



STATE OF UTAH
Utah Department of Transportation
Utah Broadband Center

SUBGRANT AGREEMENT
Broadband Infrastructure Grant

1. **CONTRACTING PARTIES:** This agreement is between the Utah Department of Transportation, an agency of the State of Utah, for the Utah Broadband Center, referred to as the “State”, and the following Subgrantee, listed below, and Subgrantees (if any are listed on page 9), collectively referred to as “Subgrantee”:

{}CONTRACT_COMPANY_NAME{}
{}CONTRACT_COMPANY_STREET{}
{}CONTRACT_COMPANY_CITY{}, **{}CONTRACT_COMPANY_STATE{}**
{}CONTRACT_COMPANY_ZIP_CODE{}

Contact Person: **{}CONTRACT_CONTACT_NAME{}**
Primary Contact Phone #: **{}CONTRACT_CONTACT_PHONE_NUMBER{}**
Email: **{}CONTRACT_CONTACT_EMAIL{}**

Legal Status of Subgrantee: **{}CONTRACT_CONTRACTOR_LEGAL_STATUS{}**
Vendor #: **{}CONTRACT_FINET_VENDOR_NUMBER{}**

Project Name: _____

2. **GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to provide terms and conditions under which the Subgrantee may obtain and maintain eligibility for the Broadband Infrastructure Grant program to provide funding for the construction and expansion of high-speed broadband service in unserved or underserved areas of the State.
3. **AUTHORITY:** This Agreement is entered pursuant to the Federal Broadband Equity, Access, and Deployment (BEAD) Program, created and 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), also known as the Bipartisan Infrastructure Law. Utah’s authority to administer funds is under Utah Code § 72-19-201, establishing the Utah Broadband Center as part of the Utah Department of Transportation, and actions by the Utah Broadband Center hereunder are taken by such department, whether through Utah Broadband Center staff or otherwise.
4. **CONTRACT PERIOD:**
Beginning Effective Date: **{}CONTRACT_CURRENT_START_DATE \@ "MMMM d, yyyy"{}{}**
(signature date of this Agreement)
Completion Date: **{}CONTRACT_CURRENT_END_DATE \@ "MMMM d, yyyy"{}{}** (not greater than **48 months** after signature date; projects with multiple areas may have varying timelines but all projects must be completed within 48 months)
5. **CONTRACT AMOUNT:** The State awards and the Subgrantee accepts a potential grant award of up to **{}CONTRACT_AWARD_AMOUNT \# Currency{}** (the award amount or “Grant Amount”). This amount represents a fixed amount, and the maximum amount the State shall be obligated to pay under this

Agreement, regardless of any additional costs incurred by the Subgrantee during the execution of the Project. This Award Amount covers all labor, materials, equipment, management, subcontractor costs, permits, taxes, licenses, bonding, insurance, cost recovery fees, overhead expenses and any other approved direct or indirect costs necessary to complete the Project. There is no opportunity for the Subgrantee to request additional funds to complete this Project. Provider shall be responsible for all Project Costs that exceed the Award Funds. In the event the Award Funds are insufficient to satisfy all Project Costs, Subgrantee shall nevertheless be responsible for fulfilling its obligations under this Agreement.

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:

Attachment A – Standard Terms and Conditions for Grants
Attachment B – Project Application (the entire Application, attachments, maps, etc.)
Attachment C – Project Scope of Work and Deliverables
Attachment D – Locations to be Served
Attachment E – LEO Satellite Capacity Subgrant Requirements
Attachment F – Project Scope of Work and Deliverables LEO Capacity Subgrants
Attachment G – Subgrantee Monitoring and Compliance Plan

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All state and federal statutes and regulations, as they are in effect from time to time, and federal contracts that are a condition of funding that apply to the grant authorized by this Agreement, take priority over this Agreement in case of a direct, irreconcilable conflict, including but not limited to the following: those Utah Code sections listed above in Section 3, Government Records Access Management Act (GRAMA) in Utah Code § 63G-2-101 et seq., Government Data Privacy Act in Utah Code § 63A-19-101, et seq., Governmental Internet Information Privacy Act in Utah Code § 63D-2-101, et seq., Utah Code § 72-19-201 et seq., which establishes the Utah Broadband Center as a part of the Utah Department of Transportation, any administrative code or rules promulgated by the Utah Department of Transportation for the Utah Broadband Center; and all applicable federal laws, rules and regulations as they are in effect from time to time, including but not limited to: Infrastructure Investment and Jobs Act of 2021, 47 U.S.C. § 1702, the [BEAD Notice of Funding Opportunity \(BEAD NOFO\)](#) as modified by the [BEAD Restructuring Policy Notice of June 6, 2025](#), the [Department of Commerce Standard Terms and Conditions](#), the [General Terms and Conditions for the BEAD Program](#), [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \(Uniform Guidance\) codified at 2 C.F.R. Part 200](#), as well as the National Telecommunications and Information Administration (NTIA) guidance to implement the Uniform Guidance, published as: [Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program \(Dec. 26, 2023\)](#), the [Build America, Buy America Act](#) and [NTIA's Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Broadband Equity, Access, and Deployment Program](#); and the guidance and policies established by the NTIA.

8. AGREEMENT EXECUTION:

Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This Agreement is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

a. RECITALS

A. In November 2021, the President of the United States signed the Infrastructure Investment and Jobs Act into law, which established the BEAD Program. Under this bipartisan program,

the federal government invested \$42 billion in expanding high-speed, affordable internet for American citizens. The BEAD Program provides grants to states, which in turn shall administer grant programs to fund the construction and expansion of high-speed broadband service in unserved or underserved areas. The Utah Broadband Center administers the BEAD Program grant funding for the state of Utah.

B. The Project Application in Attachment B, the terms of which are incorporated herein by reference, is agreed upon for the construction and expansion of high-speed broadband service by the Subgrantee in specific geographic area(s) related to the Project, as shown in attached maps and plans.

C. The Utah Transportation Commission, acting for the Utah Broadband Center, approved Subgrantee's Project Application on [REDACTED] (the "Grant Award Date") pursuant to Utah Code 72-19-301(6) subject to the execution of this Agreement and completion of the Project Scope of Work outlined in Attachment C, the terms of which are incorporated herein by reference.

b. AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Grant and Project.** Subject to the terms of this Agreement, the State hereby awards to Subgrantee the sum not to exceed **[[CONTRACT_AWARD_AMOUNT \# Currency]]** (the "Grant" or "Grant Amount"). The Grant shall be used by Subgrantee solely to complete the project and scope of work as set forth in the Project Application (Attachment B), as approved by the State (the "Project"), and as described in the Scope of Work (Attachment C). Subgrantee hereby agrees to complete the Project according to the timeline outlined in the Project Application, the Broadband Infrastructure Grant Program requirements, and in no event later than the Completion Date above and described in Section 14 below. The Grant Amount is to be used only for approved eligible costs, construction, and expansion of high-speed broadband service as specified in the Scope of Work. Subgrantee will obtain the matching contributions described in the Project Application, as required by the BEAD Program, and will provide documentation of such matching contributions by the date of execution of this Agreement.
2. **Project Scope.** Subgrantee shall not materially modify the Project Scope of Work without the prior written approval of the State. The Project, Scope of Work, and Deliverables are set forth more particularly in Attachments B and C.
3. **Conditions Precedent to Disbursement of Grant.** If the Subgrantee fails to satisfy or fulfill any of the following conditions, then the State may terminate this Agreement without payment of the Grant. The State shall not be obligated to disburse any funds under this Agreement unless and until the following conditions precedent have been met:
 - a. **Production and Review of Documents:** Before the disbursement of any grant funds to the Subgrantee, the Subgrantee will first submit the following information or records to the State for review and approval:
 - (1) **Active [SAM.gov](#) Registration and W-9.** As of the execution of this agreement, Subgrantee has an active [SAM.gov](#) registration, a Unique Entity ID (UEI) number, and has no exclusion record on [SAM.gov](#). Subgrantee is required to maintain its [SAM.gov](#) information and must ensure all identification numbers provided are active throughout the entire grant period of performance, and with no exclusionary records.

Prior to any fund disbursement, Subgrantee must provide the Utah Broadband Center with a valid, signed W-9 form.

(2) **Documented Proof of Matching Funds**. This proof may consist of a commitment letter from the additional funding source, such as from a local government, county or municipality, committing funds for the Project. If matching funding has been received, then financial institution statements showing matching funds held in a financial institution account together with proof of the source of those funds. If in-kind, description and fair market value of the eligible in-kind match must be provided with supporting documentation.

(3) **Professional Engineer Review**. Before the project begins, Subgrantee shall provide the State with Project plans stamped/sealed by a Professional Engineer. Project plans are subject to approval by the State and its designated agent. Before the final disbursement of the last 10% of the Grant (the “Grant Closeout” as outlined in Section 7, below), Subgrantee shall provide a review from a third-party verifier pre-approved by the Utah Broadband Center to confirm that the Project has been completed, the design and installation conform to all applicable federal, state, and local requirements and standard engineering practice, and that the installed infrastructure will provide the service levels stated in the application.

(4) **Project Participants List**. Subgrantee shall provide the State with a list of all contractors or subcontractors, including engineering firms, who will provide goods or services for the Project. The Project Participants List shall include the following information: business name, contact person, mailing address, phone number, email address, and a description of the related goods or services to be provided. This list must be provided to the Utah Broadband Center in the first project report, and must be updated with any changes in each following project report.

(5) **Letter of Credit or Performance Bond**. Subgrantee shall submit a letter from a bank or financial institution meeting eligibility requirements consistent with those outlined in 47 C.F.R. § 54.804(c)(2) and [NTIA’s BEAD Letter of Credit Conditional Programmatic Waiver](#), committing to issue an irrevocable standby letter of credit or performance bond, in the required form, to the prospective Subgrantee. Any Letter of Credit shall include a legal opinion addressing bankruptcy considerations.

(6) **Cybersecurity and Supply Chain Risk Management Plans**. Consistent with the BEAD NOFO, Section (2)(c)(vi), at page 70, the Subgrantee shall provide and implement a Cybersecurity plan that reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028, which specifies the security and privacy controls being implemented. The Subgrantee shall provide and implement a plan 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, which specifies the supply chain risk management controls being implemented. If, for any reason, the management plan gets updated or amended, the Subgrantee must submit the new plan to UBC within 60 days. Subgrantee cybersecurity and supply chain risk management plans must incorporate strategies for mitigating risks associated with natural disasters, such as wildfires,

flooding, tornadoes, hurricanes, etc. as applicable. The plans should reflect current best practices and demonstrate preparedness for physical and digital disruptions.

b. **Other Conditions.** Disbursement shall also be subject to the following other conditions:

(1) No material modifications or delays have been made or experienced (or the State has been advised of the changes or delays and has elected in writing to continue to participate in the funding of the Project);

(2) The representations made to the State in the Project Application continue to be true (or, if there have been any material changes, the State has been advised of such changes and has assented in writing to those changes).

(3) Subgrantee shall be governed by any specific terms and conditions set forth by the awarding federal agency(ies), including the following:

- a. 2 C.F.R. Part 200
- b. Regulations and/or guidance issued by the US Government regarding the Infrastructure Act; the Families First Coronavirus Response Act of 2020 (Pub. L. 116-127); the Coronavirus Aid, Relief, and Economic Security Act of 2020 (Pub. L. 116-260); relevant disposition of the Consolidated Appropriations Act of 2021 (Pub. L. 116-260); and/or the American Rescue Plan Act of 2021 (Pub. L. 117-2).
- c. Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements, 37C.F.R. Part 401.
- d. Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment, as codified under 2 C.F.R. Sec. 200.216.
- e. Build America Buy America Act, as established by the Infrastructure Act, amended through Pub. L. 117-328, and incidental regulations, including but not limited to 2 C.F.R. Part 184.
- f. Domestic Preference for Procurements, 2 C.F.R. Sec. 200.332.
- g. Equal Employment Opportunity requirements, including, but not limited to, those levied in the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Americans with Disabilities Act of 1990, and/or the Civil Rights Act of 1991.
- h. Contract Work Hours and Safety Standards, 40 U.S.C. 3701, et seq.
- i. Access to Records, 2 C.F.R. Sec. 200.337.
- j. Retention Requirements for Records, 2 C.F.R. Sec. 200.334.
- k. Clean Water Act of 1972, Pub. L. 92-500, as amended.
- l. Clean Air Act of 1963, Pub. L. 88-206, as amended.

Contract Number: **[[CONTRACT_CONTRACT_NUMBER]]**

- m. Environmental and Historic Preservation processes (“EHP”), as established, reviewed, amended, and/or modified by the US Government and/or the US Department of Commerce from time to time.
- n. Comprehensive Environmental Response Compensation and Liability Act of 1980, Pub. L. 96-510.
- o. Endangered Species Act of 1973, Pub. L. 93-205.
- p. Marine Protection, Research, and Sanctuaries Act of 1972, Pub. L. 92-532
- q. National Environmental Policy Act of 1970, Pub. L. 91-190.
- r. Resource Conservation and Recovery Act of 1976, Pub. L. 94-580.
- s. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms, 2 C.F.R. Sec. 200.321.
- t. Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352, as amended.
- u. The Federal Uniform Administrative Requirements.
- v. Davis Bacon Act, 40 U.S.C. Sec. 3141, et seq., as amended.
- w. Copeland Anti-Kickback Act, 40 U.S.C. Sec. 3145, as amended.
- x. Executive Order No. 12549 of 1986, Debarment and Suspension; and Executive Order No. 12689 of 1989, Debarment and Suspension (codified at 2 C.F.R. Part 180, and 2 C.F.R. Part 3000).
- y. US Treasury’s Supplemental Guidance concerning the administration of funding for broadband projects, including, but not limited to, the SLFRF and CPF Supplementary Broadband Guidance issued on May 17, 2023, as they may be amended from time to time.
- z. Guidance is provided at NTIA’s Internet for All, Frequently Asked Questions, and BEAD Program, as amended from time to time.
- aa. FCC’s Letter of Credit Requirements and/or consistent with 47 C.F.R. Sec. 58.804(c)(2).
- bb. FCC’s Ownership Disclosure Requirements for Applications, as codified in 47C.F.R. Sec. 1.2112(a)(1)-(7).

Subgrantee must affirmatively certify that it complies with these Federal fund requirements.

- c. **Waiver.** If a waiver is allowable, the State in writing may waive one or more of the previous conditions to disbursement, with NTIA approval, or may allow satisfaction of one or more of these conditions prior to disbursement.

4. **Financial Capability.** Subgrantee certifies it is financially qualified to meet the obligations associated with a Project, that it will have available funds for all Project costs that exceed the amount of the grant, and that it will comply with all Program requirements, including any service milestones. Subgrantee affirms that it has the financial stability and resources

to complete this BEAD Project Subgrantee is being awarded. Subgrantee also affirms that it has the financial stability and resources to complete any grant projects in-progress, and which it began, as of the award date of this Project throughout Subgrantee's service footprint within the United States. Subgrantee also affirms that, for any future projects to which Subgrantee applies during this Project's period of performance, it has the financial stability and resources to complete this Project and future grant awards Subgrantee may apply for throughout the nation. Subgrantee further affirms that all information it provided to UBC regarding its Financial Capabilities as part of its BIG BEAD pre-qualification and BIG BEAD application and elsewhere remains complete and accurate and demonstrates Subgrantee's financial capability with respect to the Project.

5. **Managerial Capability**. Subgrantee affirms it has the managerial readiness, experience, and capability to manage a broadband services network with respect to the proposed project and will continue to do so throughout the Federal Interest Period. Subgrantee further affirms that all information it provided to UBC regarding its Managerial Capabilities as part of its BIG BEAD pre-qualification and BIG BEAD application and elsewhere remains complete and accurate and demonstrates Subgrantee's managerial capability with respect to the Project.
6. **Technical Capability**. Subgrantee certifies it is technically qualified to complete and operate the Project and that it is capable of carrying out the funded activities in a competent manner, including that it will use an appropriately skilled and credentialed workforce. Subgrantee further certifies that the network design, diagram, project costs, build-out timeline and milestones for project implementation, all certified by a professional engineer, stating that the proposed network can deliver broadband service that meets the requisite performance requirements to all locations served by the Project, and a capital investment schedule evidencing complete build-out and the initiation of service within four years of the date on which the entity receives the subgrant are complete, accurate, and demonstrate Subgrantee's technical capability with respect to the Project. Subgrantee further affirms that all information it provided to UBC regarding its Technical Capabilities as part of its BIG BEAD pre-qualification and BIG BEAD application and elsewhere remains complete and accurate and demonstrates Subgrantee's technical capability with respect to the Project.
7. **Operational Capability**. Subgrantee certifies that it possesses the operational capability to complete and operate the Project. Subgrantee further affirms that all information it provided to UBC regarding its Operational Capabilities as part of its BIG BEAD pre-qualification and BIG BEAD application and elsewhere remains complete and accurate and demonstrates Subgrantee's operational capability with respect to the Project.
8. **Ownership**. Subgrantee certifies that it has provided accurate ownership information consistent with the requirements in 47 C.F.R. § 1.2112. Subgrantee further affirms that all information it provided to UBC regarding its ownership as part of its BIG BEAD pre-qualification and BIG BEAD application and elsewhere remains complete and accurate and demonstrates Subgrantee's ownership.
9. **Other Public Funding**. Subgrantee affirms it has disclosed to UBC, for itself and for its affiliates, any application Subgrantee or its affiliates have submitted or plan to submit, and every broadband deployment project that Subgrantee or its affiliates are undertaking or have committed to undertake at the time of Subgrantee's Application using public funds, including but not limited to funds provided under: the Families First Coronavirus Response Act (Public Law 116- 127; 134 Stat. 178); the CARES Act (Public Law 116-136; 134 Stat. 281), the Consolidated Appropriations Act, 2021 (Public Law

116-260; 134 Stat. 1182); or the American Rescue Plan of 2021 (Public Law 117-2; 135 Stat. 4), any federal Universal Service Fund high-cost program (e.g., RDOF, CAF), or any Eligible Entity or local universal service or broadband deployment funding program. Subgrantee acknowledges its responsibility to notify UBC of any awards made after the execution of this Agreement within five days of notification of award.

10. **Compliance with BEAD and Other Laws.** Subgrantee affirms and certifies that the Project will be funded in part by the IJA BEAD grant program and confirms that this project is an eligible use of these funds, as defined by the BEAD NOFO, General Terms and Conditions for the NTIA BEAD Program Funds, the BEAD Restructuring Policy Notice, program guidelines and related guidance from the NTIA.

(1) Subgrantee affirms and agrees to be aware of and comply with all current and future local, state or federal laws, codes, regulations, executive orders, and guidelines, guidance, and policy notices from NTIA or UBC that regulate or govern the Project, including, but not limited to, acquiring all necessary permits, certifications, licenses, approvals, agreements and otherwise satisfy all requirements necessary to operate the Project.

(2) Subgrantee affirms it will set up, identify, coordinate, and provide safe access for, and obtain all inspections for Subgrantee's work related to the Project, as required by any authorized agency or applicable code.

11. **Labor Standards.** Subgrantee certifies it complies with Federal labor and employment laws. Subgrantee further affirms that all information it provided to UBC regarding its compliance with labor and employment laws as part of its BIG BEAD pre-qualification and BIG BEAD application and elsewhere remains complete and accurate and demonstrates Subgrantee's compliance with labor and employment laws.

12. **Environmental and Historical Preservation Requirements; General NEPA compliance.**

a. **General NEPA Compliance.** Subgrantee will not commence implementation and implementation funds will not be disbursed until any and all necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified in Section (d.) below. The following activities must be complete and approved prior to implementation:

(1.1) The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

(1.2) The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office and Federally recognized Native American tribes;

(1.3) The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section

7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/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

- (1.4) Subgrantee affirms and agrees that upon request, the Project must show demonstration of compliance with all other applicable federal, state, county and local environmental laws and regulations.
- (1.5) The Project must demonstrate to be technically sound to meet or exceed engineering and construction industry standards.
- (1.6) 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
- (1.7) 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).
- (1.8) Submit all documents that are requested by the State for Environmental Impacts and Document Screening—including any supporting environmental documentation required or requested by NTIA—to the State for review.

b. **National Historic Preservation Act Compliance.** To ensure the timely completion of historic preservation review for all BEAD-funded activities, Subgrantee shall provide the following information to the State:

- (1.1) A detailed project description containing sufficient information. The project description should include the following:
 - a. What is being constructed.
 - b. A description of where the project is proposed (i.e., address, Township, Range, Section, Latitude/Longitude), and a physical description of the site/route and surrounding area (developed land vs. open space, adjacent natural resources, such as rivers, wetlands, or forests; and any protected lands).
 - c. A detailed description of how the project will be implemented, which includes necessary ground disturbance, connected actions, pre-construction preparations, and follow-up activities following the completion of construction.
 - d. Project metrics (dimensions, areas, distances, depths, thicknesses, etc.) as applicable.

- e. Any mitigation actions the Subgrantee knows will need to occur to accomplish the project.
- f. Any known permits the Subgrantee will need to acquire prior to beginning project implementation.
- g. If applicable, a decommissioning or maintenance plan regarding the construction project.
- h. A project map showing project boundaries, sites, routes, and activities highlighted and clearly marked per the specifications required by the State.
- i. Ground-level photos summarizing the site or route of implementation, key areas of interest, and the topography of the project area.

c. **Further Environmental and Historic Preservation Review Guidance.** The Parties acknowledge that NTIA will issue further implementation guidance regarding the State's and Subgrantee's responsibilities under this condition. 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, additional surveys, or other measures necessary to reduce environmental impacts. Subgrantee shall provide any related information requested by the State or by NTIA (directly or through the State) to ensure both initial and ongoing compliance with all requirements described above.

d. **Uses of Award Funds Prior to Implementation.**

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

- a. Pre-construction planning, including collecting information necessary to complete environmental reviews;
- b. Applications for environmental permits;
- c. Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- d. Administrative costs;
- e. Pre-award application costs;

f. Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act; and/or

g. Limited, preliminary procurement, including the purchase or lease of equipment (including fiber), 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).

(1.2) Grant funded activities with significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be avoided, minimized, or mitigated.

(1.3) Subgrantee shall notify the State 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.

(1.4) 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.

e. **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. If any potential archeological resources or buried human remains are discovered during construction, Subgrantee must notify UBC immediately. UBC will notify the NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. UBC will instruct the Subgrantee to immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify NTIA and the interested SHPO, Tribal Historical Preservation Office (“THPO”), and potentially affected Tribes. Subgrantee shall 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. Such construction activities may then only continue with the written approval of NTIA.

13. **Build America, Buy America Act (BABA).** Subgrantee must adhere to Build America, Buy America (BABA) requirements and other Federal Procurement standards, in accordance with guidance provided by NTIA. Congress passed the Build America, Buy America Act (BABA) on November 15, 2021 as part of the IIJA. BABA established domestic content procurement preference requirements for federal financial assistance projects for infrastructure, including the BEAD Program, consistent with IIJA § 70912(2). Subgrantee shall comply with BABA consistent with applicable legal authorities, such as the IIJA, Executive Order 14005, 2 C.F.R. part 184, Office of Management and Budget (“OMB”) Memo M-24-02, and any applicable waivers issued by the

DOC or NTIA, to include the NTIA Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Broadband Equity, Access, and Deployment Program (effective Feb. 22, 2024). Subgrantees may not purchase covered communications equipment or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there. All waivers applicable to BEAD will be posted on the Build America, Buy America page maintained by the DOC Office of Acquisition Management at <https://www.commerce.gov/oam/build-america-buy-america>

14. **Low-Cost Service Option.** Subgrantees must offer at least one low-cost broadband service option, as proposed by the Subgrantee in its application and approved by NTIA. The low-cost broadband service option must be made available to eligible subscribers for the useful life of the network asset (the federal interest period). The proposed low-cost service plan must detail all recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber; the plan's basic service characteristics; the plan's price; and the definition of Eligible Subscriber for the plan if it is defined more broadly than the definition of Eligible Subscriber for the Lifeline program. Subgrantee is responsible for verifying LCSO eligibility and may ask potential subscribers to provide the same documentation necessary to confirm eligibility as is required under the FCC's Lifeline Program. In the event there are changes to the eligible subscriber definition, UBC will work with the NTIA and Subgrantee to meet the LCSO requirement.
15. **Conduit Access Points.** Pursuant to 47 U.S.C. § 1702(h)(4)(D) and the BEAD Restructuring Policy Notice, Subgrantee shall include interspersed conduit access points at regular and short intervals for any project that involves laying fiber optic cables or conduit underground or along a roadway.
16. **Technology.** Subgrantee confirms that the technology proposed in the application will be used to provide service to all eligible BSLs in the project area. Any changes in the proposed technology must be approved beforehand in writing by UBC. Regardless of the technology used, Subgrantee confirms that the service provided will meet NTIA requirements. Subgrantees providing service through LEO Satellites refer to Attachment E for specific requirements for LEO Capacity Subgrantees.
17. **Service Requirements.** The broadband service provided by Subgrantee to project broadband serviceable locations must deliver speeds of not less than 100 Mbps for downloads and 20 Mbps for uploads. 95% of latency measurements during testing windows must fall at or below 100 ms round trip time. Subgrantee must provide broadband service to each customer served by the project who desires broadband service on reasonable and non-discriminatory terms and conditions.¹ Service should be initiated at standard installation charges within 10 business days of a request from any consumer in the BEAD-funded network's service. Subgrantees must have protocols in place to ensure each Funded Network's outages do not exceed, on average, 48 hours over any 365-day period except in the case of natural disasters or other force majeure occurrence.
18. **Federal Interest Period.**
 - a. Federal Interest Period: Per the BEAD NOFO, Uniform Guidance Policy Notice dated December 26, 2023, General Terms and Conditions for the NTIA BEAD Program Funds, and 2 C.F.R. §200.316 and in recognition that the BEAD Program is being executed for the benefit of the public being served by the broadband infrastructure projects, real property and equipment acquired or improved as part of this Award ("Project Property") must be held in trust for the beneficiaries of the BEAD Program for the duration of the Federal Interest Period (defined below). During the Federal Interest Period, the federal government retains an undivided, equitable

¹ NOFO IV.C.2.c.iii

reversionary interest in the property (“Federal interest”). The Federal Interest Period in all real property or equipment acquired or improved as part of a subgrant for which the major purpose is a broadband infrastructure project continues for ten years after the year in which that subgrant has been closed out in accordance with 2 C.F.R. § 200.344. For example, for all subgrants closed out in 2027, regardless of the month, the Federal interest will last until December 31, 2037. The definition of “equipment” in 2 C.F.R. § 200.1 applies and is incorporated herein by reference.²

- b. Continued Maintenance: Subgrantee affirms that, once the Project is operational, it will maintain the network, and will make repairs, as needed, in a timely manner during the Federal Interest Period.
- c. Property Standards: Pursuant to the Uniform Guidance Policy Notice dated December 26, 2023, and General Terms and Conditions for the NTIA BEAD Program Funds, the following requirements apply. Title to Project Property vests in the Subgrantee upon acquisition, subject to the following exception and clarifications that apply for the duration of the Federal Interest Period:
 1. Subgrantee must follow its existing commercial practices for managing equipment in the normal course of business and must use inventory controls indicating the applicable Federal interest and loss prevention procedures. This requirement is in lieu of the requirements contained in 2 C.F.R. § 200.313(d), pursuant to an exception from U.S. Office of Management and Budget (OMB). If Subgrantee does not have existing commercial practices for managing equipment in the normal course of business, it must comply with 2 C.F.R. § 200.313(d).
 2. Subgrantee must comply with the use and equipment disposition requirements of 2 C.F.R. §§ 200.313(c)(4) and 313(e).
 - a. If Subgrantee acquires replacement equipment under 2 C.F.R. § 200.313(c)(4), it 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 must record the fair market value of the equipment being replaced in its Tangible Personal Property Status Reports to the U.S. Department of Commerce to ensure adequate tracking of the Federal percentage of participation in the cost of the grant funded activities. Subgrantee is also responsible for tracking the value of the replacement equipment, including both the Federal and non-Federal share.
 - b. Subgrantee may sell, lease, or transfer equipment 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 equipment, and (b) obtaining consent to the sale or transfer from NTIA. Subgrantee agrees to comply with all current and future guidance issued by NTIA concerning the review and approval process for transactions involving BEAD-funded equipment, as well as real property.
 - c. Subgrantee must notify UBC and NTIA upon the filing of a petition under the U.S. Bankruptcy Code, whether voluntary or involuntary, with respect to

² 2 C.F.R. § 200.1 currently defines “equipment” as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000.

Subgrantee or any affiliate that would impact Subgrantee's ability to perform in accordance with its subgrant.

3. Pursuant to exceptions approved by OMB, the property standards set forth in 2 C.F.R. §§ 200.314 and 200.315 for supplies and intangible property, respectively, shall not apply.
4. Subgrantee must comply with the insurance requirements of 2 C.F.R. § 200.310.
5. Subgrantee must comply with 2 C.F.R. § 200.312 to the extent any Federally owned real property or equipment is used by Subgrantee.

d. Encumbrances: Subgrantee may encumber real property and equipment acquired or improved under this subgrant only after provision of notice to UBC, NTIA and to the NIST Grants Officer, and subject to a requirement that the U.S. Department of Commerce receives either a first priority security interest (preferred) or a shared first priority security interest in the real property and equipment such that, if the real property and equipment were foreclosed upon and liquidated, the U.S. Department of Commerce 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 U.S. Department of Commerce's percentage of contribution to the project costs. For example, if the U.S. Department of Commerce had contributed 50% of the project costs, the U.S. Department of Commerce would receive, on a pari-passu basis, 50% of the current fair market value of the property when liquidated.

e. Recordation of the Federal Interest in BEAD-funded Property: Subgrantee shall cooperate with the requirements to submit for review and approval transactions involving BEAD-funded real property and equipment.

1. Useful Life and Compliance with 2 C.F.R. §§ 200.311, 200.313. For the purposes of this award, the useful life of the real property or equipment acquired or improved using BEAD funds shall coincide with the Federal Interest Period. During the useful life of the BEAD-funded property, Subgrantee must adhere to the requirements contained in the terms and conditions of the award, including adherence to the use, management, and disposition requirements set forth in 2 C.F.R. § 200.311 or § 200.313, as applicable.
2. 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. Rather, pursuant to the Covenant, the 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.
3. 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

Contract Number: **{{CONTRACT_CONTRACT_NUMBER}}**

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 this Grant, 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 (Award Number 45-20-B156) 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 10 years after the end of the year in which the award is closed out in accordance with 2 C.F.R. §200.344.

In addition, within 15 calendar days following the required UCC filing(s), the Subgrantee shall provide the ORS and NIST Grants Officer with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with NTIA BEAD funding 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: XX-XX-XXXX

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

I am legal counsel at _____.

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

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

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

Executed on this _____ day of _____.

(Attorney name and title)

(Address and phone number)

In addition, during the estimated useful life of the [type of equipment, e.g., robotic equipment], the Subgrantee is hereby authorized and directed by ORS to 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 ORS and NIST Grants 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 NTIA and the NIST Grants Officer.

f. Eminent Domain: In accordance with Executive Order 13406, "Protecting the Property Rights of the American People" (June 28, 2006), Subgrantee agrees:

1. Not to use any power of eminent domain (including the commencement of eminent domain proceedings) for use in connection with the grant for the purpose of advancing the economic interest of private parties;
2. Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the grant for the purpose of advancing the economic interests of private parties; and
3. Any use of eminent domain to acquire land, easements, or interests in land, whether by Subgrantee or any other entity that has the power of eminent domain, in connection with the grant requires prior written consent of NTIA. Any use of eminent domain without prior consent of NTIA constitutes an unauthorized activity and/or use of funds under the award, and subjects involved parties to appropriate enforcement action by the NIST Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

19. **Fixed Amount Subaward.** This Agreement represents a "fixed amount subaward" as defined in 2 CFR 200.201 for the broadband infrastructure project set forth in this Agreement. Payments will be made based on Subgrantee meeting specific requirements of the federal award, and UBC's acceptance of the work, more specifically identified in Attachment C, and will be administered by UBC in accordance with the Uniform Guidance Policy Notice (UGPN). Subgrantee hereby acknowledges that this Agreement represents a fixed amount subaward and will comply with meeting the agreed upon specific milestones, intended to sufficiently measure the Subgrantee's progress against the Project goals. UBC will not advance payments or reimburse any amount before the agreed upon milestone is met and verified.

The major purpose of the subaward is deployment of a broadband infrastructure project, using federal grant funds which will be administered by the UBC pursuant to the BEAD NOFO, BEAD Restructuring Policy Notice, and the Uniform Guidance Policy Notice, which provides specific exceptions and clarifications tailored by the NTIA for the BEAD program.

- a. Intangible Property: Pursuant to an exception approved by the Office of Management and Budget, the property standards set forth in 2 CFR 200.314-315 for intangible property shall not apply to fixed amount subgrants.
- b. Exemption from Procurement Standards: Subgrantees receiving fixed amount subawards are excepted from complying with the procurement standards contained in 2 CFR 200.318-320 and 200.324326.28.
- c. Cost Principles: Subgrantees of fixed amount subaward are not required to comply with the cost principles under the Uniform Guidance.
- d. Report of Expenses: Subgrantee will periodically, as required by the UPGN and 2 CFR 200, report their expenses using Generally Accepted Accounting Principles (GAAP), or other standard accounting practices across key spending areas.

- e. Acceptance of Milestone Payments: Subgrantee will accept partial payments of agreed amounts upon meeting milestones set forth in this Agreement.
- f. Profits & Fees: Subgrantee will not claim profit and fees above actual cost incurred as allowable costs. (BEAD NOFO, V.H.2.b, and 2 CFR 200.400(g)).
- g. Compliance with Matching Fund Requirements: Subgrantee will comply with the federal grant provisions or obligation imposed by, or accompanying, the agreed upon match contributions.
- h. Completion of Project – Certification: Subgrantee will certify in writing to UBC at the end of the federal award that the broadband infrastructure project funded under the fixed amount subaward was completed and placed into service as defined in 47 USC 1702(h)(4)(C) for last mile broadband deployment projects by the end of UBC’s period of performance.
- i. Management, Use and Disposition of Equipment: Subgrantee will follow existing commercial practices for managing equipment in the normal course of business and use inventory controls indicating the applicable Federal interest and loss prevention procedures (in lieu of the requirements in 2 CFR 200, subpart D, 2 CFR 200.313, and will comply with the use and equipment disposition requirements set forth therein). Subgrantee is responsible for maintaining records and documenting all contributions or use of its own equipment and materials into the BEAD Funded Network for the Useful Life of the Network (Federal Interest Period).

20. Permissible Use of Grant Funding, State and Federal Requirements.

a. Funds awarded as part of this Agreement can only be used for expenditures directly related to completing the project as described in ATTACHMENT A: SCOPE OF WORK. Any changes to the approved project must be submitted in writing, and approval must be obtained before using funding outside of the initially approved project parameters. Funding received through this Agreement cannot be used to reimburse expenditures incurred before the Period of Performance, unless such costs would have been allowable if incurred after the start date of the subgrant and are necessary for the efficient and timely performance of the project. Importantly, provisionally selected Subgrantees should understand that any pre-subgrant costs are incurred at the risk of the Subgrantee and subject to NTIA approval of the relevant Final Proposal.³ If charged to the award, these costs must be charged to the initial budget period of the award. Pre-award costs must be identified in the proposed budget as part of the overall application.

b. The grant funds come from the federal Infrastructure Investment and Jobs Act of 2021 § 60102, 47 U.S.C. § 1702. Consequently, Subgrantee shall adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to Section 603 of the Social Security Act, 31 CFR Part 35, together with the other related federal requirements such as 2 CFR Part 200 (regarding Grants and Agreements), and state laws.

c. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 11.035, pending completion of federal government registration. The Subgrantee also acknowledges that this Agreement and Subgrantees are subject to audit by the Office of the Utah State Auditor, the Utah Department of Transportation, and other state and federal agencies with authority to audit.

³ https://www.ntia.gov/sites/default/files/2024-12/bead_acceleration_best_practices.pdf p. 4

d. Subgrantee acknowledges and agrees that the State is subject to reporting requirements regarding the use of the grant funds, and that the State may be subject to recoupment by the National Telecommunications and Information Administration (NTIA) for amounts that are not expended for eligible uses. Any use of awarded funding by Subgrantee that is contrary to the agreed-upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds from Subgrantee. See Section 6, below, for additional information regarding recoupment of funds.

e. Subgrantee may not loan, grant, or collateralize the grant funds.

f. Subgrantee must comply with 2 C.F.R. § 200.450 (Lobbying), 31 U.S.C. § 1352, U.S. Office of Management and Budget (“OMB”) guidance and notices on lobbying restrictions, and 15 C.F.R Part 28. Subgrantee must not use these funds for 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.

21. **Period of Performance.** The period of performance for this award begins on the date of signature of this Agreement, and ends on [REDACTED]. Subgrantee must be able to perform a standard installation for each customer that desires broadband services within the project area not later than four years after the date on which the Subgrantee receives the Grant.

22. **Project Review and Verification.** In order to comply with the statutory responsibilities of the Utah Broadband Center as set forth in Utah Code §72-19-201, specifically the responsibilities to “ensure efficiency with respect to:

- a. expenditure of funds; and
- b. avoiding duplication of efforts”, and
- c. “avoids the use of public funds for broadband facilities that duplicate existing broadband facilities that already meet or exceed federal standards”,

UBC reserves the right to review project plans and the list of broadband-serviceable locations for any project. If UBC confirms there is sufficient evidence to show that locations are already served by reliable, high speed broadband, these locations may be removed from any project list.

23. **Recoupment, Claw Back, Holdback.** To the extent that an inspection or a future audit shows: (i) that Subgrantee has not expended Grant funds in accordance with the Broadband Infrastructure Grant Program requirements, the terms of this Agreement, or (ii) the Subgrantee has used the Grant to pay for ineligible costs; then Subgrantee shall be required to repay those funds to the State. Subgrantee agrees to pay any associated collection fees, court, attorney’s fees and costs, incurred by the State in collection efforts or caused by the Subgrantee’s breach of this Agreement. In the event of a dispute between the Subgrantee and any contractor or subcontractor, then the State may hold back payment to Subgrantee of that disputed portion of the Grant until the dispute is resolved by mutual settlement agreement or court order. If the Subgrantee fails to perform or make progress within a reasonable time frame and fails to rectify delays with the Utah Broadband Center, the award will be subject to clawback and reallocation of award to another Subgrantee. The award will be reallocated to another subgrantee through a default award process to be determined by UBC.

24. **Grant Progress Payments.** An initial 10% disbursement of the grant award may be made upon final grant award for permitting and the make-ready step. Following the initial disbursement, grant disbursements will occur on a fixed-amount reimbursement basis, following the definition of a fixed amount subaward in 2 CFR §200.201, 2 CFR §200.33, the [Uniform Guidance Policy Notice issued by](#)

[NTIA](#), and General Terms and Conditions for the NTIA BEAD Program Funds. Funds can be requested when specific project objectives are met based on the percentage of completed work up to that point. The milestone disbursement schedule for fiber and other terrestrial broadband projects is outlined in Attachment C. Subgrantee shall submit its written draw requests for progress payments to the Director of the Utah Broadband Center, or to such person as the Director may delegate in writing. Subgrantee shall cooperate with the State, and/or with such person as the State may designate in writing, to allow for inspections of work in progress and completed work. Upon satisfaction of all provisions of the conditions precedent described in Section 3 of this Agreement, and after an inspection and approval of Project work by the Director, or designated agent, finding the satisfactory completion of the Project up until such a point in time, then the State shall disburse to Subgrantee progress payments, no sooner than on a quarterly basis.

25. **Matching Funds.** Subgrantee shall provide Matching Funds in the amount of **[]**, as described in the approved project plan and budget specified in Attachment C to this Agreement. Payments made under this Agreement shall be proportional to the amount of match committed by the Subgrantee, and this match percentage will apply to each payment. Each match submission shall include a legally binding attestation. Subgrantee's Matching Funds must be maintained in the matching percentage specified in Attachment C throughout the disbursements under this Agreement, even if Subgrantee's actual costs are less than as specified in Attachment C. Subgrantee shall have secured the full amount of Matching Funds prior to the Effective Date. Subgrantee shall provide a Letter of Commitment to UBC within ten (10) calendar days after provisional selection affirming that the amount designated as Matching Funds has been legally appropriated for the purposes of this Agreement by its authorized representatives, is set-aside solely to be used as Matching Funds for Subgrantee's Work under this Agreement, and is not subject to conditions restrictions, or encumbrances which could prevent Subgrantee's use of the Matching Funds. Funds from other federal programs (including funds from the FCC's Universal Service Fund programs) may not be used as Matching Funds. Subgrantee shall prioritize the use of Matching Funds over Grant Funds in performance of its obligations under this Agreement. Matching Funds may be provided in the form of either cash or in-kind contributions, so long as such contributions are made consistent with the requirements set forth in 2 C.F.R. Part 200. UBC may at any time verify Matching Funds, including but not limited to comparing facility in-kind matches with current mortgage statements or rental rates, or time keeping for services spent on BEAD Program work. All matching funds must meet the requirements for reasonable allowable costs under this Agreement. If Subgrantee fails to spend or fails to document the expenditure of Award Funds on approved Project expenses, within the specified timeframe, Subgrantee agrees to return to UBC any such funds. Those funds, regardless of source, shall be returned to UBC, upon request, within ten (10) business days. Subgrantee shall retain records detailing the source, amount, quantity, time, and delivery of each match service through the life of this Agreement and closeout consistent with the requirements of 2 C.F.R. § 200.306 and the BEAD Program.

26. **Grant Closeout.** Disbursement of the final increment of ten percent (10%) of the Grant upon satisfactory completion of one hundred percent (100%) of the Project, submission of a Final Project Report, and confirmation that any related Project objectives set forth in Attachment C have been completed as verified by a final inspection by the State of Utah or a third-party contracted engineering agency. Together with the final draw request, submitted in advance, Subgrantee shall provide signed releases from any and all agents or contractor(s) who provided goods or services for the Project, stating that the contractor and/or subcontractor has been paid in full, with their waiver or release of any materialmen's liens or mechanic's liens on the property associated with the Project. In the event of a dispute between the Subgrantee and any agent or contractor, the State may hold back payment to the Subgrantee of that disputed portion of the Grant until the dispute is resolved by mutual settlement agreement or court order. Any holdback may be on the condition that the agent or contractor shall waive or release a claimed lien on subject property because the State will hold the disputed funds until directed by agreement or court order to release them. If Project costs exceed the budget included with the Application, then Subgrantees shall still be required to finish the proposed project without an increase in

the Grant.

Speed Test Verification: As part of the Final Project Report for grant closeout, Subgrantee shall provide speed tests verifying adequate speed and latency performance of the network as evidence of completion, per NTIA requirements. The number of required verifications is based on the number of subscribers at the time of project completion. The number of subscriber connections to be tested is based on the number of subscribers at BEAD locations for each broadband technology and committed speed tier across the state or territory. Subscribers are counted across all projects of a subgrantee in a state or territory, not separately for each project. Subgrantees with 50 or fewer active subscribers at BEAD locations for a technology and committed speed tier within each state or territory must test at least five locations; those with 51 or more active subscribers must test at least 10 percent of the total subscribed locations.

The sampled locations sharing the same technology and committed speed tier are referred to as a sample set. Subgrantees may, if they prefer, include a larger number of locations in their sample sets.

Technologies are considered different if they are assigned different FCC technology codes. For example, a subgrantee offering service to 1,000 locations by fiber (FCC technology code 50) and to 400 locations by licensed fixed wireless (FCC technology code 71) must sample 50 locations served by fiber and 40 locations served by licensed fixed wireless. Similarly, if the subgrantee agreement contains different committed speed tiers in different areas, each committed speed tier offering is sampled separately among subscribers in the applicable projects.

However, if a provider offers different tiers above or below the committed speed tiers for sale, these do not have to be sampled separately. For example, if a provider has committed only to offering qualifying broadband service (100/20 Mbps) but sells service packages for 50/10 Mbps, 100/20 Mbps, and 1000/1000 Mbps, the provider uses a single sample set. The subscriber count includes all active subscribers for each committed speed regardless of the advertised speed they subscribe to. The provider is required to upgrade customers in the sample set, at no charge, to at least the committed speed tier during the testing period. Regardless of the subscribed tier, the test subjects need to meet only the committed performance, not the advertised one.

27. **Documentation of Financial Transactions, Eligible and Ineligible Project Costs.** During the term of this Agreement and for six (6) years following the termination of this Agreement, Subgrantee shall maintain financial records documenting the use of the Grant, and Subgrantee's expenditure of those Grant funds to pay the costs and expenses associated with the Project. In addition, Subgrantee shall submit any other documentation as reasonably requested by the State. Upon 24 hours' prior written notice, the Subgrantee shall make these records available during business hours for inspection by the State. Subgrantee shall not use the Grant to pay for ineligible costs. The BEAD NOFO, Section H, at pages 81-83, discusses eligible and ineligible costs.

28. **Quarterly Reporting.** To comply with Section VII.E of the BEAD NOFO, as modified by the BEAD Restructuring Policy Notice, Subgrantee shall provide a quarterly report to the Utah Broadband Center Director or designee on the progress of the Project showing the use of the funds received and the progress toward fulfilling the objectives for which the funds were granted, with any updated estimate for the Completion Date of the Project. Quarterly reports must be submitted via UBC's grant management portal. If submitted quarterly reports are incomplete, UBC will require the Subgrantee to cure and resubmit the quarterly report prior to any fund disbursement. Subgrantee will submit documentation in accordance with the [NTIA Performance Measures for BEAD Last-Mile Networks](#) policy notice throughout the project period of performance. Subgrantees will be required to carry out network service testing annually throughout the period of performance, as explained in the NTIA Performance Measures policy notice. Subgrantees must submit documented results of their annual testing to UBC in the first quarterly report of Utah's fiscal year. Subgrantees are responsible for reporting any noncompliance, as

defined in the NITA Performance Measures policy, to UBC within 15 days of completing the measurement cycle or failing to meet availability benchmarks. Subgrantees in noncompliance with performance measures will be subject to a remediation process, to be determined by UBC, to come into compliance. If Subgrantee remains noncompliant following the remediation process, the award will be subject to clawback and/or other enforcement measures as outlined in this Agreement.

Additional grant monitoring activities, such as on-site or virtual site visits, may be required by the Utah Broadband Center for any given project. Subgrantee will participate in such monitoring activities as requested by the Utah Broadband Center.

29. **Annual Post-Project Performance Reporting.**

BEAD-funded last-mile broadband deployment projects are required to meet specific capacity, latency, and reliability standards:

- a. Network speeds must reach or exceed 100 megabits per second (Mbps) for download and 20 Mbps for upload in broadband serviceable locations
- b. Network speeds must reach or exceed 1 gigabit per second (Gbps) for both download and upload in community anchor institutions (CAIs)
- c. To comply with the latency standard, a provider's certified test results must show that, for each state or territory, 95 percent or more of all tests of network round-trip latency are at or below 100 milliseconds
- d. The provider must show an average outage across its locations below 48 hours per calendar year
- e. Subgrantees must adhere to reporting and monitoring requirements as determined by NTIA for the duration of the federal interest period, which will continue for 10 years after the year in which the subgrant for a project has been closed out⁴

After the completion of the Project, on the anniversary of the Completion Date, the Subgrantees shall provide annual reports to the Utah Broadband Center for three (3) years following project completion. The reports shall be in a format specified by UBC and shall give an accounting by the Subgrantee, including all of, but not limited to, the following:

- a. The number and location of residences and businesses that will have access to the broadband service;
- b. The speed and latency of broadband service;
- c. The price of broadband service to consumers/subscribers, including any low-cost plan pricing and service criteria;
- d. The number and duration of network outages over the past 365 days;
- e. Terms and conditions for customer installations and service

⁴ https://broadbandusa.ntia.doc.gov/sites/default/files/2024-10/Uniform_Guidance_Policy_Notice_Primer.pdf

- f. The broadband service adoption rates.

Annual reports must also include speed test sampling data: Every last-mile subgrantee must test a random sample of their active subscribers, the “test subjects,” at grant-supported customer locations every six months. Test subjects must be randomly selected from among the provider’s active subscribers in each committed speed tier, as described above. Providers must select the random sample through a public source of randomness. The provider must publish a list of candidate locations along with the difficult-to-predict string. Details are described in [Appendix A of the NTIA Performance Measure Policy](#). The sample set is to be drawn from the locations available for service with an as-of date 7 months prior to the semiannual report due date.

30. **Compliance with Regulatory Requirements and Federal, State and Local Law or Rule.**

Subgrantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to right-of-way access laws and regulations, nondiscrimination, worker safety, local labor preferences, environmental, building codes, local building permit rules and regulations, preferred vendor programs, equal employment opportunity, use of competitive bidding, rules and regulations for the Utah Department of Transportation (including but not limited to permit requirements), the requirements of the BEAD Restructuring Policy Notice of June 6, 2025, and other similar requirements as they are in effect from time to time. To the full extent permitted by law, Subgrantee hereby agrees to indemnify, defend and hold harmless the State from any cost, expense, or liability for any failure to comply with any such applicable requirements, whether or not arising from Subgrantee’s negligence.

31. **Publicity and Project Information.** It is strongly recommended that the Subgrantee acknowledge State and Federal funding in all news releases and other publicity issued by the Subgrantee concerning the Project. If any events are planned in relation to the Project, the State and Federal program should likewise be acknowledged as contributors in the invitation for the event. Any references to the Utah Department of Transportation must be approved in writing in advance. Otherwise, it is strongly recommended that the Subgrantee notify the State of any such publicity events at least thirty (30) days prior to when they occur to coordinate attendance by State or Federal representatives. Likewise, the Subgrantee should cooperate with the State in preparing public information pieces, providing slides and photos of the Project from time to time, and providing access to the Project for publicity purposes to the extent allowed by the landowner. The State has the right and shall be provided the opportunity to use any and all information gained from the Project at its sole discretion. 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 NTIA and NIST that identify grant-funded activities and indicate that those activities are “funded by the Infrastructure Investment and Jobs Act.” Subgrantee employing signage 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/wpcontent/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>, until additional guidelines and design specifications are provided by NTIA. 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.

32. **Indemnification.** Subgrantee agrees to indemnify, defend, save harmless, and release the State of Utah and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, fines, and proceedings arising out of or relating to the performance of this Agreement which are caused in whole or in part by the negligence acts or omissions of the Subgrantee's officers, agents, volunteers, contractors, or employees, but not for claims arising from the State's sole negligence. Any provision attempting to limit the liability of Subgrantee or limit the rights of the State

must be agreed to in writing and attached to this Agreement, or it is rendered null and void. Subgrantee shall maintain policies of insurance in sufficient amounts to cover Subgrantee's obligations under this Agreement, which shall be no less than the amounts stated in Attachment B, and Subgrantee shall cause its contractors to also comply with this obligation. All insurance must be in a form and amount acceptable to the Utah Department of Transportation. The Utah Department of Transportation reserves the right to require the Subgrantee or its contractors to provide a bond in amounts determined by the department.

33. **Audits of Records.** After providing a twenty-four-hour advance notice to the Subgrantee, the Subgrantee shall allow the State, the Office of the Utah State Auditor, and any other government entity with authority to conduct an audit of all records pertaining to the Project and this Agreement for audit, inspection, and performance monitoring. Such access will be during normal business hours or by appointment.

34. **Withdrawal of State Funding.** The State may withdraw its approval of funding to Subgrantee and cease funding of the Project if, in the State's sole discretion, it determines that conditions have occurred which fundamentally change the expectations of the parties, change the character, scope, schedule or timing of the Project, or have caused it to become materially different from that originally approved by the State. The State may also withdraw funding if there have been delays in the implementation of the Project which, in the State's sole discretion, make the Project infeasible or impracticable. The State may also withdraw funding if anticipated funds to fund this Agreement are no longer available.

35. **Subgrantee's Inability to Complete Project.** If Subgrantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Subgrantee shall promptly advise the State and cooperate in good faith with respect to alternative solutions before the State disburses any subsequent funds.

36. **Completion Date.** Subgrantee shall complete the construction and deployment of broadband services by the Completion Date of **[[CONTRACT_CURRENT_END_DATE \@ "MMMM d, yyyy"]]**, set forth on page 1, above. Before the Completion Date, either party may terminate this Agreement for the reasons provided in the above Sections 3 (Conditions Precedent to Disbursement of Grant) and 14 (Withdrawal of State Funding), by providing the other party with at least thirty (30) calendar days' advance written notice.

37. **Assignment.** Subgrantee shall not assign its rights or delegate its obligations under this Agreement without the express prior written consent of the State. Consent to assign the Grant may be withheld in the sole discretion of the State, and any purported assignment without such consent is void. The State may freely assign this Agreement. Subgrantee will not sell, rent, license, transfer, convey, or assign its rights, interests, and titles in the Project, a significant portion of the business functions conducted at the Project, and/or the Project's assets (excluding sales or transfers of the Project's assets in the ordinary course of business and sale lease back approved by State in writing in advance) to another entity during the Term without notifying State in writing within a reasonable amount of time and obtaining prior written consent. This includes any merger or acquisition that will change the legal entity to which the Project belongs and therefore qualifies for any remaining portion of the Project Application. If Subgrantee fails to notify State of either a change in ownership of the Project or a change in the corporate structure of Subgrantee and its affiliates that are involved in operating the Project within a reasonable amount of time, then State may terminate this Agreement and all associated rights without cause.

38. **Prevention of Waste, Fraud, and Abuse.**

- c. Training: Consistent with the principles in 2 C.F.R. Part 200, at any time(s) during the Period of Performance, UBC 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, subcontractors or lower tier subgrantees (for financial matters and/or general oversight related to the grant). NTIA or UBC 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.

- d. Monitoring: UBC will carry out Subgrantee monitoring consistent with BEAD Program requirements. Subgrantee monitoring activities are outlined in Attachment G. 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 UBC point of contact designated in this Agreement; (b) the Utah Office of the State Auditor; (c) the Utah Political Subdivision Ethics Committee; (d) the assigned NTIA Federal Program Officer; and the DOC Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

- e. Mandatory Disclosures: Subgrantee must make disclosures in accordance with 2 C.F.R. § 200.113, in a timely manner, in writing to UBC. Subgrantee is required to report credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.) Subgrantee must also publicize the telephone numbers and email addresses for the Utah Office of the State Auditor and the Utah Political Subdivision Ethics Committee for the purpose of reporting waste, fraud, or abuse in the Program. Subgrantee acknowledges the responsibility to produce copies of materials used for such purposes upon request of the Federal Program Officer.

39. **Protection of Whistleblowers**. The DOC Financial Assistance General Terms and Conditions are incorporated into every NTIA grant award, including this Agreement. Section F.05 of the DOC GT&Cs states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 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, Subgrantees, and subcontractors under federal awards and subgrants must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. A person that believes they have been the subject of retaliation for protected whistleblowing can contact the DOC 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 1800- 872-9855.

40. Debarment and Suspension

- a. By submitting this proposal and accepting federal funding, the Subgrantee is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- c. The Subgrantee shall provide immediate written notice to the person to which this proposal is submitted if at any time the Subgrantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The Subgrantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The Subgrantee further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.
 - a. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

b. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

c. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

41. **Future Funding.** The Grant only applies to the construction and completion of the Project specifically described in this Agreement (see also Attachments B and C). The State makes no representations regarding future funding for other projects or properties that are not expressly referenced or described in the Project Application.

42. **Breach.** In the event that Subgrantee breaches any of the terms or conditions of this Agreement, the State shall have the following remedies:

- a. **Prior to Payment of Grant.** The State reserves the right to immediately withdraw funding and/or terminate this Agreement.
- b. **After Payment of Grant.** The State reserves the right to deem Subgrantee ineligible for participation in future State grants, loans or projects if Subgrantee defaults in its obligations hereunder.
- c. **Return of Grant.** The State further reserves the right to demand return of Grant funding, which shall be remitted to the State within five (5) business days of the date of demand.
- d. **Enforcement and Collection.** In addition to the foregoing, the State shall be entitled to pursue any other remedy available at law or in equity, including filing a lawsuit to enforce this Agreement or collect amounts owed under this Agreement.

43. **Good Faith.** Both parties have an obligation of good faith, including the obligation to make timely communication of information which may reasonably be believed to be of interest to the other party.

44. **Independent Status of Subgrantee.** The parties acknowledge that the State lacks the power and right to direct all of the actions of the Subgrantee, who is an independent entity. Subgrantee acts in its separate capacity and not as an officer, employee, or agent of the State or of the State of Utah.

45. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

46. **Time is of the Essence.** Time is of the essence in this Agreement.

47. **Survival.** Subsequent to the funding of the Grant, the Completion Date, and/or after the termination of this Agreement, the Subgrantee shall have a number of ongoing obligations. Certain terms and provisions of this Agreement which by their nature are intended to survive any termination of this Agreement shall survive the completion of the Project, and shall survive the termination of this

Agreement, for example, including but not limited to, the indemnity provisions of this Agreement, the obligation to retain financial records in Section 6, above, the annual post-project reports, or to maintain a three-year price freeze on consumer subscription rates in Attachment C, such that Subgrantee shall not increase subscription prices during that time period, but the Subgrantee may reduce subscription prices.

48. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one Agreement.

49. **Third Party Beneficiary.** The State and Subgrantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the State and Subgrantee, and that no third-party beneficiaries are intended.

50. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement. Therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

51. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

52. **Conflicts in Terms.** The State has previously approved the Project as set forth in Attachments B and C. Any direct and irreconcilable conflicts in terms between the terms set forth in this Grant Agreement, which includes Attachments A, B, and C, shall be resolved first in favor of any controlling law or regulation, and then second in favor of Attachment A terms and conditions, then third in favor of the body of this Agreement, and fourth in favor of Attachments B, and C.

53. **Force Majeure.** Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term “uncontrollable forces” shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability through no fault of the party to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

(This Section is intentionally left blank, the signature page follows)

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

STATE:

SUBGRANTEE:

UTAH BROADBAND CENTER

[[CONTRACT_COMPANY_NAME]]

\s2\

\s1

Name: \n2\

Name: \n1

Title: \t2\

Title: \t1

Date: \d2\

Date: \d1

**UTAH DEPARTMENT OF
TRANSPORTATION**

SUBGRANTEE:

\s3\

[REDACTED]

Name: \n3\

Name:

Title: \t3\

Title:

Date: \d3\

Date:

Contact information for notice purposes:

Address: **[REDACTED]**

[REDACTED]

Email:

[REDACTED]

**APPROVED:
DIVISION OF FINANCE**

SUBGRANTEE:

\s4\

[REDACTED]

Name: \n4\

Title:

Title: \t4\

Date:

Date: \d4\

Contact information for notice purposes:

Address: **[REDACTED]**

[REDACTED]

Email:

[REDACTED]

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS
FOR GRANTS**

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“Broadband Serviceable Location”** means a business or residential location in the United States at which fixed broadband Internet access service is, or can be, installed.
 - c. **“Community Anchor Institution”** is defined by 47 U.S.C. § 1702(a)(2)(E) as an entity such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that facilitates greater use of broadband service by vulnerable populations, including low-income individuals, unemployed individuals, and aged individuals.
 - d. **“Grant Money”** means money derived from Federal funds or State fees or tax revenues that are owned, held, or administered by the State.
 - e. **“Grantee”** means the individual or entity that is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - f. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - g. **“Passed Location”** means any broadband serviceable location that has had broadband infrastructure built within a proximity that would allow the location to be hooked up to the providers' service within 10 days.
 - h. **“Served Location”** means a broadband serviceable location with access to broadband service providing not less than 100 Mbps download and 20 Mbps upload speeds and latency less than or equal to 100 ms. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Agreement providing the Grant Money.
 - i. **“Subgrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, contractors hired by Grantee, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, including Grantee’s manufacturers, distributors, and suppliers.
 - j. **“Underserved Location”** is defined by 47 U.S.C. § 1702(a)(1) as a location that is not an unserved location; and as determined in accordance with the broadband DATA maps, lacks access to reliable broadband service with a speed of not less than 100 Mbps for downloads and 20 Mbps for uploads, and a latency sufficient to support real-time, interactive applications.
 - k. **“Unserved Location”** is defined in 47 U.S.C. § 1702(a)(1) as a broadband-serviceable location, as determined in accordance with the broadband DATA maps, that has no access to broadband service or lacks access to reliable broadband service with a speed of not less than 25 megabits per second (“Mbps) for downloads and 3 Mbps for uploads, and a latency sufficient to support real-time, interactive applications.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Grantee and all acts performed under this Agreement will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Agreement. This includes documentation related to the Grantee’s performance of the Agreement terms, scope of work, project-specific requirements, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years

have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Agreement and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.

5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** Grantee and Subgrantees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the state of Utah agency effectuating this Agreement.
7. **[Deleted] INDEMNITY**
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
9. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
10. **TERMINATION:** Unless otherwise stated in Agreement above, then according to this Attachment's terms and conditions the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Agreement may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Agreement, without interruption, carry and maintain commercial general liability insurance that includes business automobile coverage from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than three million dollars (\$3,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. Grantee's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any Subgrantees as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Agreement and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.

15. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Agreement that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Agreement or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Agreement. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State. Grantee does not have the right to transfer or assign its rights and obligations under this agreement to another entity without (i) obtaining State's approval and acceptance in writing of the transferee or assignee and (ii) having the transferee or assignee assume all the Grantee's duties under this agreement. If the foregoing conditions are met, then the State will consider the recipient of those rights or obligations to be a subcontractor of the Grantee. All payments made by the Grantee to a subcontractor are subject to audit by the State. All subcontracts must be in writing and include all of the same terms and conditions and provisions included in this Agreement. The Grantee agrees it is responsible for ensuring that all work performed by subcontractors is insured under the Grantee's insurance policy, or that Grantee requires the subcontractor meet any insurance provisions required in this Agreement or by the State.

Grantee will not sell, rent, license, transfer, convey, or assign its rights, interests, and titles in the Project, a significant portion of the business functions conducted at the Project, and/or the Project's assets (excluding sales or transfers of the Project's assets in the ordinary course of business and sale lease back approved by State in writing) to another entity during the Term without notifying State in writing within a reasonable amount of time. This includes any merger or acquisition that will change the legal entity to whom the Project belongs and therefore qualifies for any remaining portion of the Project. If Grantee fails to notify State of either a change in ownership of the Project or a change in the corporate structure of the Grantee and its affiliates that are involved in operating the Project within a reasonable amount of time, the State may terminate this agreement and all associated rights without cause. Any purported transfer in violation of the requirements of this section is void

18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and Subgrantees of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
19. **[Deleted] PUBLICITY**
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify, defend and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **[Deleted] ORDER OF PRECEDENCE**

25. [Deleted] SURVIVAL OF TERMS

26. [Deleted] SEVERABILITY

27. [Deleted] ENTIRE AGREEMENT

28. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision date: 1 September 2023)

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ATTACHMENT B: PROJECT APPLICATION

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These Milestones have been redlined and are no longer accurate. To see updated Milestones go to Exhibit G Part 2 on the Final Proposal section of Connecting.utah.gov.

Objective Milestones as of 2-25-2025

**ATTACHMENT C: PROJECT SCOPE OF WORK AND DELIVERABLES
FIBER AND FIBER-HYBRID PROJECTS**

Summary:

Project Budget and Cost Share (see attached from application)

Project Plans and Network Design (see attached Plans, stamped by a Professional Engineer)

Map of Project’s Geographic Area (see attached from application)

Project Timeline (see attached)

Project Reimbursement Milestones and Deliverables:

Reimbursement Milestones and Project Objectives for Fiber and Fiber-Hybrid Projects		
Reimbursement Milestones	Percentage Disbursement	Deliverables
Initial disbursement upon award	10%	Signed subgrantee agreement
Project engineering plans completed and stamped	10%	Signed engineering plans with stamp from professional engineer
NEPA and historical compliance complete and permits received	10%	ESAPTT completion and validation
Support infrastructure completed	15%	GIS stamped and dated photographic evidence of infrastructure and/or on-site inspection
50% network infrastructure built	25%	As-is plant maps and network diagrams
100% network infrastructure completed	20%	As-is plant maps and network diagrams

Project closeout completed	10%	Final project report, site visit, speed test verification, certification that 100% of project BSLs are passed
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**ATTACHMENT C: PROJECT SCOPE OF WORK AND DELIVERABLES
TERRESTRIAL NON-FIBER PROJECTS**

Summary:

Project Budget and Cost Share (see attached from application)

Project Plans and Network Design (see attached Plans, stamped by a Professional Engineer)

Map of Project’s Geographic Area (see attached from application)

Project Timeline (see attached)

Project Reimbursement Milestones and Deliverables:

Reimbursement Milestones and Project Objectives for Terrestrial Non-Fiber Projects		
Reimbursement Milestones	Percentage Disbursement	Deliverables
Initial disbursement	10%	Signed subgrantee agreement
Project engineering plans completed and stamped	10%	Signed engineering plans with stamp from professional engineer
NEPA and Historical compliance complete	10%	ESAPTT completion and validation
Support infrastructure completed	30%	GIS stamped and dated photographic evidence of infrastructure and/or on site

		inspection, as is plant maps and network diagrams
Network infrastructure completed	30%	GIS stamped and dated photographic evidence of infrastructure, heat map of available service
Project closeout completed	10%	Final project report, site visit, speed test verification, certification that 100% of project BSLs are passed

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Contract Number: **[[CONTRACT_CONTRACT_NUMBER]]**

ATTACHMENT D: LOCATIONS TO BE SERVED

[Insert actual list of broadband serviceable location (BSL) id numbers that will be served by the project]

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**ATTACHMENT E: LEO SATELLITE CAPACITY SUBGRANT REQUIREMENTS
(IF APPLICABLE, BASED ON SUBGRANTEE SELECTION)**

1. LEO Satellite Capacity for the BEAD Program.

1. In the BEAD RPN, the NTIA has stated that all broadband technologies that meet the performance requirements of the IJJA, BEAD NOFO, and BEAD RPN are eligible to participate in the BEAD Program.
2. Certain portions of the BEAD NOFO and BEAD RPN address unique issues related to services provided by a LEO Subgrantee. When funding traditional broadband service, the Federal government takes an interest in the physical plant to ensure performance. With LEO service there is no defined network dedicated to fixed locations in which the Federal government can take an interest to ensure performance.
3. To meet BEAD program needs, the LEO Subgrantee is required to reserve sufficient capacity to deliver broadband service that meets the BEAD performance and technical requirements to each BSL in a Project area. These conditions apply even if only a portion of the BEAD funds under this Agreement goes to reimburse a Subgrantee for the reservation of capacity on the LEO's network to deliver last-mile broadband service.
4. The Parties have defined a common set of requirements and objectives as the basis of the technical and performance terms of the LEO Subgrantee's providing capacity for providing high-speed, Qualifying Broadband Service.

- 2. Period of Performance.** Recipients of LEO capacity subgrants must begin providing broadband service to each customer that desires broadband service not later than four years from the date of the subgrant. The Recipient of an LEO capacity subgrant shall be deemed to have begun to provide service when it certifies to the Utah Broadband Center that the Recipient can initiate broadband service within 10 business days of a request to any covered BSL in the project area with no charges or delays attributable to extension of the service.

Following the date upon which the Recipient certifies to the Utah Broadband Center that broadband is available to every location covered by the project, the Recipient must continue to offer access to broadband service to each BSL served by the project throughout a 10-year period of performance. If a customer receiving service at one of the BSLs served by the project moves, the Recipient must continue to offer service to the BSL if subsequent occupants request service during the period of performance.

- 3. Federal Interest.** NTIA will not take a federal interest in the equipment or property acquired or improved with an LEO capacity subgrant because the nature of LEO service means that the Utah Broadband Center cannot identify a portion of the LEO network that is dedicated to certain locations in Utah. Although NTIA does not take a federal interest in equipment or property acquired or improved by LEO Subgrantee with this subgrant, the consumer and taxpayer protections set forth in the BEAD NOFO apply to the LEO Subgrantee for the duration of the ten year Federal Interest Period.

4. **Letter of Credit**. LEO capacity subgrantees must acquire a letter of credit equivalent to 25% of the total grant award. The Letter of Credit may be reduced by 50% at the time that the LEO Capacity Subgrantee certifies that broadband service is available to every Broadband serviceable location in the project area. The Letter of Credit may be reduced an additional 25% at the time that the LEO Capacity Subgrantee certifies that subscription rate for service reaches at least 25% of all locations in the project area. The Letter of Credit may be closed out once the service subscription rate reaches 50% of locations in the project area. Regardless of the subscription rate, the Letter of Credit may be terminated four years following certification that the LEO Capacity Subgrantee can initiate broadband service within 10 business days request to any covered broadband serviceable location .

5. **Customer Premises Equipment**. LEO Capacity Subgrantees must provide all necessary consumer premises equipment at no cost as part of the standard installation for each new subscriber at the BEAD-funded location throughout the period of performance. If the same subscriber requests additional consumer premise equipment after installation, the LEO Capacity Subgrantee may charge customary rates unless the request is made due to equipment malfunction or damage caused by a weather event.

6. **LEO Subgrantee Disbursements**. LEO Capacity Subgrant milestones and disbursements are outlined in Attachment F.

7. **Additional Terms**. LEO Capacity Subgrantee will be subject to all other terms and conditions outlined in the Subgrantee Agreement.

ATTACHMENT F: PROJECT SCOPE OF WORK AND DELIVERABLES
LOW-EARTH ORBIT SATELLITE PROJECTS

Summary:

Project Budget and Cost Share (see attached from application)

Project Plans and Network Design (see attached Plans, stamped by a Professional Engineer)

Map of Project's Geographic Area (see attached from application)

Project Timeline (see attached)

Project Reimbursement Milestones and Deliverables:

LEO projects will receive 50% of their grant reimbursement upon certification that service is available to 100% of the BSLs in the project area. To receive this initial 50% disbursement, the Subgrantee must provide UBC with an affidavit signed by an officer of the company which includes a statement that Subgrantee can initiate broadband service that meets the requirements of the Grant Agreement within ten (10) business days of a request to any BSL in the Project Areas with no charges or delays attributable to extension on the service, in addition to meeting all other requirements of the Grant Agreement, service-related or otherwise. UBC reserves the right to request additional evidentiary proof the network is complete and operational, examples may include but not be limited to speed and latency test data collected in accordance with NTIA guidance.

Following the initial 50% disbursement, the Subgrantee may receive quarterly reimbursements based on subscriber milestones. Subgrantee must submit the following to UBC to verify the new subscribers for the quarter:

1. An affidavit signed by an officer of the company which includes a statement that Subgrantee can initiate broadband service that meets the requirements of the Grant Agreement within ten (10) business days of a request to any BSL in all Project Areas described in Exhibit A, with no charges or delays attributable to extension on the service, in addition to meeting all other requirements of the Grant Agreement, service-related or otherwise
2. Speed and latency test data collected in accordance with NTIA guidance demonstrating speeds and latency meeting or exceeding minimum requirements outlined in the Grant Agreement for each newly subscribed BSL in the Project Area for the quarter detailing the exact eligible location; and
3. Detailed proof the necessary equipment for receiving broadband service at each newly subscribed BSL was delivered to the newly subscribed BSL (i.e. Shipping Tracking number, installer invoice)

The amount received in each quarterly reimbursement will be based on the following calculation:

50% of total grant award divided by 40% of eligible BSLs in project area multiplied by the number of newly subscribed eligible BSLs during the quarter

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50% total grant award

40% of eligible BSLs x number of newly subscribed eligible
BSLs

Once the Subgrantee reaches a 40% subscription rate for the eligible BSLs, the Subgrantee may request a final disbursement of the remaining grant amount according to the regular quarterly disbursement cadence. To receive this final disbursement, the Subgrantee must submit the same documentation to UBC as required for all quarterly disbursement.

Regardless of whether Subgrantee has received the full grant disbursement, no grant disbursements shall be made after ten (10) years from the date Subgrantee demonstrates all Project Areas are complete and operational and capacity is available for all eligible BSLs in all Project Areas.

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Contract Number: **[[CONTRACT_CONTRACT_NUMBER]]**

ATTACHMENT G: SUBGRANTEE MONITORING AND COMPLIANCE PLAN

[Attach Monitoring and Compliance Plan from BEAD Final Proposal]

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