



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Daniel Dickerson, Fiscal Analyst
Date: August 27, 2019
Subject: Grant Request – JFO #2971

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #2971 – \$56,500 from the Northern Border Regional Commission in Concord, NH to the VT ACCD Department of Economic Development. The department will utilize the funding to charge our regional development corporations with the creation of a Community Improvement Plan – a new statewide prioritization of community and economic development projects that hinge on unidentified gap funding. The grant will support staff time needed in each of the regional development corporations to:

- Gather information about community and economic development projects in their regions that have funding gaps.
- Convene regional partners (regional planning commissions, municipal leaders, their own boards, state leaders, and the general public) in a prioritization process.
- Produce a project list that prioritizes at least the top 10 community and economic development projects from the region.

The state will specifically ask for projects that support business retention and expansion, encourage job creation and expand access to high-speed broadband.

[JFO received 8/22/19]

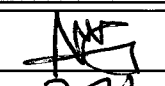
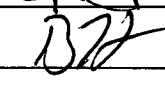
Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by September 10, 2019, we will assume that you agree to consider as final the Governor's acceptance of these requests.

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

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|--|
| RECEIVED Agency of Administration AUG 22 2019 JOINT FISCAL OFFICE |
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STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

| | | | | | |
|---|--------------|---|-----------------------------|--------------|-----------------|
| Grant Summary: | | To work with RDCs to create a Community Improvement Plan. | | | |
| Date: | | 8/5/2019 | | | |
| Department: | | ACCD Dept. of Economic Development 7120010000 | | | |
| Legal Title of Grant: | | Northern Border Regional Development | | | |
| Federal Catalog #: | | 90.601 | | | |
| Grant/Donor Name and Address: | | Northern Border Regional Commission, 53 Pleasant Street, Suite 1201, Concord NH 03301 | | | |
| Grant Period: | From: | 7/1/2019 | To: | 6/30/2020 | |
| Grant/Donation | | \$56,500 | | | |
| | SFY 1 | SFY 2 | SFY 3 | Total | Comments |
| Grant Amount: | \$56,500 | \$ | \$ | \$ | |
| Position Information: | | # Positions | Explanation/Comments | | |
| | | 0 | | | |
| Additional Comments: | | No match required. | | | |
| Department of Finance & Management | |  | | (Initial) | |
| Secretary of Administration | |  | | (Initial) | |
| Sent To Joint Fiscal Office | | | | Date | |
| | | | | | |

8/5/19



RECEIVED
MAY 12 1968
JOINT FISCAL OFFICE



Department of Economic Development
Agency of Commerce and Community Development

To: Jason Aronowitz, Dept. of Finance and Management
CC: Lisa Allard, Joan Goldstein
From: Ted Brady, Deputy Secretary, Agency of Commerce and Community Development
Re: Northern Border Regional Commission
Date: July 19, 2019

Enclosed please find an AA-1 Form to receive funding of \$56,500 from the Northern Border Regional Commission as part of a NBRC capacity grant pilot program aimed at increasing member states' ~~economic development capacity~~. The NBRC Governors' alternates approved the attached workplan during the May 2019 meeting.

ACCD and the Department of Economic Development will utilize these funds to assist in the marketing and administration of the \$3.4 million in NBRC grants Vermont will receive in 2019, to work with the state's regional development corporations to compile a statewide community and economic development project prioritization list, and to carry out other economic development activities as necessary.

I have enclosed the following:

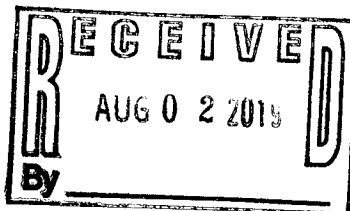
- An AA-1
- Federal Notice of Award (NOA) & Grant Agreement Between NBRC and ACCD
- Scope of Work as approved by NBRC

Please let me know if you need any additional information.

Thank you.

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

| BASIC GRANT INFORMATION | | | | |
|--|---|----------------|------------|-----------|
| 1. Agency: | Agency of Commerce and Community Development | | | |
| 2. Department: | Department of Economic Development | | | |
| 3. Program: | Northern Border Regional Commission | | | |
| 4. Legal Title of Grant: | Northern Border Regional Development | | | |
| 5. Federal Catalog #: | 90.601 | | | |
| 6. Grant/Donor Name and Address: | Northern Border Regional Commission 53 Pleasant Street Suite 1201 Concord, NH 03301 | | | |
| 7. Grant Period: | From: | 7/1/2019 | To: | 6/30/2020 |
| 8. Purpose of Grant: | ACCD will use a FY2019 State Capacity Pilot Grant in the amount of \$56,500 to charge our regional development corporations with the creation of a Community Improvement Plan – a new statewide prioritization of community and economic development projects that hinge on unidentified gap funding. | | | |
| 9. Impact on existing program if grant is not Accepted: | NBRC grants and other federal and state funding administered by the Agency may not reach the most needy and impactful projects resulting in poor program performance. | | | |
| 10. BUDGET INFORMATION | | | | |
| | SFY 1 | SFY 2 | SFY 3 | Comments |
| Expenditures: | FY 2020 | FY | FY | |
| Personal Services | \$ | \$ | \$ | |
| Operating Expenses | \$ | \$ | \$ | |
| Grants | \$56,500 | \$ | \$ | |
| Total | \$56,500 | \$ | \$ | |
| Revenues: | | | | |
| State Funds: | \$ | \$ | \$ | |
| Cash | \$ | \$ | \$ | |
| In-Kind | \$ | \$ | \$ | |
| Federal Funds: | \$ | \$ | \$ | |
| (Direct Costs) | \$56,500 | \$ | \$ | |
| (Statewide Indirect) | \$ | \$ | \$ | |
| (Departmental Indirect) | \$ | \$ | \$ | |
| Other Funds: | \$ | \$ | \$ | |
| Grant (source) | \$ | \$ | \$ | |
| Total | \$56,500 | \$ | \$ | |
| Appropriation No: | 7120010000/Fund 22005 | Amount: | \$56,500 | |
| | | | \$ | |
| | | | \$ | |



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

| | | |
|--------------|--|-----------------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| Total | | \$56,500 |

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Joan Goldstein Agreed by: _____ (initial)

| 12. Limited Service Position Information: | # Positions | Title |
|---|-------------|-------|
| | 0 | N/A |
| | | |
| | | |
| Total Positions | | |

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: *[Signature]* Date: 8/2/19
 Title: Joan Goldstein

Signature: *[Signature]* Date: 7/19/19
 Title: Ted Brady

14. SECRETARY OF ADMINISTRATION

Approved: _____ (Secretary or designee signature) Date: 8/6/19

15. ACTION BY GOVERNOR

Accepted Rejected
 (Governor's signature) Date: 8/13/19

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|---|--|
| <input checked="" type="checkbox"/> Request Memo <input type="checkbox"/> Dept. project approval (if applicable) <input checked="" type="checkbox"/> Notice of Award <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Grant Budget | <input type="checkbox"/> Notice of Donation (if any) <input type="checkbox"/> Grant (Project) Timeline (if applicable) <input type="checkbox"/> Request for Extension (if applicable) <input type="checkbox"/> Form AA-1PN attached (if applicable) |
|---|--|

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency.

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

department, commission, board, or other part of state government (see 32 V.S.A. §5).

Northern Border Regional Commission
Vermont State Capacity Grant Pilot Program
Statement of Work Federal Fiscal Year 2019
June 7, 2019

Request: \$56,500

The State of Vermont proposes utilizing a FY2019 State Capacity Grant in the amount of \$56,500 to charge our regional development corporations with the creation of a Community Improvement Plan – a new statewide prioritization of community and economic development projects that hinge on unidentified gap funding. The state’s 12 regional development corporations serve as extensions of the Vermont Agency of Commerce and Community Development, providing businesses with technical assistance, financing, workforce development support, and space.

The Agency will distribute the \$56,500 to the regional development corporations through subgrants, coordinated with the Agency’s state general fund grants to the organizations in the last quarter of federal FY19. The additional funding will enable the Agency to add this responsibility to the RDCs, which otherwise would not have the capacity to undertake this request.

Funding will be used for staff time in each of the regional development corporations to:

- 1) Gather information about community and economic development projects in their regions that have funding gaps. This information should include project budgets (especially project budget gaps), executive summaries, and detailed information about project status.
- 2) Convene regional partners (regional planning commissions, municipal leaders, their own boards, state leaders) in a prioritization process that includes input from the general public.
- 3) Produce a project list that prioritizes at least the top 10 community and economic development projects from the region.

The State of Vermont will use these regional lists to create a Statewide Community Improvement Plan that will serve as a guide for prioritizing state and federal investments. The plan will be loosely based on the format and process that the state’s Transportation Improvement Plan utilizes. The Agency intends to seek additional state funding from the Legislature in the coming years once the process and list is developed.

The state will specifically ask for projects that support business retention and expansion, create programs that encourage job creation and workforce development in eligible counties, expand access to high-speed broadband, and implement new or innovative economic development practices. Infrastructure projects that have access all known federal funding sources will be prioritized.

Budget: \$56,500

Grants: \$56,500 (12 grants)

Reporting: The Regional Development Corporations will be monitored by state performance grants that

include specific reporting requirements. These requirements shall include:

- 1) A coordination meeting between RDCs and the Agency of Commerce and Community Development to identify the needed information for each project and project criteria.
- 2) Demonstration of community-wide engagement through newsletters, public meetings, and convenings to solicit the creation of the list of projects.
- 2) Demonstration of a fair and neutral process to prioritize the list of projects that includes input from regional planning commissions.
- 3) Provide a list of prioritized projects with budgets, executive summaries, and demonstration of the needed gap in a standard format by December 15, 2019.

The Agency of Commerce will provide the NBRC with these lists and utilize these lists in the FY20 State EID grant round – awarding priority points to projects on the list.



Northern Border Regional Commission

July 31, 2019

Vermont Agency of Commerce and Economic Development
Tim Tierney, Economic Development Director
1 National Life Drive, David Building, 6th Floor
Montpelier, VT 05620

Mr. Tierney,

Congratulations!

On July 24th, 2019 the Northern Border Regional Commission approved a grant to the Vermont Agency of Commerce and Economic Development in the amount of \$56,500.

Please find attached, your grant agreement. Please have this signed and returned as soon as possible.

If you have questions regarding the grant program and how to apply in the future contact NBRC program staff or Rich Grogan, NBRC Executive Director at 603-369-3001 (admin@nbrc.gov).

I wish you much success in your work going forward,

Harold B. Parker
Federal Co-Chairman
Northern Border Regional Commission
53 Pleasant Street
Suite 1201
Concord, NH 03301



**Northern Border
Regional Commission**

**Grant Agreement
Between
Northern Border Regional Commission (NBRC)**

**And
State of Vermont, Agency of Commerce and Economic
Development**

July 24, 2019

NBRC Grant Agreement Number: NBRC19SCVT-Pilot

Project Title: Community Improvement Plan

| | |
|--|---|
| <p>Grantee/Recipient: Vermont Agency of Commerce and Economic Development Authorized Official: Tim Tierney 1 National Life Drive, David Building 6th Floor, Montpelier, VT 05620 802-505-5496 Tim.tierney@vermont.gov</p> | <p>Grantor: Northern Border Regional Commission Contact: Christine Frost 53 Pleasant Street, Suite 1201, Concord, NH 03301 603-369-3001 x2 admin@nbrc.gov www.nbrc.gov</p> |
| <p>Co- Recipient: N/A</p> | <p>Local Development District: N/A</p> |
| <p>Contact:</p> | <p>Contact:</p> |
| | |
| | |
| <p>State Contact: N/A</p> | |
| | |
| | |

| | |
|---|---|
| Grantee's Employer Identification Number (EIN): | 03-6000264 |
| Grantee's DUNS Number: | 809800667 |
| Date of Award: | 7/24/2019 |
| Date of Amendments | N/A |
| Total Project Amount: | 56,500 |
| Amount of Federal NBRC Funds Awarded: | 56,500 |
| Total Other Funds/Match: | 0 |
| Payment Rate: | 100% |
| CFDA Number and Name: | #90.601 /Economic and Infrastructure Development Grant Program |
| Project Description: | Gather information/Planning |
| Infrastructure Award: | N/A |
| Approved Indirect Cost Rate: | N/A |
| Period of Performance: | 7/24/19-9/31/19 |
| Project Scope: | See Attachment A |

Grant Provisions

- I. **STATEMENT OF PURPOSE**—This agreement incorporates by reference the recipient’s proposal properly submitted in accordance with NBRC procedures on or before May 10, 2019. The agreement implements a grant/investment made under authorities of Northern Border Regional Commission to provide funding to the Grantee/Recipient and/or the Co-Recipient. Any other recipient of funding shall be funded through an award of a contract or subgrant. The scope of work included within the recipient’s proposal constitutes the Grant Agreement purpose. To the extent that this agreement conflicts with the incorporate proposal, the agreement shall govern.
- II. **ORDER OF PRECEDENCE**—This grant agreement is subject to multiple sources of federal policy. Any conflict between or among these sources shall be resolved using the following order of precedence:
- a. Federal statutes, including 40 USC Subtitle 5;
 - b. Federal regulations including but not limited to 2 CFR 25, 170, 180, 182, and 200
 - c. This Agreement
 - d. The most recent NBRC Grant Investment Manual

For ease of adoption and clarity, this agreement contains references to specific regulatory provisions that the recipient is required to follow. By signing this agreement, the recipient acknowledges that it has received either paper copies or electronic links to the provisions cited.

- III. **FEDERAL AGENCY RESPONSIBILITIES**—NBRC has overall responsibility for agency awarded funds including providing oversight for programmatic, financial, and administrative performance. The Federal Co-Chair is responsible for all actions on behalf of NBRC including entering, modifying, suspending or terminating this Grant Agreement. NBRC may enforce the terms and conditions of this Grant Agreement utilizing procedures identified in 2 CFR 200.207, 2 CFR 200.338, 2 CFR 200.520, and 2 CFR 180.
- IV. **RECIPIENT RESPONSIBILITIES**—The recipient has full responsibility for the ongoing management of the project or activity supported under the Grant Agreement and for adherence to the federal requirements and Grant Agreement terms documented in this Grant Agreement. Although the recipient is encouraged to seek the advice of NBRC staff concerning the Grant Agreement, that does not diminish the recipient’s responsibility for making prudent and sound judgments under the circumstances prevailing at the time that a decision is made nor does seeking advice shift responsibility for operating decisions to NBRC.

- V. NOTICES—All official notices concerning this Grant Agreement are to be delivered to the designated contact personnel whose names appear on the cover sheet of the Grant Agreement at the address designated. Such notices may be delivered in person, by United States Postal Service, by private deliver service, or electronic mail.
- VI. LIABILITY—Nothing contained in this agreement permits the recipient to assert that it is a part of the United States Government or that the United States Government is liable for any of its actions. The recipient shall hold and save the Government, its officers, agents, and employees harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits for damage sustained by any person or persons or property by virtue of performance of this Grant Agreement.
- VII. SEVERABILITY—If any portion of this agreement is determined to be invalid, the remainder of the agreement remains in effect.
- VIII. DISPUTES AND JURISDICTION—Any dispute arising under this agreement shall initially be addressed through good faith negotiation between the parties. In the case where resolution is not obtainable through those means, either party may bring action in a court of competent jurisdiction.
- IX. STATEMENT OF ASSURANCES (~~SF 424B—Non-construction; SF 424D—Construction~~)—As part of the grant application process, the recipient executed a Statement of Assurances which contains a listing of numerous federal laws, executive orders, and regulations which may apply by their terms to this Grant Agreement. This list is incorporated by reference and attached as Appendix B of this agreement.
- X. SUSPENSION AND DEBARMENT (2 CFR 180)—The recipient certifies, in accordance with 2 CFR 180.335, that neither it nor any of its principals is suspended or debarred from doing business with the Federal Government because of conditions covered under 2 CFR 180.
- XI. DRUG-FREE WORKPLACE (2 CFR 182)- Recipient must comply with the drug-free workplace regulations.
- XII. HATCH ACT (5 CFR 900)—The Hatch Act restricts the political activity of executive branch employees of the Federal Government and state or local officers or employees whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency.
- XIII. STEVENS AMENDMENT (PL 100-463) – SEC. 511. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- XIV. **USE OF FEDERAL AGENCY AGREEMENT NUMBER** - The assigned NBRC Grant Agreement Number as listed for this Grant Agreement must appear on all correspondence and financial claims and other official communication in connection with the Grant Agreement.
- XV. **OBLIGATION OF FEDERAL FUNDS**—The total amount of federal funds obligated under this Grant Agreement is listed on page 2 of this Agreement as: “Amount of Federal NBRC Funds Awarded”. No claims above this amount will be honored by NBRC. The following items are required to be filed with NBRC no later than September 1, 2019:
- a. A signed copy of this Grant Agreement
 - b. Completed SF3881 - Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form.

NOTE: UNLESS ALTERNATIVE ARRANGEMENTS ARE ESTABLISHED, FAILURE TO RETURN THIS SIGNED AGREEMENT AND ACH FORM BY THE DEADLINE IDENTIFIED COULD LEAD THE FEDERAL CO-CHAIR OR CONGRESS'S DESIGNEE TO ASSIGN THE FUNDS TO OTHER PRIORITY PROJECTS WITHIN YOUR STATE.

- XVI. **NOTICE TO PROCEED**—No work may begin on this project until an official Notice-to-Proceed issued by NBRC. Further, no documented non-federal matching or invoices generated by the recipient will be considered valid charges until the Notice-to-Proceed is issued by NBRC. The following items must be submitted to NBRC or completed prior to issuance of a Notice-to-Proceed:
- a. Completed Standard Form 3881 (Automated Clearinghouse (ACH) Vendor/Miscellaneous Payment Enrollment Form)
 - b. Signed Grant Agreement
 - c. Documentation of non-NBRC matching funds with coversheet listing the total amount of funding and each funding source.
 - d. Participation in a one-hour orientation meeting with NBRC
- XVII. **PAYMENT PROCEDURES**— In order to receive payments, the recipient must electronically submit a Standard Form 270 (Request for Advance or Reimbursement) to NBRC for the applicable period address: admin@nbrc.gov. NBRC will review and process the request and will make payments based on the methods permitted under 2 CFR 200.305. Generally, because of the nature of NBRC funded projects, the reimbursement method is chosen.
- XVIII. **DISCLOSURES**—In accordance with 2 CFR 200.113, the recipient will immediately disclose to NBRC any violations of federal criminal statutes (18 USC) involving fraud, bribery or gratuity violations.
- XIX. **REPORTING**

- a. **QUARTERLY PERFORMANCE REPORTING**—The recipient is required to provide quarterly progress reports using the Performance Progress Report (SF-PPR) according to the following schedule:
- i. Reporting Period: (Quarter 1) October 1 - December 31 - **Report Due January 31**
 - ii. Reporting Period: (Quarter 2) January 1 - March 31 - **Report Due April 30**
 - iii. Reporting Period: (Quarter 3) April 1 - June 30 - **Report Due July 30**
 - iv. Reporting Period: (Quarter 4) July 1 - September 30 - **Report Due October 30**
 - v. Progress reports are required even if no activity has taken place during the quarterly period. A final performance report covering the entire project must be submitted not later than 90 days after the end of the performance period. No payment requests will be processed unless progress reports are up to date.
- b. **FINANCIAL REPORTS**—In accordance with 2 CFR 200.327, a completed Federal Financial Report (Standard Form 425) is required within 30 days after the end of the federal fiscal year (i.e. by October 30). In addition, a final Standard Form 425 must be submitted within 90 days after the performance period ends. No payment requests will be processed unless financial reports are up to date.
- c. **FFATA REPORTING**—In accordance with the Federal Funding Accountability and Transparency Act and regulations at 2 CFR 170, the recipient must comply with the reporting requirements of those policies whenever it makes a subaward obligation of more than \$25,000.
- d. **PERFORMANCE MEASURES**—The recipient agrees to report on program performance measures and outcomes as part of its final progress report, and three years after the final progress report using the Government Performance and Results Act (GPRA) information collection document. The measures and outcomes that apply to this Grant Agreement are:
- i.
- e. **OTHER REPORTING**—The recipient will submit the following additional reports at the end of the project:
- i. A video of no more than three minutes in duration describing the project results must be submitted with the final progress report.
 - ii. An inventory of any equipment purchased as part of the project must be submitted with the final progress report. Equipment is defined as an item of tangible personal property having a useful life of more than one year and a unit cost of more than \$5,000. A depreciation schedule may be used for determination of fair market value.
 - iii. Standard Form 429A concerning any real property purchased as well as any recorded deed restrictions associated with the property must be submitted with the final progress report. Any leases of real estate developed as part of the project must also be submitted at that time.

XX. **APPROVED BUDGET**—The total budget for this project is established through Attachment B.

- XXI. PROGRAMMATIC AND BUDGETARY CHANGES—Under 2 CFR 200.308(f), NBRC exercises its option to restrict cumulative transfers among direct cost categories or programs, functions, or activities to ten (10) percent of the total budget as last approved whenever it has designated the recipient as subject to special conditions pursuant to 2 CFR 200.207.
- XXII. NON-NBRC SHARE—Prior to issuance of a Notice-to-Proceed and any disbursement of grant payment, the recipient must identify the total project costs including any required matching share. Failure to satisfy any requirement for non-NBRC match by the conclusion of the project may lead to disallowance of federal funds already drawn and spent.
- XXIII. PROGRAM INCOME—If program income is earned as a result of expenditures under this Grant Agreement, it must be spent on allowable eligible costs of the project and must be disbursed prior to draw down of additional federal funds. Under this Grant Agreement, program income will be applied under the deductive alternative described in 2 CFR 200.307.
- XXIV. SUBAWARDS—Subawards of federal financial assistance are awards to lower tier organizations that assist them in carrying out a public program. Pursuant to 2 CFR 200.308(c), NBRC approval is required for the recipient to subaward a portion of the funds under this Grant Agreement. Prior to making the subaward, the recipient must, using the criteria identified in 2 CFR 200.330, make a case-by-case determination that the nature of activity being carried out constitutes a subaward and that the entity to which the subaward is to be made is an eligible entity under the NBRC authorizing legislation (i.e., a state or local government, Indian tribe, or public or private organization described in Section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under Section 501(a) of that code. The recipient must prepare a subaward agreement to govern the programmatic and administrative activities of the subrecipient. The subaward agreement must contain the data elements identified in 2 CFR 200.331(a) (See Attachment C) and incorporate applicable provisions of this agreement including those identified in the applicable Statement of Assurances (SF 424B or SF 424D). The recipient shall carry out mandatory oversight and enforcement actions as outlined in 2 CFR 200.331(d) and (f) and may carry out discretionary oversight actions as outlined in 2 CFR 200.331(e).
- XXV. PROCUREMENT—Procurement of goods and services will be carried out following the recipient's own procurement procedures provided they meet the minimum standards established in 2 CFR 200.317-326 and Appendix II of 2 CFR 200. Methods of procurement must conform to procedures identified in the recipient's own procurement procedures and those identified in 2 CFR 200.320 and OMB memo 18-18. Northern Border Regional Commission has not instituted an approval process for thresholds higher than \$10,000 for micro-purchases. The recipient must take all affirmative steps identified in 2 CFR 200.321 to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and utilized when possible. The recipient must develop and maintain a code of conduct for officers, employees, and agents which prohibits financial and familial conflict of interest and curtails solicitation or acceptance of gratuities in accordance with 2 CFR 200.318(c).

- a. This agreement requires that all services necessary for design and engineering phases of the project be discharged by qualified personnel. Contracts for architect and engineering services shall be arranged using the competitive procedures identified in 2 CFR 200.320(d)(5) under which price may not be used as a selection factor. Also, the recipient may not enter into a cost-plus percentage of cost or a cost plus a percentage of construction cost contract.
- b. In accordance with 2 CFR 200.318(b), the recipient will exercise oversight to assure that contractors perform in accordance with the delivery requirements of the contract and that they comply with all terms and conditions. The recipient shall enter into a sound and complete agreement with any contractor which is enforceable in the jurisdiction where the contract is to be performed and which contains the applicable clauses of 2 CFR 200, Appendix II included as Attachment D.

XXVI. PROPERTY TITLE, USE AND DISPOSITION—Title to real property, equipment, and supplies acquired by the recipient using funds from this agreement vests with the recipient. These assets shall be used for their original purposes if they are needed. The following policies apply to the different classes of property identified:

- a. **REAL PROPERTY**—Real property shall be used for its original purpose as long as it is needed. If no longer needed for its original purpose, the recipient must obtain disposition instructions from NBRC. Options available under 2 CFR 200.311(c) are retention, sale, or transfer to a third party. In each case, a settlement of residual financial interests will be made. If real property is retained by the recipient, it shall be treated as being encumbered for a period of 20 years. If the recipient is not a state or local government, such encumbrance will be recorded as a deed restriction and a copy of the restriction must be provided to NBRC no later than the end of the performance period. The recipient must also prepare a Standard Form 429A with respect to each piece of real property acquired and submit a copy of NBRC in accordance with the reporting requirements of this agreement.
- b. **EQUIPMENT**—Equipment as defined in 2 CFR 200.33 is an item of tangible property having a useful life of more than one year and a unit acquisition cost of \$5,000 or more. Equipment may be used for its original purpose as long as it is needed and may be used on other activities of the recipient provided activities under this Grant Agreement receive first priority. However, such equipment is not to be used in a manner that competes unfairly with private commercial firms. An inventory of equipment purchased under the Grant Agreement will be submitted to NBRC at close-out. Items of equipment with a unit fair market value of \$5,000 or less may be retained without compensation to the federal government. Other items of equipment will be subject to disposition instructions as provided in 2 CFR 200.313(c) and include retention, sale, or transfer to a third party. In each case, a financial settlement of residual financial interests will be made.
- c. **SUPPLIES**—Supplies acquired under this Grant Agreement shall be used only for purposes allowed under the Grant Agreement. If a residual inventory of unused

supplies remains at the end of the Grant Agreement that has a fair market value of more than \$5,000 in the aggregate and the supplies are not needed for any other federally financed program, the recipient shall repay NBRC for its share of the fair market value.

XXVII. EMPLOYMENT—The recipient shall use its regular recruitment, hiring, and employment practices consistent with federal, state, and local law including but not limited to various non-discrimination policies which apply because of the status as a federal assistance recipient or as an employer. However, the recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who (1) on the date that NBRC executed this Grant Agreement or within a one period ending on that date served as an officer, attorney, agent, or employee of NBRC and (2) occupied a position or engaged in activities which the Federal Co-chair determines involved discretion with respect to the Grant Agreement by NBRC.

XXVIII. NON-RELOCATION—By signing this agreement, the recipient attests that the NBRC funding is not intended to assist efforts by the recipient to induce the relocation or movement of existing jobs from one geographic region to another in competition for those jobs with the following exception: Financial assistance may be used as otherwise authorized by this subtitle to attract businesses to the region from outside the United States per 40 USC, Subtitle V §15501 (f). If NBRC determines that its assistance was used for such purposes, NBRC reserves the right to pursue appropriate enforcement action including suspension of payment and possible disallowance and recovery of funds from the recipient.

XXIX. COST ALLOWABILITY—Cost charges to this Grant Agreement, whether direct or indirect, will be determined in accordance with Subpart E of 2 CFR 200. These principles apply uniformly to state, local and tribal governments, institutions of higher education, and nonprofit organizations. The principles contain certain general tests of allowability that apply to all types of costs charged to the Grant Agreement and a list of selected items of cost that represent types of cost that are typically encountered by recipients and subrecipients in the course of administering a federal award or types of cost that, by their nature, the federal government refuses to allow. The detailed text of the cost principles identifies which the costs are allowable, which are not allowable, and which are allowable under certain circumstances or allowable. The proposed budget of the award was reviewed by NBRC to determine that the costs that are included therein are allowable. However, if, during the performance of this award, a cost occurs that is not included in the budget, it may still be allowable, based on the language in the cost principles. The recipient should take special care to review the listing contained in 2 CFR 200.407 which identifies costs that require prior approval, under certain circumstances.

XXX. RECORDS RETENTION AND ACCESS—The recipient shall retain all financial and programmatic records that are pertinent to the Grant Agreement. The records shall be retained for at least three years following submission of the final financial and performance reports for the Grant Agreement. If any audit, claim, or litigation started before the expiration of the retention period, the recipient shall retain the records until such matters are fully resolved. If the recipient is subject to any other more rigorous retention period for the records, the records must be retained to meet that requirement. During the period of

retention, the records are accessible to the Comptroller General of the United States, the federal awarding agency, an inspector general, independent auditor performing audits under the Single Audit Act and any of their duly authorized representatives for the purpose of audit, examination, and copying. The rights of access do not expire with the designated retention period but shall last as long as the records are retained.

- a. Records in the hands of the recipient are not subject to disclosure to the general public under the federal Freedom of Information Act. However, any records transmitted to NBRC are subject to that statute. Methods for collection, transmission, and storage of the records shall be consistent with instructions contained in 2 CFR 200.335.

XXXI. AUDIT REQUIREMENTS—The funds made available under this agreement are considered to be a federal award within the meaning of 2 CFR 200.502. Accordingly, the expenditures that the recipient makes from this Grant Agreement count toward meeting the threshold amount of expenditures necessary to trigger an audit pursuant to the Single Audit Act and 2 CFR 200, Subpart F. Thus, if the recipient organization expends more than \$750,000 in covered federal awards during its fiscal year, it will arrange for an independent audit conducted by a qualified auditor or firm. The resulting audit report along with a completed SF-SAC and additional documents identified in 2 CFR 200.511 must be submitted to the Federal Audit Clearinghouse not later than nine (9) months after the end of the recipient's fiscal year. Information about how to accomplish single audit submissions is available at <http://harvester.ceusis/facweb/Default.aspx>.

XXXII. CONTINUING ACCOUNTABILITY—The recipient must assume continuing accountability for several matters that extend beyond the performance period. These include custody and maintenance of property that has been retained, records retention and access for records, and the discretionary right of the federal government to conduct audits and investigations on an as needed basis.



Northern Border Regional Commission

Grant Agreement Between Northern Border Regional Commission (NBRC)

And State of Vermont, Agency of Commerce and Economic Development

July 24, 2019

NBRC Grant Agreement Number: NBRC19SCVT-Pilot

Project Title: Community Improvement Plan

| |
|--|
| |
|--|

Recipient's Authorized Representative Name and Title (print)

| | |
|--|--|
| | |
|--|--|

Recipient's Authorized Representative (signature) *(By signing this document, you affirm that you have read this document and are prepared, and shall maintain the capacity, to carry out all the obligations that come date with these investment funds).*

Harold B. Parker, Federal Co-Chair

NBRC Authorized Representative Name and Title (print)

| | |
|--|--|
| | |
|--|--|

NBRC Authorized Representative (signature)

date

Attachment A



Agency of Commerce and Community Development

National Life Building – Davis Building, 6th Floor

[phone] 802-828-3211

One National Life Drive

[fax] 802-828-3383

Montpelier, VT 05620-0501

accd.vermont.gov

Vermont State Capacity Grant Pilot Program

Page 2

The state will specifically ask for projects that support business retention and expansion, create programs that encourage job creation and workforce development in eligible counties, expand access to high-speed broadband, and implement new or innovative economic development practices – all priorities identified in the state capacity grant program. Infrastructure projects that have accessed all known federal funding sources will be prioritized.

Budget: \$56,500

Grants: \$56,500 (12 grants)

Reporting: The Regional Development Corporations will be monitored by state performance grants that include specific reporting requirements. These requirements shall include:

- 1) A coordination meeting between RDCs and the Agency of Commerce and Community Development to identify the needed information for each project and project criteria.
- 2) Demonstration of community-wide engagement through newsletters, public meetings, and convenings to solicit the creation of the list of projects.
- 2) Demonstration of a fair and neutral process to prioritize the list of projects that includes input from regional planning commissions.
- 3) Provide a list of prioritized projects with budgets, executive summaries, and demonstration of the needed gap in a standard format by December 15, 2019.

The Agency of Commerce will provide the NBRC with these lists and utilize these lists in the FY20 State EID grant round – awarding priority points to projects on the list.



BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|--|-----------------------------|--------------------|-----------------------|--------------------|--------------|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. Vermont State Capacity Grant Pilot Program | 90.601 | \$ [] | \$ [] | \$ 56,500.00 | \$ [] | \$ 56,500.00 |
| 2. | [] | [] | [] | [] | [] | [] |
| 3. | [] | [] | [] | [] | [] | [] |
| 4. | [] | [] | [] | [] | [] | [] |
| 5. Totals | | \$ [] | \$ [] | \$ 56,500.00 | \$ [] | \$ 56,500.00 |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|--|---|-------------------------|-------------------------|-------------------------|--|
| | (1) | (2) | (3) | (4) | |
| 12 Regional Development Corporations | | | | | |
| a. Personnel | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| b. Fringe Benefits | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| c. Travel | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| d. Equipment | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| e. Supplies | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| f. Contractual | <input type="text" value="56,500"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="56,500"/> |
| g. Construction | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| h. Other | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| i. Total Direct Charges (sum of 6a-6h) | <input type="text" value="56,500.00"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | \$ <input type="text"/> |
| j. Indirect Charges | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | \$ <input type="text"/> |
| k. TOTALS (sum of 6i and 6j) | \$ <input type="text" value="56,500.00"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text" value="56,500"/> |
| 7. Program Income | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |

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| SECTION C - NON-FEDERAL RESOURCES | | | | | |
|-----------------------------------|-------------------|---------------|-----------|-------------------|------------|
| | (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS |
| 8. | | \$ | \$ | \$ | \$ |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTAL (sum of lines 8-11) | | \$ | \$ | \$ | \$ |

| SECTION D - FORECASTED CASH NEEDS | | | | | |
|------------------------------------|--------------------|-------------|-------------|-------------|--------------|
| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| 13. Federal | \$ 56,500.00 | \$ | \$ | \$ | \$ 56,500.00 |
| 14. Non-Federal | \$ | | | | |
| 15. TOTAL (sum of lines 13 and 14) | \$ 56,500.00 | \$ | \$ | \$ | \$ 56,500.00 |

| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | | |
|---|-------------------|--------------------------------|------------|-----------|------------|
| | (a) Grant Program | FUTURE FUNDING PERIODS (YEARS) | | | |
| | | (b) First | (c) Second | (d) Third | (e) Fourth |
| 16. | | \$ | \$ | \$ | \$ |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTAL (sum of lines 16 - 19) | | \$ | \$ | \$ | \$ |

| SECTION F - OTHER BUDGET INFORMATION | |
|--------------------------------------|-----------------------|
| 21. Direct Charges: | 22. Indirect Charges: |
| 23. Remarks: | |

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200.331 Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;

(v) Subaward Period of Performance Start and End Date;

(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;

(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;

(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

(xii) Identification of whether the award is R&D; and

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);

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(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

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Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

~~(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.~~

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

Attachment D

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]