

Subaward Id.: [ID]

BEAD Federal Subaward Required Information

2 CFR 200.332(a)(1) Federal Award Identification	
1. Subgrantee Name (must match name associated with UEI)	
2. Subgrantee's Unique Entity Identifier (UEI)	
3. IDC BEAD Federal Award Identification Number (FAIN)	
4. IDC BEAD Federal Award Date	
5. Subaward Period of Performance Start and End Dates	
6. Amount of Federal Funds Obligated to this action by IDC (pass-through entity) to Subgrantee	
7. Total Amount of Federal Funds Obligated to Subgrantee by IDC, including the current obligation	
8. Total Amount of the IDC BEAD Federal Award committed to the Subrecipient by IDC	
9. Federal Award Project Description, as required under the Federal Funding Accountability and Transparency Act (FFATA)	Broadband, Equity, Access and Deployment Program
10. Name of Federal Awarding Agency and pass-through entity, including contact information for the awarding official of the pass-through entity	Federal Awarding Agency: United States The Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Idaho The Department of Commerce Pass-Through Entity Contact Information:

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SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT ("Agreement") is made and entered into as of the date of the last signature on this Agreement between the Idaho The Department of Commerce ("IDC" or "The Department"), an executive branch The Department of the State of Idaho, by and through its Idaho Office of Broadband ("Office"), and [_____] ("Subgrantee"), each a "Party" and, collectively, the "Parties."

RECITALS

WHEREAS, IDC is authorized to make Grant Funds available to qualified subgrantees under the Idaho BEAD Program, and governed in accordance with the Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58, and the BEAD Notice of Funding Opportunity (NOFO), including any amendments thereto, including any regulations promulgated or guidance issued by the Assistant Secretary of Commerce for Communications and Information and National Telecommunications and Information Agency (NTIA) Administrator, and as referenced in this Agreement; and

WHEREAS, the granting of Idaho BEAD Program funds through this Agreement from the IDC to Subgrantee, for the benefit of End Users, has been approved by the Idaho Broadband Advisory Board; and

WHEREAS, the granting of funds from IDC to Subgrantee shall enable the development of valuable broadband facilities for End Users and the delivery of valuable services, particularly the increased availability of telemedicine services, distance learning, and telework; and

WHEREAS, IDC and Subgrantee agree that this award is being provided by the State of Idaho to Subgrantee to carry out part of the Federal BEAD award received by the State of Idaho. Specifically, Subgrantee shall use Award Funds for the deployment of a broadband network and the provision of Qualifying Broadband Service to End Users to bridge the digital divide; and

WHEREAS, IDC and Subgrantee agree that the major purpose of this award is a broadband infrastructure project and that Award Funds shall be used to supplement, and not supplant, the amounts of federal or non-federal funds that IDC and Subgrantee would otherwise make available for the purposes for which the Award Funds may be used under this Agreement; and

WHEREAS, it is the intent of the Parties that this Agreement, in all other respects, is a "subaward" as that term is defined in 2 C.F.R. § 200.1, and that Subgrantee is a "subrecipient" as that term is defined in 2 C.F.R. § 200.1 and as evaluated under 2 C.F.R. § 200.331; and

WHEREAS, this award is a “fixed-amount subaward”, as defined in 2 C.F.R. § 200.1, where the major purpose of the subaward is a broadband infrastructure project, and shall be administered by the Department pursuant to the relevant laws, regulations, and guidance referenced below, including the Uniform Guidance Policy Notice, December 26, 2023 (“UGPN”); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and incorporating by reference the foregoing recitals, the Parties agree as follows:

This Agreement, including its Attachments, Addenda, and any amendments, shall constitute the entire agreement between the Parties and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by IDC.

DEFINITIONS

“Application” means Subgrantee’s Idaho BEAD Program application, as approved by NIST and NTIA and attached hereto as [Attachment 1](#), and incorporated by reference in this Agreement.

“Assistant Secretary” means the Assistant Secretary of Commerce for Communications and Information and the Administrator of the National Telecommunications and Information Administration (“NTIA”).

“Award Funds” means Grant Funds and Matching Funds (*i.e.*, funds associated with this Agreement).

“BEAD Program” means the Broadband Equity, Access, and Deployment Program, authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law No. 117-58, 135 Stat. 429 (Nov. 15, 2021).

“BEAD NOFO” means the NTIA BEAD Program Notice of Funding Opportunity (May 13, 2022) (Funding Opportunity Number NTIA-BEAD-2022).

“BEAD RPN” means the NTIA BEAD Restructuring Policy Notice (June 6, 2025).

“Broadband Service” has the meaning given the term ‘broadband internet access service’ in Section 8.1(b) of title 47, Code of Federal Regulations (“C.F.R.”), or any successor regulation.

“Broadband Serviceable Location (BSL)” means a business, residential, or Community Anchor Institution (CAI) location in the project area at which a mass-market fixed broadband internet access service is or can be installed. Each BSL is assigned a unique Federal Communications Commission (FCC)-issued location ID. The Unserved and Underserved BSLs

covered under this Grant Agreement are restricted to those identified in [Attachment 1](#), which may be amended over time with the required approval process under this Agreement.

"CAI" means a Community Anchor Institution within the State of Idaho, identified by the Department.

"Closeout Date" is the date when the Department determines Subgrantee has met all obligations under this Agreement, including all grant activities of the Project, has satisfied all state and federal reporting requirements related to the Project, and completes closeout of this award pursuant to 2 C.F.R. § 200.344 and additional requirements in this Agreement, including all Project Completion Criteria.

"DOC" means the United States Department of Commerce.

"DOC GT&Cs" means DOC Financial Assistance General Terms and Conditions (May. 19, 2025), including the obligations set forth in 2 C.F.R. Part 200, as updated from time to time.

"Effective Date" is the date of the last signature when all Parties have fully signed this Agreement.

"End User" means a BSL included within the scope of Subgrantee's Application.

"Federal Grant Officer" means the National Institute of Standards and Technology ("NIST") grant officer identified on the Idaho BEAD Program CD-450.

"Federal Interest Period" is the period during which Subgrantee shall hold in trust for the beneficiaries of the BEAD Program all real property and equipment acquired or improved in connection with this Agreement. Except where this Project may provide capacity on a Low Earth Orbit (LEO) satellite network to deliver Qualifying Broadband Service, the Federal interest in all real property and equipment acquired or improved as part of this Agreement shall start upon acquisition or improvement thereof and continue for 10 years after the year of the Closeout Date. For example, if this award is closed out in 2027, regardless of the month, the Federal Interest Period shall last until December 31, 2037.

"Grant Funds" means the Idaho BEAD Program funding awarded for this Project (the Total Amount of the Federal Award committed to Subgrantee).

"GTs&Cs for the BEAD Program" means the General Terms and Conditions for the NTIA Broadband Equity, Access & Deployment Program (BEAD) Program Funds (November 2025), as updated from time to time.

"Idaho BEAD Program" means the State of Idaho's BEAD Program as administered by the Department.

"IDC" or "The Department" means the Idaho Department of Commerce and all entities within the Idaho Department of Commerce, including the Office.

"Initial Proposal" means the Idaho BEAD Program Initial Proposal (Volumes I and II), as approved by NTIA on September 5, 2024, and as subsequently amended or finalized.

"LCSO" means the Low-Cost Service Option as described in Subgrantee's Application, attached hereto as [Attachment 1](#) and updated from time to time by Subgrantee with the Department's approval.

"LEO Subgrant" means this Agreement, as modified or supplemented by [Addendum 1](#) and elsewhere herein where an alternate provision is specifically stated to apply to a LEO Subgrantee, with all other terms, conditions, and provisions of this Agreement remaining in full force and effect.

"LEO Subgrantee" means a subgrantee under this Agreement that is providing capacity on a Low Earth Orbit (LEO) satellite network to deliver Qualifying Broadband Service as part of the approved Project in accordance with [Addendum 1](#) and all other terms, conditions, and provisions of this Agreement.

"Matching Funds" means funds or in-kind contributions provided by Subgrantee to meet or exceed the BEAD Program's non-federal match requirement, as specified in [Attachment 3](#) (Project Budget).

"NIST" is the National Institute of Standards and Technology, the entity within the United States Department of Commerce that administers BEAD Program grants.

"NTIA" is the National Telecommunications and Information Administration, an entity within the United States Department of Commerce responsible for implementing the BEAD Program.

"Office" is the Idaho Office of Broadband, as part of the Idaho Department of Commerce, and is responsible for implementing the BEAD Program. References below to "The Department" may include the Office as the implementing authority for the Department's BEAD Program.

"Period of Performance" is the time period during which Subgrantee is required to initiate and complete all grant-funded activities for the Project, as described in Section III of this Agreement. The Period of Performance for a LEO Subgrant is separately described in [Addendum 1](#) below.

"Project" means the planned and actual installation of broadband facilities and the provision of Qualifying Broadband Service as described in Subgrantee's Application, which is incorporated herein by reference and attached as [Attachment 1](#) (Project Application and Summary).

"Project Completion Criteria" are the minimum criteria for Project completion set forth in [Attachment 4](#) (Project Completion Criteria) and the Application (and any changes approved by the Department or NTIA, if applicable).

"Project Property" means real property or equipment acquired or improved using Award Funds.

"Project Schedule" means the schedule for performance and completion of the Project by Subgrantee and attached hereto as [Attachment 2](#).

"Qualifying Broadband Service" to a location that is not a CAI is a Qualifying Broadband Service with (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds (ms).

"Qualifying Broadband Service" to a CAI is Qualifying Broadband Service with (i) a speed of not less than 1 Gbps for downloads and uploads alike and (ii) latency less than or equal to 100 ms.

"UGPN" is the NTIA Uniform Guidance Policy Notice (Dec. 26, 2023), titled "Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program."

"Underserved Location" means a BSL that: (a) is not an unserved location, and (b) the FCC Broadband DATA Maps, as updated by the NTIA-approved Idaho BEAD Eligible Location list, show as lacking access to Qualifying Broadband Service offered with:

- i. a speed of not less than 100 Mbps for downloads;
- ii. a speed of not less than 20 Mbps for uploads; and
- iii. latency less than or equal to 100 ms.

"Unserved Location" means a BSL that the FCC Broadband DATA Maps, as updated by the NTIA-approved Idaho BEAD Eligible Locations list, show as (a) having no access to broadband service, or (b) lacking access to Broadband Service offered with:

- i. a speed of not less than 25 Mbps for downloads;
- ii. (ii) a speed of not less than 3 Mbps for uploads; and
- iii. (iii) latency less than or equal to 100 ms.

Capitalized terms not otherwise defined herein shall have the same meaning ascribed thereto in the BEAD NOFO and BEAD RPN.

I) Incorporation by Reference and Order of Preference

Subgrantee and the Department must perform their obligations under this Agreement in a manner that complies with, and enables the Department to comply with, all requirements contained in the following:

- a) 47 U.S.C. § 1702 (Infrastructure Investment and Jobs Act, Division F, Title 1, Sec. 60102 (Grants for Broadband Deployment));
- b) Specific Award Conditions applicable to Idaho's BEAD award;
- c) NTIA GT&Cs for the BEAD Program;
- d) BEAD RPN;
- e) BEAD NOFO, as modified by BEAD RPN;
- f) DOC GT&Cs, including 2 C.F.R. Part 200;
- g) This Agreement (including Attachments hereto) and [Addendum 1](#) to this Agreement (LEO Satellite Capacity), when applicable;
- h) Idaho BEAD Program Initial Proposal and Final Proposal, as amended and approved by NTIA and NIST;
- i) DOC and NTIA Policy Notices, FAQ, and Guidance, as applicable; and
- j) Other applicable federal and state laws, rules, and regulations; and
- k) Subgrantee's Application as accepted by the Department.

The foregoing BEAD Program requirements are incorporated by reference as if fully set forth herein and are deemed to be, and agreed to constitute, obligations of Subgrantee under this Agreement. These requirements clarify and provide guidance to the applicable regulatory provisions relating to internal controls, subgrantee monitoring and management, and audit requirements that apply to the Department and, thereby, to Subgrantee and, where applicable, lower-tier subgrantees, contractors, or subcontractors receiving funds through this Agreement. These requirements are legally binding and enforceable under this Agreement.

In the event of any inconsistency or conflict between or among the terms of this Agreement and the authorities identified above, those authorities identified above shall control.

In any case where the language of two or more of the above authorities appears inconsistent, the relevant authorities should be read and interpreted in a manner that emphasizes consistency and harmonization across all relevant authorities. Where harmonization is not reasonably possible, the Parties agree to prioritize the language contained in authorities enumerated above in the order of precedence set forth above (I.(a)-(l)), from highest to lowest priority, and in a manner that maintains the integrity of this Agreement.

II) The Award

The Department awards to Subgrantee an amount not to exceed _____ for infrastructure costs directly related to the Project ("Grant Funds"). Grant Funds under this Agreement are a fixed-amount subaward, as that term is defined in 2 C.F.R. §200.201(b) and further updated by NTIA Guidance, including the NTIA UGPN.

Subgrantee shall deploy Qualifying Broadband Service to all Unserved and Underserved BSLs, and CAls identified in [Attachment 1](#) (Project Application and Summary), at the speeds and latency standards articulated therein, including, but not limited to, technical qualifications, certifications, and documentation.

Subgrantee shall perform a standard installation of Qualifying Broadband Service, at a standard installation charge, within 10 business days after the date on which an End User submits a service request.

Subgrantee shall, without additional expense to the Department, be responsible for obtaining any necessary licenses and permits, and for complying with any federal, state, and municipal laws, codes, and regulations applicable to the performance of the Project work, including occupational safety and health requirements. Subgrantee shall also be responsible for all damages to persons or property resulting from Subgrantee's fault or negligence. Subgrantee shall further be responsible for all materials delivered and work performed until completion and acceptance of the entire Project.

If Subgrantee's Project deploys LEO satellite technology to deliver Qualifying Broadband Service to End Users as part of the Project under this Agreement, Subgrantee agrees to comply with the requirements in [Addendum 1](#) (LEO Satellite Capacity). The requirements in [Addendum 1](#) shall supersede conflicting requirements in this Agreement that are not applicable to LEO Subgrants.

The Parties understand and agree that, because the Idaho BEAD Program is new and its funding is dependent on federal regulations and state policies, certain requirements may change over time, including, but not limited to, various reporting obligations and performance metrics. The Parties further understand that the Department and NTIA may impose additional Specific Award Conditions on Subgrantee through its authority under 2 C.F.R. §200.208, the BEAD Program rules referenced in Section I, and this Agreement. The Department shall inform Subgrantee of any Specific Award Conditions added after signature of this Agreement and shall provide technical assistance to support Subgrantee's compliance.

Subgrantee shall remain obligated to comply with the current and future obligations of the Idaho BEAD Program through the Closeout Date, except for those obligations that survive closeout and remain in effect during the Federal Interest Period, as described in Section IX

(Subgrantee Service Obligations) and Section X (Subgrantee Obligations During Federal Interest Period) below, or during the Period of Performance for a LEO Subgrant, as described in [Addendum 1](#), below.

III) Period of Performance and Closeout

A. Period of Performance

Except as specified for a LEO Subgrant, the Period of Performance is four (4) years, during which Subgrantee shall be capable of providing Qualifying Broadband Service to each Unserved and Underserved BSL and CAI in the Project no later than four (4) years after the Effective Date. All Project completion information, as described in Section V.A (Project Completion) and [Attachment 4](#), must be submitted no later than 120 days prior to the end of the Period of Performance and Closeout.

For a LEO Subgrant, the Period of Performance concludes ten (10) years from the date upon which the LEO Subgrantee certifies to the Department that broadband service is available to every BSL and CAI covered by the LEO Project.

B. Project Schedule

Subgrantee shall develop and submit to the Department a Project Schedule in such form and detail, including agreed-upon milestone dates, as required by the Department. The Project Schedule shall be attached to this Agreement as [Attachment 2](#) (Project Schedule). Following execution of this Agreement, the Project Schedule shall not be changed without the prior written approval of the Department. The Parties acknowledge and agree that a change in the Project Schedule may also require third-party approval.

C. Extension of the Period of Performance

Except for a LEO Subgrant subject to [Addendum 1](#), the Department may, in its sole discretion and subject to NTIA review and prior approval, extend the Period of Performance by up to one year if Subgrantee demonstrates to the Department that: (a) Subgrantee has a specific plan for use of the Grant Funds, with Project completion expected by a specific date no later than five (5) years after the Effective Date; (b) construction on the Project is underway; or (c) extenuating circumstances require an extension of time to allow the Project to be completed. In no event shall the Period of Performance end after December 31, 2032.

D. Closeout

Closeout shall occur, and all final disbursements shall be made to Subgrantee, after Subgrantee satisfies all Project Completion Criteria and reporting obligations specified in Section V (Project Completion), Section XI (Disbursements), [Attachment 4](#) (Project Completion Criteria), [Attachment 10](#) (Reporting), and, for LEO Subgrants, [Addendum 1](#), where applicable. Closeout

shall occur only after the Department issues the Certificate of Project Completion specified in Section V.E (Project Completion). Closeout shall be conducted on the timelines and in the manner set forth in 2 C.F.R. § 200.344 and as required in this Agreement. The Department may request, and Subgrantee shall provide, supporting information reasonably necessary to complete closeout.

Closeout does not affect (a) any of the rights, requirements, and obligations set forth in 2 C.F.R. § 200.345; or (b) any of Subgrantee's obligations that survive Closeout and remain in effect during the Federal Interest Period, as described in Section X (Subgrantee Obligations during Federal Interest Period) below.

For LEO Subgrants, Closeout occurs at the end of the LEO Period of Performance, as described in [Addendum 1](#).

IV) Subgrantee's Deployment and Construction Obligations

A. Scope of Work

All work on the Project shall materially conform to the plans set forth in the Application and other Project description information, including as described in [Attachment 1](#), unless the Department approves a change to the Project, in which case the work shall conform to the Application plans and the change, as applicable. Any changes to the Project or key personnel must be approved in advance by the Department. Key personnel include, but are not limited to, project managers, program managers, finance managers, construction managers, and other Subgrantee personnel, or their contractors or subcontractors, acting in these capacities and having knowledge of the day-to-day events of the Project and supervisory or decision-making authority over the Project.

B. Subgrantee Responsibilities

Subgrantee explicitly acknowledges the following obligations:

1. Standard of Work

Subgrantee shall ensure that all work associated with the Project is performed in a workmanlike manner and in accordance with prevailing industry standards.

2. Subgrantee Use of Funds

Subgrantee shall use Award Funds in an equitable and nondiscriminatory manner and shall retain documentation of its use of Award Funds as required by this Agreement and in a form demonstrating compliance with the terms of this Agreement upon request by the Department or federal authorities. Subgrantee shall not use Award Funds for the same purpose as other

federal or state funding sources and shall maintain documentation of non-duplication of funding.

3. Subgrantee Responsibilities for Deployment

Notwithstanding any other provision of this Agreement, the Parties agree that Subgrantee is solely responsible for:

- a) Meeting all deadlines in approved plans and specifications; and
- b) Monitoring the progress of the Project and all grant-funded activities. However, the Department shall have the right to advise Subgrantee of any specific areas of concern and may impose Specific Award Conditions or other corrective actions based on risk assessments, reporting, or ongoing monitoring findings, including, but not limited to, information from Subgrantee or its subcontractors related to budgets, expenses, receipts, and financial reports; and
- c) Inspecting the Project and all grant-funded activities on an ongoing basis, the Department shall have the right at any time to conduct site visits or desk reviews to inspect work in progress or to test and analyze all work purchased or constructed, in whole or in part, using Award Funds, including inspections by a professional engineer to determine whether, in the Department's opinion, the work is being performed in accordance with the provisions of this Agreement and in an equitable and nondiscriminatory manner; and
- d) Reporting progress and compliance with the requirements of this Agreement, providing any additional reporting required by the Department or NTIA; and
- e) Initiating construction activities only after receiving a Notice to Proceed from the Department, which shall not be unreasonably withheld upon federal and state approval of all applicable Environmental and Historic Preservation requirements; and
- f) Securing all required construction licenses, permits, easements, and rights-of-way authorizations for the applicable construction activities during the Period of Performance and any Federal Interest Period, as well as ensuring adequate construction inspection and compliance with all local, state, and federal laws; and
- g) Promptly paying costs incurred for the Project, including, but not limited to, all grant-funded activities; and ensuring that all parts of the Project remain free of encumbrances and in good condition; and
- h) Ensuring that all grant activities, including those performed by lower-tier Subgrantees, contractors, or subcontractors, comply with federal, state, local, and Tribal government requirements and all applicable federal executive orders currently in effect; and
- i) Engaging and contracting with all contractors and subcontractors deemed necessary by Subgrantee to meet the Project Schedule described in [Attachment 2](#) (Project Schedule). Subgrantee shall ensure that all obligations placed on contractors and subcontractors

under this Agreement are included in any contract or subcontract. Subgrantee shall notify the Department of all contractors or subcontractors engaged in work on the Project contemporaneously with their engagement.

- j) Complying with all applicable BEAD Program rules and requirements to obtain consent to proceed with the Project from Tribal governments and complying with all requirements and obligations imposed by Tribal governments as a condition of consent throughout the Period of Performance and Federal Interest Period.
- k) Monitoring award activities for waste, fraud, or abuse by its own employees and all lower-tier Subgrantees, contractors, or subcontractors and reporting all reasonable suspicions of waste, fraud, or abuse to the Department, and complying with the additional requirements specified in [Attachment 8](#) (Other Federal Requirements).

4. Network Performance and Resilience

Subgrantee shall complete the Project so that the funded network meets the committed performance standards in [Attachment 1](#) (Approved Application and Project Summary), but in no less than the criteria related to speed, latency, and network outages in the BEAD NOFO, Performance Measures for BEAD Policy Notice (as updated), and all other BEAD program rules and guidance, as updated from time to time.

Subgrantee shall also incorporate NTIA-defined best practices to ensure the reliability and resilience of its broadband infrastructure, including protection against the impacts of natural disasters, by establishing risk management plans that address technology infrastructure reliability and resilience, as well as cybersecurity best practices.

5. Build America, Buy America

Congress passed the Build America, Buy America Act (BABA) on November 15, 2021, as part of the IIJA. BABA established domestic content procurement preference requirements for federally funded infrastructure projects, including the BEAD Program, consistent with IIJA § 70912(2).

Subgrantee shall comply with BABA as required by applicable legal authorities, such as the IIJA, Executive Order 14005, 2 C.F.R. Part 184, Office of Management and Budget (“OMB”) Memo M-24-02, and any applicable waivers issued by the DOC or NTIA, to include the NTIA Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference applicable to recipients of the Broadband Equity, Access, and Deployment Program (effective Feb. 22, 2024).

6. Environmental and Historic Preservation (EHP) Review

Subgrantee must comply with the requirements of all applicable federal, state, and local environmental statutes, laws, and standards, including those set forth in [Attachment 5](#) (Environmental and Historical Preservation Review) and [Addendum 1](#) (LEO Subgrant Provision) to this Agreement.

7. Reporting

Subgrantee shall submit all required reports as specified in Section XI (Reporting and Audits), and [Attachment 10](#) (Reporting).

8. Letter of Credit and Performance Bond

Non-LEO Subgrants

Subgrantee shall obtain and maintain an irrevocable standby letter of credit equal to or exceeding twenty five percent (25%) of the Grant Funds from a qualifying bank or credit union, or performance bond(s) equal to one hundred percent (100%) of the Grant Funds from an acceptable surety.

Subgrantee must retain the letter of credit or performance bond until the Closeout Date but may reduce the letter of credit or performance bond amount by increments of twenty percent (20%) at the completion of each disbursement milestone that reflects network construction progress and BSLs passed, as described in Section VI.E (Disbursement Milestones), until the Closeout Date. Any letter of credit shall include a legal opinion satisfactory to the Department addressing bankruptcy considerations.

Notwithstanding the above requirement, Subgrantee may elect to obtain and maintain an irrevocable letter of credit or a performance bond equal to ten percent (10%) of the Grant Funds, but must hold this instrument until the Closeout Date, with no reductions during the Period of Performance. Subgrantee must also request disbursements no less than every six (6) months if it chooses this option.

Subgrantee must comply in all other respects with BEAD program requirements, as stated in the NTIA programmatic Letter of Credit waivers, as updated from time to time. Failure to maintain the required letter of credit or performance bond amounts may result in enhanced technical assistance, a revised risk assessment, additional monitoring obligations as described in Section XI.C. (Risk Assessment), and remedies as authorized in Section XIII (Non-performance). Letter of credit and performance bond holdings and documentation are subject to reporting and auditing at any time under Section XI.E (Audits). Subgrantee shall require applicable financial institutions to cooperate with and participate in any audits applicable to these requirements.

LEO Subgrants

The LEO Subgrantee shall obtain and maintain an irrevocable standby letter of credit or a performance bond in compliance with the additional conditions set forth in [Addendum 1](#).

9. Energy Efficiency

Where feasible, Subgrantee shall apply design principles to reduce pollution and energy costs and to optimize lifecycle costs associated with construction of the Project.

10. Material Inspection and Testing

Subgrantee shall ensure that all materials and equipment used in the completion of the Project are subject to adequate inspection and testing in accordance with accepted standards. Construction materials, particularly those upon which the strength and durability of the Project may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. Subgrantee shall ensure that documentation is cataloged and retained for submission upon request by the Department or NTIA.

11. Construction Signage

Subgrantee shall provide and maintain, in good condition throughout the construction period, a sign in a conspicuous place at the site of grant-funded activities indicating that the federal government is participating in the activities.

12. Other State and Local Requirements

Subgrantee shall perform its obligations under this Agreement in accordance with the following State of Idaho requirements:

- a) **No Public Funds for Abortion.** By executing this Agreement, Subgrantee certifies and agrees that it is not and shall not, for the duration of the Agreement, be an abortion provider or affiliate as defined in Idaho Code Section 18-8702. Subgrantee further agrees that the Department may immediately terminate this Agreement for cause if Subgrantee is in violation of the terms of this section.
- b) **Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Agreement exceed \$100,000 and Subgrantee employs 10 or more persons, Subgrantee certifies that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from Israel or territories under its control. Terms used in this section that are defined in Idaho Code section 67-2346 shall have the meanings assigned therein.
- c) **Ownership or Operation by China.** Pursuant to Idaho Code section 67-2359, Subgrantee certifies that it is not currently owned or operated by the government of

China and shall not, for the duration of the Agreement, be owned or operated by the government of China. Terms used in this section that are defined in Idaho Code section 67-2359 shall have the meanings assigned therein.

- d) **Boycott of Certain Industries.** Pursuant to Idaho Code section 67-2347A, if payments under this Agreement exceed \$100,000, the Subgrantee certifies that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of any individual or company because the individual or company: (1) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. The definitions in Idaho Code section 67-2347A shall apply to the terms used in this provision.
- e) **Licensing.** Subgrantee shall utilize only properly licensed and certified Idaho professionals in performing work under this Agreement, including, without limitation, lower-tier Subgrantees and Subgrantee's design professionals, as required by Idaho law.
- f) **Other Idaho Laws.** Subgrantee shall perform all its obligations in conformance with applicable Idaho state, county, and municipal laws, codes, rules, and regulations.

Pursuant to Sections XI.C (Risk Assessment), XI.E (Audits), and XIII. (Nonperformance, Termination, and other Remedies), Subgrantee further agrees that the Department may offer increased technical assistance, reassess risk levels, require an audit, or impose remedies, including the immediate termination of this Agreement for cause, if Subgrantee is in violation of any provision of this Section.

v) Project Completion

A. Project Closeout Criteria and Request for Completion Certification

When all construction or, under a LEO Subgrant, when capacity reservation work has been completed, and all milestones have been met, Subgrantee shall, within ninety (90) days:

- 1) Conduct its own final inspection; and
- 2) Finalize all other Project Completion Criteria specified in [Attachment 4](#) (Project Completion Criteria), including completion of the Project Completion Report and performance testing; and
- 3) Submit a written request for certification ("Subgrantee Request for Completion Certification"), stating that the Project was placed into service or, for a LEO Subgrant, that the extended 10-year Period of Performance has been completed, to the Department; and
- 4) Request that the Department initiate Closeout in accordance with Section III.D (Period of Performance and Closeout) and [Addendum 1](#).

B. Project Review

Upon receipt of Subgrantee's Request for Completion Certification, the Department shall:

- 1) Within ten (10) business days, review Subgrantee's Project Completion Report and all other documentation of the Project Completion Criteria, and request that Subgrantee provide any additional data or information the Department requires to confirm completion of the Project; and
- 2) Within thirty (30) days of receipt of Subgrantee's Project Completion Report or, within five (5) business days of receipt of any requested additional data or information, schedule a final inspection as required by NTIA. Representatives of the Department, Subgrantee, the architect/engineer, and any lower-tier subgrantee(s), contractor(s), or subcontractor(s) shall attend the final inspection.

The Department SHALL provide NTIA with reasonable advance notice of the final inspection so that an NTIA representative may participate.

C. Acceptance or Rejection of Project

Subgrantee's failure to meet any of the Project Completion Criteria or any material obligation under this Agreement shall be cause for rejection of the Project by the Department. A Project shall be considered accepted unless, within sixty (60) business days after receipt of the Project Closeout Report and any requested additional data or within thirty (30) business days after the final inspection, whichever is later, the Department notifies Subgrantee in writing that the Project is rejected.

The notice of rejection shall specify the items that, if modified or added, shall result in the acceptance of the Project and shall provide a timeline for resubmission of the Request for Completion Certification under Section V.A (Project Closeout and Request for Completion Certification).

Subgrantee shall promptly remedy any defect that prevents the work performed on the Project from satisfying the Project Completion Criteria or meeting any material obligation under this Agreement.

D. Resubmitting Project

A rejected Project shall be resubmitted within the time specified in writing by the Department. Subgrantee shall provide an updated Subgrantee Request for Completion Certification to the Department when resubmitting the Project for acceptance. The Department shall review the resubmitted Project within thirty (30) calendar days after receipt of the resubmission. A resubmitted Project shall be considered accepted unless either: (1) within that period, the Department notifies Subgrantee in writing that the resubmitted Project is rejected and specifies

the items that, if modified or added, shall result in acceptance of the resubmitted Project; or (2) the Department notifies Subgrantee in writing that the review will take a longer period of time and specifies that time, not to exceed sixty (60) calendar days. The Parties shall repeat this process until the resubmitted Project is accepted, or the Department determines that Subgrantee has triggered Section XIII (Nonperformance, Termination, and Other Remedies of this Agreement).

E. Certification of Completion

The Department shall provide to Subgrantee a written Certification of Project Completion within ten (10) business days after final acceptance of the Project.

VI) Disbursement of Grant Funds

A. Maximum Amount

Disbursements of Grant Funds to Subgrantee are limited to the unpaid obligated balance of the Grant Funds allocated under this Agreement, subject to the agreed-upon match percentage and approved payments for Project work. The Department shall have no obligation to pay Subgrantee any amount under this Agreement that exceeds the Grant Funds available to and received by the Department.

Receipt by the Department of the Grant Funds allocated to the Project is a condition precedent to the Department's obligation to pay Subgrantee. Unless other sources of funding are disclosed herein, Subgrantee represents that, as of the Effective Date, it has no knowledge of any other federal, state, or local funding commitments for the Project or service area and that it has not applied for, or, if it has applied for, shall immediately withdraw that application for, funding from any other federal, state, or local government body for the Project or service area.

B. Condition Precedent to Disbursement

Except as further described in Section VI.E (Disbursement Milestones), the Department shall not disburse any Grant Funds to Subgrantee, and Subgrantee shall not begin implementation activities, until Subgrantee has demonstrated to the Department that it has received approval of all EHP documentation necessary to complete the Project and an officer of Subgrantee has made the attestations required under this Agreement. Notwithstanding approval of the EHP documentation, Subgrantee may incur approved pre-agreement expenditures pursuant to Section VIII. (Permissible Costs) and may undertake limited permissible activities using Award Funds as specified in [Attachment 5](#) (Environmental and Historic Preservation Review). Disbursements for approved pre-agreement expenditures and limited permissible activities incurred prior to the Effective Date of this Agreement shall be limited to the first disbursement milestone, as defined below.

C. Project Budget

Subgrantee shall, prior to execution of the Agreement, develop and submit a proposed Project Budget for the cost of performance through completion of the Project. This Project Budget shall be attached as [Attachment 3](#). Subgrantee and the Department shall work collaboratively to finalize Subgrantee's proposed Project Budget in such form and detail, including cost categories, as required by the Department. Once attached to this Agreement, the Project Budget may not be changed or amended without the Department's prior written approval.

D. Project Schedule

Subgrantee shall, prior to execution of this Agreement, develop and submit a Project Schedule, with benchmarks, milestone dates, and deployment deadlines for the purposes of managing the Project construction, installation, deployment, and related reporting. Subgrantee and the Department shall work collaboratively to finalize the Project Schedule for attachment to this Agreement as [Attachment 2](#), in such form and detail, including categories, as required by the Department. Once attached to this Agreement, the Project Schedule may not be changed without the Department's prior written approval.

E. Disbursement Milestones

Grant Funds shall be disbursed in the amounts stated in the milestone schedules below, or in accordance with the terms in [Addendum 1](#) for a LEO Subgrant, upon the Department's determination that Subgrantee has achieved the milestone conditions set forth below, as described in Section VI.F (Disbursement Requests).

All payment applications and payments shall be made in compliance with the terms of this Agreement. Subgrantee agrees that the Department may withhold ten percent (10%) of the Grant Funds until the final milestone payment, at which time all remaining Grant Funds shall be released upon successful completion of Closeout.

The final milestone payment shall not be paid without Certification of Project Completion issued by the Department and satisfaction of Closeout requirements. Subgrantee's request for final payment shall be submitted within ninety (90) calendar days of the date the Department issues a written Certification of Project Completion. Expenses incurred after the end of the Period of Performance and submission of Project Completion documentation as required in Section V (Project Completion) shall not be included in any disbursement payment and are not otherwise eligible for reimbursement.

LEO Subgrants have separate disbursement milestones set forth in [Addendum 1](#) (LEO Satellite Capacity).

Non-LEO Project Disbursement Milestones	Percentage of the Award
1. Subgrantee and the Department finalize and fully execute this Agreement, and the LOC or performance bond is submitted.	10%
2. Subgrantee provides documentation that all required EHP reviews have been completed and approved, and all permits to initiate construction have been obtained.	15%
3. 20% of total Broadband Serviceable Locations (BSLs) have completed construction.	15%
4. 50% of the total BSLs have completed construction.	20%
5. 75% of the total BSLs have completed construction.	15%
6. 100% of the scope of work is completed, and all required BSLs have completed construction.	15%
7. Certificate of Project Completion is issued.	10%

If Subgrantee provides a letter of credit or performance bond in the amount of ten percent (10%) of the Grant Funds, Subgrantee shall request disbursements based on Project progress in the related milestone schedule, but no less than every six (6) months, for any additional BSLs reached since the most recent disbursement. The amount of each six-month disbursement shall be based on Project progress and prorated according to the number of additional BSLs for which construction has been completed since the previous disbursement request, or 10% of the Grant Funds, whichever is greater. The per-BSL payment amount shall be calculated on a cost-per-location basis using the total Awarded Funds.

Subgrantee's payment for each deployment milestone shall be adjusted to ensure that the maximum cumulative disbursement does not exceed ninety percent (90%) of the Grant Funds prior to Closeout. The final disbursement for the last milestone shall be no less than ten percent (10%) of the Grant Funds upon issuance of the Certificate of Project Completion.

Non-LEO Six-Month Disbursement Increments	Percentage of the Award
1. Subgrantee and the Department finalize and fully execute this Agreement.	5%
2. Subgrantee provides documentation that all required EHP reviews and applicable permits have been completed and approved	5%
3. Each six-month increment during the Period of Performance, with cumulative payments not to exceed 80% of the Grant Funds.	Pro-rated based on # of BSLs passed, or 10% of the award, whichever is greater

Non-LEO Six-Month Disbursement Increments	Percentage of the Award
4. Certificate of Project Completion is issued.	Remaining amount, if any, plus final 10%

F. Disbursement Requests

For non-LEO Subgrants, each request for disbursement (under either schedule specified in Section VI.E) must include:

- 1) Certification that Qualifying Broadband Service is available at the stated percentage of BSLs applicable to the milestone payment or, if the request is six months or less after the most recent prior request, certification of the number of additional locations receiving Qualifying Broadband Service since that prior disbursement request; and
- 2) Documentation of proof of passings, as required by the Department; and Examples of acceptable documentation of proof of passings include, but are not limited to:
 - a. As-built drawings or schematics, tower locations, propagation maps, geocoded photographs, other geospatial documentation, and any other network deployment documentation required by the Department;
 - b. A list of FCC Location IDs for the BSLs passed during the period covered by the disbursement request;
 - c. Construction contracts, bills of materials, invoices, or other proof of expenditures, as applicable;
 - d. Documentation of any applicable licenses, permits, or other operational authority for the locations included in the disbursement request;
 - e. Documentation of service availability from Subgrantee's website or other marketing materials;
 - f. Documentation of subscriptions, customer bills, or service contracts, if any;
 - g. Applicable performance testing results, if any, from the testing conducted pursuant to Section XI.B. (Performance Testing), [Attachment 10](#) (Reporting), and the NTIA BEAD Program Notice, "Performance Measures for BEAD Last-Mile Networks," September 19, 2025 (NTIA Performance Measurement Notice).
- 3) A report showing the amount of Matching Funds expended in proportion to the Project Budget and in connection with the provision of Qualifying Broadband Service to the locations addressed by the disbursement request; and
- 4) A report showing the relative proportion of expenses for this disbursement request across the following key spending areas and a comparison of these expenses to the Project Budget in [Attachment 3](#):
 - a. Professional services (e.g., engineering, environmental, and historic preservation permitting, legal expenses, etc.);

- b. Construction services (e.g., digging trenches, erecting towers, blowing fiber, constructing and improving buildings, etc.);
 - c. Outside plant, towers, and poles (e.g., fiber plan, conduit, towers, poles, emergency power generation equipment, etc.);
 - d. Network and access equipment (e.g., broadband routing equipment, broadband transport equipment, network broadband access equipment, wireless base stations, antennas, etc.);
 - e. Operating equipment (e.g., office furniture and fixtures, work equipment, and vehicles, etc.);
 - f. Customer premise equipment;
 - g. Contingency funds; and
 - h. All other expenses.
- 5) An attestation by an authorized Subgrantee representative affirming the accuracy and completeness of the disbursement request.

Subgrantee shall submit certified disbursement requests within forty five (45) calendar days of reaching a BSL milestone. The Department, in its sole discretion, may require further evidence of costs to validate the disbursement request or to assess the actual value of comparable broadband infrastructure projects.

G. Disbursement Procedures

Grant Funds shall be disbursed to Subgrantee through the processes and procedures developed by the Department for the BEAD Program. The Department shall provide technical assistance to support Subgrantee's timely and accurate use of the Department payment processes.

Subgrantee agrees to submit all required information and data in a timely manner to be entered into the Department payment system and to receive payments.

The Department's acceptance of a disbursement request shall not constitute acceptance of any work performed or deliverables provided under this Agreement.

Subgrantee agrees that, while disbursement payments by the Department shall occur as milestones are achieved and work is properly documented pursuant to and subject to the other terms of this Agreement, final acceptance by the Department of all work must be verified pursuant to the processes detailed in this Agreement. All payments shall be consistent with all local, state, and federal laws.

The Department shall use reasonable best efforts to disburse Grant Funds to Subgrantee within sixty (60) days after approval of documentation submitted by Subgrantee for each applicable milestone, including the final ten percent (10%) retention milestone for the Project. Except as

specified in Section VI.A (Condition Precedent to Disbursement) and Section VIII.A (Permissible Uses of Funds), eligible expenditures may not be incurred prior to the Effective Date or subsequent to the end of the Period of Performance or submission of Project Closeout documentation under this Agreement. All payments are subject to the availability of funds.

H. Disbursement Request Retention and Auditing

All disbursement requests, including milestone completion and supporting documentation, are subject to audit under Section XI.E (Audits) of this Agreement. Such audit authority continues during the 10-year Federal Interest Period or, for LEO Subgrants, for seven years after the Closeout date. During the audit period, Subgrantee shall retain all documentation required to support audits and demonstrate compliance with Generally Accepted Accounting Principles, Federal Uniform Guidance (2 CFR Part 200), and this Agreement, including milestone achievement, certifications, disbursements, and required reporting.

VII) Matching Funds

Subgrantee shall provide Matching Funds for the Project in the amount specified in [Attachment 1](#) (Approved Application and Project Summary) and [Attachment 3](#) (Project Budget) to this Agreement. Subgrantee shall expend its committed match amount in proportion to the disbursement amounts issued to Subgrantee pursuant to Section VI.E (Disbursement Milestones). Matching Funds are not subject to the retainage requirements under Section VI.E (Disbursement Milestones). Each report of match expenditures required pursuant to Section VI.F (Disbursement Requests) shall include a legally binding attestation.

Subgrantee shall have committed and documented the full amount of Matching Funds to the Department prior to the execution of this Agreement. Funds from other federal programs, including funds from the FCC's Universal Service Fund programs, may not be used as Matching Funds except as allowed by the BEAD NOFO and other applicable BEAD program rules.

Matching Funds may be provided in the form of cash or in-kind contributions, so long as such contributions are made consistent with the requirements set forth in Federal Uniform Guidance (2 C.F.R. Part 200). The Office may, at any time, verify Matching Funds, including, but not limited to, comparing in-kind contributions to current invoices for products and services proposed as in-kind match funding, mortgage statements, rental rates, or timekeeping records for services spent on BEAD Program work. All Matching Funds must meet the requirements for reasonable and allowable costs under this Agreement.

Subgrantee may request a waiver of the non-Federal share requirement of the BEAD program rules from the Department during the Project. Any waiver request under this Agreement must be clearly documented and supported by Subgrantee. The Department, in its sole discretion, may approve Subgrantee's waiver request to be submitted to NTIA and considered by the

Assistant Secretary. Subgrantee acknowledges that any waiver request shall only be granted upon approval by NTIA and in special circumstances identified in the BEAD NOFO and subsequent NTIA guidance and amendments to the NOFO. Any approved waiver shall be communicated to Subgrantee in writing.

Subgrantee shall retain records detailing the source, amount, quantity, timing, and delivery of Matching Funds through the life of this Agreement and up to 10 years after the Closeout Date, consistent with the requirements of 2 C.F.R. § 200.306 and the BEAD Program rules.

Subgrantee must certify, as required in [Attachment 7](#) (Protecting BEAD Program from Defaults), that neither Subgrantee nor any of its affiliates shall require or accept any additional federal funds or broadband service subsidies to support this Project or any BSLs included in the Project during the Period of Performance and any applicable Federal Interest Period.

VIII) Permissible Costs; Use of Award Funds

A. Permissible Uses of Funds

Award Funds shall be used solely for allowable costs incurred for deployment of the Project and for no other purpose. The use of Award Funds shall adhere to the terms of this Agreement, and the authorities identified in Section I (Incorporation by Reference and Order of Preference) of this Agreement.

The Department shall disburse Grant Funds to Subgrantee for allowable and allocable costs that are reasonable and necessary to complete the work and obtain the goods and services provided for under this Agreement, provided that such costs do not exceed the Grant Funds amount. Allowable costs are determined in accordance with 2 C.F.R. Part 200 and applicable BEAD program rules.

However, any costs incurred by Subgrantee prior to the Effective Date of this Agreement (pre-award costs) shall not be eligible for disbursement absent specific written approval by the Department. The Department may approve such costs upon Subgrantee's submission of receipts, invoices, and documentation demonstrating that the costs were allowable and necessary for efficient and timely performance of the Project. Such documentation must be submitted after the Effective Date of this Agreement, and reimbursement shall be given after approval of the expense and limited to the initial milestone payment under Section VI.E (Disbursement Milestones). Costs incurred by Subgrantee after the Period of Performance or after submission of the Project Completion documentation shall not be reimbursable.

As authorized by NTIA, including as described in its UGPN, and pursuant to exceptions of 2 C.F.R. §§ 200.333 and 200.201(b) approved by OMB, the Office has elected to make this award as a fixed-amount subaward and, as further allowed by NTIA, to require Subgrantee to submit

evidence of the reasonableness of costs. Cost overruns shall be borne by Subgrantee. Subgrantee must report its expenses as compared with its approved Project Budget pursuant to Section VI (Disbursements) and Section XI (Reporting and Audits) of this Agreement, using Generally Accepted Accounting Principles or other standard accounting practices, and must monitor the relative proportion of costs across key spending areas.

The Parties understand and agree that the Department may not reimburse or disburse BEAD funds to Subgrantee for costs that the Federal Grant Officer, as authorized by the DOC, determines are not eligible for BEAD funding. The Parties agree to work in good faith, including through audits or additional reporting, to ensure that costs approved by the Department for disbursement under this Agreement are found to be allowable by the Federal Grant Officer, as authorized by the DOC.

Subgrantee acknowledges that, while the federal cost principles do not govern fixed-amount subawards, the Department shall look to those principles as a guide when reviewing disbursement requests.

Subgrantee shall be responsible for all Project costs that exceed the amount of the Grant Funds. In the event the available Grant Funds are insufficient to satisfy all Project costs, Subgrantee shall nevertheless be responsible for fulfilling all its obligations under this Agreement. In all circumstances, the Parties expressly agree that the Department is not responsible for reimbursing any costs or disbursing any Grant Funds for which it has not received funding from the federal government.

Subgrantee shall reimburse the Department for any Grant Funds determined by the Department to be ineligible, misused, misappropriated, or inadequately documented. If the Department determines that any provision of this Agreement has been breached by Subgrantee, the Department may, in addition to any other remedies available under this Agreement, require reimbursement or a clawback of any or all related Grant Funds already disbursed to Subgrantee. Any reimbursement required by the Department, with or without termination of this Agreement, shall be due within thirty (30) calendar days after the Department gives written notice to Subgrantee. The Department also reserves the right to recover such Grant Funds by any lawful means, including litigation and drawing upon any letter of credit, performance, or payment bond.

Subgrantee must reimburse the Department for all suits, actions, claims, reasonable attorneys' fees, and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

B. Prohibited Uses of Award Funds

In addition to any use of Award Funds prohibited or made ineligible by state or federal law, regulation, or policy, the following are prohibited uses of Award Funds and are not allowable costs under this Agreement (whether by Subgrantee or lower-tier Subgrantees, contractors, or subcontractors):

1. Duplication of Funding

Subgrantee certifies, as specified in [Attachment 7](#) (Protecting BEAD Program from Defaults), that it may not accept or use additional federal or state funds to support the Project or its obligations under this Agreement and the BEAD Program rules during the Period of Performance and Federal Interest Period, except as authorized by the BEAD Program rules. In addition, Subgrantee may not use Award Funds for expenditures already allocated to other federal or state funding sources.

2. Prohibition Against Payment of Bonus or Commissions

Payment of any bonus or commission for the purpose of obtaining approval or concurrence under this Agreement.

3. Political Activity

Any partisan political activity or expenditure to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

4. Prohibited Equipment and Services

Purchase or support of (a) any covered communications equipment or service (as defined in Section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608)) or 2 CFR § 200.216; and (b) fiber-optic cable and optical transmission equipment manufactured in the People's Republic of China.

5. Incremental Profits and Fees

A profit, fee, or other incremental charge above actual cost. The Parties expressly acknowledge that this prohibition does not extend to program income, which Subgrantee may retain without restriction, including as profit.

6. Collective Bargaining

Direct or indirect support of, or opposition to, collective bargaining.

IX) Subgrantee Service Obligations

A. Broadband Service Obligations

Subgrantee agrees that, in connection with the provision of Broadband Service over the Project's network during the Period of Performance:

- 1) Subgrantee's Project network shall be capable of providing Qualifying Broadband Service to each location served by the Project and shall begin providing that service to each End User requesting broadband service on reasonable and nondiscriminatory terms and conditions, no later than four (4) years after the Effective Date of this Agreement.
- 2) Subgrantee shall offer the advertised minimum download speeds, minimum upload speeds, and latency set forth in [Attachment 1](#) to every location in the Project and, in no event, less than 100 Mbps download and 20 Mbps upload, with latency of less than or equal to 100 ms, as measured by Subgrantee and required by the BEAD NOFO, BEAD RPN, and BEAD Performance Measurement Policy Notice.
- 3) Subgrantee shall be capable of performing a standard installation of Qualifying Broadband Service for an End User at a standard installation charge within ten (10) business days after the date on which a service request is submitted.

B. Other Obligations

1. Public Notice

Subgrantee shall carry out public awareness campaigns in the funded Project Area to highlight the value and benefits of broadband service and promote broadband adoption by consumers. Such campaigns shall include information about Subgrantee's new or newly upgraded offerings and low-cost broadband service options for Eligible Subscribers. Subgrantee shall provide public notice online and through other means and shall submit such notice to the Department.

2. Middle-Mile Interconnection

Any Subgrantee with Middle-Mile Infrastructure network facilities funded as part of this Project must deploy broadband infrastructure in or through any area required to reach interconnection points or otherwise ensure the technical feasibility and financial sustainability of providing broadband service to Unserved Locations, Underserved Locations, or eligible Community Anchor Institutions. If Subgrantee is no longer able to provide broadband service to the BSLs covered by the Project on a retail basis, Subgrantee acknowledges that remedial action shall be taken to ensure continuity of service.

3. Conduit Access Points

Any work involving laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

4. Network Resiliency Plans

Subgrantee shall maintain plans, procedures, and resources to support network resiliency, mitigate outages, reliably meet BEAD performance measures, and conduct disaster recovery and restoration. Such plans shall document Subgrantee's efforts to comply with NTIA performance requirements and the Performance Measurements Policy Notice.

5. Federal Labor and Employment Law Compliance

Subgrantee certified to the Department, as part of its Application, that it has a demonstrated record of compliance with all applicable federal labor and employment laws. Subgrantee shall continue to comply with such laws during its Period of Performance and Federal Interest Period and shall submit updated written confirmations of compliance as part of the monitoring and reporting process under this Agreement.

If Subgrantee is a Tribal entity or the Project is on Tribal Land, any applicable Tribal ordinances requiring preferences in contracting, hiring, firing, or payment of a TERO ("Tribal Employment Rights Ordinance") fee are incorporated herein by reference. Payment of a TERO fee is an allowable expense that is necessary and reasonable for proper and efficient performance and administration of the award pursuant to 2 C.F.R. 200.403.

The Department reserves the right to require additional certifications, reporting, and audits to confirm ongoing compliance with applicable federal labor and employment laws.

6. Cybersecurity and Supply Chain Risk Management

Subgrantee shall submit a Cybersecurity Risk Management Plan and a Supply Chain Risk Management Plan to the Department. Subgrantee shall notify the Department of any substantive changes to either plan within 30 days of the change.

Subgrantee shall comply with prudent cybersecurity and supply chain risk management practices, including those identified by the Department, NTIA, NIST, or the FCC. Subgrantee shall make the attestations regarding its cybersecurity and supply chain management practices specified in [Attachment 6](#) (Cybersecurity and Supply Chain Risk Management Attestation). To the extent Subgrantee relies, in whole or in part, on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), Subgrantee shall obtain from that third-party network provider attestations regarding cybersecurity and supply chain risk

management practices substantially in the form set forth in [Attachment 6](#) (Cybersecurity and Supply Chain Risk Management Attestation).

7. Low-Cost Service Option (LCSO)

The term “Eligible Subscriber” means any household seeking to subscribe to broadband internet access service that is eligible for the FCC’s Lifeline Program under 47 C.F.R. Part 54, Subpart E, et seq., (Universal Service Support for Low-Income Consumers).

Subgrantee must offer an LCSO to Eligible Subscribers as described in [Attachment 1](#) (Approved Application and Project Summary). In no event shall the LCSO offer speeds of less than 100/20 Mbps or latency performance exceeding 100 ms.

8. Waste, Fraud, and Abuse Hotline

Subgrantee shall establish and widely publicize telephone numbers and email addresses for its internal ethics office (or comparable entity), for the purpose of reporting waste, fraud, or abuse in the BEAD Program. Subgrantee shall produce copies of materials used for such purpose upon request of NTIA.

9. Reporting

Subgrantee shall submit all required reports as specified in Section XI (Reporting and Audits) and [Attachment 10](#) (Reporting). In addition, Subgrantee shall comply with all modified or increased risk-mitigation, reporting, auditing, and monitoring activities as updated by the Department pursuant to this Agreement.

10. Property Standards

Subgrantee shall comply with all property standards requirements included in [Attachment 9](#) (Property Standards) and 2 C.F.R. §200.310-316, as modified by the UGPN and NTIA BEAD Terms and Conditions. For purposes of this Agreement, the useful life of Project Property shall coincide with the Federal Interest Period. Title to Project Property vest in Subgrantee upon acquisition, subject to the exceptions and clarifications set forth in [Attachment 9](#) (Property Standards), which remain in effect throughout the Federal Interest Period. NTIA shall not take a federal interest in equipment or property acquired or improved with a LEO Capacity Subgrant.

11. Other Federal Obligations

Subgrantee shall fulfill the other federal obligations set forth in [Attachment 8](#) (Other Federal Obligations).

x) Subgrantee Obligations during Federal Interest Period for non-LEO Subgrants and Period of Performance for LEO Subgrants

Subgrantee explicitly acknowledges the obligations specified in Section IX. (Subgrantee Service Obligations) survive beyond the Period of Performance and the Closeout of this award and remain in effect during the entirety of the Federal Interest Period. For LEO Subgrants, the applicable obligations remain in effect for the entire Period of Performance under the Agreement, as defined under [Addendum 1](#). The full duration of this Agreement shall thus encompass both the Period of Performance and the Federal Interest Period, or, for LEO Capacity Subgrants, the extended Period of Performance.

During the Federal Interest Period for non-LEO Subgrants, or the Period of Performance for LEO Subgrants, the Parties agree that if Subgrantee, at any time during the Federal Interest Period, is no longer able to provide Broadband Service to the End Users on a retail basis, remedial action shall be taken to ensure continuity of service. Subgrantee shall, after consultation with and written approval by the Department or NTIA, sell Project network capacity at a reasonable wholesale rate on a nondiscriminatory basis to one or more other broadband service providers or public-sector entities. The Department may require Subgrantee to take appropriate remedial actions, so long as such actions result in continued retail service to End Users in the grant area.

xi) Reporting and Audits

A. Reporting

Subgrantee shall support BEAD Program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner and by cooperating with the DOC, NTIA, the Department, and external program evaluators.

Subgrantee shall adhere to the monitoring and reporting requirements set forth in this Agreement, the State of Idaho's Initial and Final Proposals, and BEAD Program rules and guidance, all of which are incorporated herein by reference. Subgrantee shall require all contractors and subcontractors working on this Project to also adhere to all applicable monitoring and reporting requirements.

Subgrantee shall file reports specified in [Attachment 10](#) (Reporting), including reporting required during the Federal Interest Period, as applicable. A LEO Subgrantee shall also submit any additional reports and comply with different reporting obligations, as required in [Addendum 1](#) (LEO Satellite Capacity).

Subgrantee acknowledges that the reporting requirements set forth in this Agreement, including [Attachment 10](#) (Reporting), may be updated from time to time. Subgrantee shall

comply with any additional reasonable reporting requirements that the Department determines are necessary to confirm compliance with this Agreement and to meet the reporting requirements established by the NTIA, NIST, or the Department. Subgrantee further acknowledges that the Department must make all Subgrantee reports available to NTIA, NIST, and the Department upon request. Subgrantee shall require its contractors and/or subcontractors working on this Project to comply with all applicable reporting requirements established under this Agreement and to provide reports to the Department requires.

Subgrantee shall certify that all information in any report submitted under this Agreement is accurate and complete and shall maintain sufficient records to substantiate all information reported under this Agreement.

The Department and Subgrantee agree to work in good faith to identify and implement reporting requirements and protocols in a reasonable and timely manner. The Department shall offer technical assistance, reporting templates, and outreach support to assist the Subgrantee in meeting its reporting and compliance efforts.

B. Performance and Testing

The Department shall require Subgrantee to conduct annual performance testing during the Period of Performance. Subgrantee shall test BSLs only after initiating service to End Users on its Subgrantee's BEAD-funded network in Idaho. To satisfy this requirement, Subgrantee may submit test results from any BEAD-funded BSLs in Idaho with active End Users, even if the tested locations are not included in the Project described in [Attachment 1](#) (Approved Application and Project Summary). All performance testing must be conducted, reported, and publicly posted in compliance with the NTIA BEAD Program Notice, *Performance Measures for BEAD Last-Mile Networks*, September 19, 2025 (NTIA Performance Measurement Notice), and any subsequent updates to the Notice.

Subgrantees must annually document and report the methodology, standards, parameters, and results of its performance testing, including a description of any material changes from the prior performance testing submission. Subgrantee must also annually document and report network availability and network outages in compliance with the NTIA Performance Measurement Notice.

Subgrantees must submit a report with the results of these tests and a detailed per-location file, no later than the third quarterly report of each year during the Period of Performance and with the Project Completion Report referenced in [Attachment 4](#) (Project Completion Criteria).

Upon review of the Performance Measurement test results, if the Department determines that the results are non-compliant with the performance obligations in this Agreement and other BEAD Program rules, the Department shall provide notice to Subgrantee and shall apply any

necessary corrective action plans or mitigation measures pursuant to Section XI.C (Risk Assessment) and Section XIII (Nonperformance, Termination and Other Remedies).

The Department may, in its sole discretion, conduct additional performance testing to verify compliance with the terms of this Agreement during the term of this Agreement, during the extended Period of Performance for LEO Subgrants, and during the Federal Interest Period for non-LEO Subgrants, (up to ten (10) years after the Closeout Date). The Department may conduct performance testing both before and after issuing a disbursement to Subgrantee for claimed allowable expenditures. If the Department elects to conduct such testing before issuing a disbursement, it shall do so within a reasonable time and no later than one (1) year after Closeout.

C. Risk Assessment and Monitoring

The Department shall conduct and document an initial risk assessment of Subgrantee to ensure that Subgrantee can carry out grant activities in full compliance with all state and federal regulations and BEAD Program requirements. The Department shall perform this risk assessment using the criteria described in 2 C.F.R. §200.206 and information provided by Subgrantee during the selection process. Prior to finalizing this Agreement, the Department shall tailor its initial risk mitigation and monitoring activities based on the results of the assessment.

The Department shall also update its risk assessment periodically using Subgrantee's Quarterly Reporting and information obtained through ongoing monitoring of Subgrantee's performance and the performance of its contractors and subcontractors. The results of these ongoing assessments may result in the application of Specific Award Conditions or modifications and changes to the Department's risk mitigation and monitoring requirements, including additional reporting, inspections, site visits, meetings, and corrective action plans throughout the Period of Performance and Federal Interest Period.

Risk assessment findings from the initial risk assessment or any ongoing annual risk assessment that may trigger a reclassification of Subgrantee into a higher-risk category include:

- a. Reports of waste, fraud, and/or abuse;
- b. Significant modifications to Project activities or budget;
- c. Excessive or minimal progress in achieving Project milestones as described in Subgrantee's contract;
- d. Identification of Subgrantee's failure to meet its Matching Funds commitment;
- e. Identification of waste, fraud, and/or abuse of Grant Funds during expenditure report reviews;

- f. Consistent delinquency in the submission of and/or completeness of reports;
- g. Potential violations of federal, state, or BEAD Program conditions;
- h. Violations of contract terms and conditions;
- i. Violations of certifications;
- j. Failure to update or provide a compliant supply chain risk management plan or cybersecurity plan;
- k. Audit findings; or
- l. Management or key personnel changes that could affect performance.

Ongoing risk assessments may also result in the removal or reduction of risk mitigation and monitoring activities when Subgrantee resolves any of the performance-related concerns listed above.

The Department shall develop a risk mitigation, monitoring, and compliance plan for all grant-funded activities that shall apply appropriate and reasonable risk mitigation and monitoring measures. Upon reasonable notice to Subgrantee, the Department shall have discretion regarding the timing and manner of such activities, which can include the application of Specific Award Conditions, reporting requirements, site visits, desk reviews, information requests, audits, corrective actions, and meetings, in proportion to the identified level of risk and for the purpose of mitigating risks of noncompliance and contractual defaults.

Subgrantee hereby agrees, and shall require all contractors and subcontractors working on the Project to agree, to cooperate fully and in a timely manner with the Department's monitoring of the Project and waives any objection to the Department's determination of the Project's risk level or monitoring needs. The Department shall advise Subgrantee of any specific areas of concern and may impose Specific Award Conditions or other corrective actions resulting from its risk assessments or risk mitigation and monitoring findings.

D. Recordkeeping

Subgrantee agrees to, and shall require all contractors and subcontractors working on the Project to, keep records, including budgets, expenses, receipts, financial reports, supporting documents, deployment and operational records, statistical records, and all other records pertinent to Award Funds, the Project, and this Agreement, and to make them available to the Department upon request. Such records shall be retained after Closeout and throughout the Federal Interest Period or, for LEO Subgrants, throughout the extended Period of Performance and for seven (7) years after Closeout. This should include all Subgrantee network designs, diagrams, Project costs, buildout timelines and milestones, Project implementation schedules, and capital investment schedules submitted as part of the Application process, and this Agreement.

Subgrantee acknowledges that NTIA, NIST, Inspectors General, the Comptroller General of the United States, the Department, and their authorized representatives shall have the right to access any documents, papers, or other records which are pertinent to Award Funds, the Project, and this Agreement for the purpose of conducting audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Subgrantee's personnel for interviews and discussions related to such records.

E. Audits

Subgrantee must maintain adequate financial systems and records to accurately account for Award Funds. The Department, NTIA, the DOC Office of Inspector General, or another authorized state or federal agency may conduct an audit of an award at any time pursuant to the authority provided under 2 C.F.R. §200.332. Part 200, Subpart F, including 2 C.F.R. §200.501 and §200.507. Such audit authority shall include audits to determine compliance with all obligations under this Agreement and all federal, state, and local requirements and shall extend to the performance of Subgrantee, its contractors, and its subcontractors. Such authority shall remain after Closeout and throughout the Federal Interest Period or, for LEO Subgrants, for the extended Period of Performance and or seven (7) years after Closeout.

If Subgrantee is a for-profit entity subject to 2 C.F.R. §200.501(i) and expends \$1 million or more in federal grants during its fiscal year, it must annually submit to the Department and the Grants Officer either:

- (i) a financial-related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or
- (ii) a program-specific audit for each subgrant in accordance with the requirements of 2 C.F.R. § 200.507.

Subgrantee, with notice to the Department, may batch audit submissions across multiple BEAD-funded projects or federal grant programs. Audits are to be performed annually in accordance with 2 C.F.R. § 200.425. Subgrantee may include, in the Project Budget ([Attachment 3](#)), a line item for allowable audit costs, subject to the approval of the Department and the NIST Grants Officer.

A copy of the audit report shall be submitted to the Department no later than the earlier of: (a) thirty (30) calendar days after receipt of the auditor's report(s); or (b) nine (9) months after the end of the audit period. The Department shall submit the audit report to the NIST Grants Officer.

Subgrantee shall make all necessary efforts to assist the Department in verifying, for the benefit of the Department and federal auditors, that Award Funds have been expended in a manner

consistent with this Agreement and within the timeframe established in Subgrantee's Application, beginning on the Effective Date.

Subgrantee shall, and, where applicable, shall require its contractors and subcontractors working on the Project to, prepare appropriate audited financial statements, including a Schedule of Expenditures of Federal Awards in accordance with 2 C.F.R. § 200.510, and provide the Department with access to personnel, accounts, books, records, supporting documentation, and other information as needed.

If Subgrantee fails to document the receipt and expenditure of Award Funds on eligible Project-related expenses, as allowed under this fixed-amount subaward and the NTIA UGPN, including properly approved material changes to the Project within the Agreement, Subgrantee agrees to immediately return to the Department any Grant Funds that were not properly expended, as specified in Section VIII (Permissible Uses of Award Funds) and Section XIII (Non-Performance). Those funds, regardless of source, shall be returned to the Department within ten (10) business days after request.

F. Protected and Proprietary Information

Notwithstanding any other provision of this Agreement, Subgrantee and the Department agree that all records related to the Idaho BEAD program are public records under the Idaho Public Records Law, Idaho Code § 74-101 et seq., subject to applicable exemptions from disclosure, including, without limitation, exemptions for trade secrets and proprietary information; provided, however, that Subgrantee includes an adequate restrictive legend on each page containing information that it deems protected and proprietary.

Subgrantee shall provide redacted and unredacted versions of submissions or documents provided to the Department that contain confidential, trade secret, or proprietary information to assist the Department with responses to public records requests relating to the Subgrantee's Project or any aspect of the Idaho BEAD Program.

In accordance with 2 C.F.R. § 200.303(e), the Department and Subgrantee shall take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with this Agreement. The Department shall give Subgrantee reasonable written notice of any request for production of records that may that may disclosure such materials, to allow Subgrantee to seek court protection from production as it deems appropriate.

G. Access to Persons and Records

Pursuant to 2 C.F.R. § 200.337, the Department, the Department of Commerce Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, any other appropriate state or federal agency, and the authorized

representatives of these entities are authorized to examine all books, records, papers, and accounts of Subgrantee and any contractor or subcontractor of Subgrantee insofar as such materials relate to the performance of this Agreement or to funds disbursed under this Agreement. Subgrantee shall, and shall require its contractors and subcontractors working on the Project to, maintain and retain all records, books, papers, and other documents covered by this Section throughout the Federal Interest Period or, for LEO Subgrants, for seven (7) years after the Closeout date, or for any longer period necessary to resolve litigation, claims, negotiations, audits, or other inquiries involving this Agreement. Subgrantee shall, and shall require its contractors and subcontractors working on the Project to, make all records, books, papers, and other documents relating to this Agreement available at reasonable times for inspection, review, and audit by the authorized representatives of the Department, the U.S. Department of Commerce, the U.S. Government Accountability Office, and any other authorized state or federal oversight agency. The Department may impose additional audit or reporting requirements if, in the Department's opinion, such requirements are mandated by federal or state law or regulation.

XII) Representations and Warranties

A. The Department Representation and Warranties

The Department represents, warrants and agrees that it, and any agency, instrumentality, or subdivision thereof, shall not enforce any law, regulation, executive order, contracting requirement, or other enforceable obligation that directly or indirectly regulates the rates, terms, or conditions of broadband Internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality, open access, or other utility-style rules on broadband Internet service against Subgrantee or its affiliates anywhere it provides service within the Department's jurisdiction, while Subgrantee has any Subgrant within its Period of Performance, extended Period of Performance or Federal Interest Period..

For purposes of this provision, a "net neutrality rule" is any law, order, contracting requirement, or other enforceable obligation by the Department that prohibits Internet service providers from, among other things, blocking content, throttling speeds, imposing data caps, or engaging in paid prioritization, or that subjects Internet service providers to a general conduct standard or similar standard.

B. Subgrantee Representation and Warranties

Subgrantee represents and warrants:

- 1) It is authorized to do business in the State of Idaho and is properly licensed and in compliance with all applicable local, state, and federal laws necessary to perform all work included within its Application.

- 2) The execution and performance of this Agreement, and each and every other document required to be delivered hereunder, are within Subgrantee's powers, have been duly authorized by all necessary corporate action, have received all necessary approvals, authorizations, endorsements, and certifications, and do not contravene any law, regulation, decree, or any contractual restriction.
- 3) This Agreement, and each and every other document required to be delivered hereunder, when duly executed and delivered, shall constitute the legal, valid, and binding obligations of Subgrantee, enforceable in accordance with their respective terms.
- 4) To the best of Subgrantee's knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency that may adversely affect the financial condition or operations of Subgrantee.
- 5) Subgrantee warrants that it has the financial and managerial capacity to meet: (a) the commitments of Subgrantee under the Subgrant; (b) the requirements of the Program; and (c) any additional requirements prescribed by the Assistant Secretary.
- 6) Subgrantee warrants that the Project developed hereunder shall be free from defects in design, construction, and implementation and shall continue to meet the specifications agreed to in this Agreement through the Closeout Date. Until the Closeout Date, Subgrantee shall, without additional charge to the Department, correct any such defects and make any additions, modifications, or adjustments to the Project necessary to keep the Project operating as specified in its Application and under this Agreement.
- 7) Subgrantee warrants the specific operating performance characteristics of the services developed and/or installed hereunder, as stated in its Application, this Agreement, and any approved material changes to the Project, if applicable.
- 8) Subgrantee warrants, to the best of its knowledge and belief and except to the extent already disclosed to the Department, that no facts or circumstances exist that could give rise to a personal or organizational conflict of interest. Subgrantee further warrants that neither it nor its agents or representatives has any interest, nor shall they acquire any direct or indirect interest, that would conflict in any manner or degree with the Project work. If, after execution of this Agreement, Subgrantee discovers or becomes aware of an actual or potential conflict of interest, it shall immediately and fully disclose such interest in writing to the Department. The Department reserves the right to make the final determination regarding the existence of any conflicts of interest, and Subgrantee agrees to abide by the Department's determination.

XIII) Nonperformance, Termination, and Other Remedies

Nonperformance, termination, and other remedies for non-performance shall be handled consistently and in accordance with the authorities set forth in Section I of this Agreement. When a determination or decision regarding non-performance is to be made, the Department shall make such determination or decision in good faith and through the exercise of reasonable discretion.

A. Non-Performance

Non-performance occurs when a Subgrantee fails to comply with any requirements under the U.S. Constitution, applicable federal statutes (to include 47 U.S.C. § 1702), applicable regulations, Specific Award Conditions applicable to Idaho's BEAD Program award, GT&Cs for the BEAD Program, the BEAD NOFO, the BEAD RPN, DOC GT&Cs, NTIA Program Policy Notices, Idaho's BEAD Initial Proposal, this Agreement, and Subgrantee's Application as accepted by the Department.

B. Non-Performance Administrative Sanctions, Damages

1. General Authority

The Department and NTIA may enforce applicable laws, regulations, and BEAD Program requirements, including policies for governing wasteful, fraudulent, or abusive expenditures, by imposing administrative measures, equitable remedies, termination of this Agreement, or damages for non-performance. Such administrative sanctions or damages may include, but are not limited to, the imposition of Specific Award Conditions, additional monitoring and reporting conditions, payment suspension, award suspension, grant termination, de-obligation or a clawback of funds, and suspension or debarment of the organization or its personnel. Penalties may be imposed only for failure to meet applicable statutory obligations under this Agreement where the statute explicitly allows for the imposition of penalties.

The Department may also impose Specific Award Conditions, additional monitoring and reporting conditions, administrative sanctions, damages, or pursue other legal remedies in response to findings of non-performance by NTIA, NIST, or DOC related to activities funded under this Agreement.

2. Additional Conditions

Administrative sanctions or damages for non-performance by Subgrantee may include the imposition of additional conditions, as described in 2 C.F.R. § 200.208.

Project activities with significant impacts on the environment or historic resources may face de-obligation of funding or Agreement termination if such impacts cannot be avoided, minimized, or mitigated.

3. Remedies when Additional Conditions are Insufficient

If the Department, NTIA, or DOC determines that non-performance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, in addition to any other remedies authorized under this Agreement or applicable federal or state law, as appropriate under the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by the Department, including any action the Department is required to impose as part of its agreement with NTIA;
- b) Disallow the use of funds and any applicable matching credit for all or part of the cost of any activity or action not in compliance;
- c) Wholly or partially suspend or terminate this Agreement, to the extent authorized by law, where the award and/or Project no longer advances the goals of the BEAD Program or federal agency priorities;
- d) If the funded network fails to meet required speed or latency network standards as described in [Attachment 1](#), Subgrantee shall improve the network until the minimum performance standards are met. Failure to do so may result in forfeiture of an amount up to the full award;
- e) Recommend initiation of suspension or debarment proceedings by the DOC as authorized under 2 C.F.R. Part 180 and implementing regulations;
- f) Withhold further Idaho BEAD Program awards;
- g) Submit a claim against any applicable bonds and/or draw from any letter of credit; or
- h) Pursue any other legal or equitable remedies available under applicable law.

4. Recovery of Grant Funds through Claw Back

If the Department or NTIA determines that Subgrantee has failed to comply with any material requirement under applicable law or this Agreement, and Subgrantee cannot or will not remedy such failure, the Department or NTIA may, in its discretion, claw back previously disbursed Grant Funds and require Subgrantee to return up to the full amount of Grant Funds received. The Department shall have sole discretion to determine the amount of Grant Funds to be returned. Subgrantee shall return such funds within thirty (30) days of the written notice of the intent to claw back funds, regardless of whether the funds have already been disbursed. If Subgrantee fails to timely return the Grant Funds identified by the Department, the Department may initiate collection efforts, including, but not limited to, recovery of legal expenses, drawing upon any letter of credit, or enforcing any applicable performance bond.

The clawback of funds may be imposed in addition to other remedies available under this Agreement.

If Subgrantee is required to forfeit Grant Funds under this provision, Subgrantee shall be liable for an amount up to the total Grant Funds disbursed, plus interest. For purposes of this provision, the number of End Users subscribing to Qualifying Broadband Services offered by Subgrantee within the Project area shall not be a measure of performance under this Agreement.

The Parties acknowledge that NTIA may pursue a clawback of funds directly from the Department if the Department fails to fully hold Subgrantee accountable for the law. To the extent NTIA successfully pursues a clawback from the Department on these grounds, Subgrantee shall reimburse the Department in an amount equal to the clawback and shall indemnify, defend, and hold harmless the Department from and against any costs, expenses, collection fees, attorneys' fees, or other damages incurred as a result of Subgrantee's failure to comply with the terms of this Agreement. Subgrantee agrees, acknowledges, and understands that any default under this provision shall require payment of all associated costs and expenses sought by the Department, which shall be due and payable upon written demand. Interest shall accrue on any amount due under this provision at a rate of 1.5% per month, or fraction thereof, from the date requested until paid.

Subgrantee must provide written notice to the Department of its request to cancel the award and terminate this Agreement. Such notice must be signed by Subgrantee's Authorized Organization Representative. If the Department approves the termination request, Subgrantee shall be required to return up to the entire amount of the Grant Funds previously disbursed. The exact amount to be returned shall be determined by the Department. All funds must be returned within thirty (30) calendar days of the Department's approval of the termination.

5. Reversion

Subject to the exceptions set forth in Section XIV.F (Force Majeure), if Subgrantee fails to perform and fails to return the full forfeited amount required under this Section, ownership and use of the broadband infrastructure funded by the Idaho BEAD Program shall revert to the Department. Subgrantee shall indemnify, defend, and hold harmless the Department from and against any costs, expenses, collection fees, attorneys' fees, or other damages incurred as a result of the Subgrantee's failure to comply with the terms of its Grant Award. Any default under this Section shall require payment of such costs and expenses upon written demand by the Department. Interest shall accrue on any amount due under this provision at a rate of 1.5% per month, or fraction thereof, from the date requested until paid.

C. Indemnification

Subgrantee assumes all liability for any and all injuries, damages, or claims in any way associated with this Agreement or the Project. Subgrantee agrees to protect, defend, indemnify, save, and hold harmless, the Department, the State of Idaho, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all third-party claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any tangible property, to the extent caused by any negligent conduct or willful misconduct act or omission of Subgrantee, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Department as a result of any claims, demands, suits or causes of action (each, an "Indemnified Claim"), except those claims, demands, suits, or causes of action arising out of the negligence of the State of Idaho or its State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers..

Subgrantee shall handle all claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. Subgrantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Idaho may, but is not required to, consult with Subgrantee in the defense of claims, and this shall not affect the Subgrantee's responsibility for the handling of and payment of expenses related to all claims.

Upon receipt of the State's tender of indemnity and defense, Subgrantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Subgrantee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Agreement. Subgrantee shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction.

Any legal defense provided by Subgrantee to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1). The State must approve all settlement offers and agreements made on its behalf and has the option to attend any settlement or alternative dispute resolution proceedings.

Subgrantee must defend, indemnify and hold harmless the Department and all its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Subgrantee and lower tier subgrantees, subcontractors, suppliers, vendors, materialmen, and Subgrantee personnel to perform services or otherwise supply products or services.

Subgrantee must also hold the Department harmless for any audit disallowance irrespective of whether the audit is ordered by federal or state agencies or by the courts. If an audit is required by federal law and if Subgrantee is also the recipient of funds by or through the Department under the same or a separate grant or contract program, then the Department-funded programs must also be included in the scope of the federally required audit.

This Section shall survive the termination or expiration of this Agreement.

D. Termination under Material Program Change

The Department reserves the right to terminate the award of Grant Funds and this Agreement at any time, regardless of Subgrantee's compliance, if there is a change in federal funding or its availability, including, but not limited to, a change in federal funding requirements, guidance, or laws affecting the availability or authorizing the changes to the availability of such funding, or if the award no longer serves the purposes of the federal program. In any and all events, the Parties expressly agree that the Department shall not be responsible for reimbursing any costs or the disbursement of any payment for which it has not received corresponding federal funds.

If the Department elects to terminate this Agreement under this Section, it shall provide written notice to Subgrantee specifying the effective date of termination, which shall be no fewer than thirty (30) calendar days after Subgrantee's receipt of such notice. This Agreement shall terminate on the date specified in the termination notice. Within ninety (90) calendar days after such termination for a material program change, Subgrantee may submit a termination settlement proposal to the Department seeking reasonable, documented, and allowable costs not previously included in any disbursement. The cost principles and cost-reimbursement procedures under 2 C.F.R. Part 200 shall govern any termination for convenience under this Section.

XIV) Other Provisions

A. Assignment or Transfer

Subgrantee shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Department. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subgrantee's rights or obligations approved by the Department shall be subject to the provisions of this Agreement and any

additional requirements of the BEAD Program and the DOC. For purposes of this Agreement, an assignment or transfer includes, but is not limited to, any merger, consolidation, reorganization or similar transaction, or the sale, lease, license or other disposition of all or substantially all of Subgrantee's assets or business. Any direct or indirect change of control of Subgrantee, or any subcontracting arrangement relating to this Agreement, shall be deemed an assignment or transfer.

The Parties acknowledge that if the Department, in its sole discretion, conditionally approves a proposed assignment or transfer, the Department shall use reasonable efforts to obtain any required prior written approval from NTIA. The Parties further acknowledge that such approval may require a novation consistent with applicable federal requirements. Additionally, if applicable licenses, permits, or other requirements require approval from a third party (e.g., FCC or state agencies), any assignment or transfer shall be conditioned on securing these approvals. Subgrantee shall be responsible for obtaining all necessary third-party approvals and shall bear all costs and expenses associated therewith. Subgrantee acknowledges and agrees that pursuant to Idaho Code section 67-1027 (as in effect on the date of execution of this Agreement), the "authority of the State Controller to recognize assignments of obligations owing by the State of Idaho is limited to those assignments as may be specially approved by the State Board of Examiners."

Subgrantee shall provide the Department with no fewer than ninety (90) calendar days prior written notice of any proposed assignment, or transfer, or transaction anticipated to result in a direct or indirect change of control of Subgrantee. The Department may require the Subgrantee to provide supporting information to evaluate the proposed transaction, grant conditional consent, or obtain advance NTIA approval. Any agreement assigning, transferring, or subcontracting any portion of the Project work shall mandate compliance with all covenants, obligations, and requirements of this Agreement and Subgrantee shall continue to be bound by such covenants, obligations, requirements of this Agreement.

B. Amendments and Modifications

- 1) **Mutual Amendment/Modification.** Except as provided in (2) below ("Unilateral Amendment"), this Agreement may only be amended or modified by mutual written agreement signed by both Parties. Communications may be exchanged by e-mail upon the written agreement of the Parties, but e-mail communications are not binding upon the Department and cannot change the terms of this Agreement, the scope of work, exhibit, schedule or any other Agreement document, nor effectuate any change that requires a written amendment, approval, or change.
- 2) **Unilateral Amendment/Modification.** The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term

of the Agreement to incorporate any modifications necessary for the Department's and Subgrantee's compliance with all applicable state and federal laws, regulations, requirements and guidelines. The Department will endeavor to provide reasonable advanced notice to Subgrantee of any unilateral amendment. Subgrantee agrees to comply with all state and federal laws, regulations, requirements and guidelines applicable to the Project, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement.

- 3) **Third-Party Approval.** The Department and Subgrantee acknowledge that any amendments to this Agreement may require approval by a third-party and that no updates, changes, modifications or amendments to this Agreement can take effect until any required third-party approval is obtained. The Department and Subgrantee agree to notify any third party in a timely manner when approval is required. Parties agree to cooperate in good faith to obtain any required third-party approval. This provision includes any required approval under NTIA BEAD Program Rules or Idaho state law.
- 4) **Subgrantee Request for Modification or Amendment.** Any notice from Subgrantee requesting a modification or amendment of this Agreement must be provided in writing and delivered to the Department by certified mail, registered mail, or by courier service providing proof of delivery, which are deemed received upon actual delivery as evidenced by a signed receipt or delivery confirmation. Notice by email alone shall not constitute effective notice of the Subgrantee's requested modification or amendment. The notice must include a detailed description of the relevant provisions(s) of this Agreement, events, date(s) of occurrence(s), issue(s), and documentation supporting a requested modification or amendment. A copy of the notice must be contemporaneously submitted to the designated e-mail address shown immediately below. Failure to comply with these notice and delivery requirements may result in a waiver or rejection of a modification or amendment, unless expressly waived in writing by the Department.

C. Conflicts of Interest

No officer or employee of Subgrantee or the Department shall have any direct or indirect personal pecuniary interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project that is the subject of this Agreement. Subgrantee shall promptly notify the Department should it become aware of any violation of, or attempt to circumvent, the requirements of this Section.

Subgrantee certifies to the Department that, as of the date hereof, and to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Department 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 Subgrantee, that employs or is about to employ a Covered Individual, has a financial or other interest in, or has received a tangible personal benefit from, Subgrantee.

Subgrantee certifies to the Department that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the Department. Should the Subgrantee 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 the Department in writing

D. Governing Law, Jurisdiction, Venue

This Agreement shall be governed under the laws of the State of Idaho without regard to any conflict of laws rules that would result in the application of the laws of a jurisdiction other than the State of Idaho. The jurisdiction and venue for any dispute arising between the Parties shall be the courts located in Ada County, State of Idaho and the Parties hereby agree and submit to such jurisdiction

E. Sovereign Immunity

Nothing in this Agreement is intended to waive, nor shall it act as a waiver of, the sovereign immunity of the State of Idaho.

F. Force Majeure

Neither Party shall be liable nor deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, war, or escalation of hostilities, provided that in all cases the Subgrantee shall notify the Department promptly in writing of any cause for delay and the Department concurs that the delay was beyond the control and without the fault or negligence of the Subgrantee. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Subgrantee's finances shall not be a Force Majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement. Typical weather patterns are foreseeable and shall not constitute cause pursuant to this paragraph. The Department, in its sole discretion, shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances.

G. Notice

All notices and communications provided for under this Agreement shall be written and delivered by mail, email, or personal delivery to the addresses identified below or at such other address as shall be designated by a Party through written notice to the other Party.

If to the Department, then to:

Idaho Department of Commerce
Idaho Office of Broadband Director
broadband@commerce.idaho.gov
208-334-2470

If to Subgrantee, then to:

Name, Title _____
Subgrantee Name _____
Email _____
Phone _____

A separate written formal notice, amendment, or document, in complete and appropriate form, may be attached to an email. By typing its name or inserting an electronic signature on this Agreement or any formal notice, amendment, or document and sending same to the Department electronically, Subgrantee is signing electronically. Subgrantee agrees its electronic signature ("E-Signature") is the legal and binding equivalent of its manual or handwritten signature and that no certification authority or other third -party verification is necessary to validate its E-Signature

H. Severability

If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision

I. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Department, Subgrantee, and their successors and assigns.

J. Waivers

No conditions or provisions of this Agreement may be waived unless approved by the Department and Subgrantee in writing. Failure of the State of Idaho (including, without limitation, the Department) at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State to enforce the same or to enforce

any future compliance with or performance of any of the terms or provisions hereof. No waiver by the State of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

1. Waiver of Objections to Timeliness of Legal Action

Subgrantee knowingly waives any objections it may have regarding the timeliness of any legal action, administrative proceeding, petition, or civil action brought by the State of Idaho (including, without limitation, the Department) to enforce its rights under this Agreement. This waiver includes any objection Subgrantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

K. Insurance Requirements

Subgrantee shall maintain, at its sole expense and throughout the term of this Agreement, the insurance coverages and limits specified below. Such coverage limits may be revised by the Department as required by state or federal law. Upon request, Subgrantee shall provide the certificate of insurance demonstrating compliance with the insurance requirements, including coverage requirements, of this Agreement.

1. Coverage Requirements

Subgrantee shall carry liability and property damage insurance that must protect it and the State of Idaho and all departments from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them. All submitted insurance policies and certificates must be signed copies.

Subgrantee shall not commence work under the Agreement until it obtains all insurance required under this Agreement. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

Subgrantee shall also require all contractors and subcontractors working on the Project to maintain insurance coverage, at the same limits of coverage, as described in this Section.

Commercial General and Umbrella Liability Insurance. Subgrantee shall maintain Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella Liability

Insurance with limits of not less than \$1,000,000 per occurrence. If the CGL policy contains a general aggregate limit, such limit shall apply separately to this Agreement.

The GL insurance shall be written on ISO Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Commercial Automobile and Commercial Umbrella Liability Insurance. Subgrantee shall maintain Commercial Automobile Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Workers' Compensation Insurance and Employer's Liability. Subgrantee shall maintain workers' compensation and employer's liability coverage. Employer's liability coverage shall have limits of not less than:

- \$1,000,000 for bodily injury by each accident;
- \$1,000,000 disease policy limit; and
- \$1,000,000 disease for each employee.

Subgrantee shall provide either: (a) a certificate of Workers' Compensation Insurance issued by a surety licensed to write Workers' Compensation Insurance in the State of Idaho, evidencing that Subgrantee has in effect a current Idaho Workers' Compensation policy; or (b) an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

2. State of Idaho as Additional Insured

The liability insurance coverage required for performance of the Agreement shall include the State of Idaho, the Department of Commerce and its divisions, officers and employees as additional insured, but only with respect to the Subgrantee's activities to be performed under this Agreement.

Subgrantee shall provide proof that the State of Idaho, the Department and its divisions, officers and employees are an additional insured by providing a certificate of insurance of the liability insurance policies showing the State of Idaho, the Department and its divisions, officers and employees as additional insured. The certificate of insurance must show the policy number, the policy effective dates, and list the additional insured and certificate holder as State of Idaho/ Department of Commerce.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Subgrantee must provide proof of the State of Idaho, the Department and its divisions, officers and employees being additional insured by providing copies of the certificate of insurance that clearly identify the blanket endorsement.

3. Notice of Cancellation or Change

Subgrantee shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Department in accordance with the policy provisions and within ten (10) days of the expiration or change. Subgrantee shall provide a new certificate of insurance to the Department in the event of any change or update to any of the policies or insurers.

4. Acceptable Insurers and Deductibles

Insurance coverage required under the Agreement shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Subgrantee shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Agreement and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

5. Waiver of Subrogation

Except for Workers' Compensation coverage, all policies shall contain waivers of subrogation. The Subgrantee waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.

6. Tail Coverage

For claims made policies, the Retroactive Date shall be shown and shall be before the date of the Agreement or the beginning of Project work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after the Federal Interest Period; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Subgrantee must purchase "extended reporting"(tail) coverage for a minimum of three (3) years after the Federal Interest Period.

L. Terms and Conditions

Subject to the terms of Section I. of this Agreement, in the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date of the last signature below.

IDAHO DEPARTMENT OF COMMERCE	[SUBGRANTEE NAME]
By: _____ Thomas F. Kealey, Director Idaho Department of Commerce Date: _____	By: _____ [Signatory Name], [Title] [Subgrantee Name] Date: _____

Attachment 1 - Approved Application and Project Summary

Page 1 - Project Summary

This Attachment constitutes Subgrantee's "Application" referenced in this Agreement and establishes the Project Scope of Work, Project Description, and Project-specific performance commitments of Subgrantee under this Agreement. Subgrantee agrees to comply with the commitments set forth in this Attachment and made in its BEAD Project Application, as approved by NTIA/NIST and incorporated into Idaho's Final Proposal as of January 26, 2026, and as further updated and amended under the terms of this Agreement.

Project ID #	
Subgrantee Legal Business Name	
Total Project Cost	
BEAD Award Amount	
Matching Funds Amount	
Number of BSLs to be served by Project	
Idaho Application Project Areas to be served by Project	
Maximum Upload and Download Speeds offered to served BSLs upon Project completion	
Project Summary Description	
Number of Fiber Miles to be placed	
Number of New Towers to be placed	
Number of Existing Towers to be used	

Page 2 - Project Map

Page 3 - Subgrantee BEAD Application

Attachment 2 – Project Schedule

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Attachment 3 – Project Budget

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Attachment 4 - Project Completion Criteria

Pursuant to Section III. (Closeout) and Section V (Project Completion) of this Agreement, Subgrantee shall demonstrate satisfaction of all Project Completion Criteria by conducting a final inspection and submitting a "Project Completion Report" signed by an authorized officer of Subgrantee. This Project Completion Report will be part of the Subgrantee's Request for Certification of Completion.

The Department shall review the final inspection, Project Completion Report, and Request for Certification of Completion and shall inform Subgrantee of any deficiencies, required corrections, updates, or additional information needed before issuing a Certification of Project Completion and authorizing final payment pursuant to Section III.D (Closeout).

For the purposes of this Agreement, and consistent with the Federal Communications Commission's Broadband Data Collection requirements, Subgrantee may certify that a location has been "reached" when Subgrantee is capable of performing a standard installation of Qualifying Broadband Service at a standard installation charge within 10 business days after a service request is submitted. As described below, Subgrantee shall submit documentation demonstrating Proof of Passings, or, for LEO Subgrants, Capacity Reservations and Milestone Compliance at Project Completion.

The **Project Completion Report** shall include:

- 1) **An Attestation** by an authorized officer of Subgrantee, in a form approved by the Department, that the Project has been completed in all material respects. The Attestation must include, but may not be limited to:
 - a. Qualifying Broadband Service
 - i. Subgrantee has deployed a network capable of providing Qualifying Broadband Service to all BSLs at the speed and latency standards specified in the Application and, in all cases, meeting or exceeding performance requirements of the BEAD NOFO and BEAD RPN, as demonstrated by the Proof of Passings requirements specified in Section VI.F. (Disbursement Requests) and the Technical Report described below; or
 - ii. For a LEO Subgrantee, sufficient network capacity has been reserved to meet the speed and latency standards in the Application, satisfy all required milestones under this Agreement, and meet or exceed the performance requirements of the BEAD NOFO and BEAD RPN.
 - b. Installation/Initiation
 - i. Subgrantee is capable of performing a standard installation of Qualifying Broadband Service for all End Users at a standard installation charge within

- 10 business days after a service request is received, with no charges or delays attributable to service extension; or
 - ii. For a LEO Subgrantee, Qualifying Broadband Service may be initiated for all End Users in the Project Area within 10 business days after a service request is received, with no charges or delays attributable to service extension.
 - c. LEO Subgrantee has met all applicable Project milestones and continued to comply with all BEAD program requirements throughout the applicable LEO Period of Performance.
 - d. Subgrantee is capable of providing Qualifying Broadband Service to any CAls included in the Project area at the speed and latency standards specified in the Application, the BEAD NOFO, and the BEAD RPN; and
 - e. Subgrantee further certifies that it has expended all Matching Funds required under this Agreement.
- 2) **A Technical Report** that shall be sufficient to demonstrate, in the Department's sole discretion, that the Project is capable of delivering Qualifying Broadband Service to all End Users and CAls at the speed and latency standards specified in the Application and, in no event less than the performance requirements specified in the BEAD NOFO and the BEAD RPN. This technical report shall include:
- a. **Proof of Passing** documentation as required by Section VI.F (Disbursement Requests) (Non-LEO Subgrant), which may include,
 - i. As-built drawings or network schematics, tower locations, propagation maps, geo-coded photos or other geospatial documentation, and other documentation of network deployment required by the Department;
 - ii. A list of FCC location IDs for the BSLs passed during the period that the disbursement request covers;
 - iii. Construction contracts, bill of materials, invoices, or other proof of expenditures as applicable;
 - iv. Documentation of any applicable licenses, permits, or other operational authority for the locations included in the disbursement request;
 - v. Documentation of service availability from Subgrantee's website or other marketing materials;
 - vi. Documentation of subscriptions, customer bills, or service contracts, if any;
 - vii. Applicable performance testing results, if any, from the testing conducted pursuant to: Section XI.B. (Performance Testing), [Attachment 10](#) (Reporting), and the NTIA BEAD Program Notice, "Performance Measures for BEAD Last-Mile Networks," September 19, 2025 (NTIA Performance Measurement Notice).

- b. **Proof of Capacity Reservation** (LEO Subgrant) certification, pursuant to 47 U.S.C. § 1702(h)(4)(C), Subgrantee can provide broadband service to each customer that desires broadband service that meets the BEAD Program's technical requirements to any location covered by Agreement, with no charges or delays attributable to extension of the service, within ten (10) business days of a request by a subscriber at such location and has met all required milestones for the entire Period of Performance.
 - c. **Performance Testing** as required in Section XI.B (Performance Testing) and the NTIA BEAD Program Notice, "Performance Measures for BEAD Last-Mile Networks", September 19, 2025 (NTIA Performance Measurement Notice).
- 3) **A Financial Report** that includes the following elements and reports data for the entire Period of Performance:
 - a. Final Form SF-425;
 - b. Final Expenditures for the Project as compared to the Project Budget, broken down into the categories under the Project Budget;
 - c. Report on application of Matching Funds, including in-kind matching; and
 - d. Project Financial Performance compared to Subgrantee's Pro-Forma submitted to the Department.
- 4) **Report on Final Inspection** as specified in Section V.A (Project Closeout Criteria)
- 5) **Subscription Documentation**, if relevant and applicable
- 6) **Build America/Buy America Final Report** and certification
- 7) **Public Awareness Campaign** descriptions and documentation conducted within the BEAD-funded Project area pursuant to Section IX.B (Public Notice) regarding new or upgraded services offered over the BEAD-funded network
- 8) Any **Property Interest** reports, encumbrances, or UCC disclosures as required in [Attachment 9](#)
- 9) Other information or certifications as required by the Department, including certifications re: Federal Interest Period obligations

Full disbursement of Grant Funds is subject to the final milestone retainage requirements under Section VI.E. (Disbursement Milestones) until Subgrantee satisfies all requirements of Section V (Project Completion) and Section III.D (Closeout).

As described in Section XI.B (Performance Testing), the Department shall require Subgrantee to perform and submit annual performance testing as required by NTIA and may conduct its own periodic monitoring activities, including technical inspections, performance testing, compliance reviews, and other oversight activities, at any time during the Period of Performance. The Department reserves the right to perform additional reviews of any milestone identified in this Agreement and to withhold payment associated with a milestone until review is completed.

Failure to comply with monitoring, reporting, inspection, testing, or review requirements may result in delayed payments, suspension of funding, withholding of funds, recoupment of previously disbursed funds, or other remedies authorized under this Agreement.

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Attachment 5 - Environmental and Historic Preservation Review

A. General Environmental and Historic Preservation Review Requirements

Unless otherwise specified, the provisions of this Attachment do not apply to LEO Subgrants. Any obligations of a LEO Subgrantee under the NTIA EHP requirements are specified in [Addendum 1](#) and NTIA GTs&Cs.

Pursuant to Section IV.B.6 (Environmental and Historic Preservation Obligations), Subgrantee shall not initiate, authorize, or allow any grant-funded implementation activities, except for the limited permissible activities identified in the “Uses Prior to Implementation” subsection below, until all applicable EHP requirements described in this Attachment have been completed, including but not limited to the following:

- 1) The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, et seq.) (NEPA), and issuance, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), Record of Decision (ROD) (hereinafter “decision documents”) that meets the requirements of NEPA;
- 2) The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office and Federally recognized Native American tribes;
- 3) The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. § 1531, et seq.); and
- 4) The completion of consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. § 1251, et seq.), as applicable; and
- 5) Demonstration of compliance with all other applicable federal, state, and local environmental laws and regulations.

Subgrantee shall comply with all conditions placed on the grant-funded activities as a result of NEPA review, NHPA consultation, or processes conducted under other applicable laws, including mitigation measures, best management practices, and requirements necessary to avoid, minimize, or mitigate environmental impacts. Subgrantee shall provide any information requested by the Department or NTIA to demonstrate initial and ongoing compliance with the requirements of this Attachment.

Subgrantees that undertake unauthorized Project activities in contravention of this Section do so at their own risk and may face de-obligation of funding or other remedies available under

this Agreement. Grant-funded activities with significant impacts on environmental or historic resources may face de-obligation of funding if identified impacts cannot be avoided, minimized, or mitigated.

The Parties acknowledge that any change to the approved scope of grant-funded activities proposed following completion of environmental and historic preservation review that has the potential to alter the nature or extent of environmental or historic preservation impacts must be disclosed to NTIA and re-evaluated for compliance with applicable requirements.

1. NEPA Compliance

To ensure the timely completion of environmental review for all BEAD-funded activities subject to NEPA review, the Department shall:

- a) Serve as a “joint lead agency” in its capacity as the State (or Territory) agency administering the BEAD program, in accordance with 42 U.S.C. § 4336a(a)(1)(B) and carry out the duties described in 42 U.S.C. § 4336a(a)(2);
- b) Provide NEPA specialists to support its obligations as joint lead agency and to support Subgrantees in meeting their EHP obligations, including use of the ESAPTT.
- c) The Parties further agree that:
 - i. Subgrantee shall not commence implementation activities, and Grant Funds shall not be disbursed, until the Department has verified and notified Subgrantee that all required environmental review has been completed and NTIA has approved any required decision document, except for the limited permissible activities identified below;
 - ii. Subgrantee shall timely prepare any required NEPA documentation, obtain all required permits and approvals, and comply with all applicable statutory deadlines as described in 42 U.S.C. § 4336g(a); and
 - iii. Subgrantee shall provide a milestone schedule identifying key deadlines and describing how it shall satisfy all applicable timing requirements, including, as required:
 - Completion of required consultations;
 - Completion of NEPA and Section 106 reviews; and
 - Submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs).

The Department shall certify the sufficiency of all Subgrantee NEPA and other EHP documentation by either:

- a) Preparing such documents directly; or
- b) Supervising Subgrantee's preparation of draft documentation, independently reviewing those drafts, and verifying that all decision documents meet the requirements of NEPA and other EHP obligations before submission to NTIA.

The Department, in cooperation with Subgrantee and as directed by NTIA, shall submit all NEPA and other EHP documentation, including any supporting environmental materials required or requested by NTIA, through ESPATT for review and approval.

Subgrantee shall immediately notify the Department upon receipt of:

- a) Any Section 106 notices of foreclosure;
- b) Any requests for continued or supplemental consultation from the SHPO, THPO, USFWS, NMFS, or any other consulting party; or
- c) Any notices of noncompliance issued by consulting authorities or regulatory agencies.

2. NHPA Compliance

To ensure the timely completion of historic preservation review for all BEAD-funded activities, Subgrantee shall provide all information requested by the Department to permit the Department to conduct, or coordinate with NTIA in conducting, the following activities:

- a) At the earliest possible time, provide the NTIA-assigned Environmental Program Officer sufficient information to initiate Tribal notification, when required, for grant-funded activities;
- b) Provide notified Tribes with information regarding grant-funded activities through their preferred communication methods, as identified to NTIA, where applicable;
- c) Complete review of Subgrantee's Section 106 documentation, including application of any applicable Advisory on Historic Preservation (ACHP) Program Comment, Program Alternative, or other streamlined review mechanism. Such review shall follow applicable ACHP regulations, including 36 C.F.R. Part 800, Subpart B;
- d) Adhere to the provisions of the NTIA memorandum to SHPOs, THPOs authorizing Subgrantee to initiate Section 106 consultations for the Project;
- e) Notify NTIA of any Tribal request for government-to-government consultation or any identification that a grant-funded activity may impact a historic property of religious or cultural significance to a Tribe; and
- f) Provide all consulting parties with the time required by law to review and respond to determinations regarding the effects of grant-funded activities on historic properties.

Subgrantee shall ensure that implementation (site preparation, demolition, construction, ground disturbance, fixed installation, or any other implementation activities) does not begin prior to the completion of the above activities.

B. Permitting Obligations

Subgrantee shall ensure that it obtains all required federal, state and local permits that are necessary to complete the Project, including but not limited to pole attachment agreements, easements and right of way access approvals. Subgrantee will comply with all processes and procedures developed by the Department pursuant to the Department's obligations to streamline permitting processes under NTIA General Terms and Conditions, other applicable BEAD Program rules, and applicable state and local requirements.

- 1) Consistent with any relevant legal requirements and authorities, the Department will establish procedures to help ensure that broadband-related state and local permit applications are promptly accepted and requests are approved or denied within 90 days, including by:
 - a. Assisting state and local authorities in establishing a single, dedicated point of contact, which has knowledge of the application and review processes, for broadband-related permits.
 - b. Providing technical assistance to permitting agencies to ensure sufficient capacity (e.g., Master Agreement and Consultant Reimbursement Agreement templates, surge support for permit processing, etc.).
 - c. Providing deference to the construction techniques chosen by BEAD Subgrantees (without seeking to influence those decisions), absent any identified safety concerns.
 - d. Maximizing streamlined processing through permitting by rule; batch processing of substantially similar permit requests; and waiving or expediting duplicative or burdensome broadband permitting requirements where possible.
 - e. Following FCC rules regarding timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects—including provisions in the FCC's rules providing for "one-touch make-ready" and "self-help"—and requiring BEAD Subgrantees that own poles (including cooperatives) to comply with FCC rules across their footprint.
- 2) The Department shall seek to minimize state and local permitting-related costs for broadband deployments and ensure that:
 - a) Permitting fees are a reasonable approximation of the state or local government's costs;
 - b) Only objectively reasonable costs are factored into those fees; and
 - c) Fees are no higher than the fees charged to similarly situated competitors in similar situations.
- 3) The Department shall establish Permitting Roundtables and/or working groups of relevant federal, state, local, and tribal authorities and representatives of impacted

industries, including utility pole owners, railroads, communications providers, and BEAD subgrantees, which shall:

- a. Meet regularly to identify and facilitate resolution of any delays or disputes relating to BEAD-funded deployments; and
 - b. Collect complaints (and supporting information) from Subgrantees that are not timely resolved through this process and escalate such complaints through the appropriate Permitting Roundtable or working group.
- 4) The Department shall track, publicly post, and submit to NTIA, as part of its Semiannual Reporting obligations, information on Subgrantee compliance with NEPA milestone schedules and data regarding unresolved complaints from Subgrantees, including:
- a) Issues escalated through Permitting Roundtable or working groups;
 - b) Delays in broadband-related projects that Subgrantees attribute to state or local prohibition on using its preferred construction techniques; and
 - c) Delays in broadband-related projects that Subgrantees attribute to state and/or local authorities failure to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects.

C. Uses of Award Funds Prior to Implementation

Subgrantee agrees that site implementation and construction of the Project cannot begin prior to the completion of all EHP requirements outlined in this Agreement. Notwithstanding, and subject to Section VIII.A (Permissible Use of Funds) of this Agreement, Subgrantee may undertake limited permissible activities and incur authorized use of Award Funds prior to the completion of the EHP review process including:

- Pre-construction planning, including the collection of information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies, including Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, the Clean Water Act, and other applicable laws; and/or
- Limited preliminary procurement activities, including the purchase or lease of equipment or entering into binding contracts to do so, the purchase of applicable or conditional insurance, and/ or funds used to secure land or building leases (including right-of-way easements).

D. Archaeological Resources

Burial sites, human remains, and funerary objects are subject to the requirements of all applicable federal, tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA.

Subgrantee must notify the Department of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantees should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must:

- a) Immediately stop work in the affected area;
- b) Secure the affected area; and
- c) Maintain confidentiality regarding the discovery, except to notify the Department, NTIA, the appropriate SHPO or THPO, and any potentially affected Tribes.

Construction activities in the affected area may resume only upon written authorization from both the Department and NTIA.

Attachment 6 – Cybersecurity and Supply Chain Risk Management Attestation

Signatory attests that:

- 1) Subgrantee has a Cybersecurity Risk Management (“CRM”) Plan in place that is either:
 - a. Operational, if Subgrantee is providing service prior to the award of the grant; or
 - b. Ready to be operationalized upon providing service, if Subgrantee is not yet providing service prior to the grant award;
- 2) The CRM Plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;
- 3) The CRM Plan will be provided to the Office prior to the allocation of any Grant Funds and will be reevaluated and updated on a periodic basis, as events warrant;
- 4) If Subgrantee makes any substantive changes to the CRM Plan, a new version will be submitted to the Office within thirty (30) calendar days. Subgrantee acknowledges that the Office must provide the CRM Plan to NTIA upon NTIA’s request.

Signatory further attests:

- 1) Subgrantee has a Supply Chain Risk Management (“SCRM”) Plan in place that is either:
 - a. Operational, if Subgrantee is providing service prior to the award of the grant; or
 - b. Ready to be operationalized upon providing service, if Subgrantee is not yet providing service prior to the grant award.
- 2) The SCRM Plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations, and specifies the supply chain risk management control being implemented;
- 3) The SCRM Plan will be provided to the Office prior to the allocation of any Grant Funds and will be reevaluated and updated on a periodic basis, and as events warrant;
- 4) If Subgrantee makes any substantive changes to the SCRM Plan, a new version will be submitted to the Office within thirty (30) calendar days. Subgrantee acknowledges that the Office must provide Subgrantee’s SCRM Plan to NTIA upon NTIA’s request.

Entity Name: _____

Street address: _____

City, State, Zip: _____



By: _____

[Signature of Authorized Representative], [Title], [Entity Name]

Date: _____

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Attachment 7 – Protecting BEAD Program from Defaults

Subgrantee will submit the following certification to the Office prior to, or no later than, the signing of this Agreement. The Office shall submit this certification to the NTIA, and Subgrantee is aware that NTIA may publicly publish these signed certifications.

- 1) Subgrantee and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project, as defined by BEAD program rules, during the BEAD subgrant Agreement's period of performance, extended period of performance, or federal interest period; and
- 2) Subgrantee and any of its affiliates will not require or accept any additional Federal broadband service subsidies, as defined by BEAD program rules, for the project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by the subgrant during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period, other than any such subsidies that were committed prior to the BEAD subgrant agreement. (This includes, but is not limited to, new operating expenses for any BEAD project(s) or BSL(s)).

I certify that the foregoing is true and correct.

Entity Name: _____

Street address: _____

City, State, Zip: _____

By: _____

[Signature of Authorized Representative], [Title], [Entity Name]

Date: _____

Attachment 8 – Other Federal Obligations

A. Prevention of Waste, Fraud, and Abuse

1. Training

Consistent with the principles in 2 C.F.R. Part 200, at any time during the Period of Performance, the Department or NTIA may direct a member or members of the Subgrantee's key personnel to take a Government-provided training on preventing waste, fraud, and abuse. Key personnel include those responsible for managing Subgrantee's finances and overseeing any contractors, subcontractors, or lower-tier subgrantees (for financial matters and/or general oversight related to the grant).

NTIA or the Department will provide instructions on when and how to take such training(s), and costs incurred by Subgrantee relative to the training (e.g., staff time) are eligible to be part of a disbursement pursuant to this Agreement.

2. Monitoring

The Department shall carry out Subgrantee monitoring consistent with BEAD Program requirements. Subgrantee shall monitor grant activities for indicators of common fraud schemes, including, but not limited to:

- False claims for materials and labor;
- bribes related to the acquisition of materials and labor;
- Product substitution;
- mismarking or mislabeling on products and materials; and
- Time-and-materials overcharging.

Should Subgrantee detect any fraud schemes or other suspicious activity, it must contact: (a) the Department point of contact identified in this Agreement; (b) the assigned NTIA Federal Program Officer; and (c) the DOC Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

3. Mandatory Disclosures

Subgrantee shall make disclosures in accordance with 2 C.F.R. § 200.113 in a timely manner and in writing to the Department. Subgrantee is required to report credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable).

Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.) Subgrantee acknowledges the responsibility to produce copies of materials used for such purposes upon request of the Federal Program Officer.

B. Protection of Whistleblowers

Subgrantee must comply with all applicable whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).

Subgrantee agrees that an employee or contractor (including subcontractors and personal services contractors) of a Grantee, Subgrantee, contractor, subcontractor or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal award, subgrant, or a contract under a federal award or subgrant, a gross waste of federal funds, an abuse of authority relating to a federal award or subgrant or contract under a federal award or subgrant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal award, subgrant, or contract under a federal award or subgrant.

Subgrantee shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce and must state that a person that believes they have been the subject of retaliation for protected whistleblowing can contact the DOC Office of Inspector General Hotline or the U.S. Office of Special Counsel.

C. Non-Procurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal Financial Assistance regarding transactions with other persons, including subrecipients and subcontractors.

Due to its receipt of IIJA funds, NTIA is a participant in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 2 C.F.R. Part 1326

Therefore, this Agreement is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 1326 if the amount of this Agreement is greater than or equal to \$25,000.

1. Non-Exclusion Certification

The Subgrantee hereby certifies as of the date hereof, that the Subgrantee, the Subgrantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Subgrantee and the Subgrantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 2 C.F.R. Part 1326, then: (1) this Agreement shall be void, (2) the Department shall not make any payments of federal financial assistance to the Subgrantee, and (3) the Department shall have no obligations to the Subgrantee under this Agreement.

2. Compliance with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 1326

The Subgrantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 2 C.F.R. Part 1326 and must include a requirement to comply with these regulations in any lower-tier covered transaction into which it enters. The Subgrantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 1326. This certification is a material representation of fact relied upon by the Department, and all liability arising from an erroneous representation shall be borne solely by the Subgrantee.

3. Remedies for Non-Compliance

If it is later determined that the Subgrantee did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 1326, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

4. Subcontractor Certification

Subgrantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement have, in the past five (5) years, been suspended or debarred from doing business with the federal or any state government. Subgrantee agrees that it will notify the Department immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

D. Clean Air Act

Subgrantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Subgrantee agrees to report each violation to the Department and understands and agrees that the Department will,

in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Subgrantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by the Department pursuant to this Agreement.

E. Federal Water Pollution Control Act

Subgrantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Subgrantee agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Subgrantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by the Department pursuant to this Agreement.

F. Byrd Anti-Lobbying Amendment

The Subgrantee shall comply with the restrictions on lobbying in 2 CFR §200.450 and as required by the federal Office of Management and Budget guidance and notices on lobbying restrictions.

Subgrantee certifies to the Department by signing attestation in Attachment 11 (Byrd Anti-Lobbying Certification), and Subgrantee shall cause each contractor and subcontractor to sign a substantially similar certification, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt 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.

If this Agreement exceeds \$100,000, the Subgrantee shall, and shall cause each contractor and subcontractor, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL) shall be forwarded to the Department within 30 calendar days following the end of the calendar quarter in which any event occurs that requires disclosure or materially affects the accuracy of the information contained in any prior disclosure. The Department will, in turn, forward the disclosure form(s) to the federal awarding agency.

Regardless of the Agreement amount, the Subgrantee also must file with the Department the certification in Attachment 11, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Subgrantee must also obtain a certification from each contractor or

subcontractor that has a contract(s) or subcontract(s) exceeding \$100,000 and submit these certifications to the Department within 30 days of entering into the contract or subcontract.

This certification is a material representation of fact upon which the Department has relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Subgrantee.

G. Copeland Anti-Kickback Act

In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Subgrantee understands and agrees that it is 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 Department shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

H. Contract Work Hours and Safety Standards Act

Contracts awarded by the Department in excess of one hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Subgrantee understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that 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 Subgrantee further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

I. Program Fraud and False or Fraudulent Statements or Related Acts

The Subgrantee acknowledges that all federal law prohibitions against false, fictitious, or fraudulent claims apply to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law including but not limited to Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733). Violations of these prohibitions may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

J. Federal Funding Accountability and Transparency Act (2006)

Subgrantee must comply with the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, as specified in 2 CFR Part 170 and submit a Disclosure Form (FFATA Disclosure Form). Subgrantee must ensure it has the necessary processes in place to comply with this reporting requirement, including all necessary forms, to report subgrants of \$30,000 or more. The Department is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

In addition, Subgrantees may have an obligation to report executive compensation under the Act, but only where, in the Subgrantee's preceding fiscal year, the Subgrantee received: (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and, (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and (C) The public does not have access to information about the compensation of the executives through periodic reports filed with the Securities and Exchange Commission and the Internal Revenue Service under federal law requirements.

K. Equal Opportunity & Other Requirements

Subgrantee shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. Subgrantee acknowledges that The Department is bound by and agrees, to the extent applicable to the Subgrantee, to abide by the provisions contained in the DOC General Terms and Conditions, the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of IIJA funds:

1. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

The Subgrantee and any subcontractor, or the successor, transferee, or assignee of the Subgrantee or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by the U.S. Department of Commerce's Title VI regulations, 15 C.F.R. Part 8, and herein incorporated by reference and made a part of this Agreement.

2. Disability Protections

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

3. Age Discrimination

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of Commerce's implementing regulations at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

4. Americans with Disabilities

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies.

5. Fair Housing Laws

The Subgrantee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

L. Use of Name

Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

M. Miscellaneous Provisions and Conditions

1. Drug-Free Workplace

The Department and Subgrantee must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 CFR Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the Department and Subgrantee take certain actions to provide a drug-free workplace.

2. Increasing Seatbelt Use in the United States

Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), the Department encourages the Subgrantee to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

3. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), the Department encourages the Subgrantee to adopt and enforce policies that ban text messaging while driving.

4. Publication

Any publications related to the Project must be paid for independently by the Subgrantee (i.e., not with BEAD Award funds) and must display the following language: "This project [is being]/[was supported], in whole or in part, by funds awarded to the State of Idaho by the NTIA."

5. Federal Seals, Logos, and Flags

The Subgrantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

Attachment 9 – Property Standards

A. General Provisions

- 1) Pursuant to 2 C.F.R. 200.316 and any applicable BEAD Program rules and NTIA Guidance, and in recognition that this Grant Agreement is executed for the benefit of the public being served by the Project, for the duration of the Federal Interest Period, Grantee must hold Project Property in trust for the beneficiaries of the Project. NTIA will not take a Federal Interest in equipment or property acquired or improved with a LEO Capacity Subgrant and these Property Standards requirements do not apply to LEO Subgrantees..
- 2) Subgrantee is not required to comply with the Procurement Standards set forth in 2 C.F.R. §§ 200.318-320 and 200.324-326. All other Procurement Standards, i.e., 2 C.F.R. §§ 200.317, 200.321-200.323, and 200.327, remain as requirements.
- 3) Subgrantee and the Department acknowledge that these property standards requirements and obligations may be amended from time to time by the federal Department of Commerce, including through additional guidance or updates to relevant regulations and that parties will comply with any updates or revisions.
- 4) Subgrantee must follow its existing commercial practices for managing equipment in the normal course of business and must use inventory controls indicating the applicable Federal interest and loss prevention procedures. This requirement is in lieu of the requirements contained in 2 C.F.R. § 200.313(d), pursuant to an exception from OMB. If the Subgrantee does not have existing commercial practices for managing equipment in the normal course of business, it must comply with 2 C.F.R. § 200.313(d).

B. Use and Disposition of Property

Subgrantee shall comply with the use and equipment disposition requirements of 2 C.F.R. §§ 200.313(c)(4) and 313(e) as follows:

- 1) If Subgrantee acquires replacement equipment under 2 C.F.R. § 200.313(c)(4), Subgrantee may treat the equipment to be replaced as “trade-in” even if Subgrantee elects to retain full ownership and use of the equipment. As with trade-ins that involve a third party, Subgrantee will have to record the fair market value of the equipment being replaced in its Tangible Personal Property Status Reports (as specified in the DOC GT&Cs § A.01) to the DOC to ensure adequate tracking of the federal percentage of participation in the cost of the grant-funded activities. Subgrantee will also be responsible for tracking the value of the replacement equipment, including both the Federal and non-Federal share.
- 2) Subgrantee may sell, lease, or transfer Project Property only after:
 - a. securing the agreement of the successor or transferee to comply with these requirements, including obligations set forth in the authorities listed in Section I

- of the Agreement, and the acknowledgement of the successor or transferee of the Federal Interest in the subject Project Property; and
- b. obtaining consent to the sale or transfer from NTIA.
- 3) Subgrantee must notify the Office and NTIA upon the filing of a petition under the United States Bankruptcy Code, whether voluntary or involuntary, with respect to Subgrantee or any affiliate that would impact Subgrantee's ability to perform in accordance with this Agreement.

C. Liens and Encumbrances

- 1) Subgrantees must record liens or other appropriate notices of record, acceptable in form and substance to the Federal Grant Officer, to indicate that Project Property has been acquired or improved with a federal award and that use and disposition conditions apply to the property. Specific requirements are set forth in this Attachment Section G (Specific Requirements to Document the Federal Interest Period in Private Property).
- 2) Subgrantee may encumber Project Property only after provision of notice to NTIA and to the Federal Grant Officer, and subject to a requirement that the DOC receives either a first priority security interest (preferred) or a shared first priority security interest in the Project Property such that, if the Project Property were foreclosed upon and liquidated, the DOC would be entitled to receive, on a pari-passu basis with other first position creditors, the portion of the current fair market value of the property that is equal to the DOC's percentage of contribution to the Project costs. For example, if the DOC had contributed fifty percent (50%) of the Project costs, the DOC would receive, on a pari-passu basis, fifty percent (50%) of the current fair market value of the Project Property when liquidated.

D. Supplies and Intangible Property

Pursuant to exceptions approved by OMB as described in the UGPN, the property standards set forth in 2 C.F.R. § 200.314 -315 for supplies and intangible property, respectively, shall not apply to this Agreement.

E. Insurance

Subgrantee must comply with the insurance requirements of 2 C.F.R. § 200.310 and Section XV.K (Insurance Requirements) of this Agreement.

F. Federal Property

Subgrantee must comply with 2 C.F.R. § 200.312 to the extent any Federally owned real property or equipment is used by Subgrantee.

G. Specific Requirements to Document the Federal Interest in Project Property

1. Covenant of Purpose, Use, and Ownership

To document the Federal interest in BEAD-funded real property, the Subgrantee must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant). The Covenant differs from a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest to NTIA or the Department. Rather, pursuant to the Covenant, Subgrantee acknowledges that it holds title to the BEAD-funded property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the Federal interest if it disposes of or alienates an interest in the BEAD-funded property, or uses it in a manner inconsistent with the public purposes of the BEAD award, during the useful life of the BEAD-funded property. The Covenant must be properly recorded in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the BEAD-funded property during its useful life and that NTIA retains an undivided equitable reversionary interest in the BEAD-funded property during the Federal Interest Period.

2. UCC-1 Filing and Attorney's Certification

Pursuant to 2 C.F.R. § 200.316, after acquiring all or any portion of the equipment under this award, Subgrantee shall properly file a UCC-1 with the appropriate State office where the equipment will be located in accordance with the State's Uniform Commercial Code (UCC). This security interest shall be executed in advance of any sale or lease and not later than Closeout of the Agreement, as applicable. The UCC filing(s) must include the below or substantively similar language providing public notice of the Federal interest in the equipment acquired with BEAD funding. Also, a clear and accurate inventory of the subject equipment must be attached to and filed with the UCC-1.

The UCC filing(s) shall include the following language, or language substantially similar thereto:

The Equipment set forth at Attachment A hereto was acquired with funding under a financial assistance award (22-20-B061) issued by the National Institute of Standards and Technology, U.S. The Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal interest) in the Equipment for ten (10) years after the end of the year in which the award is closed out in accordance with 2 C.F.R. § 200.344.

In addition, within fifteen (15) calendar days following the required UCC filing(s), Subgrantee shall provide the Department and the Federal Grant Officer with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with Award Funds,

including all subgrants, along with a certification from legal counsel, licensed by the State within which the filings were made (Attorney's Certification), that the UCC filing was properly executed and filed in accordance with applicable state law. The Attorney Certification must include the following language, or language substantively similar thereto:

NIST Award Number: 22-20-B061

Pursuant to 28 U.S.C § 1746, I hereby certify as follows: I am legal counsel at

_____.

I am licensed to practice law in the State of _____ having been a license holder of said state and in good standing since.

Attached hereto is a certified copy of UCC-1 form(s) reflecting that this document was filed in the _____ on, _____ 202x, bearing the following filing information [insert filing data, e.g., instrument number, etc.] and consists of recorded pages as certified by the Secretary of State of _____.

I certify that this UCC-1 form(s) has/have been validly executed and properly recorded as noted above. I certify under the penalty of perjury that the foregoing is true and correct.

Executed on this day of _____, 202x. [Attorney name and title], [Address and phone number].

In addition, during the estimated useful life of the Project Property, Subgrantee shall timely file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth in this Specific Award Condition. Copies of all filed UCC continuation statements, together with an Attorney's Certification, must be submitted to the Department and the Federal Grant Officer within fifteen (15) calendar days following each such filing. The UCC filing(s) and the accompanying Attorney's Certification(s) must be acceptable in form and in substance to the Department, NTIA, and the Federal Grant Officer.

Attachment 10 – Reporting

A. Quarterly Report

Subgrantee shall submit quarterly reports in a format described and required by the Department. Subgrantee and the Department agree that this reporting requirement may be revised from time to time to reflect changes to the Subgrantee risk assessment, updated federal or state law, or updated NTIA, NIST, or DOC guidance for the Department or updated Subgrantee reporting requirements.

Any inconsistencies in reporting across reporting periods or incomplete or inaccurate information in a Subgrantee's reports may result in a request for more information, requirement to submit reconciliation reports, or audits.

The quarterly reporting shall include, but may not be limited to:

- 1) Narrative Project progress description, including barriers, successes, delays, and work with local communities;
- 2) Report on expenditures as a percentage of total budget amounts across each budget category and as total budget amounts during the reporting period;
- 3) Report on expenditures as a percentage of total budget amounts across each budget category and as total budget amounts cumulative to-date for the Project;
- 4) Report on the use of Matching Funds to demonstrate the relative proportion of funding compared to Grant Funds disbursements;
- 5) Passing and Network Segment achievements during the reporting period;
- 6) Passing and Network Segment achievements cumulative to date in the Project;
- 7) Service offerings available to the completed segments of the network to date, including peak and off-peak actual speeds, advertised speeds, low-cost service offerings, and non-promotional pricing;
- 8) Description of all required federal, state, and local permits, easements, and right-of-way authorizations or agreements, and the ongoing status of these permits as the Project progresses;
- 9) Description of all public awareness campaigns conducted within the Project area regarding new or newly upgraded services;
- 10) Subscription data, with breakout of any low-cost plan subscribers;
- 11) Outage reporting and any other required annual Performance Test reporting under NTIA RPN and related Policy Notices;
- 12) Number of jobs, in full-time equivalent reporting, dedicated to the Project; and
- 13) Certification that no changes have occurred since the last reporting period or description of any changes or updates since the last reporting period of the following elements:

- a) Any Program Budget changes (as compared against baseline Budget in [Attachment 3](#))
- b) Any Construction and EHP Milestone changes (as compared against baseline Milestones in [Attachment 2](#) and the last version submitted of the EHP and Permitting Milestone Template)
- c) Any Cybersecurity Risk Management or Supply Chain Management plan updates (compared to baseline Plans from [Attachment 6](#))
- d) Any Pro Forma changes (compared to baseline submitted with SGA Request for Information prior to signature)
- e) Permitting progress, approvals, and obstacles
- f) Build America/Buy America compliance evidence (including NTIA BABA spreadsheet to document any updates and additional vendor certification letters)
- g) Public awareness campaign updates or changes
- h) Federal and state labor law compliance status and any investigations, administrative actions, or legal actions taken since the last reporting period
- i) Subcontractor information (updates, changes, and certification of compliance)
- j) Federal Funding Accountability and Transparency Act Reporting updates
- k) Any lobbying disclosures using federal form SF-LLL
- l) Any conflict-of-interest disclosure updates

B. Project Completion Report

No later than ninety (90) days after the completion of construction or, under a LEO Subgrant after the Period of Performance, Subgrantee shall submit a Project Completion Report in accordance with [Attachment 4](#) (Project Completion), as part of its Request for Certification of Completion.

C. Federal Interest Period

During the Federal Interest Period, Subgrantee shall continue to submit reports to the Department demonstrating compliance with all Federal Interest obligations under the NTIA GT&Cs, Specific Award Conditions and this Agreement, in the format and manner required by the Department and any subsequent guidance, policy updates, or program rule changes.

Attachment 11 – Byrd Anti-Lobbying Amendment Certification

Subgrantee certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Such requirement will be ongoing during the Period of Performance under this Agreement.

(3) The Subgrantee shall require that the language of this certification be included in the award documents of all sub-awards exceeding \$100,000 at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that the contractors, subcontractors or subrecipients with these awards shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 2 CFR Section 200.450 and Section 1352, title 31, United States Code.

I certify that the foregoing is true and correct.

Entity Name: _____

Street address: _____

City, State, Zip: _____

By: _____

[Signature of Authorized Representative], [Title], [Entity Name]

Date: _____

Addendum 1 to Idaho BEAD Subgrant Agreement

LEO Satellite Capacity

[If applicable, based on subgrantee selection.]

DRAFT