**Broadband Pole Replacement Program Application Form**

This application form is for the prequalified vendor that will be participating in the Broadband Pole Replacement program to provide one-time information and certifications about the company prior to submitting requests for reimbursement.

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| **Prequalified Vendor Name:** |  |
| **Street Address:** |  |
| **City, State, Zip Code:** |  |
| **Website:** |  |
| **DBA Name:** |  |
| **Statewide IT Convenience Contract #:**  |  |
| **Unique Entity Identifier (as registered with SAM.gov):** |  |

 **Prequalified Vendor Name:** Legal name of the prequalified vendor as indicated in the awarded convenience contract.

**DBA Name**: Doing Business as Name, if applicable.

**Statewide IT Convenience Contract #:** The number of the Statewide IT Convenience Contract under which the Broadband Pole Replacement work will be conducted.

**Unique Entity Identifier (UEI):** Applicants must have an active Unique Entity Identifier. If your organization does not have a UEI, please register or update your information at this link: [SAM.gov | Home](https://sam.gov/content/entity-registration).

**Project Contacts**

The purpose of this section is for the applicant to determine and identify the personnel responsible for participation in the Broadband Pole Replacement program. This document will establish the appropriate contacts from the prequalified vendor, assign responsibility and delegate authority to appropriate staff to ensure compliance with the program requirements.

The project contacts table can be edited, and additional rows may be added by the user.

**Definitions**

**Principal:** The person that has the authority to approve this application and certify that the information in this application and the attached statements and exhibits are true, correct, and complete.

**Legal Counsel**: The person that serves as legal counsel on behalf of the company and will review the awarded Convenience Contract as well as application materials for the Broadband Pole Replacement Program.

**Fiscal Representative:** The person that will provide the fiscal information for the company regarding costs incurred and expended for removal and replacement of poles.

**Mapping Contact:** The person that willinteract with the Pole Replacement Program Online Mapping Tool to ensure compliance with requirements for qualified project areas and accurate submission of project areas and pole locations.

**Authorized Representative:** The person that has the responsibility and authority to submit requests for reimbursement and mapping data within the NCBIO Data Exchange will receive the secure login credentials and instructions for accessing the NCBIO Data Exchange.

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| **Project Contacts Table** |
| **Responsibility** | **Full Name, Title** | **Business Name****Email Address and Phone** |
| Principal |  |  |
| Legal Counsel |  |  |
| Fiscal Representative |  |  |
| Mapping Contact |  |  |
| Authorized Representative |  |  |
| Reserved for other representatives |  |  |

**Exhibits/Attachments**

As outlined in the Broadband Pole Replacement program application and reimbursement instructions, applicants must complete and submit the following documents as part of this application form.

* Updated Corporate Organizational Chart (no template provided)
* Documentation of Affordability Program
* Byrd Anti-Lobbying Form
* Substitute W-9
* Vendor Electronic Payment Form

Templates can be found at [www.ncbroadband.gov/polereplacement](http://www.ncbroadband.gov/polereplacement). Any exhibits or attachments to this application should be uploaded with the application form into the NCBIO Data Exchange.

**Company Certifications**

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| 1. | Overdue Tax Debts | Does the company or the related member(s) currently have any overdue tax debts with any city, town or county in, or with the state of North Carolina? |
|  |  | *If yes, please explain.* |
| 2. | Occupational Safety and Health Act Violations | Does the company, or the related member(s) have any citation under the Occupational Safety and Health Act that have become a final order within the past three years for willful serious violations or for failing to abate serious violations? |
|  |  | *If yes, please explain.* |
| 3. | Defaults | Is the company, or the related member(s) currently in default on any loan, contract or grant previously made by the state of North Carolina? |
|  |  | *If yes, please explain.* |
| 4. | Incentive History | Has the company, or related member(s) ever defaulted on an economic development grant or incentive or been sued by a grantor with respect to an economic development grant or incentive from the state of North Carolina? |
|  |  | *If yes, please explain.* |
| 5. | Creditor Losses, Litigation, Government Investigations | Has any member of management or any principal of the company, or the related member(s) been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety? |
|  |  | *If yes, please explain.* |
| 6. | Pending or Threatened Litigation | Is the company, or related member(s) subject to any claim, suit, action, proceeding, or government investigation that is pending or threatened that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the proposed grantee’s finances or operations or the ability to conduct the proposed project, or that would reasonably be expected to impact NCDIT’s decision to award a grant or contract? |
|  |  | *If yes, please explain.* |

The company certifies to NCDIT that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of NCDIT or the county involved in the selection, award, or administration of this agreement (each a “covered individual”); no member of a covered individual’s immediate family; no partner of a covered individual; and no organization (including the ISP) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the applicant. Should the applicant obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. The applicant further certifies to the NCDIT that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the NCDIT or the county. Should the applicant obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. The applicant understands that (1) NCDIT will use ARPA funds to pay for the cost of this Contract and (2) the expenditure of ARPA funds is governed bythe NCDIT Conflict of Interest Policy, the federal requirements, and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234  -234.3). The applicant must disclose in writing to NCDIT any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**Applicant Attestation and Certification**

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant represents, warrants, and certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory’s knowledge and belief. The signatory further represents, warrants, and certifies:

* That as principal, the signatory has been authorized to file this application by formal action of the governing body.
* That the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
* That the applicant has the financial and organizational strength to successfully meet the terms of the project requirements.
* That the applicant seeking reimbursement is responsible for compliance with the underlying broadband funding programs and is responsible for ensuring that the rules of the program do not prohibit reimbursement for pole replacement costs from the Broadband Pole Replacement program
* That any and all costs submitted for reimbursement under the Broadband Pole Replacement program are eligible costs and have not been funded or reimbursed by any other broadband grant programs.
* That the replacement of the poles was necessary for the deployment of broadband infrastructure.
* That the proposed project area are eligible project areas under the requirements of this program.
* And agrees that the applicant will provide proper and timely submittal of all documentation requested by NCDIT.

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| **Signature** |  |
| **Name** |  | **Title** |  | **Date** |  |