure 1.

Most CVFiber municipalities suffer from a lack of access to affordable, high speed broadband. Table 1 provides a summary of the speeds by town.

Figure 1 CVFiber Member Municipalities

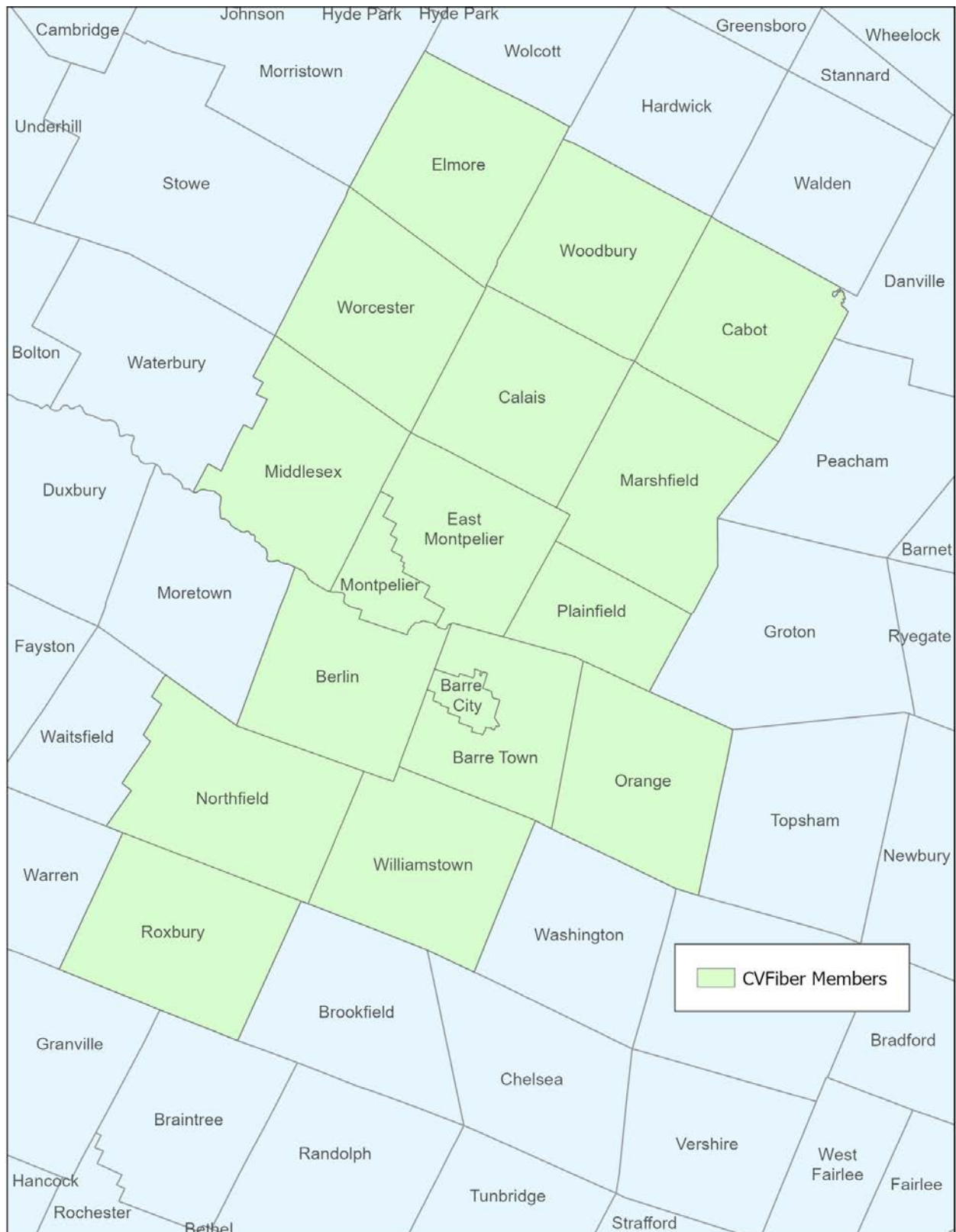


Table 1 Broadband Speeds by Town

Town	Broadband Statistics Summary by Town							
	Served 25/3 or Better	Percent Served 25/3 or Better	Served 100/100 or Better	Percent Served 100/100 or Better	Served 10/1 or Better	Percent Served 10/1 or Better	Served 4/1 or Better	Percent Served 4/1 or Better
Barre City	2,869	99%	0	0	2,875	99%	2,905	100%
Barre Town	3,178	95%	0	0	3,245	97%	3,346	100%
Berlin	1,083	79%	0	0	1,105	80%	1,344	98%
Cabot	471	55%	0	0	691	81%	766	90%
Calais	314	36%	0	0	521	59%	853	97%
East Montpelier	783	67%	0	0	918	79%	1,148	99%
Elmore	0	0%	0	0	248	45%	471	85%
Marshfield	287	38%	0	0	575	76%	740	97%
Middlesex	429	51%	0	0	503	60%	688	82%
Montpelier	2,823	99%	0	0	2,825	100%	2,839	100%
Northfield	1,380	72%	0	0	1,380	72%	1,914	100%
Orange	0	0%	40	0	208	38%	470	86%
Plainfield	243	42%	0	0	362	63%	564	97%
Roxbury	0	0%	0	0	0	0%	470	94%
Woodbury	352	46%	0	0	442	58%	734	95%
Worcester	210	45%	0	0	242	52%	390	84%
Williamstown	837	58%	0	0	1,078	74%	1,359	93%
Totals	15,259	70%	0	0	17,218	79%	21,001	97%
Vermont Department of Public Service-January 11,2018								

CVFiber will provide survey resources to Consultant to develop take rate predictions. CVFiber will also assist with inventory of vertical assets. (Currently we have 800+ responses from 14 of the 17 municipalities) Consultant will be responsible for using this information to complete the feasibility study portion of the project.

Scope of Work

Phase 1: Feasibility Study

Goal: A Feasibility Study that Shows A Successful Path Forward

During Phase 1 we expect the consultant to bring their knowledge and experience to work with CVFiber to provide viable path forward. The following tasks are at a minimum. Consultant can provide additional activities that would be essential in completing the feasibility study leading to the Phase 2 Business Plan.

1.1 Customer Survey

CVFiber will provide the resources to complete the survey of the 17 municipalities. The compiled results will be provided to the consultant to conduct the feasibility evaluation and use as one factor in prioritizing routes. The survey has the street address of every respondent. We have a goal of 20% of residences completing the survey prior to the consultant starting their work. Some municipalities have reached this goal. All information in the survey results are confidential and will require and NDA. A copy of the survey and the current confidential responses is attached in Appendix A.

1.2. Asset Inventory

CVFiber will provide to the consultant the necessary resources to inventory the vertical assets in each municipality. Consultant should provide CVFiber the essential attributes to be collected in the inventory. CVFiber will provide the consultant with the information in an ArcGIS Geodatabase format. Based on this data we expect the consultant have a good understanding of densities, pole locations and other assets.

1.3. Alternative Deployment Route Analysis

Based on Task 1.1 and 1.2, consultant will complete an alternative deployment analysis. This is important so that we have guidance on where to go forward sequentially. This will include both total FTTP and a FTTP with a Wireless Possibility for the most rural areas and downtowns. CVFiber has completed a count of residences by road segment and this data is available in ArcGIS Geodatabase format. We have done some preliminary calculations of buildings per E-911 road segments (average length is less than 1 mile). Table 2 contains a summary of that information. All existing available GIS data in the form of an ArcGIS Geodatabase are listed in Appendix B. Maps for each member municipality illustrating building sites on each road segment are included in Appendix C.

Consultant shall identify a basis for where best to begin construction of our fiber-to-the-premises (FTTP) high speed network to maximize CVFiber's ability to be self-sustaining in the shortest time with the widest possible buildout. In this task the Consultant should address the pros and cons of full or partial municipal build-outs.

Table 2 Buildings/Road Segment

Town	All	>4/ Segment	Miles with Bldgs	Avg.# Bldgs / Mile	% > 4	Cost @\$30k/mi	AOT Mileage
Barre City*	2,905	1,848	22.66	82	64%	\$ 679,770	48.946
Barre Town	3,349	2,578	66.79	39	77%	\$ 2,003,822	106.873
Berlin	1,378	985	44.01	22	71%	\$ 1,320,240	76.5
Cabot	855	622	48.33	13	73%	\$ 1,449,900	64.788
Calais	878	621	47.75	13	71%	\$ 1,432,380	79.972
East Montpelier	1,162	866	52.04	17	75%	\$ 1,561,238	74.33
Elmore	552	392	22.66	17	71%	\$ 679,800	33.152
Marshfield	761	518	33.73	15	68%	\$ 1,011,750	58.198
Middlesex	837	628	42.34	15	75%	\$ 1,270,320	65.56
Montpelier*	2,839	2,204	32.87	67	78%	\$ 986,190	56.014
Northfield	1,923	1,269	47.64	27	66%	\$ 1,429,200	85.455
Orange	550	333	21.82	15	61%	\$ 654,690	43.144
Plainfield	579	437	29.20	15	75%	\$ 876,030	41.698
Roxbury	498	309	25.08	12	62%	\$ 752,310	43.169
Williamstown	1,456	1,129	57.09	20	78%	\$ 1,712,820	88.065
Woodbury	769			#DIV/0!	-	\$ -	44.56
Worcester	465	358	23.22	15	77%	\$ 696,510	28.653
Total	21,756	15,097	617	24	69%	\$ 18,516,970	1,039.08
*Inaccurate due to so many very small segments							
Source: E911 Roads, E911 Esites: VCGI							
Analysis: ArcGIS Pro v.2.2.1							
Prepared by David Healy for CVFiber							
Rev. 3/26/19							

1.4. Commercial Area Analysis

CVFiber will provide GIS information on commercial properties for each municipality. Consultant will use this data to complete an analysis of whether they are served. We will provide a listing of all businesses by type and their size using ArcGIS Online's Data Enrichment tool.

1.5. Route Priorities for Construction (based on initial budget for first construction is \$3.5 Million)

Based on Tasks 1.1, 1.2, 1.3, and 1.4, Consultant shall prepare a technical design with enough detail to enable rough cost projections for each municipality or service area. Consultant shall identify a criteria or basis for where best to begin construction of our high speed, broadband network to maximize CVFiber's ability to be self-sustaining in the shortest time with the widest possible buildout. In this task the Consultant should address the pros and cons of a full or partial municipal build-out.

1.6. Choice of Technologies

Consultant shall weigh the advantages and disadvantages of employing a hybrid network blending fiber-optic and fixed wireless solutions vs. pure FTTP networks. Consultant should evaluate current and near-future wireless costs as a potential solution to serve the more remote locations and/or more dense locations with fiber-fed wireless. Relative costs should be an important determinant.

1.7. Pro Forma Financial Projections

Consultant shall prepare pro forma financial projections for the project for at least three years.

Consultant should prepare a ten-year revenue analysis based on the experience of other municipal ISPs based on the proposed build-out scenarios.

1.8. 3rd Party Opinion

Consultant shall obtain a 3rd party opinion from a lending institution on the finding of feasibility.

1.9 Draft and Final Feasibility Study

Consultant shall compile all Feasibility Study task deliverables into a comprehensive draft and final CVFiber Feasibility Study. The consultant will present the draft Study to the full CVFiber Board.

Phase 2: Business Plan

Upon completion of the Feasibility Study, Phase 2 is an actionable business plan for a high speed symmetrical broadband solution which may include formation of or partnership with a cooperative, communications union district, rural economic development infrastructure district, municipal communications plant, or electric utility. An actionable business plan is a document that a financial institution would find enough basis on which to provide financial support. CVFiber is interested in forming partnerships with partners who can bring significant benefits. These would include the State of Vermont, Washington Electric Coop, Green Mountain Power, Hardwick Electric, Morrisville Power and Light, VELCO, and any others that the consultant can identify that will improve the success of our project.

2.1 High Level Engineering and Design Plans

Consultant shall develop high level engineering and design plans for the implementation of the phased system. This includes:

- Inside plant PON design
- Outside plant PON design
- Pole electric safety space service drop solutions
- Tower or wireless node design

Consultant shall identify a basis for where best to begin construction of our fiber-to-the-premise (FTTP) high speed network to maximize CVFiber's ability to be self-sustaining in the shortest time with the widest possible buildout. In this task the Consultant should address the pros and cons of a full or partial municipal build-out.

2.2 Market Analysis

Consultant shall use CVFiber's detailed municipal information and survey results to carry out a detailed market analysis for our area. The take rate needs to be based on the economic status of the residents in the area using an analysis of Grand List data and American municipal Survey Data from the Bureau of the Census. The CVFiber Business Development Committee will work with the consultant on this task. We would like to use a demand aggregation tool, such as, COS Systems.

2.3 Financing, Financing Models, Pro Forma Financial Projections

Consultant should prepare a ten-year revenue analysis based on the experience of other municipal ISPs based on the proposed build-out scenarios. In addition, the Consultant shall provide alternative ideas for financing the full buildout for the 17 municipalities. This should include details costs and financial projections based on the alternatives presented. Consultant shall identify all potential sources of grant, loan, and foundation funding to support the deployment of a district-wide broadband network. This part

of the report should provide a roadmap for each area and level of effort to prepare documents and likelihood of receiving the money.

2.4 Estimate Construction Costs

Consultant should develop the high and low cost and revenue potential of building fiber-supported broadband to each municipality by identifying and evaluating the opportunities available to CVFiber. Consultant shall develop a low and high construction cost plan for each municipality or service area. This includes:

- Fiber installation and drops (costs by linear distance and number of drops) – in addition to a range of costs, identify the key variables that will influence those costs, such as make-ready costs.
- System engineering design costs – for a few scenarios based on customer density and overall service area, what are the design costs for a system.
- Costs for access to one or more bandwidth connections to the global internet system
- Cost to build backbone and distribution networks vs. cost to build all the way to end users
- Purchasing or contracting with privately owned fiber networks already in place.
- Partnering with existing utility systems such as ECFiber, Green Mountain Power, and Washington Electric Cooperative

2.5 Ideal Operational Models and Costs

Consultant shall provide CVFiber alternative operational structures with start-up and annual operating costs. This task should be broken down into two components:

- Back office—The physical maintenance and operation of the physical networks, customer service, and billing systems.
- Front office—The management and support configuration with a marketing and sales team. Estimated budget for promotion, staffing configuration and salary ranges, office space, equipment.

Consultant shall develop alternative rate structure options for levels of service or make a case for a single service plan. Consultant shall propose a low-income rate structure with a plan for funding the subsidy.

Consultant should prepare a list of factors for success based on the experience of other municipal fiber deployments.

Consultant shall develop ideal operational models with detailed costs:

- Staffing or Contracting Operational Costs
- Power costs
- Line maintenance
- Customer interface
- Rental space for switching (and other) facilities

- Costs for access to one or more bandwidth connections to the global internet system

Consultant shall develop and present comprehensive options for CVFiber for:

- Negotiating contracts with internet service providers
- Negotiating contracts with construction and maintenance firms
- Serving as the fiscal agent responsible for financing projects, determining the costs of each project to individual municipalities and collecting necessary revenue from participating towns.
- Performing legal work, make-ready negotiations and all other functions of a permanent utility responsible for building and maintaining broadband service.

2.6 Risk Management Plan

The consultant will prepare a Risk Management Plan that identifies and evaluates risk factors, which may affect the successful implementation of the Business Plan. Risk factors may include, but are not limited to, grant and loan availability, unforeseen or underestimated costs, technological advancements effect on compatibility and performance, and others. The evaluation of risk factors will include a description of circumstances that would bring about the risk, the projected effects risk realization would have on the business plan, and alternative avoidance or mitigating actions CVFiber can take to reduce the effects of risk on implementation of the Business Plan.

2.7 Draft and Final Business Plan

Consultant shall compile all Business Plan task deliverables into a comprehensive draft and final Business Plan. The consultant will present the draft plan to the full CVFiber Board.

Resource Mapping and Data

CVFiber has developed a comprehensive set of maps illustrating the following information. Appendix A contains the datalayer list and web application with all the data in one map. Additional ArcGIS Project files contain the data analysis of E911 Buildings by Road Segment (each E-911 Structure has a Road Segment ID contained as an attribute.

Proposal Submission Details

3.0 Deliverables

Consultant should provide a description of all deliverables by task and subtask. Consultant is encouraged to prioritize these items your proposal.

- Project timeline
- A separate Feasibility and Business Plan reports containing a narrative, tabular, and map information relative to all the tasks described above.
- An Executive Summary for each Plan.

4.0 Project Schedule:

Notice of Intent to Respond: Applicants should notify the CVFiber of their intent to respond to this RFP by sending an email with a subject of “Intent to Respond: CVFiber Feasibility and Business Plan by Wednesday, November 6, 2019 by 4:30 p.m. to dhealy@gmail.com. Failure to notify CVFiber does not disqualify an Applicant from bidding but will mean said Applicant will not directly receive updates or notices from CVFiber regarding the RFP and Questions and Answers.

Questions Due:

All questions regarding this RFP must be submitted no later than 5:00 p.m. (EDT) Wednesday, November 13, 2019.

Questions related to the interpretation of this Request for Proposals must be submitted via email to

healy.david.j@gmail.com

Projected Schedule of Events	
Event	Date
RFP Issued	Wednesday, October 30, 2019
Notice of Intent to Respond	Wednesday, November 6, 2019
Questions Due:	Wednesday, November 13, 2019
Responses to Questions:	Wednesday, November 20, 2019
Submission Deadline	Tuesday, December 3, 2019
Possible Interviews	Tuesday, December 17, 2019
Notice of Award	Tuesday, December 17, 2019
Contract	Tuesday, December 31, 2020
Project Kick-off	Thursday, January 2, 2020
Feasibility Study Completion	Tuesday, March 31, 2020
Business Plan Completion	Friday, May 29, 2020

Responses to Questions: All questions and responses will be made public without attribution on the CVFiber website no later than 5:00 p.m. (EDT) Wednesday, November 20, 2019.

Submission Deadline

All submissions are due by email attachment in Acrobat format no later than 5:00 p.m. (EDT) Tuesday, December 3, 2019 with subject line “CVFiber Broadband Plan” to healy.david.j@gmail.com

Proposals or amendments received after this deadline will not be considered. No faxed or mailed proposals will be accepted.

5.0 Format for Proposals

Proposals should be concise, and must include the following:

Summary

Provide a brief summary of the Consultant's understanding of the project and relevant knowledge/experience. Provide information on all collaborators if more than one firm is involved.

Work Plan

Provide an outline of the approach proposed to accomplish the Scope of Services and the way the Consultant will work with the CVFiber to complete the project. Creative approaches to the project are encouraged. Optional approaches, if any, must be clearly identified. All assumptions must be clearly stated. Deliverables for each task should be described.

Qualifications

Provide a description of the Consultant's qualifications, capabilities, and organizational structure. Identify the project team including qualifications, experience, and specific responsibilities of the project manager and staff that will be assigned to the project (including a resume for each person).

Firms will be considered based on their strengths and experience in the following fields:

- Ability to demonstrate a thorough knowledge of all facets of municipal broadband development, including regulatory, technical and financial/economic.
- Experience performing analysis on needs vs. available resources, including through consumer surveys and direct consumer engagement.
- Experience with identifying current assets, and whenever possible, negotiating with asset holders to incorporate existing infrastructure into a network plan.
- Knowledge of digital inclusion programs.
- Extensive knowledge of financing models

Relevant Work Experience and References

Provide examples of projects similar in scope and scale completed by the Consultant, especially related to similar work for municipal entities (by the staff that would be assigned to this project if possible).

Provide a brief description including completion date, type and scope of project, and contact person with telephone number for reference.

Work Schedule

Provide a detailed schedule indicating how the project tasks will be organized to complete the work. The schedule must include a matrix of the project tasks and hours assigned broken down by personnel assigned to each task.

Proprietary Information

Any information in the proposal that is business proprietary should be clearly noted.

Financial History (required if CVFiber is awarded a Broadband Innovation Grant)

Provide the following:

- 1) Audited Financial Statement or 10K Report for the most recent two (2) years, if available, including at a minimum:
- 2) Statement of income and related earnings
 - a) Cash flow statement
 - b) Balance sheet
 - c) Opinion concerning financial statements from a CPA
- 3) Primary banking source letter of reference.

Certification

If CVFiber is awarded a State of Vermont Broadband Initiative Grant in support of this project (announcement will be made by November 8, 2019), the consultant will have to agree to the Vermont's "Standard State Provisions for Contracts and Grants" provided in Appendix D.

Insurance

Provide proof of workers' compensation insurance, liability insurance of at least \$300,000 combined single limit and professional liability insurance. During the term of the contract, the Consultant agrees to maintain such insurance and provide CVFiber with current proofs of insurance. An insurance certificate listing the CVFiber as "additionally insured" as appropriate shall be required.

Indemnification

Acknowledge that the selected Consultant shall agree to indemnify and hold CVFiber harmless from claims, demands, suits, causes of action and judgments arising from the Consultants performance including claims of professional malpractice or negligence.

Cost Proposal

The Consultant's proposed budget and "not to exceed" cost for completing the project must include a task breakdown of project cost by each staff/team member and hours assigned to each staff/team member. A separate cost breakdown for any proposed additional items shall be provided apart from the Scope of Work outlined herein.

Modification of Proposals

Modifications to proposals received prior to the submission deadline will be accepted and must be submitted in a sealed envelope identifying the name and address of the Consultant and clearly marked "MODIFICATION TO PROPOSAL – CVFIBER, BROADBAND PLAN", along with the date of modification and modification number.

Electronic modifications to the proposal shall be submitted. Modifications shall include insertion pages or replacement pages and a transmittal letter explaining the reason for the modification and a detailed indexing the modifications. The CVFiber will not be responsible for misdirected or poorly labeled modifications.

6. Selection Process

Upon release of this RFP, the CVFiber will be responsible for the review of proposals and the selection of a Consultant.

Evaluation Criteria

1. Submission of a complete and concise proposal with the Consultant's approach to the project, which contains all information, services, and requirements in this RFP.
2. Thoroughness of services the Consultant proposes to provide.
3. Familiarization with the Central Vermont and its technological network regarding high-speed internet.
4. Stated ability to execute a contract within 2 weeks of selection, and to perform and complete all work as indicated in the final Scope of Services.
5. Overall experience and past performance on similar projects.
6. Stated ability to appear for an interview, if requested.
7. Adequate assigned resources and staffing to do the work.
8. Comparative costs of the proposals will be considered but will not be the only basis for selection.
9. Any noteworthy information that will help CVFiber succeed in completing its vision.

Proposals will be evaluated based on technical merit and on the criteria listed above. Finalists may be interviewed by the CVFiber as part of the evaluation process. The CVFiber Business Development Committee will rank the finalists based on the above criteria and recommend to the full CVFiber Board at their December 17, 2019. The CVFiber will make the final consultant selection.

7. Award

CVFiber will notify the firm chosen by December 18th, 2019. No public announcement will be made until after a contract is signed. Upon award the contract with the successful consultant will be made public subject to redaction of mutually agreed business confidential material. If no agreement is reached, CVFiber reserves the right to choose another consultant.

8. Miscellaneous

All proposals submitted in response to this RFP become the property of the CVFiber. All proposals will be kept confidential. Consultants should also indicate the elements of their proposals that are proprietary. CVFiber has the right to disclose information contained in the winning proposal after an award has been made. All submitted reports, documents, and materials shall be considered public information and shall be the property of CVFiber. All products, both paper and digital, GIS data and other database information collected/compiled during the project, as well as borrowed materials, if any, shall be delivered to the project point of contact prior to final payment.

The CVFiber specifically reserves the right to reject or request modification of any and all proposals if it is determined by the CVFiber to be in the best interests of the CVFiber.

The CVFiber reserves the right to accept and or reject any or all bids or parts thereof for any causes whatsoever, and to waive any informality in the bids as deemed necessary in the best interest of CVFiber.

This project is being funded by multiple funding sources. As a result, the Feasibility Study must be completed first so that we can be considered for additional funding of the Business Plan. This will result in a delay in completing the business plan proposed.

Appendix A CVFiber Community Survey Questionnaire

CVFiber Community Survey

CVFiber, a Communications Union District, is planning to build a very high speed, mostly fiber optic-based network to your home or business. Our success depends on your interest. Without your help, the network cannot become a reality. We know that community-sponsored high speed broadband to the premise is financially possible based on the experience of 24 communities in EC Fiber in Eastern Vermont. We need your response= to this survey so we can learn about the number of possible subscribers and benefactors. This Survey can be completed online at: <https://arcg.is/1uaOm1>

Name of the Town You Live In:

E-911 Street Address:

Are You a Year-Round Resident?

Yes ___ No ___

Have you heard about CVFiber?

Yes ___ No ___

Name of Your Electric Utility:

- ___ Green Mountain Power
- ___ Washington Electric
- ___ Hardwick Electric
- ___ Morrisville Water and Light
- ___ Northfield Electric
- ___ Off-Grid

Information About Your Current Internet Service

Do you currently have internet service?

Yes ___ No ___

Name of Your Internet Provider?

- ___ Consolidated Communications
- ___ Xfinity (Comcast)
- ___ Spectrum (Charter)
- ___ Cloud Alliance
- ___ Transvideo
- ___ HughesNet
- Other: _____

How much do you currently spend on your monthly internet (or bundled) service?

- ___ \$15-49
- ___ \$50-74
- ___ \$75-99
- ___ \$100-149
- ___ \$150+

How Do You Use Your Current Internet Service?

Check all that apply.

- ___ Get email with attachments
- ___ Load pages from the internet
- ___ Use a smart speaker (e.g. Sonos, Echo, etc.)
- ___ Manage home security
- ___ Video Conferencing
- ___ Stream Audio (music, podcasts, etc.)
- ___ Stream video (Netflix, YouTube, etc.)
- ___ Stream high definition Video
- ___ Gaming
- Other: _____

Is your internet service bundled with your phone or TV service?

- ___ TV
- ___ Phone
- ___ Both
- ___ No

Rate Quality of Internet Customer Service (5 is best, 1 is poor)

___ 1 ___ 2 ___ 3 ___ 4 ___ 5

Rate Internet Reliability (5 is best, 1 is poor)

___ 1 ___ 2 ___ 3 ___ 4 ___ 5

What qualities are most important to you from your internet provider? Choose Up to 3.

- ___ Speed
- ___ Reliability
- ___ Consistency
- ___ Unlimited Data
- ___ Price
- Other: _____

What would you most like to see improved from your current broadband services?

---Check all improvements you would like.

- ___ Lower Prices
- ___ Higher Speeds
- ___ Reliability
- ___ Customer Service
- ___ Channel Selection
- ___ Bundling of Services

___ Local Ownership

Does your internet provider cap your usage by reducing bandwidth?

Yes___ No___ Don't Know ___

Information About Your Telephone Service(s)

Do You Have a Landline Telephone? (This is Different the "Bundled" Telephone Service.)

Yes___ No___

Name of Landline Provider

___ Consolidated Communications

___ TDS

___ Northfield

Other: _____

Are you considering dropping your landline? Yes___

No___ Maybe ___

Do you have/use internet phone service (VoIP)?

Yes___ No___

Name of Internet Phone Service Provider?

___ Consolidated Communications

___ Xfinity (Comcast)

___ Spectrum (Charter)

___ Cloud Alliance

___ Transvideo

___ Ooma

___ Vonage

Other: _____

Name of cell phone provider?

___ AT&T

___ Verizon

___ Sprint

___ T-Mobile

___ US Cellular

___ Consumer Cellular

___ MVNO (Boost, Cricket, GoogleFi, Straight

Talk, Ting, TracFone, etc.)

Other: _____

What is the cell phone strength at your home?

___ 1 Bar ___ 2 Bars ___ 3 Bars ___ 4 Bars

___ 5 Bars ___ None

Support for CVFiber-Your Answers to These Questions Are Critical

If CVFiber brought competitively priced broadband services to your community, how likely would you be to subscribe?**Choose One.*

___ Definitely Would

___ Probably Would

___ Don't Know

___ Probably Not

___ Definitely Not

In stating that you would 'definitely' or 'probably' subscribe to CVFiber, what are your primary reasons? Check as many as you want.

___ Quality of Service

___ Quality of Support

___ Improved Reliability

___ Prefer Locally Owned

___ Prefer Higher Speeds

___ Net Neutrality

Other: _____

Would you be willing to invest in the planning, construction, and/or operation of this network for the first 24 months of operation in any of the following ways?

___ Loan

___ Gift

___ Pre-subscription

Other: _____

May we contact you to let you know about our progress?

Yes___ No___

31. If Yes, please provide your name and email address.

Name: _____

Email Address: _____

THANK YOU!

PLEASE RETURN THIS SURVEY TO:

David Healy

Calais Delegate, CVFiber

770 Robinson Cemetery Road

Calais VT 05648

978.761.8409

healy.david.j@gmail.com

Visit us on our Website: www.cvfiber.net

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Appendix B GIS Datalayers Online Available Online and in an ArcGIS Geodatabase

(Click on Title for More Details)

[Vermont Substations](#)

[Municipal Boundaries](#)

[Road Centerlines](#)

[Trails](#)

[Vermont Parcels](#)

[E911 Structures](#)

[Green Mountain Power Poles by Owner](#)

[Green Mountain Power Lines](#)

[WEC Poles](#)

[VT Telecommunication Facilities](#)

[Kingdom Fiber Roads Served](#)

[Newport to Hardwick VT DPS Fiber Line](#)

[Communities Planning or Building Fiber to the Premise](#)

[Electric Substations](#)

[Electric Transmission Line Corridors](#)

[VT 3-Phase-Power \(Generalized\)](#)

[Vermont Electric Coop Primary Overhead and Underground Distribution Lines](#)

[VT Telephone Exchange Boundaries](#)

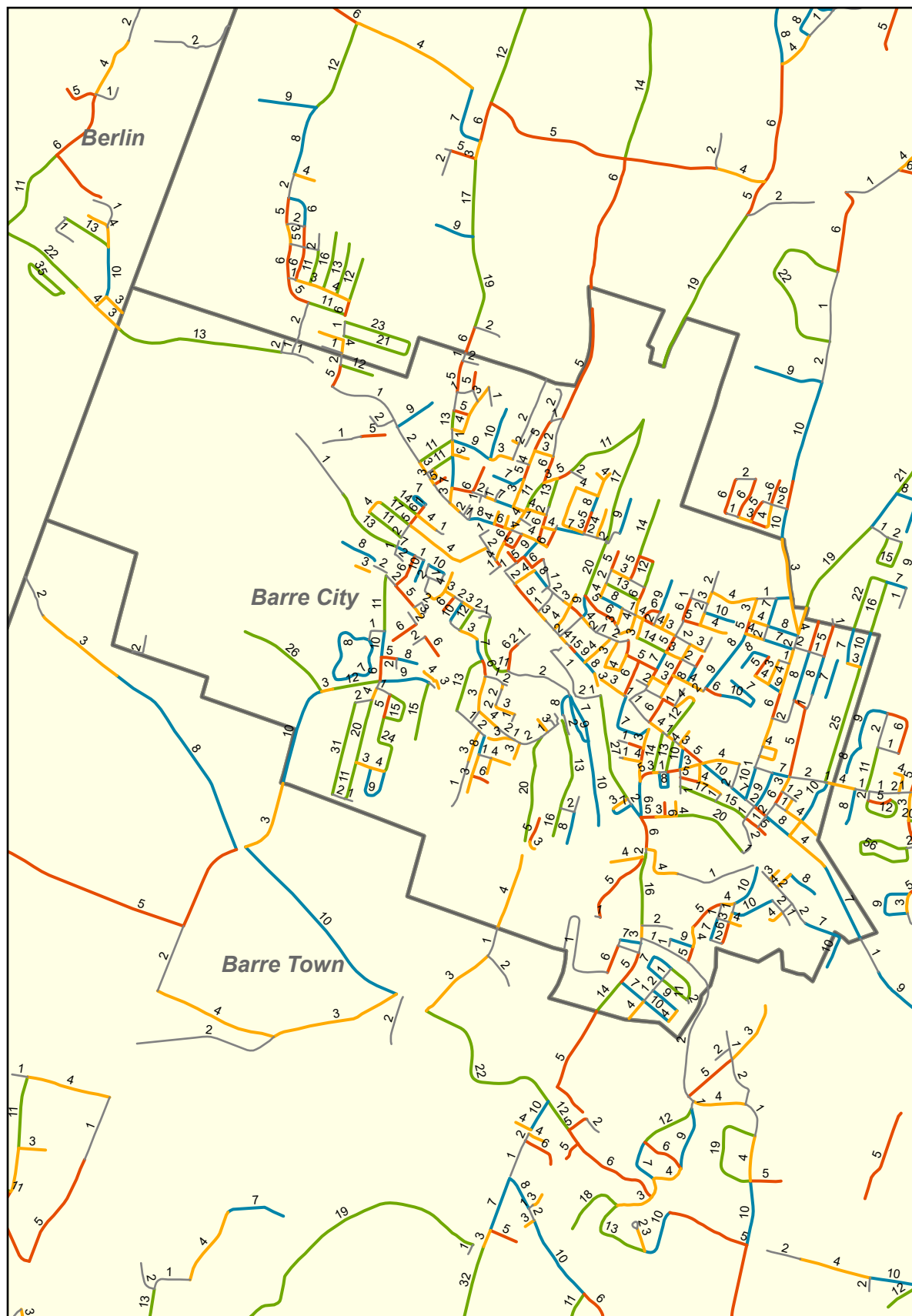
Web Map Application

[Planning Data for Community Fiber to the Premise](#)

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Appendix C Maps of Building Sites Per E911 Road Segment

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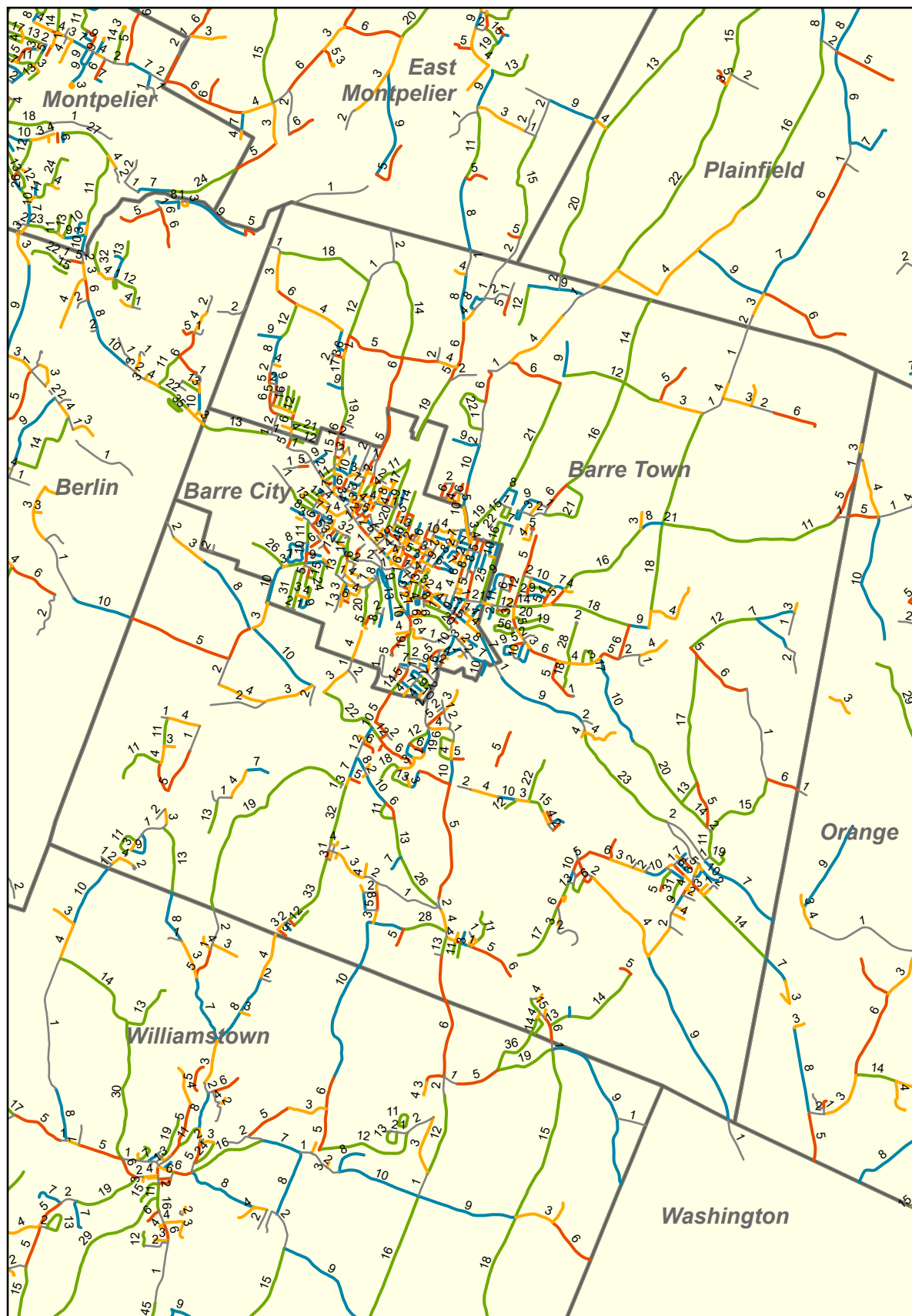
Building Sites Per E911 Road Segment Central Vermont Internet

Prepared by David Healy
September 4, 2018

Source: 2017 E911 Esites & E911 Roads; VCGI.

Sites/Road Segment

- ≤2
- ≤4
- ≤6
- ≤10
- ≤80



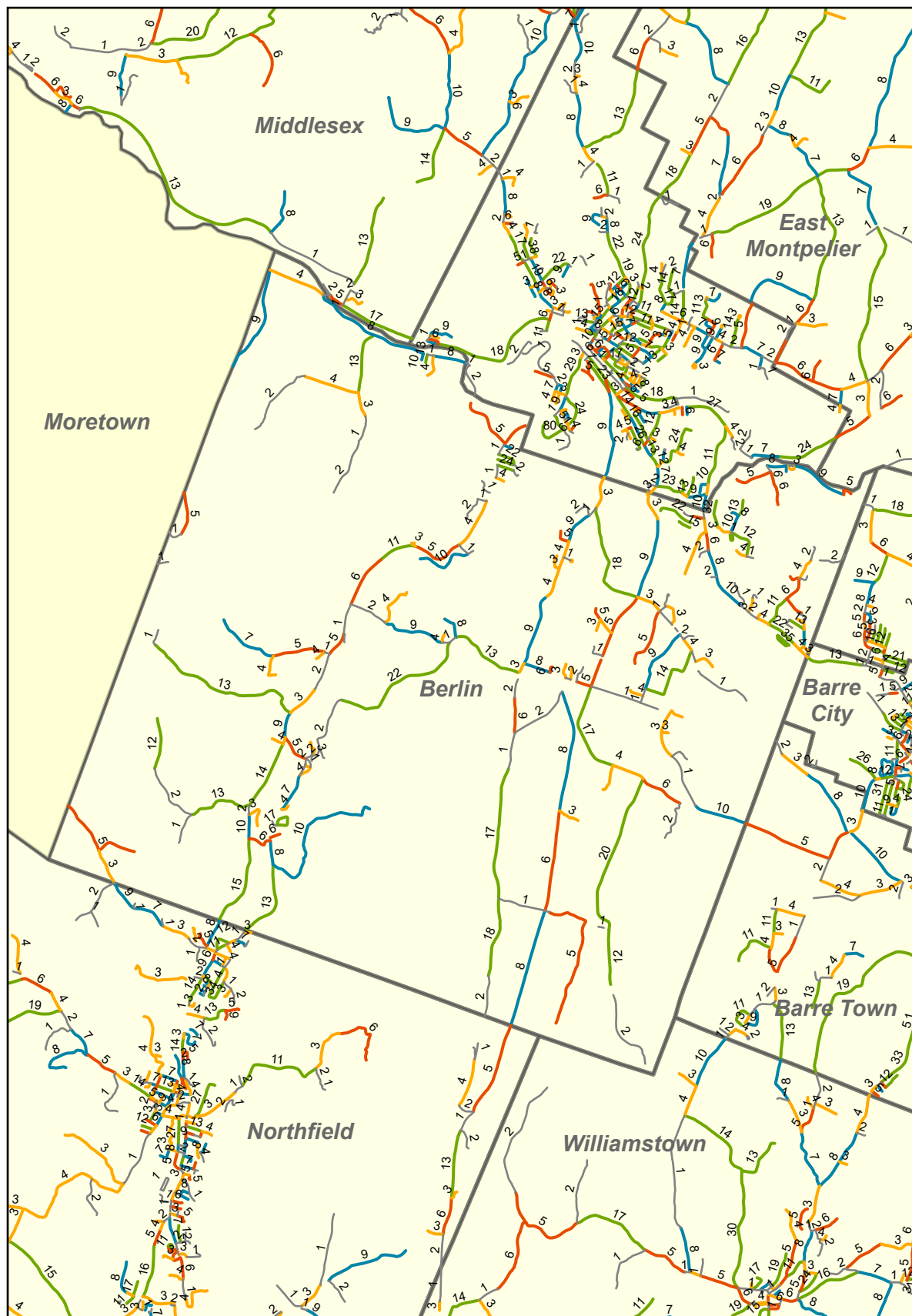
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Sites/Road Segment





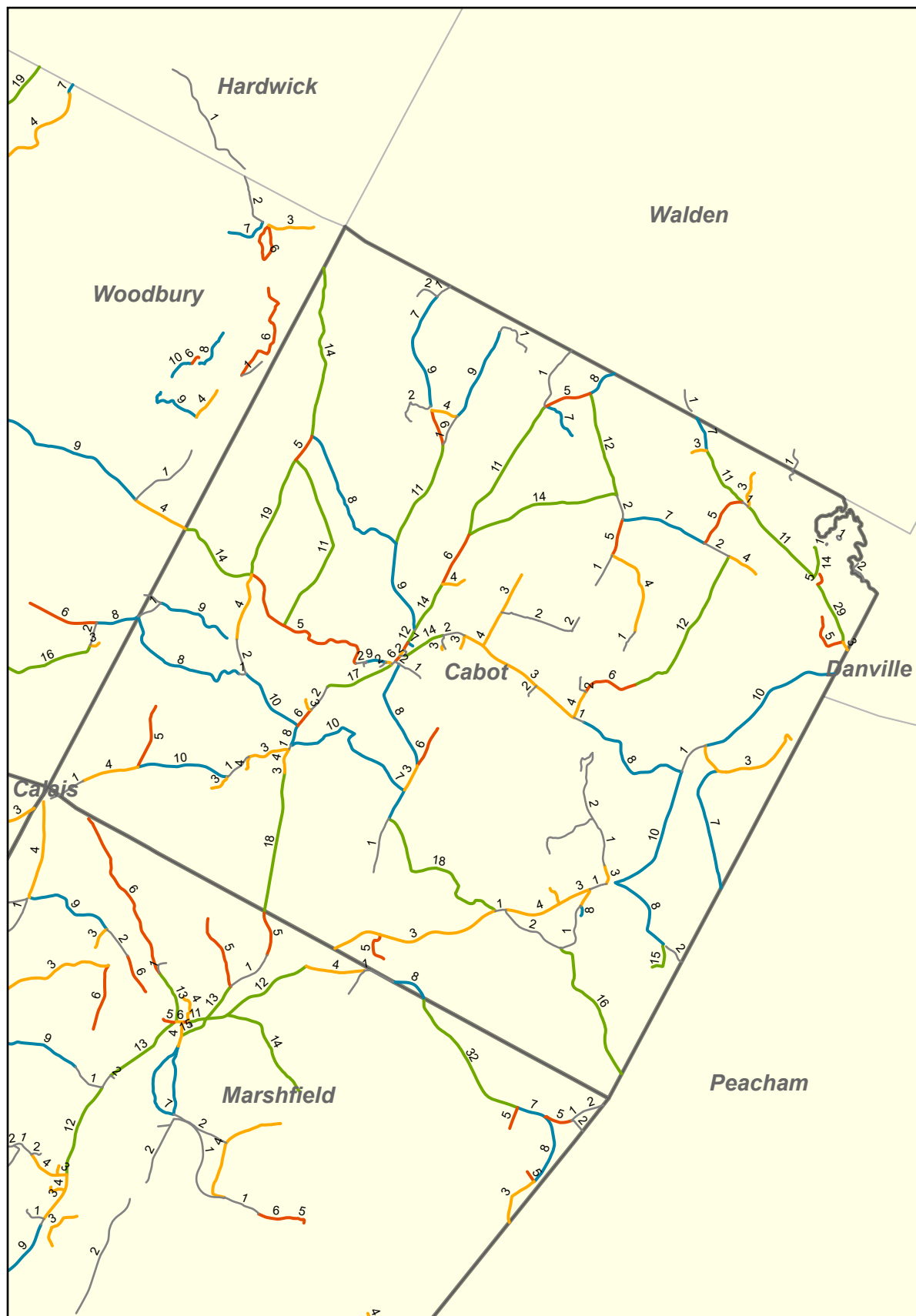
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Sites/Road Segment

- ≤2
- ≤4
- ≤6
- ≤10
- ≤80

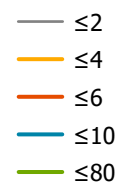


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September 4, 2018

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Sites/Road Segment





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Sites/Road Segment

- ≤2
- ≤4
- ≤6
- ≤10
- ≤80

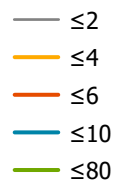


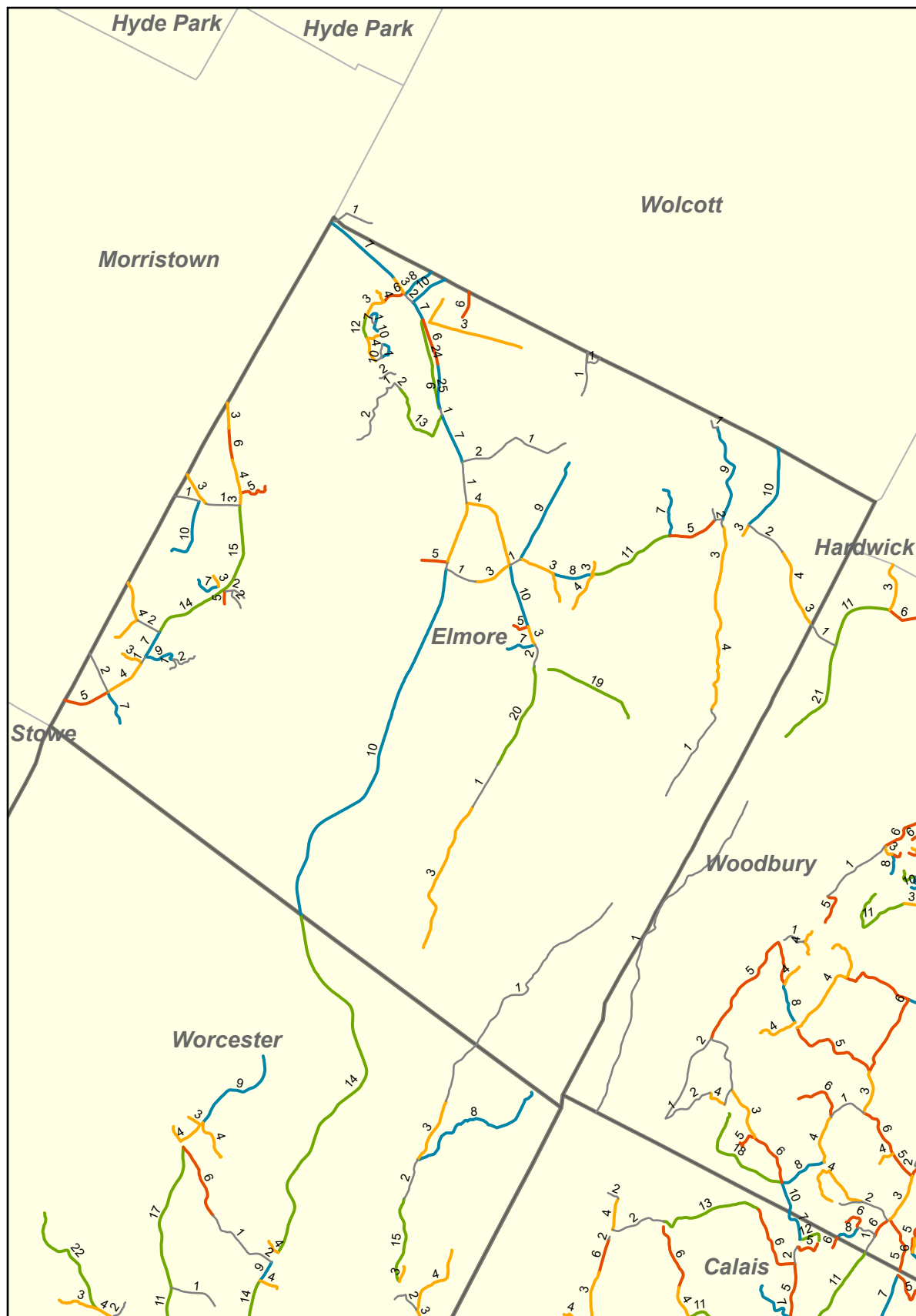
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Sites/Road Segment





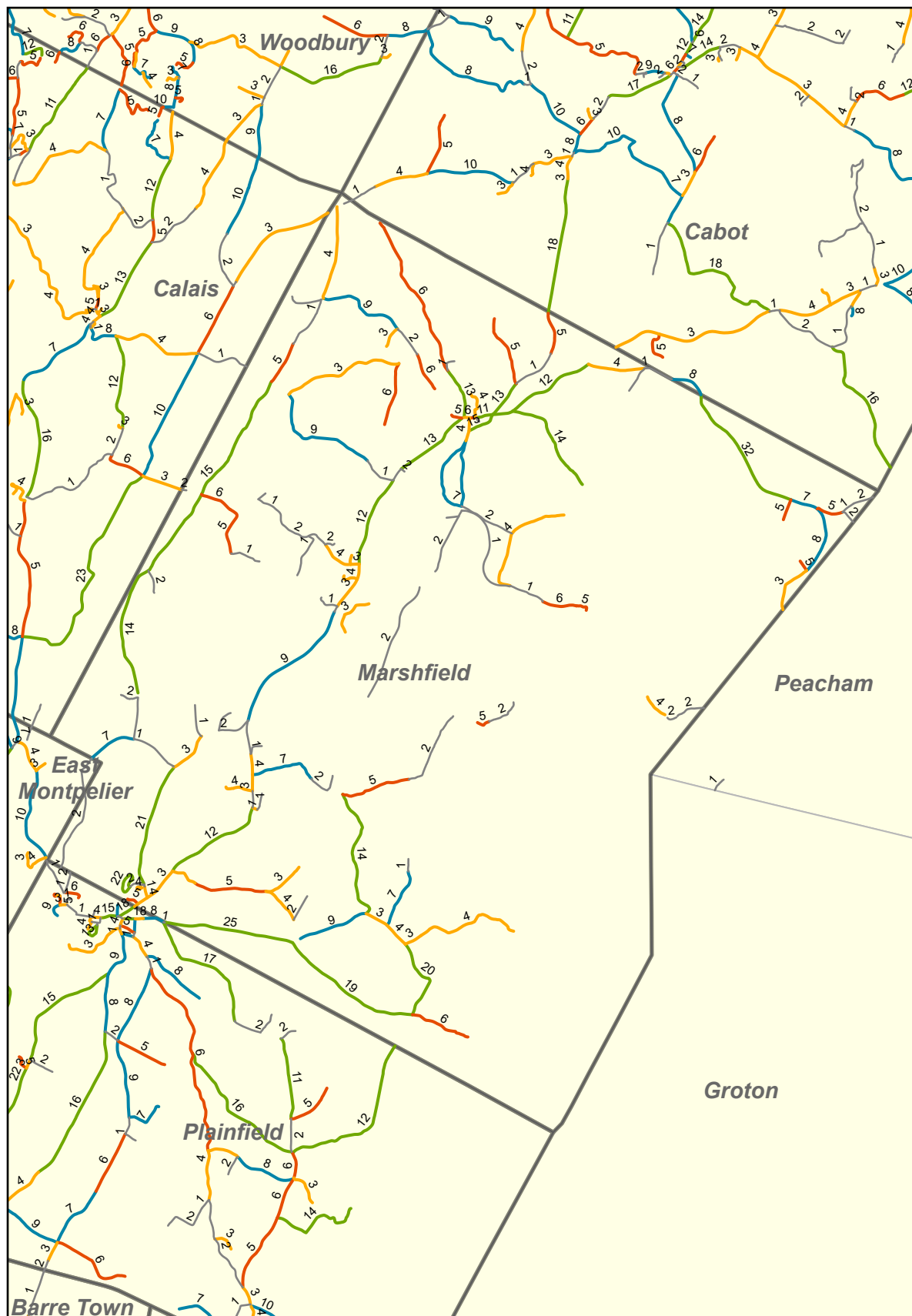
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Sites/Road Segment

- ≤ 2
- ≤ 4
- ≤ 6
- ≤ 10
- ≤ 80

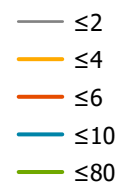


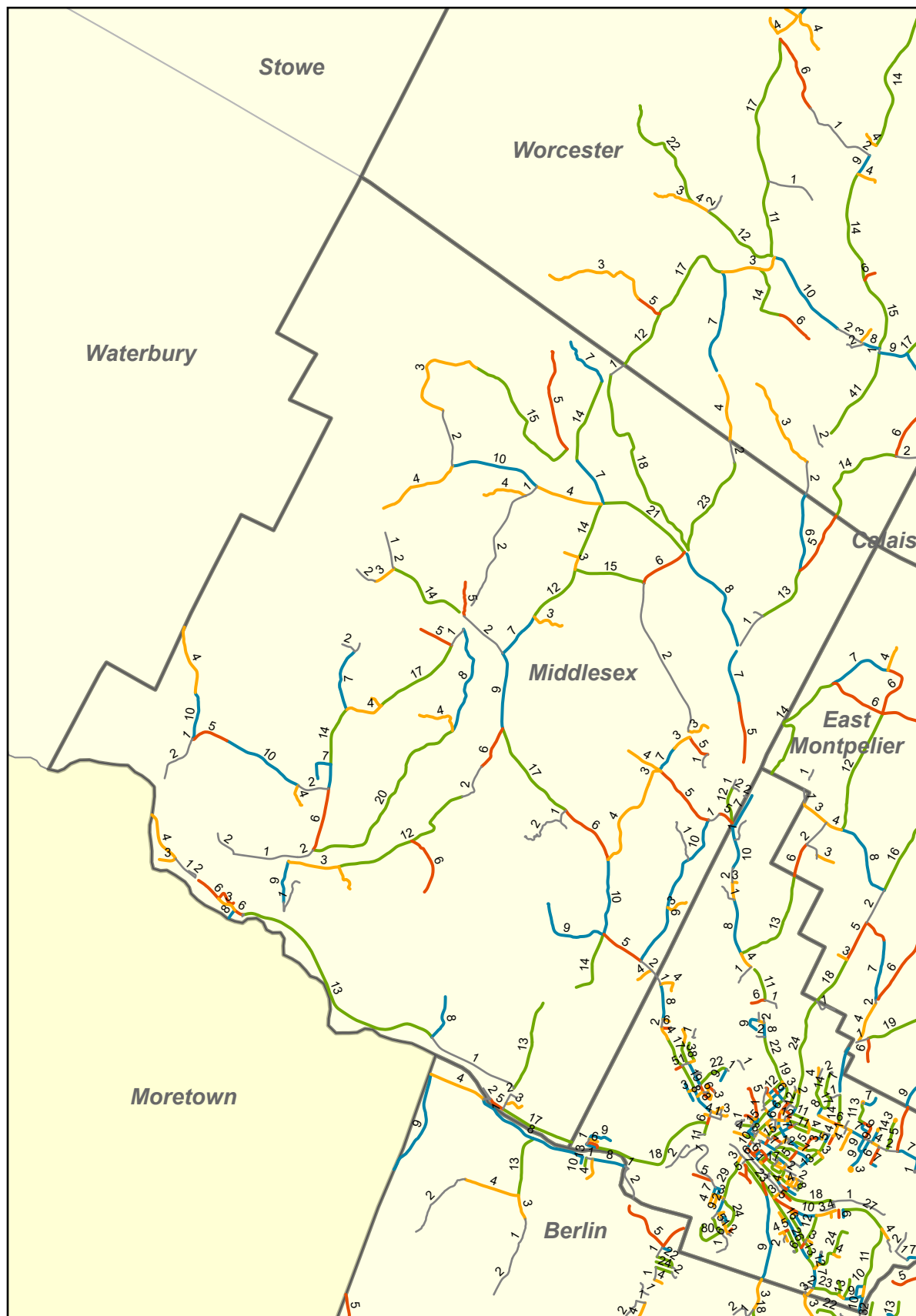
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Sites/Road Segment



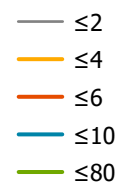


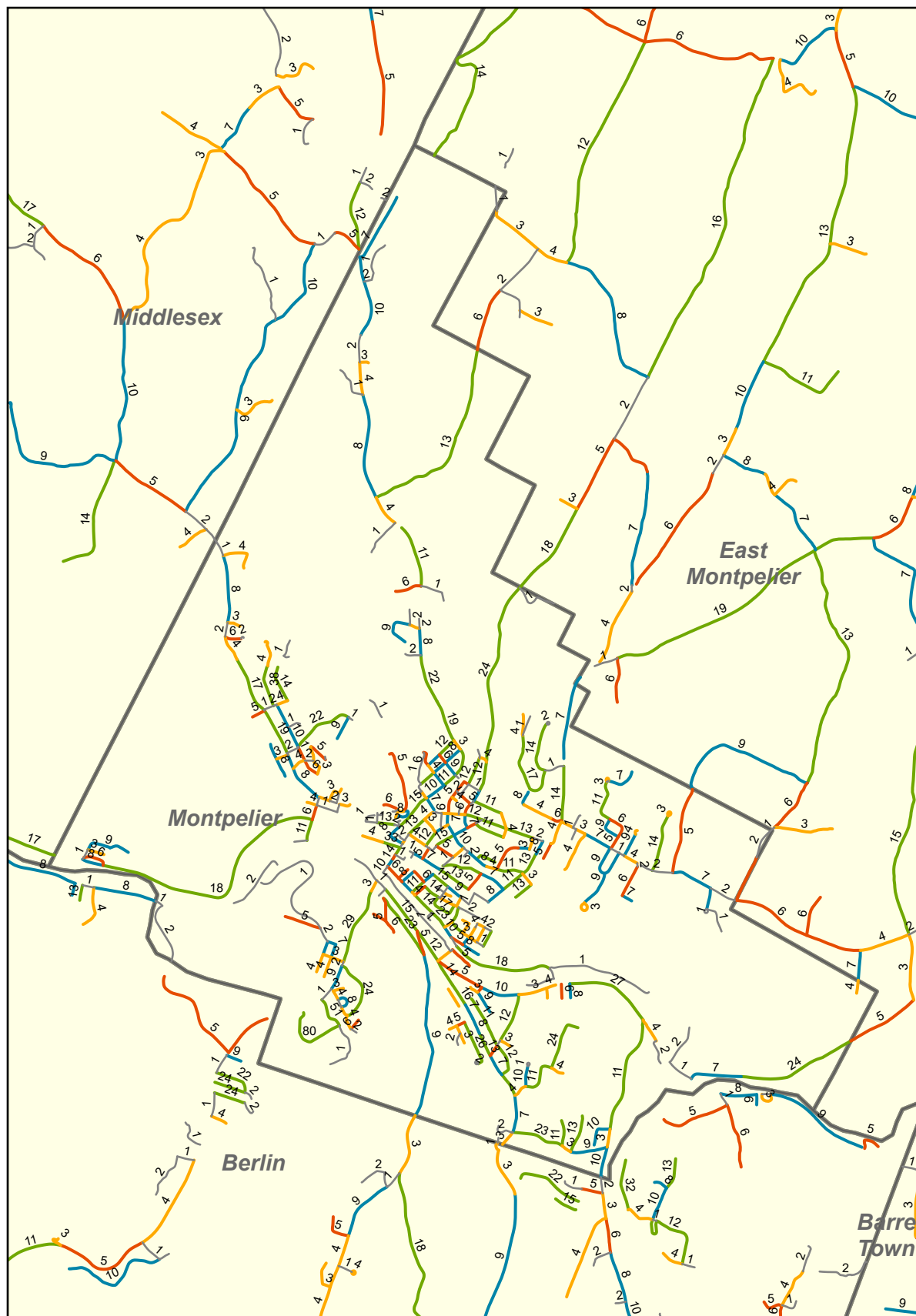
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Sites/Road Segment





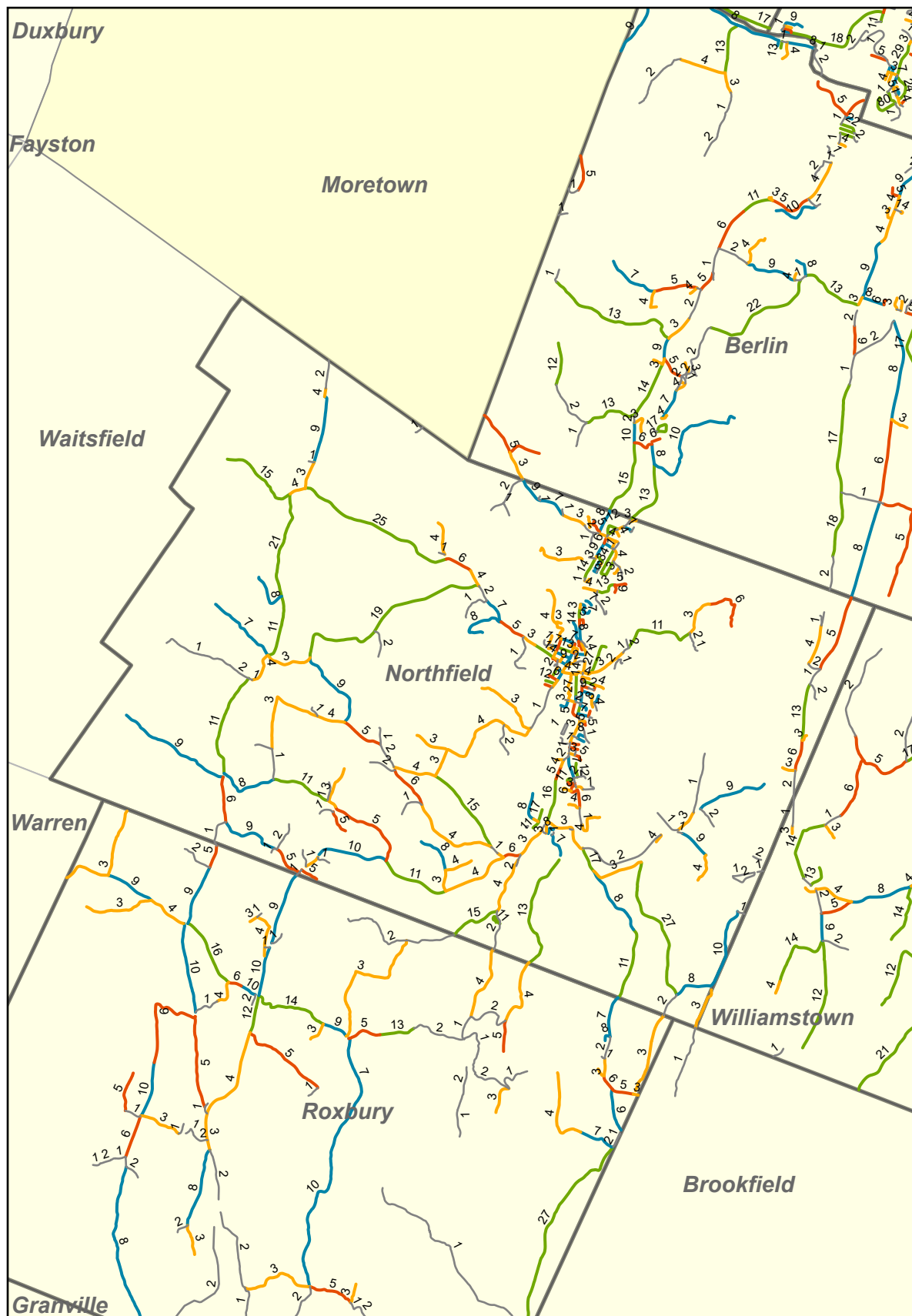
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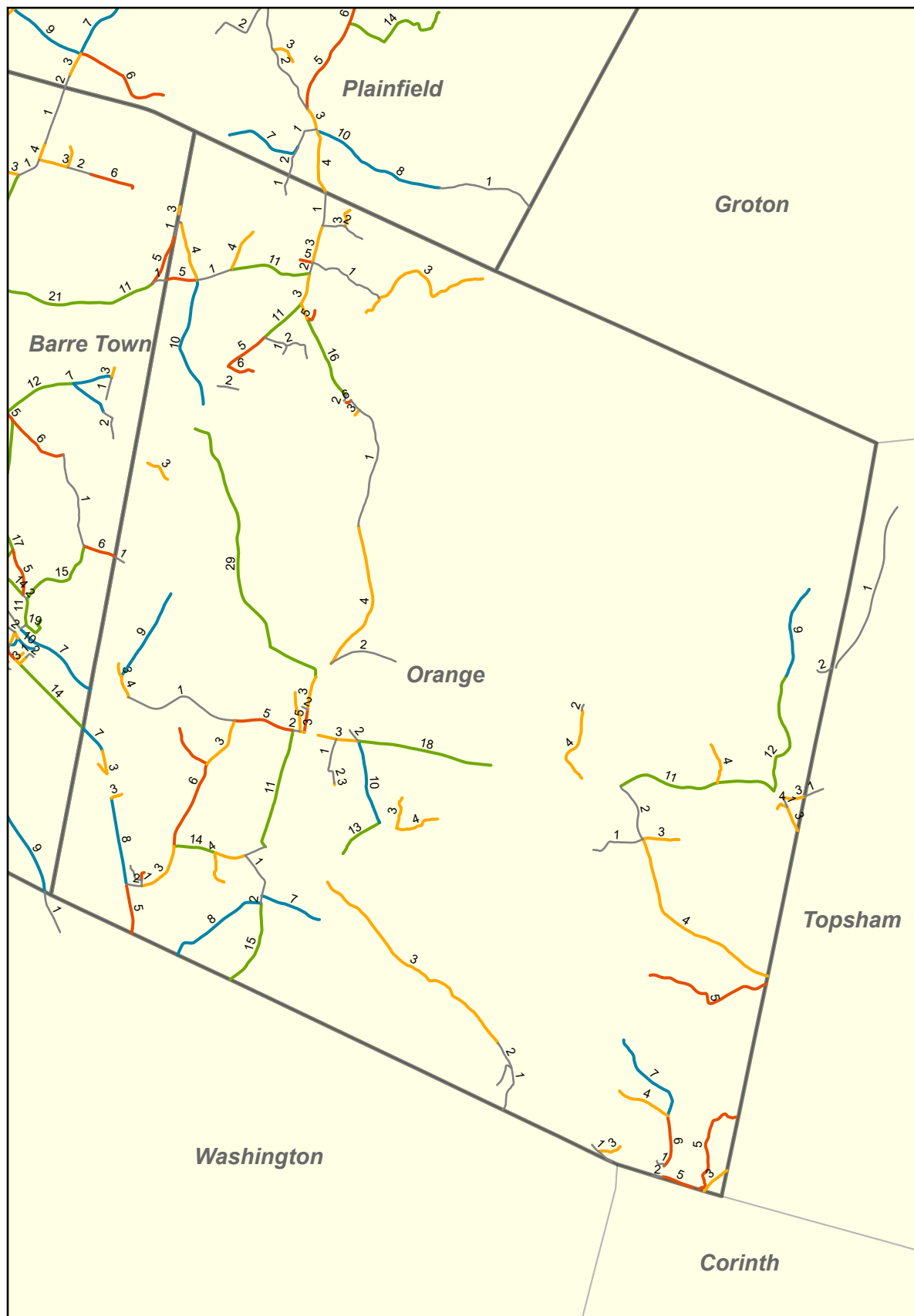
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September 4, 2018

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Sites/Road Segment

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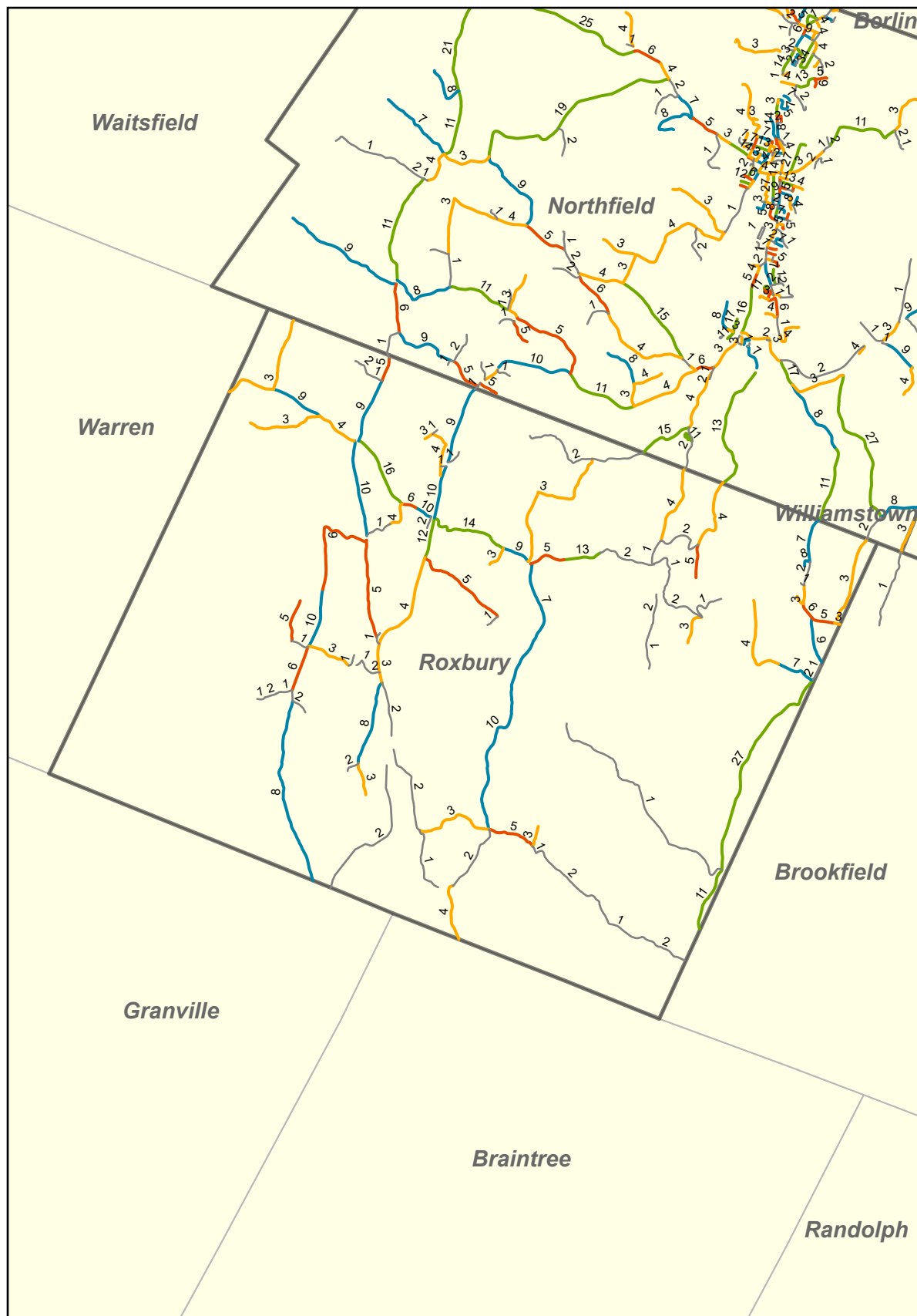
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Sites/Road Segment

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- ≤ 80



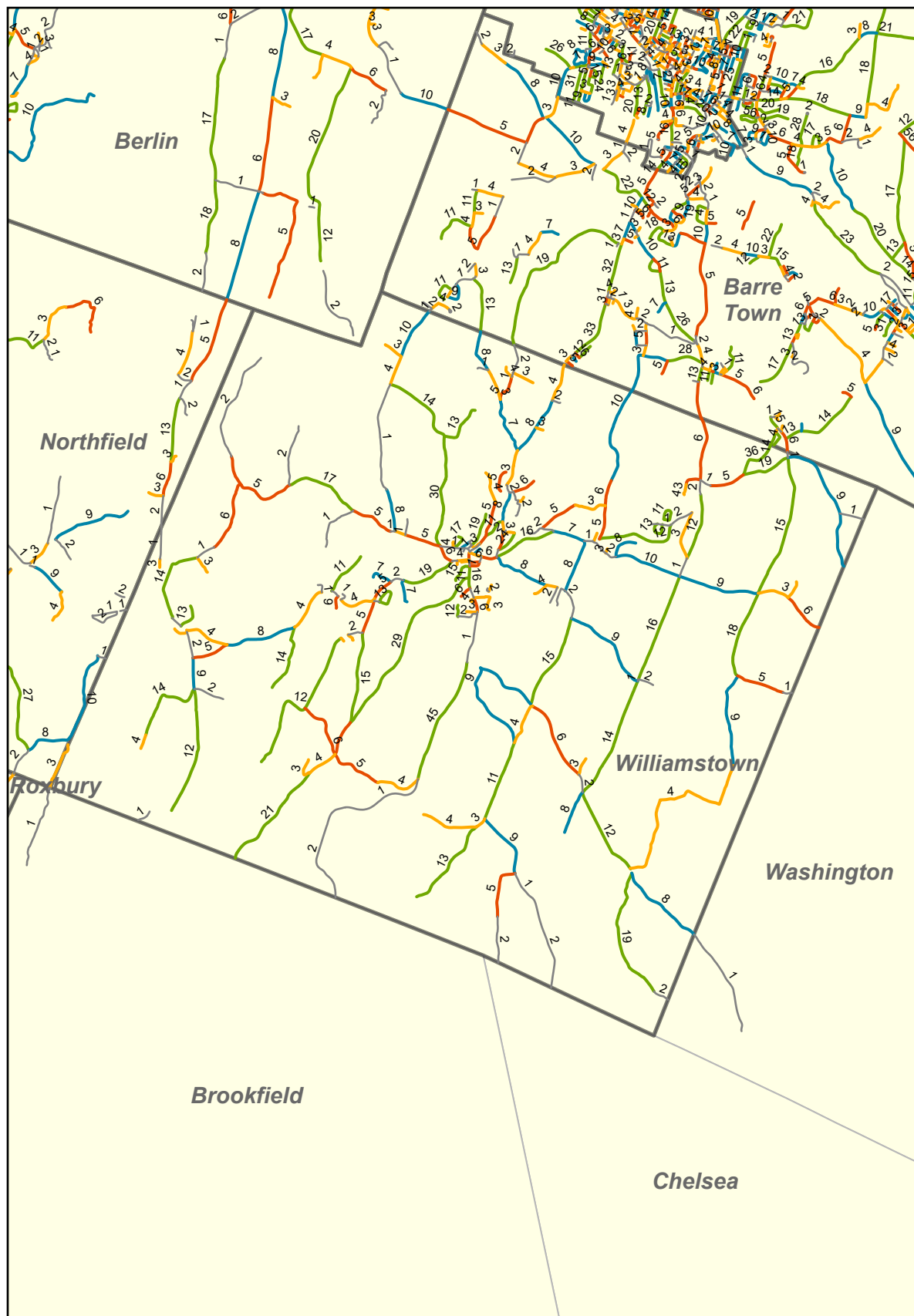
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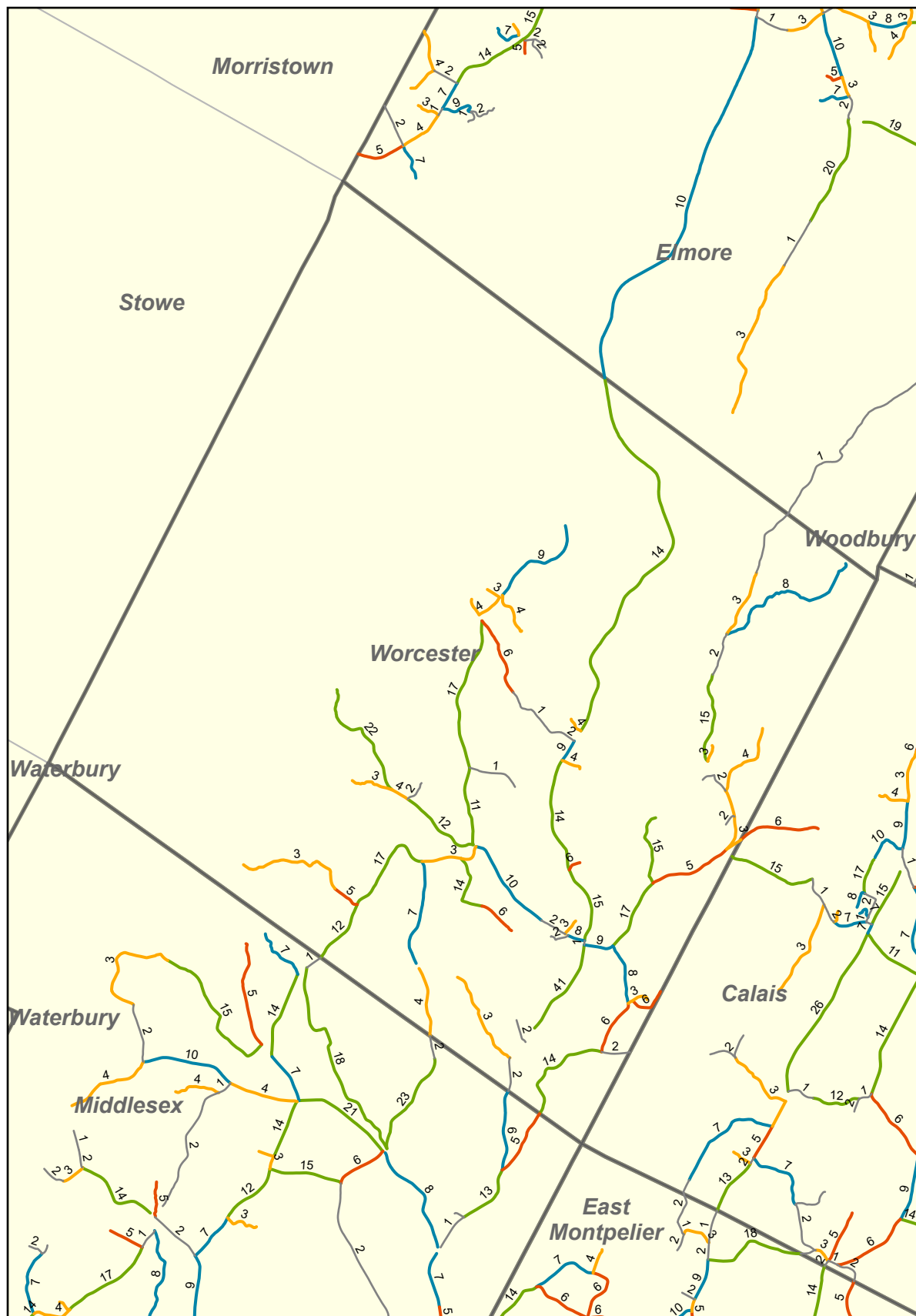
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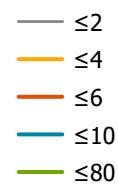


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Sites/Road Segment



Appendix D State of Vermont Terms and Conditions

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ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017

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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. 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 with regard to 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: 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.

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.

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.

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: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations Personal

Injury Liability Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

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

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

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 the 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. 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. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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).

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 ("Location of State Data"); 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. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement 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 lock-outs) (“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 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 at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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 granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-

133. For fiscal years ending on or after December 25, 2015, 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 (COSO).

- 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 \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 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)