

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000304396
ENA Services LLC
618 Grassmere Park Drive, Ste 12
Nashville TN 37211
United States

Contract ID 0000000000000000000028347	Page 1 of 3	
Contract Dates 07/01/2015 to 06/30/2019	Origin CPS	
Description: CPS-BROADBAND ACCESS	Contract Maximum \$0.00	
Buyer Name Stephen A Fazekas	Buyer Phone 	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		To receive telecommunications connectivity on a very favorable terms as part of what is know as the E-Rate program created by the FCC and funded by portions of the federal Universal Service Fund. http://www.usac.org/sl/default.aspx	JOB	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

- Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State" or "Owner"), and ENA SERVICES, LLC, with a principal place of business in Nashville TN, (hereafter called Contractor). Contractor's form of business organization is an LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is services generally on the subject of broadband access under the federal e-rate program. Services to be provided by the contractor are described in Attachment A.
- Maximum Amount.** In consideration of the services to be performed by Contractor, the Owner agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$0.00.
- Contract Term.** The period of contractor's performance shall begin on July 1, 2015, and end on June 30, 2017, with two renewal options, each option will be for a period of 12 months.
- Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is not required.
 - Approval by the CIO/Commissioner DII is not required.
- Amendment.** This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Owner and Contractor.
- Cancellation.** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

This contract may be canceled by either party by giving written notice at least 45 days in advance.

- Attachments.** This contract consists of 21 pages including the following attachments which are incorporated herein:

ATTACHMENT A: Scope of Work Overview
ATTACHMENT B: Payment Provisions
ATTACHMENT C: Standard State Provisions for Contracts and Grants, a preprinted form (revision dated 09/02/2014)

- Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

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10.		Confidential Information. Any and all information, the release of which is prohibited by state or federal law or regulation or which is subject to the protection of the Family Education Rights and Privacy Act (FERPA) obtained by the contractor in the performance of this contract constitutes confidential information. The Contractor shall not use or disclose any confidential information except as specifically permitted or required by this contract or as required by law.				

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas
Technology Procurement Administrator
E-Mail: Stephen.Fazekas@vermont.gov
Phone:802-828-2210
Fax:802-828-2222

Contract Term: THE STATE IS ELECTING TO EXERCISE ITS FIRST OPTION TO EXTEND THE CONTRACT, WHEREVER SUCH REFERENCE APPEARS IN THE CONTRACT, SHALL BE CHANGED FROM JUNE 30, 2017 TO JUNE 30, 2018.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO 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 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](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT)

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs); CONTRACTOR IS UNDER NO 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 AS OF THE DATE OF THIS AMENDMENT.

*****AMMENDMENT 2*****

Contract Term: THE STATE IS ELECTING TO EXERCISE ITS SECOND OPTION TO EXTEND THE CONTRACT, WHEREVER SUCH REFERENCE APPEARS IN THE CONTRACT, SHALL BE CHANGED FROM JUNE 30, 2018 TO JUNE 30, 2019.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR 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

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____
 Signature: e-Signed by Jennifer Fitch
 on 2017-11-29 14:52:55 GMT
 Name: Christopher Cole

Title: BGS Commissioner
 Email: _____

By the CONTRACTOR

Date: 11/27/17
 Signature: Ward Chaffin
 Name: Ward Chaffin

Title: Dir. of Finance
 Email: wchaffin@ena.com