

Subaward Id.: [ID]

SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT (the “Agreement”) is made and entered into as of the date of the last signature on this Agreement between the **Office of Broadband Development and Connectivity**, an office within the Division of Administration, State of Louisiana (the “Office”), and **[entity]** (the “Subgrantee”), a **[description of entity]** (collectively, the “Parties”) to complete the Project.

DEFINITIONS

“**Application**” means Subgrantee’s approved GUMBO 2.0 program application, attached hereto as Attachment 2 and incorporated by reference to this Agreement.

“**Assistant Secretary**” means the Assistant Secretary of Commerce for Communications and Information and NTIA Administrator.

“**Award Funds**” means Grant Funds and Matching Funds (*i.e.*, all of the 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 117-58, 135 Stat. 429 (November 15, 2021).

“**BEAD NOFO**” means the BEAD Program Notice of Funding Opportunity issued by NTIA on May 13, 2022 (Funding Opportunity Number NTIA-BEAD-2022) and available at <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

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

“**CAI**” means a community anchor institution as identified **[identify final file or list]**.

“**Closeout Date**” is the date when the Office determines Subgrantee has satisfied all state and federal reporting requirements related to the Project and completes close out of this award pursuant to 2 CFR 200.344.

“**DOC**” means the United States Department of Commerce.

“**DOC ST&Cs**” means the Department of Commerce Financial Assistance Standard Terms and Conditions (Nov. 12, 2020) *available at* https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms%20and%20Conditions%20-%2012%20November%202020%20PDF_0.pdf

“**End User**” means a Broadband Serviceable Location included within the scope of Subgrantee’s Application.

“**Federal Grant Officer**” means the NIST grant officer identified on Louisiana’s BEAD Program OGE-450.

“**Federal Interest Period**” is the period during which Subgrantee will hold in trust for the beneficiaries of the BEAD Program all real property and equipment acquired or improved in connection with this Agreement. The Federal interest in all real property and equipment acquired or improved as part of this Agreement will 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 will last until December 31, 2037.

“**Grant Date**” is the date of the last signature when all Parties have fully executed this Agreement.

“Grant Funds” means the Gumbo 2.0 funding awarded for this Project as identified in Attachment 1 (the Total Amount of the Federal Award committed to Subgrantee by the pass-through entity).

“GUMBO 2.0 Act” means the GUMBO 2.0 Program Law, Acts 2023, No. 383, §3A, codified at R.S. 51:2370.21-2370.33.

“GUMBO 2.0 Rules” means the Granting Unserved Municipalities Broadband Opportunities 2.0 program rules codified at LAC 4:XXI.B.

“Initial Proposal” means Louisiana’s BEAD Initial Proposal, as approved by NTIA on December 15, 2023 and as it may subsequently be amended, available at <https://connect.la.gov/bead/>.

“LCBSO” means the Low-Cost Broadband Service Option specified in LAC 4:XXI.B.1701.

“Matching Funds” means funds or in-kind contributions provided by Subgrantee or the Office to meet the BEAD Program’s non-federal match requirement.

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

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

“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 2.

“Project Completion Criteria” are the minimum criteria for project completion set forth in Attachment 3 [Subgrantee’s approved Application (and any material changes approved by the Office, if applicable)].

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

“Qualifying Broadband Service” to a location that is not a CAI is Reliable 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. “Qualifying Broadband Service” to a CAI is Reliable 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 milliseconds.

“UGPN” is the Uniform Guidance Policy Notice published by NTIA on December 26, 2023, titled “Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program.”

Capitalized terms not otherwise defined herein shall have the same meaning ascribed thereto in R.S. 51:2370.22 or, if not defined therein, the BEAD NOFO.

WITNESSETH

WHEREAS, the Office is authorized to make Grant Funds available to qualified subgrantees under the Granting Unserved Municipalities Broadband Opportunities 2.0 (GUMBO 2.0) program, promulgated pursuant to the GUMBO 2.0 Act, and governed in accordance with the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, and the BEAD NOFO, including any additional regulations promulgated by or guidance of the Assistant Secretary of Commerce for Communications and Information and NTIA Administrator may provide;

WHEREAS, the granting of GUMBO 2.0 funds through this Agreement from the Office to Subgrantee for the benefit of End Users has been approved by the Executive Director of the Office; and

WHEREAS, the granting of funds from the Office to Subgrantee will enable the development of valuable broadband facilities for End Users for the delivery of valuable services, particularly the increased

availability of telemedicine services, distance learning, and telework;

WHEREAS, the Office and Subgrantee agree that this award is being provided by the state of Louisiana to Subgrantee for Subgrantee to carry out part of the Federal BEAD award received by Louisiana. Specifically, Subgrantee will 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, the Office and Subgrantee agree that the major purpose of this award is a broadband infrastructure project; 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 CFR § 200.201 and that Subgrantee is a “subrecipient” as that term is defined in 2 CFR § 200.201 and as evaluated under 2 CFR § 200.331; and

WHEREAS, this award is a “fixed amount subaward” as defined in 2 CFR § 200.201 where the major purpose of the subaward is a broadband infrastructure project, and will be administered by the Office pursuant to the UGPN.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

I. Federal Award Identification

Information identifying this Federal subaward is set forth in Attachment 1 to this Agreement.

II. General Compliance Requirements, Prioritization, and Terminology

Subgrantee must perform its obligations under this Agreement in a manner that complies, and enables the Office to comply, with all requirements contained in 47 U.S.C. § 1702, the BEAD NOFO, the DOC ST&Cs, the General Terms and Conditions for the BEAD Program,¹ the Specific Award Conditions applicable to Louisiana’s BEAD award (22-20-B061),² the GUMBO 2.0 Act, the GUMBO 2.0 Rules, and Louisiana’s BEAD Initial Proposal. In the event of any conflict between the terms of this Agreement and the authorities identified in the preceding sentence, the authorities identified in the preceding sentence shall control.

In any case where language among two or more authorities appears inconsistent, the relevant authorities should be read and interpreted in a manner which emphasizes consistency and harmonization across all relevant authorities. Where harmonization is impossible, the Parties agree to prioritize following the language contained in these authorities in the following order (from highest to lowest priority): 47 U.S.C. § 1702; the award’s Specific Award Conditions; the General Terms and Conditions for the BEAD Program; the BEAD NOFO; the Department of Commerce Standard Terms and Conditions, the GUMBO 2.0 Act, the GUMBO 2.0 Rules and Louisiana’s BEAD Initial Proposal.

The definitions in the BEAD NOFO shall apply to capitalized terms not otherwise defined herein.

III. Nature of Award

Subgrantee shall deploy Qualifying Broadband Service to End Users and CAIs as described in Subgrantee’s Application. This Project must provide Qualifying Broadband Service to all broadband serviceable locations and CAIs identified in the Application and at the speeds and latency standards articulated therein.

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

It is understood and agreed by the parties that, because the GUMBO 2.0 grant program is new, and because the funding of the program is dependent upon both State and Federal regulations, certain requirements, such as reporting obligations, may change over time. Subgrantee shall remain obligated to comply with the

¹ [post]

² [post]

current and future obligations of the GUMBO 2.0 grant program through the Closeout Date, except for those obligations that survive closeout and remain in force during the Federal Interest Period as described in section X below.

IV. Period of Performance and Closeout

A. Period of Performance

The period of performance for this award is four years. The period of performance begins on the Grant Date.

B. Extension of the Period of Performance

The Office may, in its sole discretion, extend the period of performance by up to one year if Subgrantee demonstrates to the Office that: (1) Subgrantee has a specific plan for use of the Grant Funds, with project completion expected by a specific date not more than five years after the Grant Date; (2) construction on the Project is underway; or (3) extenuating circumstances require an extension of time to allow the Project to be completed.

C. Closeout

Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

Closeout does not affect (a) any of the rights, requirements and obligations set forth in 2 CFR 200.345, or (b) any of Subgrantee's obligations that survive closeout and remain in force during the Federal Interest Period as described in section X below.

V. Subgrantee's Responsibilities To Deploy Broadband Infrastructure and Provide Broadband Service

A. Scope of Work

All work on the Project will materially conform to the plans set forth in the Application submitted by Subgrantee, unless the Office approves a material change to the Project, in which case the work shall conform to the Application plans and the material change, as applicable. Any material changes to the Project must be approved in advance by the Office or its designee.

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 workman like fashion and in keeping with prevailing industry standards.

2. Subgrantee Responsibilities of Work

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

- Ensuring that Subgrantee meets all deadlines in approved plans and specifications;
 - Monitoring the progress of grant funded activities;
 - Reporting progress;
 - Providing for required construction permits and adequate construction inspection;
 - Promptly paying costs incurred for grant funded activities;
 - Monitoring contractors' and/or Subgrantees' compliance with Federal, State, and local requirements;
- and
- Constructing and maintaining in good condition throughout the construction period a sign or signs, at the site of grant funded activities in a conspicuous place indicating that the Federal Government is participating in the activities.

3. Build America, Buy America

Congress passed the Build America, Buy America Act (BABA) on November 15, 2021 as part of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, 135 Stat. 429, 70901-70927. BABA established domestic content procurement preference requirements for Federal financial assistance projects for

infrastructure, including the BEAD Program, consistent with Section 70912(2) of the Infrastructure Act.

Subgrantee shall comply with BABA consistent with applicable legal authorities, such as the Infrastructure Act, Executive Order 14005, 2 CFR Part 184, OMB Memo M-24-02, and any applicable waivers issued by the Department of Commerce or NTIA, to include the National Telecommunications and Information Administration Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Broadband Equity, Access, and Deployment Program, effective February 22, 2024. All waivers applicable to BEAD will be posted on the Build America, Buy America page maintained by the Department of Commerce Office of Acquisition Management at <https://www.commerce.gov/oam/build-america-buy-america>.

4. Environmental and Historic Preservation Review

Subgrantee must comply with the requirements of all applicable Federal, state, and local environmental statutes, laws, and standards, including as set forth in Attachment 5 to this Agreement.

5. Other Federal Construction Requirements.

Subgrantee shall perform its obligations under this Agreement in accordance with the federal construction requirements set forth in Attachment 6.

C. Notice of Completion and Final Inspection

When (a) all construction has been completed, Subgrantee's architect/engineer has conducted its own final inspection, and any deficiencies have been corrected, and (b) all Project Completion Criteria have been met, Subgrantee shall submit written certification to the Office that the Project was placed into service, as defined in 47 USC 1702(h)(4)(C) for last-mile broadband deployment projects, by the end of the Period of Performance Grantee's period of performance and request that the Office certify completion of the Project and initiate closeout per section IV.C above ("Subgrantee Completion Certification").

Upon receipt of Subgrantee's certification, the Office shall within ten (10) business days request Subgrantee to produce any data the Office requires to confirm the completion of the Project. Within five (5) business days of receipt of any requested information, the Office will schedule a final inspection to be attended by representatives of the Office, Subgrantee's architect/engineer, and Subgrantee and/or contractor(s). The Office will provide NTIA reasonable advance notice of the final inspection so that a representative of NTIA may participate.

D. Acceptance or Rejection of Project.

Subgrantee's failure to meet any of the Project Completion Criteria or failure to meet any material obligation under this agreement shall be cause for rejection of the Project by the Office. A Project shall be considered accepted unless, within the ten (10) business days of the final inspection, the Office notifies Subgrantee in writing (a) that the Project is rejected, (b) specifies the items that, if modified or added, will cause the Project to be accepted, and (c) a timeline for resubmission of the notice of completion under section V.C. Subgrantee shall promptly remedy any defect which prevents the work performed on the Project from satisfying the Project Completion Criteria or meeting any material obligation under this Agreement.

E. Resubmitting Project.

A rejected Project shall be resubmitted within the time period specified in writing by the Office. Subgrantee shall provide an updated Subgrantee Completion Certification to the Office when Subgrantee resubmits the Project for acceptance. The Office shall review the resubmitted Project within five (5) business days of receipt of the written notification. A resubmitted Project shall be considered accepted unless, within this period, the Office notifies Subgrantee in writing that the resubmitted Project is rejected and specifies the items that, if modified or added, will cause the resubmitted Project to be accepted. The parties shall repeat this process until the resubmitted Project is accepted, or the Office determines that Subgrantee has triggered the non-performance section of this Agreement.

F. Certification of Completion.

The Office shall provide to Subgrantee written certification of Project completion within ten (10) business days of acceptance of the Project.

VI. Disbursement of Grant Funds

A. Maximum Amount

Disbursements to Subgrantee are limited to the unpaid, obligated balance of the Grant Funds. The Office shall have no obligation to pay Subgrantee any amount under this Agreement that exceeds the Grant Funds.

B. Condition Precedent to Disbursement

The Office shall not disburse any Grant Funds to Subgrantee until an officer of Subgrantee has made the attestations regarding cybersecurity and supply chain risk management specified in Attachment 7.

C. Disbursement Milestones

Grant Funds shall be disbursed in the amounts and upon ConnectLA's determination that Subgrantee has achieved the milestones and other conditions set forth in Attachment 4 to this Agreement.

The final milestone payment shall not be paid without an approved completion report. Subgrantee's Invoice for final payment shall be submitted within 90 days of the date the Office issues written certification of Project completion.

D. Disbursement Requests

Subgrantee must submit with each request for disbursement:

1. Certification that qualifying broadband is available at the relevant percentage of locations;
2. A report showing the amount of Matching Funds expended in connection with the provision of qualifying broadband to the locations addressed by the request for disbursement; and
3. One of the following:
 - a. A report showing project expenses using Generally Accepted Accounting Principles or other standard accounting practices; or
 - b. A report showing the relative proportion of costs across the following key spending areas:
 - professional services (e.g., engineering, environmental and historic preservation permitting, legal expenses, etc.);
 - construction services (e.g., digging trenches, erecting towers, blowing fiber, constructing and improving buildings, etc.);
 - outside plant, towers, and poles (e.g., fiber plan, conduit, towers, poles, emergency power generational equipment, etc.);
 - network and access equipment (e.g., broadband routing equipment, broadband transport equipment, network broadband access equipment, wireless base stations, antennas, etc.);
 - operating equipment (e.g., office furniture and fixtures, work equipment and vehicles, etc.);
 - customer premise equipment;
 - contingency funds; and
 - all other expenses; or
 - c. A report demonstrating that the project's projected cost per location reached is consistent with the project budget.

E. Disbursement Procedures

Grant Funds shall be disbursed to the Company via wire transfer or check in accordance with Sections 2370.31 and 2370.32 of the GUMBO 2.0 Act and §1321.B of the GUMBO 2.0 Rules.

The acceptance of an invoice by the Office shall not constitute acceptance of any work performed or deliverables provided under this Agreement. Subgrantee agrees that, while reimbursement by the Office will occur as work is properly invoiced pursuant and subject to the other terms of this Agreement, ultimate acceptance by the Office of all Work will need to be verified pursuant to the process detailed in section V of this Agreement.

The Office will use reasonable best efforts to issue the Grant Funds due to Subgrantee within thirty (30) days of approval of the documentation submitted by Subgrantee. Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

F. Invoice Retention and Auditing

All invoices are subject to audit for three years from the completion date.

VII. Matching Funds

Subgrantee shall provide Matching Funds in the amount of **[[amount]]**, as specified in Attachment 2 to this Agreement. Subgrantee shall prioritize the use of Matching Funds over Grant Funds in performance of its obligations under this Agreement.

VIII. Permissible Costs; Use of Award Funds.

A. Permissible Uses of Funds

Award Funds shall be used solely for reimbursable costs incurred for implementation and operation of the Project and for no other purpose. Reimbursable costs include (a) operating and maintenance costs incurred by Subgrantee in connection with providing broadband services to End Users, and (b) to maintain Project facilities in good working order so as to be able to offer broadband service to End Users.

The use of Award Funds will adhere to the terms of this Agreement, the authorities identified in Section II of this Agreement, and the restrictions on pre-implementation activities set forth in section IV of Attachment 5 (Environmental and Historic Preservation Review) to this Agreement. The Parties understand and agree that the Office may not reimburse Subgrantee for costs that the Federal Grant Officer determines are not eligible for reimbursement pursuant to Louisiana's BEAD Program award. The Parties agree to work in good faith to ensure that awards determined by the Office to be reimbursable under this Agreement are found reimbursable by the Federal Grant Officer.

Subgrantee acknowledges that in order for a cost to be reimbursable under this agreement, it must "be reasonable, necessary, allocable, and allowable for the proposed project or other eligible activity and conform to generally accepted accounting principles." (BEAD NOFO at 81, § V.H.1) Subgrantee further acknowledges that while the federal cost principles set forth in the Uniform Guidance do not govern this Agreement, the Office will look to those principles when reviewing cost showings.

Subgrantee shall be responsible for all Project Costs that exceed the amount of the Award Funds. In the event the available Award Funds are insufficient to satisfy all Project Costs, Subgrantee shall nevertheless be responsible for fulfilling its obligations under this agreement.

B. Prohibited Uses of Award Funds

In addition to any other use of Award Funds prohibited by state or federal law, the following are prohibited as uses of Award Funds (whether by Subgrantee or Subgrantee's contractors, subcontractors, or subrecipients), and are not reimbursable as an allowable cost under this Agreement:

1. Prohibition Against Payment of Bonus or Commissions

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

2. Political Activity

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

3. 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)), and (b) fiber optic cable and optical transmission equipment manufactured in the People's Republic of China.

4. 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 retaining program income for profit.

5. Collective Bargaining

Direct or indirect support of or opposition to collective bargaining.

IX. Service Obligations

A. Broadband Service Obligations

Subgrantee agrees in connection with the provision of any Broadband Service over the Project network:

1. Subgrantee shall not impose data usage caps on any Broadband Service plans offered over the Project or impose unjust or unreasonable network management practices.
2. Subgrantee shall provide access to Broadband Service to each customer served by the Project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.
3. Subgrantee shall offer the proposed advertised minimum download and minimum upload speeds set forth in Attachment 2, and in no event less than one hundred Mbps download and twenty Mbps upload with latency of less than or equal to 100ms, measured as specified in the BEAD NOFO.
4. Pricing
 - a. If Subgrantee has offered Broadband Service to at least one thousand consumers for a period of at least five consecutive years, Subgrantee shall offer Broadband Service at prices consistent with offers to consumers in other areas of the state.
 - b. If Subgrantee has not offered Broadband Service to at least one thousand consumers for a period of at least five consecutive years, Subgrantee shall ensure that the Broadband Service is priced to consumers at no more than the cost rate identified in Attachment 2 for the duration of the five-year service agreement.
 - c. In calculating cost for the purposes of this section [IX.4], Subgrantee may adjust annually consistent with the annual percentage increase in the Consumer Price Index in the preceding year.

B. Other Obligations

1. Middle Mile Interconnection

To the extent Subgrantee is receiving Award Funds to deploy Middle Mile Infrastructure, Subgrantee shall permit other broadband service providers to interconnect with its funded Middle Mile Infrastructure network facilities on a just, reasonable, and nondiscriminatory basis. Subgrantee shall allow such interconnection at any technically feasible point on the Middle Mile Infrastructure network (without exceeding current or reasonably anticipated capacity limitations). This duty includes, at a minimum, the physical interconnection of Subgrantee's Middle Mile Infrastructure to a requesting party's facilities for the exchange of traffic. In addition, Subgrantee shall connect to the public internet directly or indirectly and provide requesting parties with an ability to connect to the internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory. Subgrantee shall negotiate in good faith with any requesting party (including public, Tribal, private, non-profit, or other parties) making a bona fide request for interconnection.

2. Public Awareness Campaign

Subgrantee shall, during the Period of Performance, carry out public awareness campaigns in the areas served by the Project designed to highlight the value and benefits of Broadband Service in order to increase the adoption of broadband service by consumers.

Subgrantee's awareness campaign must, at a minimum:

a. Include information about low-cost service plans and any federal subsidies for low-income households such as the Lifeline Program, the Affordable Connectivity Program (if available), and any successor programs.

b. Be conducted in an equitable and nondiscriminatory manner.

c. Utilize a variety of communications media (e.g., online, print, radio) and provide information in languages other than English when warranted based on the demographics of the community.

Subgrantee shall propose an awareness campaign to the Office within three months of the Grant Date, and implement the campaign upon the Office's approval, which will not be unreasonably withheld.

3. Civil Rights and Nondiscrimination Law Compliance

Subgrantee agrees to abide by the non-discrimination requirements set forth in Attachment 8, to the extent applicable, and acknowledges that failure to do so may result in cancellation or termination of this Agreement and/or recoupment of funds already disbursed.

4. Cybersecurity and Supply Chain Risk Management

Subgrantee shall, to the extent it relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), obtain from that third party network provider the attestations regarding cybersecurity and supply chain risk management practices substantially in the form set forth in Attachment 7.

5. Other Federal Obligations

Subgrantee shall fulfill the other Federal obligations set forth in Attachment 9. Further, the Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award, including this Agreement. Subgrantee thus shall comply, without limitation, the provisions regarding Section F (CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS) and Section G (NATIONAL POLICY REQUIREMENTS) thereof, unless otherwise specified in an authority with priority as specified in Section II above.

X. Subgrantee Obligations During the Federal Interest Period

Subgrantee explicitly acknowledges that the obligations described in this section X survive beyond the Period of Performance and the closeout of this Award, and remain in effect during the entirety of the Federal Interest Period.

A. Property Standards

For the purposes of this Agreement, the useful life of Project Property shall coincide with the Federal Interest Period. Title to Project Property vests in Subgrantee upon acquisition, subject to the exception and clarifications set forth in Attachment 10, which themselves remain in effect for the duration of the Federal Interest Period.

B. Service Availability

Subgrantee shall be capable of performing a standard installation of Qualifying Broadband Service to an End User, at a standard installation charge, within 10 business days after the date on which a service request is submitted.

C. Affordable Connectivity Plan

Subgrantee must allow eligible subscribers in the Project service area to utilize the Affordable Connectivity Program, if available, or any successor program.

D. Low-Cost Broadband Service Option

Subgrantee must offer the LCBSO to eligible subscribers.

E. Reporting

Subgrantee shall submit a final Form SF-425 and a final Performance (Technical) Report to the Office within 90 calendar days after the expiration of the Period of Performance.

Subgrantee shall submit Real Property and Tangible Personal Property Reports and Requests for Disposition as specified in DOC ST&C § A.01.

F. Wholesale Obligation on Default

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 at any time on a retail basis, remedial action will be taken to ensure continuity of service. Subgrantee shall, after consultation with and as approved by the Office and NTIA, either (a) 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 or (b) sell the network in its entirety to a new provider who commits to providing services under the terms of the BEAD Program. The Office may require Subgrantee to take either remedial action so long as such action results in continued retail service to end users in the grant area.

XI. Reporting

Subgrantee will adhere to the conditions and regulations for reporting, as outlined in this Agreement, the GUMBO 2.0 Rules, and the GUMBO 2.0 ACT.

Subgrantee shall file reports with the Office, NIST, and/or NTIA as specified in Attachment 11. Subgrantee acknowledges that the reporting requirements set forth in this Agreement (including Attachment 11) may be updated from time to time, and Subgrantee shall comply with any other reasonable reporting requirements determined by the Office to meet the reporting requirements established by the Assistant Secretary and certify that the information in the report is accurate. Subgrantee further acknowledges that the Office must make all Subgrantee reports available to NTIA upon request.

Subgrantee shall maintain sufficient records to substantiate all information submitted in reports under this Agreement.

The Office will conduct an implementation meeting with a grant recipient within thirty days of Grant Datre and will make reporting templates and instructions available at or shortly after the implementation meeting. The Office and Subgrantee agree to work in good faith to identify and implement any changes to reporting requirements and protocols in a reasonable and timely manner.

XII. Recordkeeping and Audits

The Office and 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 cooperation with the Department of Commerce and external program evaluators.

A. Recordkeeping

Subgrantee agrees to keep financial records, supporting documents, statistical records, and all other records pertinent to Award Funds, the Project, and this Agreement for a period of three (3) years after the Closeout Date.

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

B. Audits

The Office, NTIA, the DOC Office of Inspector General, or another authorized Federal agency may conduct an audit of an award at any time.

1. Non-Federal Entities

If Subgrantee is subject to the provisions of Subpart F of 2 C.F.R. Part 200 and expends \$750,000 or more in a year in Federal awards during its fiscal year, Subgrantee must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200.

Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>).

In accordance with 2 C.F.R. § 200.425 (Audit services), Subgrantee may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

2. *Other Entities, including For-Profit Entities*

If Subgrantee is not subject to the provisions of Subpart F of 2 C.F.R. Part 200, it must submit to 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 Project specific audit in accordance with the requirements contained in 2 C.F.R. § 200.507.

Audits are to be performed annually. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer.

In accordance with 2 C.F.R. § 200.425, Subgrantee may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

Subgrantee shall perform all necessary efforts to assist the Office in verifying for the benefit of Louisiana and Federal auditors that Award Funds have been expended in a manner consistent with this Agreement within the timeframe established in Subgrantee's Application, beginning on the Grant Date. If Subgrantee fails to spend or fails to document the expenditure of Award Funds on eligible Project-related expenses, which include properly approved material changes to the Project, within that timeframe, Subgrantee agrees to immediately return to the Office any Grant Funds that it failed to spend appropriately. Those funds, regardless of source, shall be returned to the Office, upon request, within 10 business days.

C. Protected and Proprietary Information

Notwithstanding any other provision of this Agreement, Subgrantee and the Office agree that all records related to the GUMBO 2.0 program are public records as provided by the Public Records Law, R.S. 44:1 *et seq.*, except for a broadband service provider's trade secret and proprietary information, including coverage data, maps, and shapefiles.

In accordance with 2 CFR 200.303(e), the Office 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.

XIII. Representations and Warranties

Subgrantee represents and warrants:

- i. it is authorized to do business in the State of Louisiana;
- ii. the making 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, and do not contravene any law, regulation or decree or any contractual restriction;
- iii. this Agreement and each and every other document required to be delivered hereunder, when duly executed and delivered, will be the legal and binding obligations of Subgrantee enforceable in accordance with their respective terms; and
- iv. To the best of Subgrantee's knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operation of Subgrantee.
- v. Subgrantee warrants that the Project developed hereunder shall be free from defects in

design and implementation, and shall continue to meet the specifications agreed to in this Agreement until the Closeout Date. Until the Closeout Date, Subgrantee shall, without additional charge to the Office, correct any such defects and make such additions, modifications, or adjustments to the Project as may be necessary to keep the Project operating as specified in its Application.

vi. Subgrantee warrants the specific operating performance characteristics of the services developed and/or installed hereunder as stated in its Application and any approved material changes to the Project, if applicable.

XIV. Non-Performance, Termination, and Other Remedies

Non-performance, termination, and other remedies for non-performance will be handled consistent with the authorities set forth in section II of this Agreement, to include 2 CFR § 200.339 and RS 2370.33. When a determination or decision regarding non-performance is to be made, the Office shall make such determination or decision by exercising good faith and reasonable discretion.

A. Non-Performance

Non-performance occurs when a subgrantee fails to comply with any material requirement under the U.S. Constitutions, applicable Federal statutes (to include 47 USC § 1702) and regulations, the DOC ST&Cs, the General Terms and Conditions for the BEAD Program, the Specific Award Conditions applicable to Louisiana's BEAD award (22-20-B061), the GUMBO 2.0 Act, the GUMBO 2.0 Rules, and Louisiana's BEAD Initial Proposal.

Specific example of non-performance include, but are not limited to:

1. Failure to comply with the low-cost broadband service option requirement set out in Section 60102(h)(4)(B) of the Infrastructure Act and LAC § 1701.
2. Failure to meet other Federal or Louisiana statutory obligations,
3. Wasteful, fraudulent, or abusive expenditure of Award Funds.
4. Failure to provide Broadband Service at the minimum advertised connection speed and cost at the advertised rate as set forth in Attachment 2.

B. Penalties for Non-Performance

1. General Authority

The Office and NTIA may enforce applicable rules and laws by imposing penalties for nonperformance, failure to meet statutory obligations, or wasteful, fraudulent, or abusive expenditure of Award Funds. Such penalties include, but are not limited to, imposition of additional award conditions, payment suspension, award suspension, grant termination, de-obligation/clawback of funds, and debarment of organizations and/or personnel.

2. Additional Conditions

Penalties for non-performance by Subgrantee may include the imposition of additional conditions, as described in 2 CFR 200.208.

3. Remedies when Additional Conditions are Insufficient

If the Office or NTIA determine that non-performance cannot be remedied by imposing additional conditions, the Office or NTIA may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by the Office or NTIA.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- (c) Wholly or partly suspend or terminate this Agreement.
- (d) Recommend the initiation of suspension or debarment proceedings by NTIA or DOC as authorized under 2 CFR part 180 and DOC regulations.
- (e) Withhold further GUMBO 2.0 awards.
- (f) Take other remedies that may be legally available.

4. *Clawback*

If the Office or NTIA determine 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 Office may require Subgrantee to return up to the entire amount of the Grant Funds to the Office, at the discretion of the Office, subject to the authority of the Assistant Secretary to direct the Office to clawback funds for material non-performance.

If Subgrantee fails to provide the minimum advertised connection speed and cost at the advertised rate described in Attachment 2 to this Agreement, Subgrantee shall forfeit any Grant Funds, up to the entire amount received through the GUMBO 2.0 program. The Office shall use its discretion to determine the amount forfeited. If Subgrantee is required to forfeit Grant Funds under this provision, Subgrantee is liable for up to the amount disbursed plus interest. The number of subscribers that subscribe to Broadband Service offered by Subgrantee in the project area shall not be a measure of performance under this Agreement for the purposes of this provision.

The Parties acknowledge that NTIA may pursue clawback of funds directly from the Office if the Office fails to ensure Subgrantee accountability to the fullest extent of the law. To the extent NTIA successfully pursues clawback from the Office on these grounds, Subgrantee shall reimburse the Office in an amount equal to the clawback.

5. *Force Majeure*

Subgrantee is not required to forfeit the amount of a grant received if the grant recipient fails to perform due to a natural disaster, an act of God, a force majeure, a catastrophe, a pandemic, the failure to obtain access to private or public property or any government permits under reasonable terms, or such other occurrence over which the grant recipient has no control. The Office has the discretion and shall determine whether Subgrantee's failure to perform is due to an occurrence over which Subgrantee has no control.

6. *Reversion*

Subject to the exception set forth in XIV.B.5 above, if Subgrantee fails to perform and fails to return the full forfeited amount required pursuant to this Section, the ownership and use of the broadband infrastructure funded by the GUMBO 2.0 program shall revert to the Louisiana Division of Administration.

7. *Make Whole*

Notwithstanding any other provision of this Agreement, if Subgrantee fails to complete the Project in a material respect, Subgrantee, at the discretion of the Office, may be required to reimburse the Office the actual cost to finish the project. The actual cost to finish the project shall be determined by the Office in consultation with the Subgrantee. If the Office determines that Subgrantee has made a good faith effort to complete the Project, the Office will not require Subgrantee to reimburse the Office an amount greater than the remaining GUMBO 2.0 cost per End User as set forth in Attachment 2 to this Agreement.

XV. Other Provisions.

A. Assignment or Transfer

Subgrantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Office. Any attempt at assignment or transfer without such consent shall be void. The Parties acknowledge that any assignment or transfer of this Agreement is subject to the requirement to obtain prior written approval from NTIA and NIST.

Any assignment or transfer of Subgrantee's rights and obligations approved by the Office shall be subject to the provisions of this Agreement.

B. Amendments and Modifications

This Agreement may only be amended or modified through a written instrument signed by the Office and Subgrantee.

C. Conflicts of Interest

No officer or employee of Subgrantee or Office, will have any personal pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project that is the subject matter of this Agreement. The Subgrantee, as applicable, will promptly notify the Office should it become aware of any violation or attempt at circumventing the requirements of this section by Subgrantee.

D. Governing Law

This Agreement shall be governed under the laws of the State of Louisiana. Any dispute arising between the parties shall only be brought within the 19th Judicial District Court for the State of Louisiana. Nothing in this contract is intended to waive, nor shall it act as a waiver of, the sovereign immunity of the State of Louisiana.

E. Force Majeure

Neither the Office nor Subgrantee shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out unforeseeable causes beyond the parties' reasonable control. Such causes may include Acts of God or of a public enemy, fires, floods, epidemics, and quarantine restrictions. 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 Office 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.

F. Notice

All communications and notices provided for hereunder shall be in writing and mailed, emailed or delivered to the parties hereto at their business addresses set forth below or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

If to the Office, then to:
Office of Broadband Development and Connectivity
Attention: Executive Director
P.O Box 94095
Baton Rouge, LA 70804-9095
E-mail: Connect@LA.gov

If to Subgrantee, then to:

[Name]
Attention:
[Address 1]
[Address 2]
E-mail: [email]

F. Severability

If any provision under this Agreement or its Application to any person or circumstances is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement which can be given effect without the invalid provision.

G. Successors and Assigns

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

H. Waivers

No conditions or provisions of this Agreement may be waived unless approved by the Office and Subgrantee, in writing.

I. Terms and Conditions

Subject to the terms of Section II 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LOUISIANA DIVISION OF
ADMINISTRATION

[SUBGRANTEE]

By: _____
Veneeth Iyengar, Executive Director
Louisiana Division of Administration,
Office of Broadband Development and
Connectivity

By: _____
[Signatory], [Title]
[Subgrantee]

Date: _____

Date: _____

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Attachment 1 – Project Description

Item	Requirement	Data
1	Subrecipient name ³	☐
2	Subrecipient's unique entity identifier	☐
3	Federal Award Identification Number (FAIN);	22-20-B061
4	Federal Award Date ⁴	Aug. 29, 2022
5	Subaward Period of Performance Start and End Date	☐
6	Subaward Budget Period Start and End Date	☐
7	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	☐
8	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	☐
9	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	☐
10	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	BEAD for Louisiana
11	Name of Federal awarding agency	United States Department of Commerce
	Name of pass-through entity	Louisiana Department of Administration
	Contact information for awarding official of the Pass-through entity	Veneeth Iyengar Executive Director Louisiana Division of Administration, Office of Broadband Development and Connectivity 1201 N. 3 rd Street Suite 6-180 Baton Rouge, LA 70802-5243
12	Assistance Listings number and Title ⁵	11.035 - Broadband Equity, Access, and Deployment Program
13	Identification of whether the award is R&D	Award is not R&D
14	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414.	☐

³ Must match the name associated with its unique entity identifier.

⁴ The date when the Federal award to Louisiana was signed by the authorized official of the Federal awarding agency (see 2 CFR 200.201).

⁵ If other federal awards are implicated, ConnectLA must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement.

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Attachment 3 - Project Completion Criteria

1. A “project completion report” signed by an officer of Subgrantee including:

a. An attestation by an officer of Subgrantee that the Project as described in Attachment 2 has been completed in all material respects, to include, but not limited to:

- Subgrantee has deployed a network capable of providing Qualifying Broadband Service to all End Users at the speed and latency standards specified in the Application and the BEAD NOFO
- Subgrantee is capable of performing a standard installation of Qualifying Broadband Service at all End Users, at a standard installation charge, within 10 business days after the date on which a service request is submitted.
- Subgrantee is capable of providing Qualifying Broadband Service to all CAIs included in the Project at the speed and latency standards specified in the Application and the BEAD NOFO
- Subgrantee has completed all CRN-SPA commitments identified in the Application

b. A technical report sufficient to demonstrate, in the Office’s sole discretion, that the Project is capable of delivering broadband internet access service to all End Users and CAIs at the speed and latency standards specified in the Application and the BEAD NOFO.

2. Proof sufficient for ConnectLA to determine, in its sole discretion, whether Subgrantee has provided public notice, online and through other means, of the fact that the Project has been completed and Broadband Service is available to individuals residing in the locations to which Broadband Service has been provided.

3. To the extent it relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), attestations regarding cybersecurity and supply chain risk management practices substantially in the form set forth in Attachment 7.

Attachment 4 - Disbursement Milestones

Milestone	Disbursement (percent of award)	Maximum Cumulative Disbursement (percent of award)
Office approval of detailed project budget and schedule as an addendum to the executed subgrant agreement(s)	10%	10%
Proof that necessary permits have been requested filed with the Office	10%	20%
Proof of binding agreement to acquire BABA-compliant equipment	10%	30%
Provider certification and Office completion of a technical and compliance audit that the provider has reached:		
10% of Project BSLs	10%	40%
35% of Project BSLs	15%	55%
60% of Project BSLs	15%	70%
85% of Project BSLs	15%	85%
100% of Project BSLs and the Office's approval of Subgrantee's Completion Report	15%	100%

For the purposes of this Agreement, and consistent with the Federal Communications Commission's Broadband Data Collection, Subgrantee may certify that it has "reached" a location when it is capable of performing a standard installation of Qualifying Broadband Service, at a standard installation charge, within 10 business days after the date on which a service request is submitted. See 47 U.S.C. §§ 642(b)(2)(A)(i)(I)-(II); 47 CFR § 1.7001(a)(19).

[[LANGUAGE FOR OPTIONAL EVERY SIX-MONTH DISBURSEMENTS:

The parties agree that Subgrantee may seek reimbursement for actual buildout progress every six months (or fraction thereof for the first reimbursement request), starting on the first occurrence of July 1 or January 1 after the Grant Date. For example, if Subgrantee has achieved the 10% of fixed locations milestone on March 1, 2025, and then deploys qualifying broadband to an additional 3% of fixed locations by June 30, 2025, Subgrantee may seek reimbursement for those 3% of locations on July 1, 2025, while it continues to work toward the 35% milestone. Subgrantee may seek reimbursement for any additional progress toward the 35% milestone it makes between July 1, 2025 and December 31, 2025 on January 1, 2026.

The reimbursement amount for such six-month disbursements will be calculated as follows:

$$\text{Payment per location reached} = (\text{Grant Funds} * .7) / (\text{Number of Project Locations to be served on Project completion} + \text{Number of CAIs to be served on Project completion})$$

Subgrantee's payment for achieving the next deployment milestone will be adjusted to ensure that the maximum cumulative disbursement does not exceed the percentage identified in the table above upon Subgrantee's achievement of a milestone.

]]

Attachment 5 - Environmental and Historic Preservation Review

I. General Environmental and Historic Preservation Review Requirements

Subgrantee shall not initiate or allow any grant funded implementation activities—except for the limited permissible activities identified in the “Uses Prior to Implementation” subsection below—prior to the following:

- 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;
- 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;
- 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/or 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
- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

II. NEPA Compliance

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

- 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);
- Complete an evaluation of the sufficiency, applicability and accuracy of the analysis in First Responder Network Authority (FirstNet) Regional Programmatic Environmental Impact Statement (PEIS) chapter as it applies to anticipated implementation activities for Louisiana;

The Parties agree that

- Subgrantee will not commence implementation and funds will not be disbursed until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified below;
- Subgrantee must timely prepare any required NEPA documents and obtain any required permits, and must adhere to any applicable statutory deadlines as described in 42 U.S.C. 4336g(a); and
- Subgrantee must provide a milestone schedule identifying specific deadlines and describing how Subgrantee proposes to meet these timing requirements including, as required, the completion of consultations, the completion of NEPA and Section 106 reviews, and the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs).

The Office shall certify the sufficiency of all Subgrantee decision documents either by:

- preparing such documents; or
- by supervising Subgrantees’ preparation of draft documents, independently reviewing those drafts, and verifying that decision documents meet the requirements of NEPA prior to transmittal to NTIA;

Subgrantee shall, as directed by the Office:

- Submit all decision documents—including any supporting environmental documentation required or requested by NTIA—to NTIA for review.

III. NHPA Compliance

To ensure the timely completion of historic preservation review for all BEAD-funded activities, Subgrantee

shall provide all such information as the Office requires to:

- At the earliest possible time, provide the NTIA-assigned Environmental Program Officer sufficient information to initiate Tribal notification via the FCC's Tower Construction Notification System (TCNS) when required for grant funded activities;
- Provide notified Tribes with information regarding grant funded activities via their preferred communication means, as identified in TCNS;
- Apply the Advisory on Historic Preservation (AHP) Program Comment to Avoid Duplicative Reviews for Wireless Communications Facilities or any other applicable program comment or program alternative developed to address the Section 106 review of communications facilities;
- 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
- Provide all consulting parties with the statutorily required time to respond to its determination of a grant funded activity's effect on historic properties.

IV. Further Environmental and Historic Preservation Review Guidance

The Parties acknowledge that NTIA will issue further implementation guidance regarding the Office's and Subgrantee's responsibilities under this condition. That guidance will include instructions on the following topics, among others:

- How the Grantee should evaluate the sufficiency, applicability and accuracy of the relevant FirstNet PEIS sections;
- How the Grantee and/or Subgrantee should evaluate what level of environmental review is appropriate and determine what type of decision document is required for a grant funded activity to proceed;
- NTIA's criteria for determining whether each type of decision document meets the requirements of NEPA;
- How the Grantee and/or Subgrantee should format decision documents;
- How the Grantee should submit decision documents and any other required environmental documentation to NTIA;
- How the Grantee will work with cooperating agencies;
- How to develop an appropriate milestone schedule and NEPA timeline for meeting NEPA's timing requirements; and
- NTIA's process for notifying the Grantee that a decision document meets the requirements of NEPA.

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. Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or consultation processes—e.g., best management practices or other measures necessary to reduce environmental impacts. Subgrantee shall provide any related information requested by the Office or by NTIA (directly or through the Office) to ensure both initial and ongoing compliance with all requirements described above.

V. Uses of Award Funds Prior to Implementation

The allowable use of Award Funds prior to beginning implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, 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, and the Clean Water Act; and/or
- Limited, preliminary procurement, 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).

Grant funded activities with significant impacts to environmental or historic resources may face deobligation of funding if impacts cannot be avoided, minimized, or mitigated. Grantee shall notify the Office within 24 hours upon receipt of any Section 106 notices of foreclosure; notices requesting continuing or supplemental consultation received from the SHPO, Tribal Historic Preservation Office (THPO), or other consulting party or the USFWS; or notices of noncompliance received from consulting authorities or regulatory agencies.

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

VI. 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 Office 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, Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the Office, NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of the Office and NTIA.

Attachment 6 – Other Federal Construction Obligations

1. Energy Efficiency

Subgrantee shall apply, where feasible, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction of the Project.

2. Signage and Public Acknowledgements

Subgrantee is encouraged to post signage and to include public acknowledgements in published and other collateral materials (e.g. press releases, marketing materials, webpages, plaques) satisfactory to the Office, NTIA and NIST that identifies grant funded activities and indicates that those activities are “funded by the Infrastructure Investment and Jobs Act.” Subgrantee is encouraged to use the Official Investing in America emblem in accordance with the guidelines and design specifications found in the Building A Better America Brand Guide found here: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>. Costs associated with signage and public acknowledgements must be reasonable and limited. Signs or public acknowledgements should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or Subgrantee burden. Subgrantee should use best effort to use recycled or recovered materials when procuring signs.

Attachment 7 – Cybersecurity and Supply Chain Risk Management Attestation

[Signatory], [Title], [Entity] hereby attests that:

1. [Entity] has a cybersecurity risk management plan (“CRM Plan”) in place that is:
 - Operational, if [Entity] is providing service prior to the award of the grant; or
 - Ready to be operationalized upon providing service, if [Entity] is not yet providing service prior to the grant award;
2. The CRM Plan reflects the latest version of the National Institute of Standards and Technology (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 reevaluated and updated on a periodic basis and as events warrant;
4. If [Entity] makes any substantive changes to the CRM Plan, a new version will be submitted to the Office within 30 days. [Entity] acknowledges that the Office must provide [Entity]’s CRM Plan to NTIA upon NTIA’s request.

Signatory further attests:

1. Subgrantee has a supply chain risk management plan (“SCRM Plan”) in place that is either:
 - a. operational, if [Entity] is already providing service at the time of the grant; or
 - b. ready to be operationalized, if [Entity] is not yet providing service at the time of 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 controls being implemented;
3. The SCRM Plan will be reevaluated and updated on a periodic basis and as events warrant;
4. If [Entity] makes any substantive changes to the SCRM Plan, a new version will be submitted to the Office within 30 days. [Entity] acknowledges that the Office must provide [Entity]’s SCRM Plan to NTIA upon NTIA’s request.

[Entity]

By: _____
[Signatory], [Title]
[Entity]

Date: _____

Attachment 8 – Civil Rights and Nondiscrimination Law Compliance

No person in the United States may, on the ground of actual or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability, or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving federal financial assistance. Subgrantee hereby agrees to abide by the non-discrimination requirements set forth in the following legal authorities, to the extent applicable, and acknowledges that failure to do so may result in cancellation of this Agreement and/or recoupment of funds already disbursed:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Department of Commerce’s implementing regulations, published at 15 C.F.R. Part 8, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by Eligible Entity and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 C.F.R. Part 8b, which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Department of Commerce implementing regulations published at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
6. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., which provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. Note in this regard that Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion “a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities;” and
7. Any other applicable non-discrimination law(s). Application requirements, award terms, and conditions do not impose civil rights and nondiscrimination law compliance requirements on Indian Tribes or Native Entities beyond what would otherwise apply under federal law.

Attachment 9 – Other Federal Obligations

1. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

Pursuant to 2 C.F.R. § 200.321, Subgrantee must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and
- f. Requiring subgrantees to take the affirmative steps listed above as it relates to its subcontractors.

2. Prevention of Waste, Fraud and Abuse

a. Training

Consistent with the principles in 2 CFR part 200, at any time(s) during the grant period of performance, the Office or NTIA may direct a member or members of 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, sub-contractors or Subgrantees (for financial matters and/or general oversight related to the grant).

NTIA or the Office 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 for reimbursement pursuant to this Agreement.

b. Monitoring

Subgrantee must monitor award activities for 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 any other suspicious activity, Subgrantee must contact (a) the Office point of contact designated in section F of this Agreement and (b) the assigned NTIA Federal Program Officer and the Department of Commerce, Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

c. Mandatory Disclosures

Additionally, in accordance with 2 CFR 200.113, Subgrantee must disclose, in a timely manner, in writing to the Office all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Subgrantee is required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (*See also* 2 CFR Part 180, 31 USC 3321, and 41 USC 2313.)

3. Protection of Whistleblowers

The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award, including this Agreement. Section F.05 of the DOC ST&Cs states that each award is subject to the whistleblower protections afforded by 41 USC 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).

Generally, this law provides 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

Grantees and contractors under Federal awards and subgrants must inform their employees in writing of the rights and remedies provided under 41 USC 4712, in the predominant native language of the workforce.

A person that believes they have been the subject of retaliation for protected whistleblowing can contact the Department of Commerce, Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Hotline.aspx>, or the U.S. Office of Special Counsel, toll free at 1-800-872-9855.

4. Nonprocurement 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 contractors.

Attachment 10 – Property Standards

1. Subgrantee is not required to comply with the Procurement Standards set forth in 2 CFR 200.318-320 and 200.324-326. All other Procurement Standards, *i.e.*, 2 CFR 200.317, 200.321-200.323, and 200.327, remain as requirements.
2. 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 CFR 200.313(d), pursuant to an exception from OMB. If Subgrantee does not have existing commercial practices for managing equipment in the normal course of business, it must comply with 2 CFR 200.313(d).
3. Subgrantee must comply with the use and equipment disposition requirements of 2 CFR § 200.313(c)(4) and 313(e) as follows:
 - a. 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 over 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 ST&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.
 - b. Subgrantee may sell, lease, or transfer Project Property only after (a) securing the agreement of the successor or transferee to comply with these requirements 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. NTIA will provide additional information concerning the review and approval process for transactions involving Project Property in subsequent guidance.
 - c. Subgrantee must notify the Office and NTIA upon the filing of a petition under the U.S. Bankruptcy Code, whether voluntary or involuntary, with respect to Subgrantee or any affiliate that would impact Subgrantee’s ability to perform in accordance with its subgrant.
4. 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 Attachment 10.a to this Agreement.
5. 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 50% of the project costs, the DOC would receive, on a *pari-passu* basis, 50% of the current fair market value of the Project Property when liquidated. NTIA will address the notice requirement for encumbrances in future guidance.
6. Pursuant to exceptions approved by the United States Office of Management and Budget as described in the UGPN, the property standards set forth in 2 CFR 200.314 -315 for supplies and intangible property, respectively, shall not apply to this Agreement.
7. Subgrantee must comply with 2 CFR 200.316. Pursuant to this section and in recognition that the BEAD Program is being executed for the benefit of the public being served by the broadband infrastructure projects, for the duration of the Federal Interest Period, Subgrantee must hold Project Property in trust for the beneficiaries of the BEAD broadband infrastructure project.
8. Subgrantee must comply with the insurance requirements of 2 CFR 200.310.

9. Subgrantee must comply with 2 CFR 200.312 to the extent any Federally owned real property or equipment is used by Subgrantee.

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Attachment 10.a – Specific Requirements to Document the Federal Interest in Project Property

I. Covenant of Purpose, Use and Ownership

To document the Federal interest in BEAD-funded real property, 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 Office. 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.

NTIA will provide a suggested sample form to use for the Covenant to record notice of the Federal interest in real property.

II. UCC-1 Filing & 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 grant or subgrant, 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 must include the below or substantively similar language:

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. Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal interest) in the Equipment for ten years after the end of the year in which the award is closed out in accordance with 2 CFR 200.344.

In addition, within 15 calendar days following the required UCC filing(s), Subgrantee shall provide the Office 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’s Certification must include the below or substantively similar language:

NIST Award Number: 22-20-B061

Pursuant to 28 USC 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 _____.

(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 Office and the Federal Grant Officer within 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 Office, NTIA, and the Federal Grant Officer.

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Attachment 11 – Reporting

Monthly Reporting Requirements

Subgrantee shall, for the duration of this Agreement, submit to the Office a “Monthly Progress Report” for the Project on a monthly basis for the period ending the last calendar day of each month, due no later than seven calendar days following the end of each reporting period. The report shall include, at a minimum:

1. Miles of Project network constructed; and
2. End Users that obtained access to broadband service during the reporting period;
3. Award Funds expended, reported in a manner consistent with the requirements of section VI.D.2 of this Agreement; and
4. All instances of known damage to existing underground utilities that occur during the construction or installation of broadband infrastructure funded by GUMBO 2.0, in a manner and form specified by the Office .

Semiannual Reporting Requirements

Subgrantee shall, for the duration of this Agreement, submit a “Semiannual Progress Report” for the Project on a semi-annual basis for the periods beginning on January 1 and ending June 30 and beginning on July 1 and ending on December 31 (or any portion thereof) no later than 15 calendar days following the end of each reporting period. The Semiannual Progress Report shall contain the following information:

1. A list of addresses or location identifications (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed and the status of each project;
2. New Project locations served within the relevant reporting period and, for each such service and whether service taken (if applicable);
3. Whether each address or location identified in item 2 is residential, commercial, or a community anchor institution;
4. A description of the types of facilities that have been constructed and installed;
5. A description of the peak and off-peak actual speeds of the broadband service being offered;
6. A description of the maximum advertised speed of the broadband service being offered;
7. A description of the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
8. List all middle mile interconnection agreements made to Subgrantee during the reporting period, and their current status;
9. The number and amount of contracts and subcontracts awarded by Subgrantee, disaggregated by recipients of each such contract or subcontracts that are MBEs or WBEs;
10. Any other data that would be required to comply with the data and mapping collection standards of the Commission under Section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
11. A SF-425, Federal Financial Report that meets the requirements described in the Department of Commerce Financial Assistance Standard Terms and Conditions (dated November 12, 2020), Section A.01 for Financial Reports;
12. A SF-429, Real Property Status Report Federal Financial Report that meets the requirements described in the Department of Commerce Financial Assistance Standard Terms and Conditions (dated November 12, 2020), Section A.01 for Real Property Status Reports;
13. A SF-428, Tangible Personal Property Status Report that meets the requirements described in the Department of Commerce Financial Assistance Standard Terms and Conditions (dated November 12, 2020), Section A.01 for Tangible Personal Property Status Reports;
14. For projects over \$5,000,000 (based on expected total cost):
 - a. *Wage information*. Subgrantee may provide:
 - i. Certification that all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by

the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of Louisiana in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”);
or

- ii. A project employment and local impact report detailing:
 - a. The number of contractors and sub-contractors working on the Project;
 - b. The number of workers on the Project hired directly and hired through a third party;
 - c. The wages and benefits of workers on the Project by classification; and
 - d. Whether those wages are at rates less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of Louisiana in which the work is to be performed.
 - b. *Project Workforce Information.* Subgrantee may provide:
 - i. Certification that the Project either:
 - a. will use a unionized project workforce; or
 - b. includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f));
or
 - ii. A project workforce continuity plan detailing:
 - a. Steps taken and to be taken by Subgrantee to ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure construction is completed in a competent manner throughout the life of the Project (as required in Section IV.C.1.e of the BEAD NOFO), including a description of any required professional certifications and/or in-house training, Registered Apprenticeships or labor-management partnership training programs, and partnerships with entities like unions, community colleges, or community-based groups;
 - b. Steps taken and to be taken by Subgrantee to minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
 - c. Steps taken and to be taken by Subgrantee to ensure a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30, confined space, traffic control, or other training required of workers employed by contractors), including issues raised by workplace safety committees and their resolution;
 - d. The name of any subcontracted entity performing work on the Project, and the total number of workers employed by each such entity, disaggregated by job title; and
 - e. Steps taken and to be taken by Subgrantee to ensure that workers on the Project receive wages and benefits sufficient to secure an appropriately skilled workforce in the context of the local or regional labor market.
15. Certification by an officer of Subgrantee that:
- a. Broadband Service plans offered over the Project do not contain data usage caps for subscribers.
 - b. That Subgrantee has informed its employees in writing of the rights and remedies provided under 41 USC 4712 in the predominant native language of the workforce, and required its subcontractors and subgrantees to do the same.
 - c. The information in the Semiannual Progress Report is accurate.

Annual Reporting Requirements

Subgrantee shall, for the duration of this Agreement, submit to the Office an “Annual Progress Report” for the Project on an annual basis for the period ending December 31 of each year (or any portion thereof) no later than 30 calendar days following the end of each reporting period. The Annual Progress Report shall include, at a minimum:

1. A summary of the items contained in the grant agreement.

2. The number of residential and commercial locations that have access to Qualifying Broadband Service as a result of the Project.
3. The percentage of End Users in the project area who have access to Qualifying Broadband Service and the percentage of End Users with access who actually subscribe to the Qualifying Broadband Service.
4. The average number of subscriptions for residential and commercial Qualifying Broadband Service in the Project area.
5. Any right-of-way fees, permit fees, or franchise fees paid to a local government, state government, railroad, private entity, or person in connection with the Project during the term of this Agreement.
6. Any delays encountered when obtaining a right-of-way permission.
7. Evidence consistent with the Federal Communications Commission attestation that the grant recipient is making available the proposed advertised speed, or a faster speed, as set forth in Attachment 2.
8. Unless Subgrantee meets one of the exceptions set forth in 2 CFR 170.110, Subgrantee shall provide executive compensation information to the Office in accordance with 2 C.F.R. Part 170 and pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282). *See* DOC ST&C G.05.0.

Reporting Requirements on Expiration of the Period of Performance

Subgrantee shall submit a final Form SF-425 and a final Performance (Technical) Report to the Office within 90 calendar days after the expiration of the period of performance.