

**BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD)
GRANT AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
PENNSYLVANIA BROADBAND DEVELOPMENT AUTHORITY
AND
Grantee's Name**

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BROADBAND EQUITY, ACCESS, AND DEPLOYMENT GRANT AGREEMENT

This Broadband Equity, Access, and Deployment grant agreement is between the Commonwealth of Pennsylvania, acting through the Pennsylvania Broadband Development Authority with its principal offices located at 400 North Street, Ste. 4, Harrisburg, PA 17120, and

Grantee's Name

Address

City State Zip Code

("Grantee").

PBDA is an independent agency of the Commonwealth, established under the Act of December 22, 2021 (P.L. 459, No. 96), 64 Pa. C.S. § 6101 *et seq.* PBDA is the designated eligible entity for federal broadband grant funds within the Commonwealth and is responsible for creating a statewide broadband plan and distributing federal grants from the U.S. Department of Commerce, National Telecommunications and Information Administration, including federal grant funds for broadband infrastructure projects in unserved and underserved areas and to community anchor institutions across Pennsylvania.

The Broadband Equity, Access, and Deployment program is a federal grant program authorized by the Infrastructure Investment and Jobs Act of 2021, (Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021), also known as the Bipartisan Infrastructure Law, 47 U.S.C. § 1701, *et seq.*, and is implemented by federal regulations and related NTIA policies and guidance, including NTIA's BEAD Restructuring Policy Notice dated June 6, 2025.

The parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

"Active Subscriber" means a residential or business end user at a BEAD-Eligible Location within the Project Area that is receiving broadband service over a BEAD-funded network and that maintains an active account in Grantee's billing or service management system.

"Award Amount" means the total amount of federal BEAD funds identified in section 2.a.

"BDC" means Broadband Data Collection and refers to the FCC's national database and program for mapping serviceable broadband locations, as may be modified by the FCC or federal law.

"BEAD" means the Broadband Equity, Access, and Deployment program as authorized by the IIJA and NTIA regulations implementing section 60102 of the IIJA and all related policies and guidance.

"BEAD-Eligible Locations" means BSLs and any CAIs, as applicable, included in the Project, as set forth in section 6 of Attachment A and any additional locations in the BSA as authorized by PBDA or NTIA and agreed to by Grantee in writing.

"BSA" means a broadband serviceable area within the Commonwealth containing one or more United States census block groups. A BSA contains BSLs and may contain CAIs.

"BSL" means a broadband serviceable location, consisting of a business or residential location at which mass-market broadband internet access service is, or can be, installed.

“CAI” means a community anchor institution, 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, but not limited to, low-income individuals, unemployed individuals, children, the incarcerated, and aged individuals.

“Closeout” means the process by which PBDA determines that all administrative actions and required work for the Project has been completed and the grant award is closed pursuant to 2 CFR § 200.344 and this agreement.

“Commonwealth” means the Commonwealth of Pennsylvania.

“CPE” means customer premises equipment.

“DCED” means the Department of Community and Economic Development.

“Deployment Period” means the maximum 4-year time period, unless extended pursuant to section 11.g., commencing on the Effective Date, during which Grantee deploys all planned broadband infrastructure or reserves capacity and performs Standard Installations for each customer that desires broadband services at the BEAD-Eligible Locations covered by the Project. Appendix C of the NTIA BEAD RPN interchangeably refers to the Deployment Period as the “Period of Performance.”

“DOC” means the United States Department of Commerce.

“Effective Date” means the date that this agreement is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

“Eligible Project Costs” means allowable costs and expenses for broadband deployment or for the reservation of capacity for the Project as set forth in section 3 of Attachment C.

“Eligible Subscriber” means any household seeking to subscribe to broadband internet access service that is eligible for the FCC’s Lifeline Program. FCC Lifeline Program eligibility criteria are defined in 47 CFR § 54.409.

“Estimated Project Schedule” means the projected timeline for completion of the Project, as set forth in section 3 of Attachment A, in accordance with the milestones set forth in Attachment C-1 or Attachment C-2 as applicable to Grantee.

“Extended Period of Performance” means the 10-year period after PBDA accepts the certification of Service Availability for all BEAD-Eligible Locations in the Project Area by a LEO Capacity Grantee.

“FCC” means the Federal Communications Commission.

“Federal Interest Period” means the period during which a federal interest is held in all real property or equipment acquired or improved as part of a grant to a Terrestrial Grantee, commencing on the date of Closeout and continuing for 10 years after the year in which the grant is closed out. For the avoidance of doubt, the Federal Interest Period will end on December 31 of the tenth year after the year a Terrestrial Grantee certifies in writing to PBDA, and PBDA accepts such certification.

“Final Proposal” means PBDA’s BEAD submission to NTIA, as approved by NTIA on February 9, 2026.

“Fixed Amount Subaward” means a subaward that is structured and carried out in accordance with 2 CFR Part 200 as modified by the U.S. Department of Commerce in the Uniform Guidance Exceptions.

“GIS” means geographic information system.

“Grantee” means **Grantee's Name**

“IIJA” means the Infrastructure Investment and Jobs Act of 2021, also known as the Bipartisan Infrastructure Law, 47 U.S.C. § 1701, *et seq.*

“IXP” means internet exchange point, a common physical location for connection of networks between ISPs for the exchange and routing of data.

“ISP” means internet service provider.

“LEO” means low Earth orbit satellite technology.

“LEO Capacity” means a Project utilizing LEO satellites.

“LEO Capacity Grantee” means a Grantee whose Project involves LEO Capacity.

“LOC” means a letter of credit.

“Match Amount” means the funds contributed to the Project by Grantee as set forth in Attachment B and required for the Grantee to receive the Award Amount.

“Material Provision” means any term or condition in the agreement or in any applicable law, regulation, or NTIA requirement (including policy, notice, or guidance) that impacts Grantee’s ability to meet its obligations to timely initiate or complete the Project, including but not limited to the obligation to deploy network infrastructure or to reserve capacity for qualifying broadband service to BSLs and any CAIs in Pennsylvania, to demonstrate timely progress under a Mitigation Plan, or to meet BEAD programmatic requirements related to Service Availability or Network Complete, and NTIA performance standards, including speed and latency concerning all BSLs and any CAIs.

“Mitigation Plan” means a written corrective action plan required by PBDA if Grantee fails to meet, or is at risk of failing to meet, a milestone, performance standard, SAC, reporting obligation, or any other enforcement measure or action required by PBDA under this agreement.

“Network Complete” means the Terrestrial Grantee has fully constructed and activated the BEAD network so that 100% of BEAD-Eligible Locations in the Project Area are capable of receiving service, the network meets or exceeds BEAD performance standards; and the service can be provided through Standard Installations without material additional construction.

“NIST” means the National Institute of Standards and Technology, within DOC.

“NOA” means the notice of award from NIST.

“NOFO” means the notice of funding opportunity released by NTIA for the BEAD program, available at: <https://broadbandusa.ntia.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>.

“NTIA” means the National Telecommunications and Information Administration, within DOC.

“NTIA GT&Cs” means the NTIA General Terms and Conditions, dated November 2025, available at: https://broadbandusa.ntia.gov/sites/default/files/2026-01/BEAD_GTCs_11_18_2025.pdf.

“NTIA BEAD RPN” means the NTIA Restructuring Policy Notice, dated June 6, 2025, available at: <https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf>.

“PBDA” means the Pennsylvania Broadband Development Authority.

“Project” means the deployment or improvement of broadband infrastructure in the Project Area or the reservation of capacity for the Project Area, and all related activities, as detailed in the Project Narrative, the Estimated Project Schedule, and section 6 of Attachment A, as may be amended.

“Project Area” means a contiguous geographical area or areas encompassing the BSA or multiple BSAs.

“Project Budget” means the PBDA-approved budget for the Project, including all Eligible Project Costs, federal BEAD funds, the Match Amount, and any other committed funding sources identified in Attachment B.

“Project Narrative” means the description and scope of work for the planning, design, and deployment of broadband infrastructure or improvements, as detailed in section 2 of Attachment A.

“RTKL” means the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-67.3104.

“SAC” means specific award condition.

“Service Availability” means the LEO Capacity Grantee has demonstrated full operational readiness to receive service orders and provide broadband internet service to 100% of BEAD-Eligible Locations in the Project Area, the network meets or exceeds BEAD performance standards, and the service can be provided through Standard Installations without material additional construction.

“Standard Installations” means the initiation of broadband internet access service within 10 business days of a request with no charges or delays attributable to the extension of the network of the provider.

“Terrestrial” means one or more of the following technologies for broadband deployment: fiber-optic; cable modem; hybrid fiber-coaxial; fixed wireless technology using entirely licensed spectrum, entirely unlicensed spectrum, or a hybrid of licensed and unlicensed spectrum.

“Terrestrial Grantee” means a Grantee whose Project involves Terrestrial technology.

“ULFW” means unlicensed fixed wireless. For purposes of this agreement, a ULFW provider is a Terrestrial grant.

“Uniform Guidance” means the uniform administrative requirements, cost principles, and audit requirements for Federal Awards at 2 C.F.R. Part 200.

“Uniform Guidance Exceptions” means the Uniform Guidance Policy Notice published by NTIA on December 26, 2023, titled “Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program,” available at: https://broadbandusa.ntia.doc.gov/sites/default/files/2023-12/BEAD_Policy_Note_of_Uniform_Guidance_Part_200_Exceptions_Related_Issues.pdf.

2. GRANT AWARD

- a. Award Amount.** Subject to the terms and conditions of this agreement and the availability of BEAD funds, PBDA grants up to Award Amount in BEAD funding to support the Project. This grant award is a hybrid fixed amount subaward with milestone requirements and cost-based reimbursements and disbursements. For the avoidance of doubt, PBDA shall have no obligation to pay Grantee any amount that exceeds the Award Amount.
- b. Use of Award Amount.** Grantee shall use BEAD funds solely for Eligible Project Costs incurred for the initiation and timely completion of the Project, in accordance with the Project Budget. If Grantee is a Terrestrial Grantee, Grantee shall fully expend the BEAD funds by the date the grant is closed out under 2 CFR § 200.344, following the end of the Deployment Period.
- c. Equitable and Nondiscriminatory Use.** Consistent with 47 U.S.C. § 1702(g)(2)(C)(ii), Grantee shall use BEAD funding in an equitable and nondiscriminatory manner.

3. AWARD MODIFICATION

PBDA, in coordination with NTIA, may increase the Award Amount by providing written notice of award modification to Grantee without the need to amend this agreement. The parties may mutually agree in writing to decrease the Award Amount without the need to amend this agreement, provided the change is approved by NTIA, if required. PBDA may require Grantee to submit a revised Project Narrative, revised Estimated Project Schedule, revised Project Budget, and other documents consistent with any award modification. Upon PBDA’s approval, the revised Project Narrative, Estimated Project Schedule, and Project Budget will replace all or portions of Attachments A and B, as applicable. Award increases are subject to the approval of the Governor’s Office of the Budget, Comptroller’s Operations Office.

4. BUDGET ADJUSTMENTS

The parties may adjust the dollar amounts of specific categories within the Project Budget without the need to amend this agreement if the adjustments do not increase the Grant Award. Grantee shall submit any proposed adjustments to the Project Budget to PBDA for review and approval. The budget adjustment will not be effective until it has been approved by PBDA in writing.

5. TERM

The term of this agreement will commence on the Effective Date and will remain in effect until the date of PBDA’s written acceptance of Grantee’s compliance with all Closeout requirements in Attachment D and this agreement, unless sooner terminated in accordance with section 23. This agreement is not binding in any way, nor will the Commonwealth, or PBDA be legally bound, until this agreement has been fully executed and Grantee has received a fully executed copy. Unless otherwise expressly stated, the rights, obligations, and requirements under this agreement will apply throughout the term of this agreement.

6. CONTRACT PERIOD OF PERFORMANCE

The Contract Period of Performance, for the purpose of eligible pre-award costs in section 3.e. of Attachment C, commences on September 25, 2024, and ends at the conclusion of the Extended Period of Performance or the Federal Interest Period, as applicable to Grantee. (“Contract Period of Performance”).

7. FINANCIAL CAPABILITY

a. Representation and Warranties. Grantee represents and warrants the following:

- i. It is financially qualified to meet all obligations for the completion of the Project or has secured all the necessary financing for the Project in compliance with its obligations under this agreement in accordance with BEAD program requirements; and
- ii. It has funds available for its Match Amount and all Project costs that may exceed the Award Amount.

b. Project Financing. Project financing may include funding from third-party sources such as private equity, revenue bonds, and other financing bonds. PBDA may terminate this agreement pursuant to section 23 if Grantee fails to secure financing for the Project. The Grantee shall provide substantial evidence of progress toward securing financing for the Project within 30 calendar days of a fully executed agreement. PBDA may extend the time period to provide substantial evidence of progress toward securing financing by an additional 30 calendar days upon PBDA’s approval of Grantee’s demonstration of good cause.

8. MATCHING FUNDS

a. Match Amount. Grantee shall provide the Match Amount as set forth in the Project Budget. If total costs of the Project are less than the Match Amount, and Grantee provided the Match Amount in cash, PBDA shall proportionately reduce required Match Amount.

b. In-Kind Contributions.

- i. **In-Kind Contribution of Assets.** If Grantee includes in-kind asset contributions toward its Match Amount, Grantee shall:
 - A. Ensure that all in-kind asset matches are dedicated to BEAD program work;
 - B. Submit to PBDA a completed In-Kind Certification along with supporting documentation, such as current mortgage statements or rental rates, and third-party valuations; and
 - C. Not reduce in-kind asset matches if total costs are less than the amounts set forth in the Project Budget

ii. In-Kind Contributions of Labor. If Grantee includes labor as an in-kind contribution toward the Match Amount, the Grantee shall:

- A.** Track all employee time by specific Project;
- B.** Retain all records of employee time as a Project record; and
- C.** Make those records available to PBDA upon its request.

9. DISBURSEMENT OF GRANT AWARD

a. Invoices.

- i.** If Grantee is a Terrestrial Grantee, Grantee shall submit reimbursement requests for Eligible Project Costs in accordance with the performance milestones set forth in Attachment C-2 and this agreement.
- ii.** If Grantee is a LEO Capacity Grantee, Grantee shall submit requests for payment for reservation of capacity in accordance with the performance milestones set forth in Attachment C-1 and this agreement.
- iii.** Each reimbursement or payment request must include supporting documentation to substantiate the costs and expenditures identified in the request and must demonstrate the Grantee's compliance with milestones. PBDA may modify, at any time, the frequency or schedule for the submission of reimbursement requests without the need to amend this agreement.

b. Reimbursement. Upon PBDA's receipt and approval of each reimbursement or payment request, PBDA shall reimburse or pay Grantee solely for Eligible Project Costs incurred by Grantee for work performed or for reservation of capacity, as applicable, during the Contract Period of Performance.

c. Withholding of Payment. PBDA may withhold reimbursements or disbursements if it determines, in its sole discretion, that Grantee has failed to fulfill its obligations under any previous agreement or another contract between the parties. Upon Grantee's fulfillment of its obligations under the previous agreement or contract, PBDA shall initiate the disbursement of the applicable payment.

10. ADMINISTRATION AND OVERSIGHT

- a. Fixed Amount Subaward.** PBDA shall administer this BEAD grant in accordance with NTIA's Uniform Guidance Exceptions, modifying the standard Uniform Guidance requirements for fixed amount subawards.
- b. Transparency, Accountability, and Oversight.** Grantee shall comply with the requirements of the BEAD program in a manner that ensures transparency, accountability, and oversight. At any time during the Term, PBDA may:

- i. Conduct audits of Grantee, and any subcontractor or third party that performs any function or obligation under this agreement and report audit results to NTIA, including audits described in section VII.G of the BEAD NOFO.
- ii. Undertake risk assessments and develop, implement, and revise a written Mitigation Plan, including Mitigation Plans to track and enforce compliance with this agreement and BEAD program requirements. A Mitigation Plan may include, but is not limited to, site visits or desk reviews, technical assistance, and random sampling of compliance requirements, the results of which may be provided to NTIA.
- iii. Develop, implement, and periodically modify PBDA's monitoring approach, including modifications as to the frequency, method, or content of monitoring activities, and may impose new or additional monitoring requirements at any time.
- iv. Impose SACs.
 - A. SACs must be set forth in writing and will be incorporated into this agreement without the need to execute an amendment.
 - B. SACs may address, but are not required to address, the following: mitigating risk of nonperformance or delays with deployment or performance; risk of budget overruns; risk of potential noncompliance (e.g., permitting, licensing, pole attachments, underground infrastructure, capacity requirements or spectrum allocations issues, environmental and historic preservation requirements, and supply chain, or procurement, vendor non-compliance, or any other quality control challenges); risk due to cybersecurity, data breaches, or unauthorized access; risk due to safety incidents, weather-related or other major disruptions; and, risk due to potential misuse of funds or default of funds.
- c. **Conditions of Award.** The Award Amount is conditioned upon Grantee's mitigation or elimination of any risks identified by PBDA in any risk assessment or Mitigation Plan and is conditioned upon Grantee's compliance with the requirements of all SACs. If Grantee fails to mitigate or eliminate risks in the Mitigation Plan or fails to satisfy SACs, PBDA may compel the return of the Award Amount.
- d. **Escalation Matrix.** Upon execution of this agreement, Grantee shall complete and provide PBDA with an escalation matrix, in a form developed by PBDA, that identifies points of contact within Grantee's organization to facilitate timely resolution of any issues. Grantee shall periodically update the point of contact information in the matrix as changes arise.

11. DEPLOYMENT REQUIREMENTS

- a. **Deployment Period.** Grantee shall deploy all planned broadband infrastructure and shall begin providing broadband service and performing Standard Installations for each customer that desires broadband service at the BEAD-Eligible Locations as set forth in Attachment A, section 6 not later than four years from the Effective Date of this agreement, unless the Deployment Period is extended pursuant to section 11.g. If Grantee is subject to a speed to deployment requirement identified in Attachment A, then Grantee shall deploy broadband infrastructure and begin providing broadband service and performing Standard Installations

for each customer that desires broadband service not later than the speed to deployment period identified in Attachment A.

- b. Standard Installation Fees.** Grantee may charge fees for Standard Installations to subscribers on the BEAD-funded network but shall not require subscribers to make modifications to their own or surrounding property or charge fees for modifications to property in connection with installation of broadband services funded by the BEAD program.
- c. Deployment Work.** Grantee shall ensure that all work associated with the Project is performed in a workmanlike fashion and in keeping with prevailing industry standards.
- d. Conduit Access.** If the Project involves laying fiber-optic cables or conduit underground or along roadway, Grantee shall include interspersed conduit access points at regular and short intervals in accordance with 47 U.S.C. § 1702(h)(4)(D).
- e. Access to Project Sites.** Grantee shall ensure that PBDA and NTIA staff are granted access to Project sites to inspect or verify Grantee's performance of this agreement, including to ensure that broadband service is deployed to all BSLs at the completion of the Project, if PBDA provides Grantee with advance notice of any such inspection or testing.
- f. Final Inspection.** PBDA shall conduct a final inspection for the Project site and other construction activities when all construction has been completed, the architect or engineer has conducted the final inspection, and any deficiencies have been corrected. Representatives of the Grantee shall attend, and Grantee shall ensure that, if requested, its professional staff, such as architects, engineers, and other contractor(s) attend the final inspection for each Project site. NTIA must be given reasonable advance notice of each final inspection so that a representative of NTIA may participate.
- g. Extension of Deployment Period.** PBDA may, following consultation with NTIA and with the approval of the Assistant Secretary of DOC, extend the Deployment Period if PBDA reasonably determines that: (i) Grantee has a specific plan for use of the grant funds, with project completion expected by a specific date not more than one year after the four-year deadline; (ii) construction is underway; or (iii) extenuating circumstances require an extension of time to allow the Project to be completed.

12. EXTENDED PERIOD OF PERFORMANCE

- a. Extended Period of Performance.** If the Grantee is a LEO Capacity Grantee, Grantee is subject to an Extended Period of Performance, as set forth in Appendix C to the NTIA BEAD RPN.
 - i.** The Extended Period of Performance will commence on the date that PBDA approves Grantee's written certification that it has made service available to every location covered by the Project in accordance with this agreement.
 - ii.** The Extended Period of Performance will end 10 years from the date that PBDA accepts Grantee's written certification that broadband is available to all locations covered by the Project.

- iii. Grantee shall not close out its grant under 2 CFR § 200.344 based upon the certification provided to PBDA pursuant to this section of the agreement. Grantee shall remain subject to the Extended Period of Performance.
- iv. Grantee shall continue to offer access to broadband service to each BSL served by the Project throughout the Extended Period of Performance. In the event Grantee's customer receiving service at a BSL moves, Grantee must continue to offer broadband service to the BSL, but not necessarily the previous subscriber, under the terms of this agreement if subsequent occupants request broadband service.

b. Property Standards for Federally Funded Infrastructure.

- i. Grantee shall comply with 2 CFR Part 200, Subpart D, as modified by the BEAD Uniform Guidance Exceptions and the NTIA BEAD RPN, as applicable to Grantee.
- ii. Grantee shall record liens or notices of federal interest on all BEAD-funded network assets, including in-kind assets, as applicable to Grantee. Grantee shall comply with NTIA BEAD GT&Cs, Terms 47 and 48.

13. FEDERAL INTEREST PERIOD

- a. **Federal Interest Period.** If the Grantee is a Terrestrial Grantee, Grantee is subject to a Federal Interest Period.
 - i. The Federal interest applies regardless of whether the asset is acquired or improved with Federal funds or non-Federal matching funds.
 - ii. The Federal interest in all real property and equipment acquired or improved as part of this agreement will commence upon the Grantee's acquisition or improvement of real property or equipment and will expire at the end of the Federal Interest Period. For example, if this award is closed out in 2027, regardless of the month, the Federal Interest Period will expire on December 31, 2037. During this time period, NTIA will have the designated Federal interest in the assets of BEAD funded projects.
 - iii. Upon completion of the Project, the Grantee shall provide certification in writing that it began providing broadband service in accordance with BEAD program requirements. Upon PBDA's acceptance of Grantee's certification the Federal Interest Period will commence. For example, for a grant closed out in 2027, regardless of the month, the Federal Interest Period extends until December 31, 2037.
 - iv. At the end of the Deployment Period, or a speed to deployment period if applicable, Grantee shall certify in writing, in accordance with 47 USC 1702(h)(4)(C) and NTIA's reporting requirements, that it has made broadband service available to all BEAD-Eligible Locations in accordance with federal performance requirements and this agreement. Upon PBDA's approval, Grantee may close out the grant under 2 CFR § 200.344 and the terms of this agreement.
 - v. Despite Grantee's certification and closeout of this BEAD grant, Grantee remains subject to the Federal Interest Period.

- vi. Grantee shall maintain broadband service in accordance with federal BEAD program requirements throughout the Federal Interest Period.

b. Property Standards for Federally Funded Infrastructure.

- i. Grantee shall comply with 2 CFR Part 200, Subpart D.
- ii. Grantee shall record liens or notices of federal interest on all BEAD-funded network assets, including in-kind assets. Grantee shall comply with NTIA BEAD GT&Cs, Terms 47 and 48.

14. COMPLIANCE WITH LAW AND BEAD PROGRAM

a. PBDA. Grantee shall comply with the following:

- i. the PBDA BEAD Program Requirements set forth in Attachment C;
- ii. the milestone requirements specific to LEO Capacity grants set forth in Attachment C-1, if applicable;
- iii. the milestone requirements specific to Terrestrial grants set forth in Attachment C-2, if applicable;
- iv. the requirements specific to Terrestrial grants utilizing ULFW technology set forth in Attachment C-3 regarding mitigation strategies, if applicable;
- v. the representations in the Overbuild Affidavit set forth in Attachment C-4;
- vi. the PBDA BEAD Reporting Requirements set forth in Attachment D;
- vii. the Commonwealth Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Attachment E;
- viii. the payment provisions and fiscal responsibilities set forth in Attachment F; and
- ix. the Pennsylvania Prevailing Wage Act and Labor and Employment laws set forth in Attachment G.

b. NTIA and DOC. Grantee shall comply with the following as applicable and as may be periodically modified:

- i. the NTIA GT&Cs (November 2025);
- ii. the DOC Financial General Terms and Conditions (September 22, 2025);
- iii. the NTIA BEAD NOFO (May 12, 2022);
- iv. the NTIA BEAD RPN (June 6, 2025);
- v. the NTIA BEAD Uniform Guidance Exceptions (October 1, 2024);

- vi. the NTIA National Environmental Policy Act Compliance Guidance (June 2025);
- vii. the NTIA BEAD Guidance on NEPA and NHPA for LEO Satellite Service (October 2025);
- viii. the NTIA Performance Measures for BEAD Last-Mile Networks, Policy Notice (September 19, 2025);
- ix. the NTIA Performance Measures for BEAD Last-Mile Networks Policy Notice Primer, (September 2025);
- x. the NTIA Obligations for Subgrantees Deploying Network Projects, Guidance (2025); and
- xi. the NTIA BEAD FAQs.

Any reference to “Eligible Entity” or “Grantee” in NTIA or DOC documents must be interpreted as referring to PBDA. Any reference to “Subgrantee” or “Subrecipient” in NTIA or DOC documents must be interpreted as referring to Grantee.

c. Federal Laws and Regulations. Grantee shall comply with the following, as applicable and as may be amended:

- d. the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429 (2021);
- e. the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200;
- f. the Build America, Buy America, Pub. L. No. 117-58, §§ 70901-70953, 135 Stat. 429, 439-40 (2021), as modified by any applicable DOC or NTIA waiver;
- g. the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 134 Stat. 158 (2020); and
- h. the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636 (2018).

d. Additional Federal Authority. Grantee shall comply with the following as may be periodically modified:

- i. the Federal audit requirements as set forth in Attachment I. Any reference to “Grantor” in these provisions must be interpreted as referring to PBDA; and,
- ii. the Federal contracting provisions as set forth in Attachment J. Any reference to “Grantor” in these provisions must be interpreted as referring to PBDA.

e. Applicable Authority. Grantee shall ensure that all activities required by this agreement are performed in accordance with federal and state statutes, regulations, orders, notices, policies, terms and conditions, directives, and guidance. The provisions of this agreement, as well as any referenced laws, regulation, policy, or other authority, only apply to the extent applicable to Grantee (i.e., a LEO Capacity Grantee or Terrestrial Grantee).

- f. Performance of Activities.** It is the affirmative, non-delegable duty of Grantee and any employees, contractors, agents, or any other entity or third party that performs any function or obligation under this agreement to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of the federal grant fund received under this agreement. Grantee shall ensure that its employees, contractors, agents, and any other third party that performs any function or obligation under this agreement maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grant funds received pursuant to this agreement.
- g. Grantee Compliance.** Each item set forth in section 14 is a requirement of the BEAD grant and applies to Grantee, its subcontractors, and third parties utilized by Grantee for any activities under this agreement. Grantee shall be ultimately responsible for compliance with all requirements of this agreement. PBDA shall provide a copy of all online NTIA and DOC documents referenced in section 14.b. to Grantee along with a fully executed copy of this agreement.
- h. Changes to Federal Laws, Regulations, and Authorities.** Grantee shall comply and ensure that its subcontractors comply with any changes in law, regulations, and authorities at subsections b. and c., or to the additional federal authorities in subsection d. PBDA may terminate this agreement pursuant to section 23 in the event of Grantee's noncompliance with changes to federal laws, regulations, and authorities.

15. REQUIRED CONTRACT PROVISIONS FROM NTIA GT&Cs

a. Ensuring Timely and Effective Deployment of BEAD Projects (NTIA GT&C Term 50).

PBDA, and any agency, instrumentality, or subdivision thereof, agrees not to enforce any law, regulation, executive order, contracting requirement, or other enforceable obligation that directly or indirectly regulates in any way the rates, terms, and conditions of broadband internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality rules, open access, or other utility-style rules on broadband internet service, against Grantee or its affiliates anywhere it provides service within PBDA's jurisdiction, while Grantee has any subgrant that is still within its period of performance, extended period of performance, or federal interest period. For purposes of this provision, a "net neutrality rule" is any law, order, contracting requirement, or other enforceable obligation by PBDA that prohibits internet service providers from, among other things, blocking content, throttling speeds, imposing data caps, or engaging in paid prioritization, or that imposes a general conduct or similar standard upon internet service providers.

b. Protecting BEAD from Default Certification (NTIA GT&C Term 51).

Grantee shall comply with the terms and conditions set forth in the "Protecting the BEAD Program from Defaults" Certification in Attachment H. Grantee's execution of Attachment H expressly includes signature authority on behalf of its affiliates.

16. ORDER OF PRECEDENCE

- a. The federal laws and BEAD program authorities in section 14 must be read and interpreted in a manner that emphasizes consistency and harmonization. Where provisions contained in documents addressed in sections 14 b., c., and d. appear inconsistent, the following order of precedence applies from highest to lowest priority: 47 U.S.C. § 1702; SACs; NTIA BEAD General Terms and Conditions; the NTIA BEAD RPN; the BEAD NOFO; NTIA BEAD Financial General Terms and Conditions, and then the remaining authorities in sections 14 b., c., and d.
- b. Where any of the provisions in this agreement appear inconsistent with federal or state laws, regulations, requirements, policies, or guidance, the provisions must be read and interpreted in a manner emphasizing consistency and harmonization. Where harmonization is impossible, the following order of precedence, from highest to lowest priority, applies: federal statutes, regulations, policies and guidance; state statutes and regulations; PBDA's BEAD Guidelines; and this agreement.

17. LETTERS OF CREDIT OR PERFORMANCE BONDS

- a. **Security.** Grantee shall obtain an irrevocable standby LOC or performance bond, acceptable to PBDA and in a form provided by PBDA, to secure Grantee's obligations under this agreement. The LOC or performance bond must be for the benefit of PBDA. PBDA shall not disburse any of the Award Amount until Grantee has secured the required LOC or performance bond. The LOC or performance bond must comply with all relevant terms of the BEAD NOFO and the NTIA Administration Notice of Programmatic Waiver issued in July 2025, updating the NTIA Notice of Programmatic Waiver regarding LOCs issued in October 2023, available at: https://broadbandusa.ntia.gov/sites/default/files/2025-07/BEAD_LOC_Programmatic_Waiver_Update_July_25.pdf.
- b. **Security Options and Requirements.**
 - i. **Letter of Credit.**
 - A. The LOC must be for an amount no less than 25 percent of the Award Amount.
 - B. The LOC must include an opinion letter from legal counsel clearly stating, subject only to customary assumptions, limitations, and qualifications, that in a proceeding under Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), the bankruptcy court would not treat the LOC or proceeds of the LOC as property of the winning subgrantee's bankruptcy estate under section 541 of the Bankruptcy Code.
 - C. The Grantee may obtain the required LOC from:
 1. a United States bank, that is 'well capitalized,' as defined by federal bank regulations promulgated by the Federal Deposit Insurance Corporation, the Federal Reserve, and the Office of the Comptroller of the Currency;
 2. a United States bank rated BBB- or higher by a Nationally Recognized Statistical Rating Organization (NRSRO), as recognized by the Securities and Exchange Commission (SEC); or

3. a United States credit union that is insured by the National Credit Union Administration.

ii. Standard Performance Bond – 100%.

- A. The performance bond must be for an amount no less than 100 percent of the Award Amount and must be acceptable in all respects to PBDA.
- B. The performance bond must be issued by a company holding a certificate of authority as an acceptable surety on federal bonds as identified in the Department of Treasury Circular 570. A list of certified companies is available at <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.

iii. Alternative Performance Bond – 10%.

- A. An alternative performance bond option is available pursuant to the terms of NTIA's BEAD Notice of Programmatic Waiver issued October 2023.
- B. The performance bond must be for an amount no less than 10 percent of the Award Amount and must be acceptable to PBDA in all respects.
- C. The performance bond must be issued by a company holding a certificate of authority as an acceptable surety on federal bonds as identified in the Department of Treasury Circular 570. A list of certified companies is available at <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.
- D. The performance bond must be maintained for an amount no less than 10 percent of the Award Amount until the Grantee demonstrates, to PBDA's satisfaction, 100% of deployment of network infrastructure is complete.
- E. Under the alternative performance bond option, reimbursement is for periods of no more than six months. For avoidance of any doubt, reimbursements cannot cover more than 6 months of expenses. Grantee shall timely submit complete and detailed documentation for reimbursement in accordance with this timeframe.

c. Milestone-Based Reduction of Security for LOCs and Standard Performance Bonds.

- i. Upon Grantee's successful completion of a deployment milestone set forth in Attachment C-1 (LEO Capacity Grantee) or Attachment C-2 (Terrestrial Grantee), as applicable, Grantee may request PBDA's approval to reduce the amount of its security.
- ii. Upon receipt of a request to reduce the amount of security, PBDA shall determine if Grantee has successfully achieved each deployment milestone.
- iii. If PBDA determines that the Grantee has achieved the applicable milestone, PBDA may approve a reduction in security in writing as follows:

A. If the Grantee is a LEO Capacity Grantee, PBDA may authorize the Grantee to reduce the amount of security in the following manner:

1. By 50% of the original amount of the LOC or performance bond upon PBDA's acceptance of Grantee's certification of Service Availability to all BEAD-Eligible Locations in the Project Area and Grantee's submission of sufficient documentation as required by PBDA. (Milestone 1)
2. By an additional 25% of the original amount of security upon PBDA's acceptance of Grantee's certification that 25% of total BEAD-Eligible Locations in the Project Area have Active Subscribers and Grantee's submission of sufficient documentation as required by PBDA. (Milestone 2)
3. By 100% upon PBDA's acceptance of Grantee's certification that 50% of total BEAD-Eligible Locations in the Project Area have Active Subscribers and Grantee's submission of sufficient documentation as required by PBDA. (Milestone 3)

Regardless of the subscription rate or adherence to any milestone other than service availability, PBDA shall terminate the security, consistent with the NTIA BEAD RPN, after Grantee certifies that it can initiate broadband service within 10 business days of a request to any covered BSL in the Project Area.

B. If Grantee is a Terrestrial Grantee, PBDA may authorize the Grantee to reduce the amount of security in the following manner:

1. By 50% of the original amount of security upon PBDA's acceptance of Grantee's certification that Grantee has completed deployment of 50% of the planned network infrastructure as set forth in section 2 of Attachment A (Project Narrative) and that Grantee has performed Service Installations and provides broadband internet access service that meets or exceeds BEAD performance standards as verified and approved by PBDA. (Milestone 5)
2. By 100% of the original amount of security upon Grantee's demonstration to PBDA's satisfaction that Grantee has fully completed Milestone 8 and PBDA has accepted Grantee's final report and affidavit of Project Certification as set forth in Attachment D.

For avoidance of any doubt, the security must be maintained throughout Grantee's achievement of Milestone 8 and until the grant is closed out by PBDA under 2 CFR 200.344 and this agreement

iv. Grantee shall provide PBDA new or renewed security documentation for each approved reduction in the value of the LOC or standard performance bond.

d. **Time is of the Essence.** Grantee shall obtain and provide the LOC or performance bond to PBDA no later than 60 calendar days after the Effective Date. If Grantee fails to obtain the LOC or performance bond within 60 calendar days of the Effective Date, PBDA may terminate this agreement in accordance with section 23.

- e. **Good Standing of Security.** The Grantee shall maintain, and update for any approved reductions or modifications, as required, all LOCs, performance bonds, and related information in good standing.
- f. **Continued Security Compliance.** If at any time issuer of Grantee's LOC or performance bond is not in strict compliance with any qualification requirement of this agreement or any NTIA requirement applicable to LOCs and performance bonds, or if the issuer loses its right to do business in the Commonwealth of Pennsylvania, Grantee shall obtain a new LOC or performance bond from another eligible issuer. Grantee shall provide a copy of any new LOC or performance bond to PBDA within 10 calendar days of Grantee's receipt of notice of noncompliance from PBDA, the date that the Grantee otherwise becomes aware of any noncompliance, or receipt of a PBDA or NTIA request that Grantee provide the new LOC or performance bond.
- g. **Bankruptcy Notice.** If Grantee files for bankruptcy protection pursuant to the Bankruptcy Code, Grantee shall immediately provide written notice of the filing to PBDA.

18. BROADBAND MAPPING

- a. **FCC Reporting.** Throughout the Term, Grantee shall report all its BEAD Eligible Locations to the BDC to ensure accurate mapping of broadband availability.
- b. **GIS Data.** Grantee shall submit to PBDA GIS-based service availability maps (or comma-separated values (CSV) files) that show all network expansion under this agreement and covered BEAD-Eligible Locations on a monthly basis throughout the Deployment Period and on an annual basis throughout the Extended Period of Performance, unless otherwise requested by PBDA.
- c. **Publication.** PBDA may publish broadband coverage data submitted by Grantee, in accordance with state and federal transparency requirements.

19. RECORDS AND AUDITS

- a. **Records.**
 - i. **Maintenance of Records.**
 - A. Grantee shall create, maintain, and preserve accurate and complete records and accounts for the Project, including but not limited to invoices, data, spreadsheets, reports, documents, correspondence and other evidence relating to Grantee's compliance with any state or federal requirements regarding the Project, and the activities covered by this agreement. The types of records and accounts subject to retention include, but are not limited to, Grantee network designs, diagrams, Project costs, expenditures, and receipts, financial accounts and records, reports and related submissions, performance reports, performance testing results, build-out timelines and supporting documentation for the Project milestones, capital investment schedules, and any documents addressing policies and procedures of Grantee, its affiliates, subcontractors, or any other entity that is performing work under this agreement.

B. Grantee shall comply with the requirements of the BEAD NOFO and federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200. Grantee shall ensure that it has adequate control over subcontractors that perform any function or obligation under this agreement. Grantee shall ensure Grantee's ability to create, maintain, and preserve accurate and complete records and accounts of all work performed by its subcontractors.

ii. Records Inspection. At any time during normal business hours and as often as PBDA deems necessary, with notice, Grantee shall make available for inspection by PBDA, the Governor's Office of the Budget, the Commonwealth Auditor General, the Commonwealth Attorney General, the Commonwealth Inspector General, NTIA, the Inspectors General or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this agreement and shall permit PBDA to audit, examine, and make copies of the records. Upon PBDA's request, Grantee shall furnish copies of records, including supporting data, reports, contracts, documents, regardless of format, and other information, relevant to the Project.

iii. Records Retention.

A. Minimum Retention Period. Grantee shall maintain records for the Project for a minimum period of three years from the date of grant closeout, except in those cases where unresolved audit questions or litigation may require maintaining some or all records until the claim or question is finally resolved.

B. Extend Retention Period. PBDA may require Grantee to retain records and accounts regarding the Project for five years from the date of grant closeout by providing written notice to Grantee prior to the expiration of the minimum retention period.

b. Audits.

i. Federal Audits. In addition to the Federal Audit Requirements set forth in Attachment I, NTIA, the DOC Office of Inspector General, or any other authorized Federal agency may conduct an audit of this grant at any time.

ii. State Audits and Record Inspection. At any time during normal business hours and as often as the PBDA requires, PBDA, DCED, the Governor's Office of Budget, the Office of State Inspector General, the Department of the Auditor General, or the Office of Attorney General may audit Grantee's compliance with this agreement and with federal BEAD programmatic requirements. Audits may include site visits to audit Project records and financial records and accounts concerning the Project, including, but not limited to, expenditures, invoices, receipts, financial records, subcontractor or any third-party agreements, documents and records concerns permits, pole attachment records, tests and reports in section 4 of Attachment C, compliance with any Mitigation Plan, and any other financial account or record regarding the Project.

iii. Audit Costs. Grantee shall be responsible for all audit costs if the audit determines fraudulent, false, or misleading reporting of Project records and accounts.

20. FEDERAL & STATE FRAUD PREVENTION

At all times during the Term:

- a. **Duty to Monitor.** Grantee shall monitor award activities and implement internal controls to prevent, detect, and report waste, fraud, and abuse in accordance with 2 CFR § 200.303. If Grantee detects any fraud schemes or any other suspicious activity, Grantee shall notify PBDA, the assigned NTIA Federal Program Officer, and DOC, Office of Inspector General Hotline, <https://www.oig.doc.gov/doc-oig-hotline-intro/>, as soon as possible.
- b. **Waste, Fraud or Abuse Hotline.** Grantee shall publicize (e.g. reference on Grantee's website, on its bills to its customers, or reference in service offerings) the Commonwealth's waste, fraud, and abuse hotline telephone number and website and advise the public to report suspected waste, fraud, and abuse regarding this BEAD grant to PBDA. Grantee shall also make this information available to its internal ethics office (or comparable entity). The waste, fraud, and abuse hotline is 1-833-343-4923 and PBDA's website is <https://broadband.pa.gov/broadband-equity-access-and-deployment-bead-program/>. Upon request, Grantee shall promptly provide copies of materials used for publication purposes to PBDA or NTIA, as applicable.
- c. **Required Disclosures.** Grantee shall promptly disclose any known or suspected violations of federal criminal law involving fraud, bribery, or gratuity violations, in accordance with 2 CFR § 200.113, and report certain civil, criminal, or administrative proceedings to SAM.gov. Grantee's failure to make required disclosures could result in the imposition of any of the remedies described in 2 CFR § 200.339 by PBDA, NTIA, DOC, or a combination of those entities.
- d. **Reporting.** If Grantee suspects fraud or mismanagement of federal funds, Grantee shall immediately report it to PBDA, NTIA Inspector General, and the U.S. Department of Commerce Office of Inspector General.

21. MONITORING AND ENFORCEMENT

- a. **Monitoring.** The Grantee shall comply with all monitoring processes required by PBDA and shall provide access to any information requested by PBDA for the Project. All Award Amounts received by Grantee are subject to the financial monitoring and reporting requirements set forth in 2 CFR Part 200, Subpart D, as applicable to the BEAD program. Grantee shall ensure that its subcontractors provide any information requested by PBDA and cooperate with the monitoring activities undertaken by PBDA. For avoidance of any doubt, at any time during the Term, PBDA may undertake one or more of the following measures:
 - i. Develop and revise as necessary risk assessments of the Project and Grantee to ensure the timely completion of the Project and Grantee's compliance with BEAD program requirements.
 - ii. Develop a Mitigation Plan and require Grantee to comply with the Mitigation Plan. Under any such Mitigation Plan Grantee shall have 30 calendar days, or a longer period as agreed by the parties in writing, to appropriately mitigate or cure any risks identified by PBDA in writing.

- iii. Conduct onsite inspections, desk audits, financial audits, and network performance testing and evaluations related to the Project and work performed under this agreement, upon advance notice to Grantee.
 - iv. Require Grantee, its subcontractors, any third party, or any combination of them, to respond to a written request by PBDA to produce documents or provide an explanation for the Grantee's action or inaction.
 - v. Require changes to the Project in accordance with revisions to the Project Budget or changes in scope of the Project in accordance with 2 CFR § 200.308 and this agreement.
 - vi. Impose SACs and monitor Grantee's compliance with SACs.
 - vii. Impose additional conditions or modify SACs in accordance with 2 CFR § 200.208.
 - viii. Monitor Grantee's compliance with applicable federal Executive Orders, report any potential violation to NTIA, and direct Grantee to stop work on potentially inconsistent activities pending NTIA's determination.
 - ix. Direct Grantee, in writing, to take corrective action(s) required to comply with any term or condition of this agreement.
- b. Enforcement.** PBDA shall provide Grantee 30 calendar days, or a longer period if authorized by PBDA in writing, to cure any noncompliance identified in a Mitigation Plan or otherwise identified by PBDA in writing. If, after the cure period, PBDA is not satisfied with Grantee's response or corrective action(s), PBDA may take any of the following actions or a combination of those actions:
- i. Impose additional SACs in accordance with section 10.
 - ii. Temporarily withhold some or all BEAD grant funds and reimbursements payable to Grantee pending Grantee's satisfactory correction of the ongoing deficiency or the conclusion of any enforcement action implemented by PBDA or NTIA.
 - iii. Suspend this agreement in accordance with section 22.
 - iv. Terminate the agreement in accordance with section 23.
 - v. Impose any other remedy or take other action available at law, including, but not limited to, imposing any remedy identified in 2 CFR § 200.339, and recommend the initiation of suspension or debarment proceedings by NTIA or DOC under 2 CFR Part 180 and DOC regulations.

22. SUSPENSION

- a. Notice of Suspension.** At any time during the Term, PBDA may suspend this agreement by providing written notice of suspension to Grantee. The date of the suspension must be set forth in the notice.
- b. Grounds for Suspension.** PBDA may suspend this agreement for any of the following reasons:
 - i.** Grantee's failure to initiate infrastructure deployment or Project activities in a timely manner.
 - ii.** Grantee's failure to deploy infrastructure or undertake Project activities in accordance with this agreement or federal BEAD program requirements.
 - iii.** Grantee's nonperformance of enforcement measures imposed by PBDA under section 21 of this agreement, including Grantee's failure to comply with a Mitigation Plan imposed by PBDA.
 - iv.** Grantee's failure to adhere to performance standards or network requirements, or failure to undertake performance testing as required by federal BEAD program requirements, set forth in this agreement in section 4 of Attachment C.
 - v.** Grantee's failure to meet any performance milestone(s) set forth in in Attachment C-1 and Attachment C-2 as applicable to Grantee, or requirements set forth in Attachment C-3, Attachments C-4 or C-5, as applicable to Grantee.
 - vi.** Grantee's violation of any applicable state or federal law, regulation, order, policy, or guidance.
 - vii.** Grantee's repeated failure to submit required reports on a timely basis or Grantee's submission of erroneous or fraudulent report set forth in Attachment D or any other report that may be required by PBDA.
 - viii.** Grantee's failure to comply with any identified audit exception.
 - ix.** Grantee's misuse of BEAD grant funds or undertaking of unauthorized Project activities.
 - x.** PBDA's receipt of a substantiated allegation of Grantee mismanagement from responsible public officials or private citizens.
 - xi.** Grantee malfeasance.
 - xii.** Criminal activity attributed to Grantee or its principals.
 - xiii.** When, in the opinion of PBDA, the Project activities cannot be continued in a manner that adequately fulfills the intent of the statute, regulations, guidance, orders, or policies applicable to the Project or this agreement due to an act of God, strike or disaster.

xiv. Grantee is suspended or debarred by another Commonwealth agency or governmental entity.

c. **Obligations During Suspension.** During the period of suspension, Grantee shall:

- i. suspend its Project activities; and
- ii. not expend any BEAD grant funds in its possession, except as expressly authorized pursuant to an order of a court of competent jurisdiction.

PBDA shall withhold payment to Grantee.

d. **Right to Cure.** PBDA may, in its sole discretion, permit Grantee to cure any default or other circumstance that is the basis for suspension of this agreement within a reasonable period of time. "Reasonable" means up to 30 calendar days or another timeframe as authorized by PBDA.

23. TERMINATION

a. **Termination for Convenience.** PBDA may terminate this agreement at any time for its convenience by providing 60 calendar days written notice of termination to the Grantee. If PBDA terminates for convenience, PBDA shall coordinate any required close out activities.

b. **Non-Appropriation.** If the BEAD funds are not appropriated or otherwise made available to PBDA to support the BEAD Program, PBDA may terminate this agreement by providing written notice of termination to Grantee. The termination will be effective on the date set forth in PBDA's notice.

c. **Termination for Cause.** PBDA may terminate this agreement for cause, including for any reasons stated in 2 CFR § 200.340(a). PBDA may, in its sole discretion, permit Grantee to cure any default within 30 calendar days or another timeframe authorized by PBDA.

d. **Reimbursement of Eligible Costs.** PBDA shall reimburse Grantee for any Eligible Project Costs incurred by Grantee prior to the effective date of the termination.

24. CLAW BACK REMEDIES

a. **PBDA Claw Back Remedies.** In addition to or in conjunction with any action taken by PBDA pursuant to sections 21, 22, and 23.c., PBDA may, at any time, claw back part or all of the grant funds, or offset grant funds from the remainder of the grant award, if PBDA determines that Grantee has failed to comply with any Material Provision. PBDA may require Grantee to repay up to the entire Award Amount. Match Amounts provided by Grantee and set forth in Attachment B will be excluded from any claw back.

b. **Repayment.** Grantee shall promptly repay any grant funds subject to claw back. If Grantee fails to promptly repay any grant funds subject to the claw back, PBDA may collect any unpaid amount from the security provided by Grantee pursuant to section 17.

- c. **NTIA Claw Back.** NTIA may pursue claw back of BEAD funds allocated to the PBDA. To the extent NTIA successfully pursues claw back from the PBDA, Grantee shall be liable for and shall reimburse PBDA an amount equal to the claw back imposed by NTIA. By executing this agreement, the Grantee acknowledges and expressly agrees that this provision is reasonable.

25. OTHER BROADBAND GRANTS

If Grantee, or a parent company or any affiliate of Grantee, provides or receives a notice of nonperformance or default regarding any other public or federal broadband grant program during the Term, Grantee shall provide a copy of the notice to PBDA within 15 calendar days of Grantee's receipt of the notice.

26. LITIGATION FILINGS AND NOTICES

If during the Term Grantee is served with a complaint or a pleading regarding an action in a state or federal court that could impact the ability of Grantee, or any parent or affiliate, to perform its obligations under this agreement or if Grantee, or any parent or affiliate, initiates an action or submits a notice to a state or federal administrative agency concerning a change in control of Grantee or its parent, Grantee shall notify PBDA within 15 calendar days of the receipt or filing of any complaint, pleading, action, or notice. Grantee shall provide copies of documents to PBDA upon request.

27. INSURANCE AND LIABILITY REQUIREMENTS

- a. **Liability Insurance.** Grantee's standard liability insurance policies must protect, or be endorsed to protect, the Commonwealth against all claims of bodily injury, property damage, or a combination thereof arising out of any activities performed by Grantee or its employees or agents under this agreement. These policies may not include any provision that limits the sovereign immunity of the Commonwealth or of its agents or employees. Upon PBDA's request, Grantee shall provide proof of insurance to PBDA.
- b. **Workers' Compensation Insurance.** Grantee shall provide workers' compensation insurance to its employees where required and shall be solely responsible for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this agreement.

28. NO COMMONWEALTH LIABILITY

Neither the Commonwealth nor any of its agencies shall be liable for any claims, damages, or liability arising out of, or related to, Grantee's activities, programs, or services funded, in whole or in part, under this agreement.

29. ASSIGNMENT, TRANSFER, COLLATERAL USE

Grantee shall not assign or transfer its rights or duties under this agreement without the prior written consent of PBDA and NTIA, except to the extent necessary to secure financing. Approval of any assignment does not establish any legal relationship between the Commonwealth or PBDA and any other third party, and under no circumstances is the Commonwealth liable for any act or omission committed pursuant to an assignment.

30. INDEPENDENT CONTRACTOR

Despite anything contained within this agreement to the contrary, the rights and duties granted to and assumed by Grantee are those of an independent contractor only. Nothing contained within this agreement creates an employment, agency, or partnership relationship between the parties.

31. INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this agreement may participate in any decision relating to this agreement that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. Nor may any officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this agreement or its proceeds. Grantee represents and warrants that Grantee (including directors, officers, members and employees of Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of activities required to be performed under this agreement. The Grantee further represents and warrants that no person having any interest will be employed in the performance of activities for this agreement.

32. CONFLICT OF INTEREST

An officer, director, or employee of Grantee who is a party to, or who has a private interest in, the Project or the Project Area, or this agreement itself, must disclose the nature and extent of the interest to the governing body of Grantee and may not vote on any action of Grantee concerning the Project or the Project Area, nor participate in the deliberations of Grantee concerning the Project or Project Area. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

33. SUBCONTRACTS AND OTHER AGREEMENTS

a. General Requirement

- i. Grantee shall be responsible for compliance with the requirements of this agreement and all federal and state laws and guidance for the BEAD program.
- ii. Grantee shall comply and shall ensure that each contractor or subcontractor, or any entity or third party that performs any function or obligation under this agreement, complies with all federal, state, and local laws, regulations, guidance, orders, and policies regarding the BEAD program, along with the terms and conditions of this agreement.

- b. **Collection of Information.** PBDA may collect from Grantee's contractor or subcontractor, or any entity or third party that performs any function or obligation under this agreement, information required by NTIA or applicable federal regulations, including budgets, plans, expenses, receipts, financial reports, and information concerning milestones at frequencies consistent with any such requirement.

- c. **Performance.** Grantee shall be solely responsible for the performance of Grantee's contractor or subcontractor, or any other entity or third party performing any work or obligation on behalf of Grantee under this agreement.
- d. **Automatic Disapproval.** If the subcontractor or third party that performs any function or obligation under this agreement is currently or becomes suspended or debarred by the Commonwealth or the federal government, the subcontractor or third party is automatically disapproved without a declaration from PBDA. In any event, Grantee shall be responsible for the quantity and quality of the performance of any of its subcontractors.
- e. **Required Subcontract Provisions**
 - i. All of Grantee's subcontracts must contain provisions of nondiscrimination/sexual harassment set forth in Attachment E and, where applicable, must contain the federal contracting provisions set forth in Attachment J. In addition, subcontracts or subgrants must include provisions permitting Grantee, PBDA, and the Commonwealth of Pennsylvania, to perform monitoring of that subcontract or subgrant in accordance with the IIJA, BEAD NOFO, and any NTIA policy or guidance regarding the BEAD program. Finally, all subcontracts involving the pass-through of grant funds to subrecipients must include the audit requirements set forth in Attachment I.
 - ii. Grantee shall ensure that audits of subcontractors or third parties are performed, if required, and for resolving any findings contained in the audit reports. Grantee shall return all costs deemed unallowable in the subcontract audit report to PBDA.

34. ACKNOWLEDGMENT OF FUNDING ASSISTANCE

- a. **Publications.** Any publication concerning the Project must acknowledge Commonwealth grant administration as follows: "This Project was financed in part by a grant from the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA), under the administration of the Commonwealth of Pennsylvania, Pennsylvania Broadband Development Authority (PBDA)".
- b. **Signs.** If Grantee erects signs in the Project Area, the signs acknowledging the Commonwealth's financial assistance or administrative participation shall be erected as soon as possible after the Effective Date. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

35. AMENDMENTS

Unless the change qualifies under section 2 of Attachment C, a properly executed amendment is required to change any provision in this agreement.

36. FORCE MAJEURE

- a. Force Majeure.** Neither party shall be held liable for any failure or delay in performing its obligations under this agreement if the failure or delay is caused by an event beyond the reasonable control of the affected party, provided the event is:
- i. unforeseeable, beyond the control of the affected party, and not due to fault or negligence;
 - ii. of a nature that materially prevents or impairs performance; and
 - iii. documented and reported in accordance with the notification requirements in 2 CFR § 200.329(c) (federal performance and reporting standards).
- b. Force Majeure Events.** Force majeure events may include, but are not limited to:
- i. Acts of God (e.g., hurricanes, earthquakes, floods, wildfires, or other major natural disasters, war, or terrorism), which do not include normal seasonal weather events that are typical in Pennsylvania;
 - ii. National or Regional Public Health Emergencies (e.g., pandemics, government-mandated quarantines);
 - iii. Supply Chain Disruptions (e.g., global shortages of fiber-optic cables, network equipment, or critical materials that impact BEAD-funded broadband deployment);
 - iv. Changes in Law, Federal Regulations, or Government Orders (e.g., modifications to Build America, Buy America (BABA) compliance under 2 CFR § 200.322, NTIA procurement rules, or new federal broadband mandates), but only to the extent timely compliance with the laws and requirements is impossible;
 - v. Infrastructure Failures and Cybersecurity Incidents (e.g., cyberattacks, electrical grid failures, or network outages that prevent broadband deployment); and
 - vi. Labor Strikes or Workforce Shortages (e.g., industry-wide labor disruptions preventing broadband construction, fiber installation, or necessary engineering approvals).
- c. Written Notice Requirement.** The affected party shall provide written notice to the other party within 10 business days of the occurrence of a Force Majeure Event that includes:
- i. a description of the event and its impact on the project timeline;
 - ii. a good faith estimate of the expected delay; and
 - iii. any proposed mitigation strategies to resume performance.

- d. Supporting Documentation.** To qualify for Force Majeure relief, Grantee shall submit appropriate documentation, including:
- i. government-issued disaster declarations (where applicable);
 - ii. manufacturer or supplier notices verifying material shortages; or
 - iii. evidence of federal regulatory changes affecting performance.
- e. Performance Extension and Relief.** If a Force Majeure Event delays project milestones, PBDA may, at its discretion:
- i. extend project deadlines under the performance period outlined in 2 CFR § 200.344;
 - ii. adjust milestone-based reimbursement schedules, provided costs are within guidance of 2 CFR Part 200, Subpart E; or
 - iii. request a waiver from NTIA if regulatory requirements prevent project continuation.
- f. Determination of Force Majeure.** PBDA may deny Force Majeure claims if:
- i. Grantee fails to timely provide requested documentation;
 - ii. the delay results from internal operational inefficiencies rather than external circumstances; or
 - iii. the claimed event does not qualify as a force majeure event under section 36.b. of this agreement.

37. INDEPENDENT PARTIES

Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting Grantee as the representative or general agent of PBDA, DCED, or the Commonwealth for any purpose whatsoever.

38. SURVIVAL

Grantee's obligations set forth in sections 2(b), 19, 24, and 27(b) of this agreement and sections 2, 7, and 8 of Attachment E will survive the expiration or termination of this agreement.

39. SEVERABILITY

The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.

40. NONWAIVER OF REMEDIES

- a. No Waiver.** No delay or failure of PBDA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as

a waiver by PBDA, DCED, or the Commonwealth of the provision or its right or remedy.

- b. No Custom.** PBDA at all times may enforce the provisions of this agreement in accordance with its terms, despite any conduct or custom on the part of PBDA in refraining from so doing at any time or times. The failure of PBDA at any time or times to enforce its rights under these provisions does not create a custom in any way or manner contrary to specific provisions of this agreement or as having in any way modified or waived the specific provisions.

41. NOTICES

Any notices submitted by Grantee under this agreement must be sent to PBDA through the BEAD RA Account at: ra-dcpbda_bead@pa.gov. Any notices submitted by PBDA under this agreement must be sent to persons identified on the escalation matrix provided by Grantee at section 10.d.

42. INTEGRATION AND MERGER

When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

43. COUNTERPARTS

This agreement may be executed and delivered in counterparts, all of which taken together will constitute a single instrument.

[SIGNATURES PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

Grantee's Name

Vendor Number Vendor Number

X By: [Signature Affixed Electronically – see last page]

X Title [Affixed Electronically – see last page]

X Date [Affixed Electronically – see last page]

X By: [Signature Affixed Electronically – see last page]

X Title [Affixed Electronically – see last page]

X Date [Affixed Electronically – see last page]

***The Authorized Representative signing this agreement on behalf of Grantee must have signature authority on behalf of all of Grantee's affiliates.**

PENNSYLVANIA BROADBAND DEVELOPMENT AUTHORITY

[Signature Affixed Electronically – see last page]

Brandon Carson
Executive Director

APPROVED AS TO FORM AND LEGALITY

[Signature Affixed Electronically – see last page]

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
OFFICE OF CHIEF COUNSEL

<<FORM PRE-APPROVAL # 4-FA-34.1>>

OFFICE OF GENERAL COUNSEL Date _____

<<FORM PRE-APPROVAL # 4-FA-34.1>>

OFFICE OF ATTORNEY GENERAL Date _____

Contract Number: Contract number

ALN # 11.035

Attachment A – PROJECT SPECIFICATIONS

DRAFT

Attachment B – PROJECT BUDGET

DRAFT

Attachment C – PBDA BEAD PROGRAM REQUIREMENTS

This Attachment C applies to all Grantees unless the provision expressly applies to LEO Capacity Grantees only or Terrestrial Grantees only. Capitalized terms used in this attachment that are not otherwise defined in these provisions have the meanings specified in the agreement.

1. BEAD LOCATIONS

- a. BSLs.** BSLs subject to this Project and approved by NTIA are set forth in section 6 of Attachment A.
- b. BSL Location Changes.** Any adjustments to locations set forth in section 6 of Attachment A, under any section of this agreement, must be documented with an amended Attachment A agreed to by the parties in writing.
- c. Equitable and Nondiscriminatory.** Grantee shall deploy facilities or reserve capacity to all BSLs in section 6 of Attachment A in an equitable and nondiscriminatory manner.
- d. FCC BDC Map.** BSLs are based upon available data and information from the FCC BDC map.
- e. Non-Serviceable Locations.** If at any time during the Deployment Period a BSL or a portion of a BSL listed in section 6 of Attachment A is demonstrated and determined to be non-serviceable (e.g., the location is uninhabited or is an uninhabitable structure, a garage, barn or a similar site), PBDA shall document the non-serviceable location(s) and shall endeavor to ensure that BEAD funds for the location(s) are redirected to BEAD-Eligible Locations to the greatest possible extent in conjunction with NTIA guidance and requirements.

2. MINOR PROJECT MODIFICATIONS

- a. Request for Minor Project Modifications.** Grantee may request or PBDA may require minor modifications to the Project at any time. Minor Project modifications include:
 - i.** a modification that is necessary because the location in section 6 of Attachment A is identified as non-serviceable.
 - ii.** a modification that adds or deletes BSLs if: (1) the changes in the aggregate do not exceed 3% of the Project's total BSLs in section 6 of Attachment A; and (2) the BSL location changes are not due to PBDA's exercise of any action or remedy under sections 21 through 24 of this agreement.
 - iii.** a modification that involves changes to the technology type, addressed in Attachment A, used for deployment (e.g., utilizing hybrid fiber-coax in lieu of fiber to enhance speed or latency).
 - iv.** a modification that moves a budget item in a sub-category to another sub-category in Attachment B, if the total Award Amount in Attachment A remains the same and the total Project Budget in Attachment B does not change.

- v. a modification that adjusts Grantee's Match Amount by either reducing or increasing that match percentage by less than 10%.
 - vi. a modification that enables changes to the executive approvals required by Grantee for amendments to this agreement.
- b. **Case-by-Case.** PBDA shall consider modifications on a case-by-case basis.
- c. **NTIA Approval.** All minor Project modifications are subject to NTIA approval or concurrence as addressed in section 2.f. of this Attachment C.
- d. **No Alterations.** Minor modifications to the Project may not alter the Award Amount or the total Project Budget in Attachment B.
- e. **Process.**
 - i. Grantee may submit a written request for minor Project modifications to PBDA. The request must set forth the specific change(s) to Attachment A or Attachment B sought by Grantee. PBDA shall promptly accept or reject the proposed modification in writing. Grantee shall not proceed with implementation of a minor Project modification without PBDA's written acceptance.
 - ii. PBDA may request Grantee to make a minor Project modification and may request Grantee to agree to the specific changes to Attachment A or Attachment B. Grantee shall promptly accept or reject the proposed modification in writing.
 - iii. All minor Project modifications must be consistent with federal law and regulations, NTIA GT&Cs, and all BEAD program requirements, policies, and guidance.
 - iv. All minor Project modifications will be set forth in amended Attachments A and B, as applicable, without the need to amend this agreement. All minor Project modifications are subject to the terms and conditions of this agreement. Minor Project modifications approved under this section do not modify Grantee's compliance with milestones required for reimbursement.
- f. **NTIA and NIST Approvals.**
 - i. To the extent a minor Project modification requires prior approval or concurrence from NTIA or NIST, or necessitates coordination with NTIA or NIST, PBDA shall coordinate with NTIA or NIST, as applicable, to obtain any required approvals. Grantee shall not implement any minor Project modification denied in whole or in part by NTIA or NIST.
 - ii. Section 2 of Attachment C must be read and interpreted as consistent with NTIA or NIST guidance concerning scope changes or budget modifications to BEAD-funded projects. If the provisions in section 2 of Attachment C appear inconsistent with any term or condition in guidance from NTIA or NIST, the provisions in guidance provided by NTIA and NIST take precedence.

3. ELIGIBLE PROJECT COSTS

a. Terrestrial. Grantee shall use the BEAD funds solely for the following Eligible Project Costs:

- i. physical improvements including, but not limited to, construction, improvement, or acquisition of facilities and telecommunications equipment required to provide broadband service, including infrastructure for backhaul, middle- and last-mile networks, and multi-tenant buildings;
- ii. long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use agreements;
- iii. deployment of internet and Wi-Fi infrastructure within an eligible multi-family residential building;
- iv. planning, design, engineering, permitting, and work related to environmental, historical, and cultural reviews, including permitting related to the National Environmental Policy Act, along with data collection, broadband mapping, and planning to the extent necessary to facilitate the goals and deliverables of the BEAD program;
- v. personnel costs, including, but not limited to, salaries and fringe benefits for staff and consultants providing services directly connected to the implementation of the BEAD program (such as project managers, program directors, and subject matter experts); and,
- vi. network software upgrades, including but not limited to cybersecurity solutions.

b. LEO Capacity. Grantee shall use BEAD funds solely for the following Eligible Project Costs:

- i. the reservation of capacity on a LEO satellite network for each location that meets the BEAD Program's performance and technical requirements;
- ii. necessary consumer premise equipment provided at no cost to the subscriber for up to 3 CPE provided per-BSL for new subscribers during the Extended Period of Performance; and
- iii. initial, non-recurring services (e.g., installation service) and equipment (e.g., consumer premise equipment) to ensure that initial non-recurring fees charged to the subscriber at a location covered by the LEO Capacity grant are comparable to those initial non-recurring fees charged to subscribers at locations in the state or territory served by terrestrial broadband technologies subsidized by the BEAD program.

c. Ineligible Costs. Grantee shall not use BEAD funds for any of the following purposes:

- i. non-deployment uses;
- ii. acquisition of spectrum licenses;
- iii. operating expenses other than grant administration costs;
- iv. short-term operating leases;
- v. payment of interest on principle for outstanding debt instruments, or other debt

service costs;

- vi. planning and mapping that does not result in deployment; or
- vii. support or opposition directly or indirectly collective bargaining.

d. **Federal Requirements.** Grantee shall comply with all federal requirements applicable to the BEAD program concerning reimbursable costs and processes, including, but not limited to, the BEAD Uniform Guidance Exceptions regarding reimbursements, the BEAD NOFO; and the DOC BEAD Financial General Terms and Conditions. A profit, fee, or other incremental charge above actual cost incurred by a Grantee or Subgrantee is not an allowable cost under this Program. NTIA GT&C Term 35.

e. **Pre-award Costs.** Pre-award costs are expenses incurred during the Contract Period of Performance prior to the Effective Date. In accordance with 2 CFR §200.458, PBDA shall review all pre-award costs submitted by Grantee in conjunction with federal regulations and any NTIA guidance. PBDA shall determine whether Grantee's pre-award costs are eligible Project Costs; however, PBDA's review and determination do not mean those pre-award costs are reimbursable. Pre-award costs incurred by the Grantee may be Eligible Project Costs, if Grantee submits documentation to PBDA demonstrating that:

- i. the costs were necessary to and directly arising from deployment readiness for the project; and
- ii. the costs were not billed or incurred due to delay in the BEAD program (i.e., billed or incurred during the time period between the end of BEAD Round One and the release of NTIA's RPN on June 6, 2025).

f. **Cost Eligibility and Reasonableness.** PBDA shall determine the eligibility of costs and expenses, including pre-award costs, for reimbursement in its sole discretion. At all times, PBDA reserves the right to ensure the reasonableness of costs.

4. PERFORMANCE STANDARDS AND NETWORK REQUIREMENTS

a. Grantee Obligations Regarding Performance and Network.

- i. Grantee shall deploy robust network infrastructure and conduct annual performance testing to ensure that the network can consistently meet or exceed required performance standards. *See*, NTIA Obligations for Subgrantees Deploying Network Projects, [BEAD Obligations for Subgrantees Deploying Network Projects.pdf](#).
- ii. Grantee shall meet all specific criteria and performance measurement standards, including speed, latency, reliability, capacity, and availability throughout the Deployment Period and Closeout for all BEAD grants as required by NTIA. *See*, NTIA Performance Measures Policy, September 19, 2025.
- iii. Grantee's BEAD-funded network in Pennsylvania must deliver the following, as measured by applicable NTIA requirements or guidance:

A. speeds of not less than 100 Mbps downloads and 20 Mbps uploads for BSLs;

B. speeds of not less than one Gigabit symmetrical for any CAIs; and,

- C. 95 percent of latency measurements during testing windows to fall at or below 100 milliseconds round trip time.

If Grantee committed to provide service at higher speeds or at stricter latency measurements, those commitments will be set forth in Attachment A. Grantee shall comply with the commitments set forth in Attachment A.

- iv. Grantee shall conduct and satisfy performance testing and measurements required by NTIA, as set forth in the BEAD NOFO and NTIA's Performance Measures Policy, or any subsequent NTIA policy or guidance regarding performance testing and measurements. If Grantee committed to minimum speeds, Grantee shall conduct and satisfy performance testing and measurements as to the minimum speed(s) committed to by Grantee and set forth in Attachment A.
 - A. Grantee shall create sample sets and conduct all performance testing on BSLs and BEAD-Eligible Locations in Pennsylvania, based on the technology and committed speed tier for Pennsylvania. Grantee shall not combine or aggregate Pennsylvania test results with test results from any other state.
 - B. Grantee shall perform the tests from the premises of an Active Subscriber to a remote test server at an end-point consistent with the requirements for an FCC-designated IXP.
 - C. If Grantee is utilizing a mix of technologies, as identified in Attachment A, Grantee shall conduct and satisfy performance testing and measurements applicable to each technology type and shall provide results of testing and measurements separately by each technology type.
 - D. Grantee shall not delete, trim, edit, or otherwise exclude any test measurements. If Grantee knows or suspects that the testing infrastructure has failed or has negatively impacted test results, Grantee shall submit the results and evidence of the test infrastructure failure with sufficiently detailed information to PBDA.
 - E. Grantee shall complete all speed and latency testing before PBDA's deadline for reporting performance measures testing results pursuant to applicable NTIA requirements and guidance. Separate sample sets are required for each combination of technology and committed speed tier. Grantee shall ensure that network transport is reliable even if the subgrantee does not own that portion of the network.
 - F. Grantee shall submit the results of all performance testing and measurements required or requested by PBDA in accordance with NTIA's Performance Measures Policy and this agreement.

- G. To the extent NTIA updates, modifies, or revises performance standards for BEAD-funded networks, Grantee shall conduct, complete, and comply with all updated, modified, or revised performance standards and requirements.
- v. PBDA may establish performance testing measurements, metrics, and benchmarks, along with monitoring measures and reporting requirements that Grantee shall utilize to demonstrate compliance with federal network and performance standards. Any such measurements, metrics, and benchmarks may not deviate from those set forth in NTIA's Policy Notice: Performance Measures for BEAD Last-Mile Networks or any subsequent NTIA standards, guidance and policy. Grantee shall comply with the performance testing measurements, metrics and benchmarks, along with monitoring measures and reporting requirements required by PBDA.
- b. **Network Availability.** NTIA adopted network availability as a metric for determining reliability in its Performance Measures Policy at: [BEAD Policy Notice: Performance Measures for BEAD Last-Mile Networks](#).
- i. In accordance with the requirements of NTIA's Performance Measures Policy set forth in section 3.13, network availability requires an annual uptime of 99.45 percent. Grantee shall comply with this requirement in accordance with performance testing and measurement obligations in NTIA's Performance Measures Policy throughout the Deployment Period, Extended Period of Performance, and Closeout.
- ii. Grantee shall ensure that outages on its BEAD-funded last-mile network in Pennsylvania do not exceed, on average, 48 hours over any 365-day period except in the case of natural disasters or other force majeure occurrence, the FCC's Disaster Information Reporting System activation periods, Federal Emergency Management Agency declared disasters, and standard maintenance windows as published by Grantee. Grantee shall retain records in compliance with this subsection and shall provide records to PBDA in reports submitted in Attachment D or upon PBDA's request.
- iii. Grantee shall report network outages exceeding the network availability requirement as part of Grantee's annual report and Grantee's final report prior to Closeout. Reporting is for all BEAD-funded locations and should include and identify the BSLs and BEAD-Eligible Locations exceeding the requirement along with an explanation for the outage.
- iv. Grantee shall compute the availability for the past 365 days preceding the submission of the performance report to PBDA. To allow for analysis, Grantee may choose a 365-day period that ends no more than 30 calendar days before the report submission.
- v. Grantee shall promptly provide, upon request of PBDA, additional details regarding locations not meeting the required availability threshold(s) for performance testing so long as the additional details required by PBDA are consistent with the provisions of the BEAD NOFO.

c. Network Performance Transparency.

- i. Grantee shall submit complete and timely performance measurement reports to PBDA in the substance and format prescribed by PBDA. PBDA shall not deviate from the requirements set forth in NTIA's Policy Notice: Performance Measures for BEAD Last-Mile Networks or subsequent NTIA standards, guidance and policy.
- ii. In performance measurement reports to PBDA, Grantee shall, at a minimum, document the methodology, standards, and parameters used to measure the performance of its BEAD-funded networks. This documentation must include information about software, systems, protocols, and standards used in testing to fully describe and validate the effectiveness of the process.
 - A. Grantee shall provide the documentation to PBDA with each data submission, including a change log of any material changes from the previous submission.
 - B. The measurement report must include an official certification of the accuracy of the information reported. The certification must be provided by a corporate officer of the Grantee or service provider with supervisory and budgetary authority over network operations in the relevant service area.
- iii. For each round of performance testing conducted, Grantee shall submit detailed per-location files to PBDA as required by applicable NTIA requirements or guidance.
- iv. Grantee shall publish on the network management practices page of its website, Grantee's testing methodology, standards, and parameters used, as well as aggregate testing results for each sample set tested.
- v. Grantee shall retain the measurement data and make it available for inspection by PBDA or NTIA.

d. Network Access.

- i. Throughout the Extended Period of Performance and Closeout for, a LEO Capacity Grantee, or the Federal Interest Period, for a Terrestrial Grantee, Grantee shall have a continuing obligation to provide access to broadband service to each customer served by the Project that desires service.
- ii. Consistent with 47 U.S.C. § 1702(h)(4)(E), 47 U.S.C. § 1702(h)(4)(H), and NTIA GT&C Term 33, if the Award Amount funds construction of middle mile infrastructure, Grantee shall deploy broadband infrastructure in or through any area required to reach interconnection points or otherwise to ensure the technical feasibility and financial sustainability of a project providing broadband service to an unserved location, underserved location, or eligible community anchor institution. If Grantee, at any time, is no longer able to provide broadband service to the end user locations covered by the agreement on a retail basis, Grantee shall take remedial action to ensure continuity of service. In consultation with NTIA, if Grantee is no longer able to provide broadband service to the locations covered by the agreement at any time, Grantee shall consult with NTIA and shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

e. Non-Compliance Reporting and Enforcement.

- i. Grantee shall report to PBDA any non-compliance with the obligations in NTIA's Performance Measures Policy within 15 calendar days of completing the applicable measurement cycle or failing to meet the availability benchmarks.
- ii. Grantee is non-compliant if it:
 - 1. fails to meet any of the four thresholds (i.e., download, upload, latency, or availability) for any of the applicable speed tiers and technologies.
 - 2. fails to use compliant testing methodology,
 - 3. fails to timely report measurement results, or
 - 4. fails to comply with any material provision in this section as determined by PBDA.
- iii. PBDA may impose measures and may undertake actions in accordance with sections 21 through 24 as a result of Grantee's non-compliance with this section.

5. MILESTONES AND REIMBURSEMENTS

a. Performance Milestones.

- i. The specific performance milestones and requirements for LEO Capacity Grantees are set forth in Attachment C-1.
- ii. The specific performance milestones and requirements for Terrestrial Grantees are set forth in Attachments C-2.
- iii. Grantee shall comply with performance milestones, enforceable as conditions of this agreement, to ensure that Grantee makes timely and necessary progress toward meeting Grantee's obligations under BEAD program requirements and this agreement.
- iv. PBDA may not deem the Project complete or closed out until Grantee has met all milestones and closeout activities to the satisfaction of PBDA. For the avoidance of doubt, PBDA's acceptance of the completion of individual milestones does not constitute completion of the Project in its entirety.
- v. PBDA may, following consultation with the NTIA and with the approval of the NTIA Assistant Secretary, extend the deadlines for milestones if PBDA determines that: (i) Grantee has a specific plan for use of the grant funds, with Project completion expected by a specific date not more than one year after the maximum four-year deployment deadline; (ii) the construction project is underway; or (iii) extenuating circumstances require an extension of time to allow the Project to be completed. There is no expectation that a waiver request submitted to NTIA will be granted by NTIA.

b. Disbursements and Reimbursements.

- i.** Grantee may request reimbursement for eligible Project costs actually incurred. Grantee shall provide an itemized financial breakdown (federal share, matching funds, and third-party contributions) for reimbursements. Grantee shall comply with 2 CFR Part 200, NTIA guidance and grant administration requirements, and NTIA's BEAD Uniform Guidance Exceptions regarding reimbursements.
- ii.** If Grantee has opted to provide an alternative performance bond under section 17.b.iii. of this agreement, Grantee shall remain subject to the requirement that reimbursements cannot cover more than 6 months of expenses.
- iii.** Grantee shall comply with Attachment F for payment and fiscal responsibilities, and reimbursements of actual, documented costs in accordance with Attachments C-1 and C-2, as applicable to Grantee.
- iv.** With each expense submitted to PBDA, Grantee shall sign a payment request form certifying that expenses were incurred in accordance with the scope of work approved by PBDA.
- v.** To be eligible for reimbursement of expenses, Grantee shall submit a request for reimbursement to PBDA, along with invoices and other supporting evidence as required or requested by PBDA, at the end of the month after Grantee asserts achievement of the applicable milestone. Grantee shall follow the processes and requirements in Attachment F, as those processes and requirements may be updated or modified by the Commonwealth.
- vi.** Grantee shall provide documentation in support of each reimbursement request to PBDA. Examples of documentation in support of reimbursement requests include, but are not limited to, the following:

 - A.** a report from Grantee's project accounting system, with a summary description or documentation of deliverables for the Project.
 - B.** completed and signed invoices along with back-up documentation. Grantee may utilize documentation of invoices from an electronic system to demonstrate reimbursements if PBDA approves of the documentation provided by Grantee.
 - C.** records tracking employee time for the Project. Employee time must be tracked separately from any other infrastructure or broadband funding projects.
 - D.** if applicable, a prevailing wage rate determination from the Pennsylvania Department of Labor and Industry if utilizing contracted labor.

E. a copy of the contract between Grantee and its subcontractor(s) or any third party with whom Grantee agrees to perform any function or obligation under this agreement. Grantee shall make a copy of any such contract available to PBDA upon PBDA's request.

F. certified payroll forms from Grantee or its contractor provided to PBDA.

vii. At any time, PBDA may request that Grantee provide additional documents or data regarding any reimbursement requests submitted by Grantee. Grantee shall provide any such additional documentation within 10 calendar days of PBDA's request. At any time, PBDA may conduct an onsite review or an audit of network operations, Grantee's performance under this agreement, and Project records before approving reimbursements and remitting payment.

viii. The type, quality, and sufficiency of documentation provided by Grantee for reimbursement requests will be solely determined by PBDA. PBDA shall not reimburse for unreasonable expenses or insufficient documentation of costs, questionable support, or costs disputed by PBDA.

6. RISK MANAGEMENT PLANS FOR INFRASTRUCTURE RELIABILITY AND RESILIENCY

a. **General.** Grantee shall comply with robust cybersecurity and supply chain risk best practices defined by NTIA for ensuring reliability and resilience of broadband infrastructure by establishing risk management plans that account for technology infrastructure reliability and resilience, including from natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable.

b. Risk Management Plans.

i. Grantee's cybersecurity plan must reflect the requirements of the National Institute of Standards and Technology Cybersecurity Framework, [National Institute of Standards and Technology \(NIST\) Framework for Improving Critical Infrastructure Cybersecurity](#), as may be updated or revised, as well as cybersecurity best practices, e.g., Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations, NIST 800-161 Rev.1 and Key Practices in Cyber Supply Chain Risk Management: Observations from Industry, NIST IR 8276, as identified in NTIA's June 2025 Policy, Notice, at footnote 15.

ii. Grantee shall comply with NTIA's requirements, guidance, and best practices for the Cybersecurity and Supply Chain Risk Management plans. See, e.g., NTIA's Obligations for Subgrantees Deploying Network Projects, at pages 12-13, available at: [BEAD Obligations for Subgrantees Deploying Network Projects.pdf](#). Upon PBDA's request, Grantee shall provide a copy of all risk management plans to PBDA.

iii. Concurrent with the execution of this agreement, Grantee shall provide to PBDA, in any form required by PBDA, two attestations regarding risk management plans in accordance with the requirements set forth in NTIA GT&C Term 34.

- c. **Third Party Facilities.** To the extent Grantee relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), Grantee shall obtain attestations in accordance with subsection b. iii., above, from its network provider(s) with respect to both cybersecurity and supply chain risk management practices.
- d. **Update Requirement.** If Grantee changes or updates its risk management plans, Grantee shall notify PBDA, in writing, of those changes within 30 calendar days of the change or update and shall provide a copy of Grantee's updated risk management plans.
- e. **Term.** Grantee shall maintain and comply with the risk management plans for infrastructure reliability and resiliency in accordance with federal law and requirements throughout the Extended Period of Performance and Closeout if Grantee is a LEO Capacity Grantee or throughout the Federal Interest Period if Grantee is a Terrestrial Grantees.
- f. **Additional Information.** PBDA may require additional information, certifications, and documents of Grantee regarding implementation of Grantee's risk management plans for infrastructure reliability and resiliency plans. Grantee shall provide the additional information, certifications, and documents requested by PBDA.

7. LOW-COST SERVICE OPTION (LCSO)

- a. Grantee shall offer Eligible Subscribers at least one LCSO meeting BEAD speed and performance criteria, as defined by applicable NTIA requirements or guidance, of:
 - i. Minimum speeds of 100 Mbps download and 20 Mbps upload; and,
 - ii. Latency of 100 milliseconds or less.
- b. Grantee shall make the LCSO available to Eligible Subscribers. Grantee is responsible for verifying the eligibility of LCSO subscribers and may ask potential subscribers to provide the same documentation used for Lifeline eligibility verification, in accordance with NTIA requirements or guidance.
- c. Grantee shall offer the LCSO throughout the Extended Period of Performance and Closeout if Grantee is a LEO Capacity Grantee or throughout the Federal Interest Period and Closeout if Grantee is a Terrestrial Grantee.
- d. Grantee shall make the LCSO available to all BEAD-Eligible Locations within the Project Area. Grantee is encouraged to make the LCSO available across its entire service territory.
- e. Grantee shall set the LCSO rate identified in Attachment A, along with the identification of any methodology to be used by Grantee to change to the LCSO rate over time.
- f. Grantee shall provide to PBDA written notice of any change, modification, or discontinuation of the LCSO at least 30 days in advance of the change, modification, or discontinuation.
- g. Grantee shall comply with NTIA's LCSO requirement, guidance and best practices set forth at page 10 of NTIA's Obligations for Subgrantees Deploying Network Projects, available at: [BEAD_Obligations_for_Subgrantees_Deploying_Network_Projects.pdf](#)
- h. At PBDA's request, Grantee shall provide documentation of Grantee's compliance with the service level for its LCSO offering(s) and shall include the number of total annual subscribers of Grantee's LCSO offering(s).

8. CUSTOMER PREMISES EQUIPMENT FOR LEO CAPACITY GRANTEES

- a.** Grantee shall provide all necessary CPE at no cost as part of the Standard Installation for each new subscriber at the BEAD-Eligible Location. Grantee shall provide CPE throughout the Extended Period of Performance.
- b.** PBDA shall deem Standard Installations complete upon confirmation that subscriber has self-installed the CPE or that CPE has been delivered and Grantee has made reasonable efforts to engage with subscriber to complete the self-install of the CPE within 10 business days of CPE delivery.
- c.** If a subscriber does not wish to self-install the CPE, Grantee shall provide third-party installation of the CPE and make reasonable efforts to arrange for installation of fully functioning service within 10 business days of the subscriber request.
- d.** If the same subscriber requests additional CPE after installation, Grantee may charge customary rates unless the request is made due to equipment malfunction or damage caused by a weather event.
- e.** The CPE obligation is limited to no more than three CPEs at the BEAD-funded location during the Deployment Period and the Extended Period of Performance.

9. CUSTOMER SERVICE AND CONSUMER PROTECTIONS

- a.** Grantee is ultimately responsible for customer service. This includes, but is not limited to, providing customer outreach, service activation, and ongoing customer support.
- b.** Grantee may designate a qualified network operator to undertake Grantee's end customer service obligations. Grantee shall maintain reasonable oversight of the network operator and shall ensure that processes are established and operational to effectuate reasonable oversight of the network operator. Grantee, at all times, retains control of the quality of the network and ultimate responsibility for service to the end customers.
- c.** Grantee shall provide, or ensure the provision of, a clear process for customers to initiate and manage service, either directly or through a subcontracted entity, and shall ensure timely and professional installation of all necessary equipment. Grantee shall coordinate provisioning and activation, manage customer communications, and ensure adequate installation support through trained contractors.
- d.** PBDA shall not be responsible for subsidizing or managing customer service and installation functions on behalf of the Grantee.
- e.** Throughout the Extended Period of Performance and Closeout if Grantee is a LEO Capacity Grantee or throughout the Federal Interest Period and Closeout if Grantee is a Terrestrial Grantee, Grantee shall ensure that broadband infrastructure deployed or improved with this Award Amount meets the following commitments to consumer protection and service:
 - i.** In accordance with section IV.C.2.c.iii of the BEAD NOFO, Grantee has a continuing

obligation to provide access to broadband service to each customer served by the Project that desires service during the Term.

- ii. In accordance with section IV.C.2.c.iv of the BEAD NOFO, Grantee shall conduct public awareness campaigns aimed at increasing broadband adoption in the area where BEAD funded networks are deployed. Public awareness campaigns must include details on the LCSO and must be conducted in a nondiscriminatory manner. Grantee shall utilize a variety of communications media (e.g., online and through other means) to conduct the required public awareness campaigns. PBDA may request that Grantee provide public notices, campaign or marketing materials, and data related to applications and locations to which broadband service has been provided.
- iii. Grantee shall provide public notice, online and through other means, of the availability of the network to individuals residing in the locations to which broadband service has been provided and share the public notice with PBDA. NTIA GT&C Term 32.

10. ENVIRONMENTAL AND HISTORIC PRESERVATION

- a. **Required NTIA NEPA approvals.** Except for limited permissible activities identified in section 13.E of NTIA's BEAD General Terms and Conditions, Grantee shall not initiate any BEAD funded implementation activities on the Project until Grantee has received required NTIA NEPA approval(s) for the Project.
- b. **Permitting Tool.** PBDA shall use NTIA tools, including the ArcGIS Pro Permitting and Environmental Information Tool (APPEIT) and the Environmental Screening and Permitting Tracking Tool ("ESAPTT") within the NTIA Grants Portal, to facilitate National Environmental Policy Act (NEPA) reviews and approvals and to evaluate and track NEPA milestone schedules and escalate Federal right-of-way permitting issues to NTIA for interagency resolution. Grantee shall provide on a timely basis information and documents needed for use of NTIA tools for the Project. Grantee shall assist PBDA in ensuring that the documentation is accurate and sufficient prior to transmittal to NTIA.
- c. **EHP Requirements and Permits.** Grantee shall ensure timely, complete, and accurate submission of all documents necessary to obtain review of Environmental and Historic Preservation ("EHP") requirements and permits, including but not limited to the following:
 - i. the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) (NEPA);
 - ii. section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 *et seq.*) (NHPA);
 - iii. section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*) (ESA);
 - iv. section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*) (CWA); and
 - v. other applicable federal, state, and local environmental laws and regulations.

- d. Statutory Deadlines.** Grantee shall ensure timely compliance with EHP requirements, including, but not limited to, applicable statutory deadlines as described in 42 U.S.C. 4336a(g).
- e. Grantee Schedule.** Grantee shall provide a milestone schedule identifying specific deadlines and describing how Grantee proposes to meet the timing requirements, including the completion of consultations, the completion of NEPA and section 106 reviews, and the submission of Environmental Assessments or Environmental Impact Statements.
- f. NHPA Section 106.** Grantee's obligation to comply with NHPA section 106 includes, but is not limited to:
- i.** providing notified tribes, if any, with information regarding grant-funded activities via their preferred communication means, as identified to NTIA, if applicable;
 - ii.** completing section 106 review of grant-funded activities, applying the Advisory on Historic Preservation (ACHP) Program Comment to Avoid Duplicative Reviews for Wireless Communications Facilities, Program Comment for Federal Communications Projects, and any other applicable program comment or program alternative, or following the ACHP rules at 36 CFR 800 Subpart B;
 - iii.** adhering to the provisions of the NTIA memorandum to SHPOs, Tribal Historic Preservation Officers (THPOs), and grant recipients authorizing recipients to initiate section 106 consultation for NTIA funded projects;
 - iv.** notifying NTIA of any tribal request for government-to-government consultation or any identification that a grant funded activity may impact a historic property or a property of religious or cultural significance to a tribe; and
 - v.** providing all consulting parties with the statutorily required time to respond to its determination of a grant funded activity's effect on historic properties.
- g. Pre-EHP Review Activities.** In accordance with section 3.e. of Attachment C, and in consultation with PBDA, Grantee may undertake limited permissible activities under NEPA to proceed using award funds prior to the completion of the EHP review process, including the following:
- i.** pre-construction planning, including collecting information necessary to complete environmental reviews;
 - ii.** applications for environmental permits;
 - iii.** studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
 - iv.** administrative costs;

- v. pre-award application costs;
 - vi. activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act; and
 - vii. limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so, the purchase of applicable or conditional insurance; or funds or a combination of those types of procurements used to secure land or building leases (including right-of-way easements).
- h. 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.
- i. Grantee shall notify PBDA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols.
 - ii. Grantee shall use an archaeologist who meets the U.S. Secretary of the Interior's Professional Qualification Standards to monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials.
 - iii. If any potential archeological resources or buried human remains are discovered during construction, the Grantee shall immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify NTIA and the interested SHPO, THPO, and any potentially affected tribes. Construction activities may not resume in the area without the prior written approval of NTIA.
- i. NTIA Policies and Guidance.** Grantee shall comply with all NTIA policies and guidance regarding EHP obligations.
- j. SACs and EHP Compliance.** Grantee's obligations to comply with EHP requirements may include utilizing additional EHP-focused SACs or other strategies to ensure proper and timely procedures and approvals are in place regarding the Project. Grantee shall maintain records sufficient to demonstrate compliance with EHP requirements and to provide these records to PBDA upon request.
- k. Scope Changes.** PBDA, with NTIA's consent, may approve requests for changes to the scope of the Project, technology, deployment methods, route, and infrastructure to comply with EHP requirements. As part of this approval process, PBDA, in conjunction with NTIA, shall determine if the requested changes trigger the need for additional EHP reviews for the Project. PBDA will notify Grantee if additional reviews are required. Grantee shall comply with any additional reviews required by PBDA.
- l. Monitoring.** Grantee shall continue to comply with the ongoing monitoring plan, updated monitoring plan, or any specific award conditions required by PBDA for the Project despite receipt of NEPA approval by NTIA for the Project.

- m. Reimbursement.** PBDA shall reimburse Grantee only for properly documented expenses for activities undertaken to comply with EHP requirements and only upon completion of the NEPA review process for the Project.

11. PERMITTING

- a. General Compliance.** Consistent with any relevant legal requirements and authorities:
 - i.** Grantee shall fully comply with all applicable federal, state, and local permitting laws, regulations, and requirements regarding the Project, including but not limited to, environmental reviews, rights-of-way acquisition, historic preservation, pole attachments, utility coordination, and construction permits.
 - ii.** PBDA shall take actions to streamline permitting processes pursuant to NTIA GT&C Term 13.D.
- vi. Planning.** Grantee is responsible for accounting for permitting timelines and compliance with applicable federal, state, and local permitting requirements in proposed Project planning, Project deployment and timeframes, Project milestones, and budget assumptions.
- vii. Reporting.** Grantee shall timely provide to PBDA detailed report(s) of its progress and updates to plans and assessments concerning its permitting activity and compliance, as addressed in this agreement or as requested by PBDA.
- viii. Enforcement.** Grantee's failure to secure appropriate permits or adhere to applicable permitting requirements may result in enforcement actions or remedies against Grantee.

12. PENNSYLVANIA ONE CALL AND POLE ATTACHMENTS

- a.** If performing excavation work, Grantee shall adhere to the Pennsylvania Underground Utility Line Protection Law (PA Act 287 of 1974, as amended by Act 50 of 2017), which requires notifying Pennsylvania One Call between three and ten business days prior to commencing excavation work.
- b.** For deployment of infrastructure involving pole attachments, Grantee shall use reasonable efforts to redress any pole attachment issues and shall endeavor to utilize any available dispute resolution processes for issues early in the Deployment Period. Grantee shall promptly notify PBDA of any emerging pole attachment issues.
- c.** The Pennsylvania Public Utility Commission (PA PUC) reverse preempted the FCC and established within the PA PUC an expedited process for pole attachment disputes (i.e., the Rapid Broadband Assessment Team, or RBAT). Grantee shall notify PBDA of any request submitted by Grantee for PA-RBAT review or assessment or any filing of a formal complaint with the PA PUC regarding pole attachments and the Project.

Attachment C-1: LEO CAPACITY PROJECT – MILESTONES

Attachment C-1 is not applicable.

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Attachment C-2: TERRESTRIAL PROJECT – MILESTONES

This Attachment C-2 applies to Terrestrial Grantees. Capitalized terms used in this attachment that are not otherwise defined in these provisions have the meanings specified in the agreement.

1. GENERAL

- a. Grantee shall conduct, complete, and comply with all BEAD performance standards and performance testing, shall promptly submit performance measurement reports to PBDA, and shall demonstrate to PBDA's satisfaction that the Project meets or exceeds all performance measurement requirements.
- b. At any time during any milestone, PBDA may conduct a separate evaluation or curing of: (a) any information provided by Grantee regarding milestone activities; and (b) Grantee's compliance with section 4 of Attachment C. The evaluation or curing may include Grantee's claimed installations and service subscriptions at BSLs and any CAIs, or BEAD-Eligible Locations, and Grantee's compliance with federal BEAD program obligations and this agreement. Reimbursements are contingent upon PBDA's successful completion of the evaluation or curing.
- c. At each Milestone, Grantee shall complete and timely submit certifications to PBDA in the form, content, and frequency as determined by PBDA in its sole discretion.
- d. Subject to PBDA's approval and in compliance with any NTIA requirements, Grantee may adjust the milestone activities and any required milestone documentation to enable flexibility in the planning and execution of permitting, pole attachment, and construction activities to timely complete the Estimated Project Schedule in Attachment A.
- e. To be eligible for reimbursements, Grantee shall comply with the requirements set forth in section 5.b. of Attachment C and shall demonstrate full and timely completion of all milestone activities and requirements to PBDA's satisfaction.
- f. Grantee shall not qualify for completion of a milestone or for reimbursement if there are outstanding monitoring and enforcement measures pursuant to section 21 of this agreement or if the agreement is subject to suspension pursuant to section 22, termination pursuant to section 23, or claw back pursuant to section 24 of this agreement.

2. MILESTONES AND REIMBURSEMENTS

a. Milestone 1 – Planning and Ordering (Maximum 20% of Award Amount).

- i. **Milestone Activities.** Grantee shall complete all activities in preparation for deployments to all Bead-Eligible Locations in Attachment A. Grantee shall complete the Project activities for Milestone 1, which include, but are not limited to, the following:

- A. Complete all planning for broadband deployment addressed in the Project Narrative in Attachment A, including completion of all design plans, a plan for pole attachment requests, and a plan for obtaining permits. If the Project involves laying fiber-optic cables or conduit underground or along roadway, Grantee's deployment plan for Milestone 1 must include a reasonable amount of conduit access point intervals at regular and short intervals.
- B. Order all necessary equipment for the initial construction phase and order 100% of any fiber required to be delivered for timely completion of the Project in accordance with the Estimated Project Schedule in Attachment A.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 1 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. receipts of project expenditures, e.g.: network design and engineering as well as equipment ordering receipts, and receipts for any pre-award costs;
- B. detailed network design plans;
- C. plan for pole attachments requests, if required;
- D. plan for obtaining permits, if required;
- E. BABA certification(s) completed for equipment orders, if required;
- F. project plan with equipment; and
- G. information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of 20% of the Award Amount after demonstrating to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 1.

b. Milestone 2 – Resource Readiness and Permits Submitted for 25% of Bead-Eligible Locations (Maximum Additional 10% of Award Amount).

i. **Milestone Activities.** Grantee shall prepare and submit to permitting authorities all necessary permit applications to enable deployment and construction of the network as set forth in the Project Narrative in Attachment A for at least 25% of Bead-Eligible Locations in Attachment A and shall secure labor resources sufficient to timely complete the Project in accordance with the Estimated Project Schedule in Attachment A. Grantee shall complete the Project activities for Milestone 2, which include, but are not limited to, the following:

- A. arranging for a sufficient complement of labor, and ensuring the labor resources have required training, to complete construction of the Project in accordance with the Project Narrative and Estimated Project Schedule at Attachment A;

- B. arranging for sufficient labor resources to comply with BEAD reporting requirements and audits;
- C. executing agreements with subcontractors and any third parties;
- D. submitting the required documentation and completing the process for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) (NEPA);
- E. maintaining and continuing to implement plans for obtaining permits and undertaking pole attachments;
- F. maintaining and continuing to implement a construction timeline consistent with the Estimated Project Timeline in Attachment A; and
- G. submitting at least 25% of all required permit applications for the Project and retain documents and information exchanged with relevant permitting authorities.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 2 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. Project expenditures not-yet-reimbursed;
- B. evidence of permit applications and pole attachment arrangements;
- C. evidence of sufficient labor resources to complete the Project in accordance with the Estimated Project Schedule in Attachment A; and
- D. Information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of an additional 10% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 2 and PBDA has accepted Grantee's NEPA documentation.

c. **Milestone 3 – Network Completion and Serviceable at 25% of BEAD-Eligible Locations (Maximum Additional 10% of Award Amount).**

- i. **Milestone Activities.** Grantee shall timely construct and complete network deployment as set forth in the Project Narrative in Attachment A for at least 25% of BEAD-Eligible Locations in accordance with the Estimated Project Schedule in Attachment A. Grantee

shall complete the Project activities for Milestone 3, which include, but are not limited to, the following:

- A. constructing and completing network deployment for at least 25% of BEAD-Eligible Locations;
- B. enabling at least 25% of BEAD-Eligible Locations serviceable, i.e enabling those locations operational and meeting performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- C. maintaining and continuing to implement a plan for obtaining permits and undertaking pole attachments, if required; and
- D. maintaining and continuing to implement a construction timeline for the remainder of the Project.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 3 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. Project expenditures not-yet-reimbursed;
- B. network diagrams, maps, or other documentation demonstrating completion of construction and network deployment to at least 25% of BEAD-Eligible Locations in Attachment A;
- C. evidence that at least 25% of BEAD-Eligible Locations are operational and that the network meets performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- D. evidence of permit applications and pole attachment arrangements, if required; and
- E. information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of an additional 10% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 3.

d. **Milestone 4 – Permits Submitted for 50% of BEAD-Eligible Locations (Maximum Additional 10% of Award Amount).**

i. **Milestone Activities.** Grantee shall prepare and submit to permitting authorities all necessary permit applications for an additional 25% of BEAD-Eligible Locations in Attachment A in accordance with the Estimated Project Schedule in Attachment A.

Grantee shall complete the Project activities for Milestone 4, which include, but are not limited to, the following:

- A. maintaining and continuing to implement a plan for obtaining permits and undertaking pole attachments, if required;
- B. maintaining and continuing to implement a construction timeline consistent with the Estimated Project Schedule in Attachment A; and
- C. submitting at least an additional 25% of all required permit applications for the Project and retain documents and information exchanged with relevant permitting authorities.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 4 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. Project expenditures not-yet-reimbursed;
- B. evidence of permit applications and pole attachment arrangements, if required; and
- C. information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of an additional 10% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 4.

e. **Milestone 5 – Network Completion and Serviceable at 50% of BEAD-Eligible Locations (Maximum Additional 20% of Award Amount).**

i. **Milestone Activities.** Grantee shall timely construct and complete network deployment as set forth in the Project Narrative in Attachment A for at least 50% of BEAD-Eligible Locations. Grantee shall complete the Project activities for Milestone 5, which include, but are not limited to, the following:

- A. constructing and completing network deployment for at least 50% of BEAD-Eligible Locations;
- B. enabling at least 50% of BEAD-Eligible Locations serviceable, i.e. enabling those locations operational and meeting performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- C. maintaining and continuing to implement a plan for obtaining permits and undertaking pole attachments, if required; and

- D. maintaining and continuing to implement a construction timeline for the Project consistent with the Estimated Project Schedule in Attachment A.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 5 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. Project expenditures not-yet-reimbursed;
- B. network diagrams, maps, or other documentation demonstrating completion of construction and network deployment to at least 50% of BEAD-Eligible Locations in Attachment A;
- C. evidence that at least 50% of BEAD-Eligible Locations are operational and that the network meets performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- D. evidence that Grantee spent 50% of the Grantee's Match Amount (identified in Attachment A) to complete this milestone;
- E. evidence of permit applications and pole attachment arrangements, if required; and
- F. information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of an additional 20% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 5.

f. Milestone 6 – Network Completion and Serviceable at 75% of BEAD-Eligible Locations (Maximum Additional 10% of Award Amount).

i. **Milestone Activities.** Grantee shall timely construct and complete network deployment as set forth in the Project Narrative in Attachment A for at least 75% of BEAD-Eligible Locations. Grantee shall complete the Project activities for Milestone 6, which include, but are not limited to, the following:

- A. constructing and completing network deployment for at least 75% of BEAD-Eligible Locations;
- B. enabling at least 75% of BEAD-Eligible Locations serviceable, i.e. enabling those locations operational and meeting performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- C. maintaining and continuing to implement a plan for obtaining permits and undertaking pole attachments, if required; and

D. maintaining and continuing to implement a construction timeline for the remainder of the Project.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 6 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. Project expenditures not-yet-reimbursed;
- B. network diagrams, maps, or other documentation demonstrating completion of construction and network deployment to at least 75% of BEAD-Eligible Locations in Attachment A;
- C. evidence that at least 75% of BEAD-Eligible Locations are operational and that the network meets performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- D. evidence of permit applications and pole attachment arrangements, if required; and
- E. information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of an additional 10% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 6.

g. **Milestone 7 – Network Completion and Serviceable at 100% of BEAD-Eligible Locations (Maximum Additional 10% of Award Amount).**

i. **Milestone Activities.** Grantee in a timely manner shall construct and complete network deployment as set forth in the Project Narrative in Attachment A for 100% of BEAD-Eligible Locations. Grantee shall complete the Project activities for Milestone 7, which include, but are not limited to, construction and completion of network deployment for 100% of the Project.

ii. **Demonstration of Milestone Activities.** Grantee shall submit reports on a timely basis as required under this agreement, certify disbursements, and provide information required or requested by PBDA detailing and fully documenting Milestone 7 activities. Grantee's documentation of milestone activities includes, but is not limited to, the following:

- A. Project expenditures not-yet-reimbursed;

- B. network diagrams, maps, or other documentation demonstrating completion of construction and network deployment for 100% of BEAD-Eligible Locations in Attachment A;
- C. evidence that 100% of BEAD-Eligible Locations are operational and that the network meets performance requirements for the BEAD program as required by NTIA policies or guidance and this agreement;
- D. evidence that Grantee spent 100% of the Grantee's Match Amount (identified in Attachment A) to complete this milestone; and
- E. information and other documents as requested by PBDA, which Grantee shall promptly provide.

iii. **Reimbursement Eligibility.** Grantee will be eligible to receive up to a maximum of an additional 10% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has fully completed the activities required for Milestone 7.

h. Milestone 8 – Final Report and Final Reimbursement (Maximum Final 10% of Award Amount).

- i. **Milestone Activities.** Grantee on a timely basis shall submit a final report and complete all closeout activities required by PBDA, NTIA, and this agreement.
- ii. **Demonstration of Milestone Activities.** Grantee shall timely submit the final report, any certifications, and any other information required or requested by PBDA detailing and fully documenting Milestone 8 activities in accordance with Attachment D.
- iii. **Reimbursement Eligibility.** Grantee will be eligible to receive the remaining maximum 10% of the Award Amount upon PBDA's determination that Grantee has complied with all PBDA and NTIA requirements for the BEAD program, including the completion of all closeout requirements and satisfactorily completing performance testing in accordance with NTIA requirements.

Attachment C-3: UNLICENSED FIXED WIRELESS MITIGATION STRATEGIES

This Attachment C-3 applies to Terrestrial Grantees utilizing Unlicensed Fixed Wireless (ULFW) technologies. Capitalized terms used in this Attachment that are not otherwise defined in these provisions have the meanings specified in the agreement.

1. Grantee utilizing ULFW technologies is a Terrestrial grant for purposes of this agreement.
2. To participate in the BEAD program, Grantee utilizing ULFW technologies set forth in its BEAD application mitigation strategies to address problems of interference from other Part 15 users, 47 CFR Part 15 (Radio Frequency Devices), that compete for the same spectrum.
3. Grantee shall implement, maintain, and upgrade those mitigation strategies for the Project throughout the Deployment Period, unless PBDA permits Grantee to modify the period over which the mitigation strategies shall be maintained.
4. PBDA may at any time approve and request modifications to the mitigation strategies in the event of network or service performance issues.
5. During the Term, Grantee shall comply with any changes in law, regulations, policies, directives, guidance, and requirements concerning ULFW technologies, mitigation strategies, and the BEAD program.

Attachment C-4: OVERBUILD AFFIDAVIT

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Attachment D – PBDA BEAD REPORTING AND CLOSEOUT REQUIREMENTS

This Attachment D applies to all Grantees. Capitalized terms used in this attachment that are not otherwise defined in these provisions have the meanings specified in the agreement.

1. GENERAL

a. Reporting Compliance.

Grantee shall timely submit accurate and complete progress reports and any supporting documents in the form and quantity as PBDA may require in accordance with 2 CFR Part 200, NTIA guidance and BEAD grant requirements, PBDA BEAD Program Guidelines, and this agreement. Grantee shall comply with section VII.E. of the BEAD NOFO, as modified by the NTIA BEAD RPN, to track the effectiveness of Grantee's use of the Award Amount and Grantee's compliance with this agreement. The timely submission of accurate and complete reports enhances grant program transparency, facilitates thorough review by PBDA, and ensures compliance with federal BEAD program requirements and any state law or requirement.

b. Reporting Parameters.

- i. Grantee shall maintain sufficient control over subcontractors to ensure Grantee's ability to provide timely, accurate, and complete reports.
- ii. For avoidance of any doubt, PBDA shall determine the number, frequency, form, and content of progress reports and any follow-up information. PBDA may reasonably modify those requirements from time to time at its sole discretion.
- iii. PBDA may request supporting documentation or information for any Grantee representations made in the required reports, including, but not limited to, status reports of the Project, Project account statements, certificates or certifications, approvals, proposed or revised budgets and financial information, invoices, copies of contracts (executed and proposed), employment placements, follow-up reports, and any other information that may be requested by PBDA.

2. MONTHLY PROGRESS REPORTS

- a. **Frequency.** Grantee shall timely submit monthly progress reports by close of business on the tenth business day following the end of each month during the Deployment Period. Unless otherwise authorized by PBDA, the requirement for Grantee to submit monthly progress reports will commence within 60 calendar days after the Effective Date of this agreement and will end upon Project completion and Closeout. If the Grantee is a LEO Capacity Grantee, Grantee's obligation to provide monthly progress reports ceases at the end of the Deployment Period and Grantee shall provide quarterly progress reports throughout the Extended Period of Performance.
- b. **Substance.** For the initial monthly progress report and continuing thereafter, unless modified by PBDA, Grantee shall report on the following matters:
 - i. **Project Progress Update.** Grantee shall include a summary of deployment progress and related activities, along with supporting documentation and descriptions demonstrating

the work undertaken or completed during the reporting period. The monthly progress report must track with the required milestones, and must include, at a minimum, the following:

- A. location status;
 - B. serviceability;
 - C. NEPA and permit updates (including any right-of-way fees, permit fees, or franchise fees paid to a local government, state government, railroad, private entity, or person in connection with the Project);
 - D. total funds expended to date;
 - E. budget modifications;
 - F. match expended;
 - G. disbursements requested;
 - H. aerial and buried miles constructed to date (Terrestrial Projects only);
 - I. permitting issues, escalations, and any delays; and
 - J. number of Active Subscribers for all BEAD-Eligible Locations.
- ii. **Challenges and Risks.** Grantee shall describe any delays, obstacles, and mitigation strategies, such as updates on permitting, material sourcing, pole attachments and make ready status.
 - iii. **Changes to Corporate Structure or Management.** Grantee shall report any changes or anticipated changes in Grantee's corporate structure, ownership, management, or key personnel.
 - iv. **Additional Information.** PBDA may request additional information, including items that are required for the semi-annual progress reports.
- c. **Supplemental Information.** At any time, PBDA may require Grantee to provide the following information with supporting documents regarding monthly reports. The reporting information may include the following:
- i. **Milestone Progress Report.** Grantee shall report on the status of each phase of the Project, including percentage completion, impact on milestones, any challenges regarding deployment, milestones, permitting, performance and network standards addressed in section 4 of Attachment C of this agreement, and any impact on future timelines for completion of the Project.
 - ii. **Broadband Network Deployment Metrics.** Grantee shall report broadband network deployment metrics, including, but not limited to, the following as applicable to Grantee:

- A. miles of fiber deployed;
- B. infrastructure deployed or utilized;
- C. capacity added and Subscribers added;
- D. number of locations passed and premises activated; and
- E. number of any CAIs connected.

iii. Infrastructure Testing Reporting. Grantee shall report on infrastructure testing, including, but not limited to, the following:

- A. test results verifying speed and latency requirements, as addressed in this agreement and federal requirements.
- B. timely reporting with FCC BDC requirements, or any successor broadband data requirements.

iv. Specific Award Conditions Reporting. Grantee shall report the status of any SAC, including, but not limited to, a summary of any changes, updates, delays, or issues regarding SACs.

v. Mitigation Plan Reporting. Grantee shall report on any Mitigation Plan, including, but not limited to, a summary of any changes, updates, delays, or issues regarding any Mitigation Plan imposed by PBDA.

vi. BEAD Program Requirements or Other Reporting. Grantee shall report on any other BEAD program requirement, as necessary, including, but not limited, to the following:

- A. a summary of Grantee's compliance with any federal BEAD programmatic requirement or guidance, this agreement, and any federal or state law or requirement; and
- B. a summary of status of the following BEAD requirements:
 1. LOCs or Performance Bonds;
 2. risk management plans;
 3. cybersecurity plan, including the occurrence over the past quarter of any incidents, data breaches, or unauthorized network access;
 4. LCSO, including broadband adoption and market penetration, and marketing efforts to promote the LCSO;
 5. customer installations, including costs of installations;
 6. customer service;

7. service marketing;
8. environmental and historic preservation; and
9. permitting.

3. SEMIANNUAL PROGRESS REPORTS

- a. **Frequency.** Grantee shall timely submit semiannual progress reports to PBDA on or before January 10th and July 10th of each year, unless otherwise directed or approved by PBDA in writing. Submission of the semiannual reports will commence on January 10, Click or tap to enter a date. and will end upon Project completion and Closeout, unless otherwise authorized by PBDA.
- b. **Substance.** For the initial semiannual performance report and continuing throughout the Deployment Period, if Grantee is a Terrestrial Grantee, or the Extended Period of Performance, if Grantee is a LEO Capacity Grantee, unless modified by PBDA, Grantee shall, at a minimum:
 - i. **For all Grantees:**
 - A. provide a list of addresses or location identifications (including the BSL fabric established under 47 U.S.C. § 642(b)(1)(B)) for service locations to be served by the Project and a summary of the Project;
 - B. identify any new locations served within the Project Area at the relevant reporting intervals, and service subscriptions activated or taken (if applicable);
 - C. identify whether each address or location is residential, commercial, or a CAI, if applicable;
 - D. describe the types of facilities or capacity obtained, constructed, and installed during the reporting period.
 - E. report on the following:
 1. expected allocation of total Award Amounts for each eligible use as defined in the BEAD NOFO;
 2. construction, improvement, and/or acquisition of facilities and telecommunications equipment required to provide qualifying broadband service, including infrastructure for backhaul, middle and last-mile networks, and multi-tenant buildings;
 3. long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use (IRU) agreements;
 4. deployment of internet and Wi-Fi infrastructure within an eligible multi-family residential building;
 5. engineering design, permitting, and work related to environmental historical, and cultural reviews;

6. personnel costs, including salaries and fringe benefits for staff and consultants providing services directly connected to the implementation of the BEAD Program (such as project managers, program directors, and subject matter experts);
 7. network software upgrades, including, but not limited to, cybersecurity solutions;
 8. jobs created; and
 9. jobs retained.
- F.** describe activities planned and undertaken to meet NTIA's Performance Measure Policy Notice, including network reliability requirements (addressed in section 4 of Attachment C, as of the reporting period end date;
- G.** describe for services provided (if any during reporting period):
1. peak and off-peak actual speeds of the broadband service being offered;
 2. maximum advertised speed of the broadband service being offered; and
 3. non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered.
- H.** include any other data that would be required to comply with the data and mapping collection standards of the FCC under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects; and
- I.** provide, if applicable:
- a. certification or report of compliance with Pennsylvania prevailing wage rates, under the Pennsylvania Prevailing Wage Act (43 P.S. §§ 165-1 – 165-17); and
 - b. certification of compliance with Build America, Buy America Act (BABA), the Secure and Trusted Communications Networks Act of 2019; and the National Defense Authorization Act of 2019, and other federal laws and BEAD programmatic requirements required or requested by PBDA.

ii. Additional Requirements for LEO Capacity Grantees:

- A.** number of Service Installations and status of any certifications to initiate broadband service to BEAD-Eligible Locations in the Project Area within 10 business days of a request;
- B.** number of Subscribers as of the end of the reporting period date; and
- C.** number of CPEs shipped to BEAD-Eligible Locations for the Project during the reporting period.

4. ANNUAL REPORTS AND PERFORMANCE MEASURES REPORTING

a. General.

- i. Grantee shall submit to PBDA during the Term annual progress reports for the Project that include information required by PBDA, NTIA, federal law, regulations, or other federal BEAD requirements, policy, or guidance. The annual progress reports will be in the form and content required by PBDA.
 - ii. Grantee shall conduct and satisfy performance testing and measurements as set forth in the BEAD NOFO and NTIA Performance Measures Policy Notice, or any subsequent NTIA policy or guidance regarding performance testing and measurements.
- b. **Performance Testing Requirements.** Grantee shall begin conducting BEAD-funded network performance testing in accordance with NTIA requirements.
- c. **Annual Random Testing.** Grantee shall annually conduct performance testing in accordance with NTIA requirements.
- d. **Reporting to NTIA.** PBDA shall report performance measures outcomes annually to NTIA for the period of July 1st through December 31st by the following January 30th. PBDA shall notify Grantee, in writing, of the due date for Grantee's submission of the annual performance measures report, allowing time for testing, review, and analysis of performance measures data and inclusion of results in reporting submitted to NTIA by January 30th following the reporting period.
- e. **Final Performance Measures.** Grantee shall submit its final performance measures report to PBDA by the due date for the final report, as PBDA determines, and prior to Closeout.

5. REPORTING ENFORCEMENT

- a. **Failure to Report.** If Grantee fails to furnish the reports or information as required by this attachment or as requested by PBDA, PBDA may immediately suspend BEAD payments under section 22 of this agreement until the reports and information are submitted by Grantee to PBDA's satisfaction.
- b. **Enforcement Remedies.** For repeated noncompliance with the reporting requirements, PBDA, in its sole discretion, may undertake monitoring or enforcement measures pursuant to section 21 of the agreement, may terminate the agreement in accordance with section 23 of this agreement, or may seek claw back measures as addressed in section 24.
- c. **False or Misleading.** If PBDA finds that Grantee provided false or misleading reporting:
- i. PBDA may refer the matter to the NTIA Office of Inspector General (OIG) for investigation;
 - ii. Grantee may be subject to federal enforcement actions, disqualification from future funding, and repayment of all BEAD funds; and,
 - iii. PBDA in its sole discretion may terminate this agreement under section 23, may seek claw back measures under section 24, and may take any other action available at law.

6. PROJECT CERTIFICATION AND FINAL REPORTS

- a. **Project Certification.** Grantee shall submit an affidavit of project certification attesting: (i) that the broadband infrastructure has been fully deployed and placed in service; and (ii) that speed and latency thresholds are being met at all Project locations, with location-based speed test documentation provided in accordance with NTIA's requirements. If the speed tests do not reflect the required upload and download speeds and latency, PBDA may compel the Grantee to return the Award Amount attributable to the underperforming location or seek other remedies available to it under this agreement or law.
- b. **Final Project Completion Reporting.** Upon Project completion and prior to initiating Closeout, Grantee shall provide:
 - i. certification of project completion and full network deployment;
 - ii. final financial expenditure report, including documentation as requested by PBDA;
 - iii. certification of LCSO;
 - iv. affidavit of compliance with this agreement;
 - v. federal interest certification for BEAD-funded assets and infrastructure;
 - vi. final performance measures report; and
 - vii. any additional report, certification, affidavit, document, or information requested by PBDA or NTIA.
- c. **Final Payment.** PBDA shall release the final 10% of the Award Amount upon Project completion and PBDA's review and acceptance of Grantee's final Project Completion documentation required in this subsection.

7. GRANT CLOSEOUT

- a. **Terrestrial Grantees.** Terrestrial Grantees shall initiate grant closeout under 2 CFR § 200.344 only after the Deployment Period and only after PBDA notifies Grantee, in writing, that it has satisfied all state and federal program and reporting requirements. Grantee shall timely complete all Closeout requirements and submit a final compliance certificate within 90 calendar days after PBDA determines Grantee completed the final milestone for the Project.
- b. **LEO Capacity Grantees.** LEO Capacity Grantees shall initiate grant closeout under 2 CFR § 200.344 only after PBDA accepts Grantee's certification that it has made service available to all locations within the BSAs for the Project at the end of the Extended Period of Performance and only after PBDA notifies Grantee, in writing, that it has satisfied all state and federal program and reporting requirements. Grantee shall timely complete all closeout requirements and shall submit a final compliance certificate within 90 calendar days after expiration of the 10-year period following the date upon which PBDA accepted Grantee's certification that it began providing broadband service.

Attachment E - COMMONWEALTH STANDARD TERMS AND CONDITIONS - GRANT
VERSION (REVISED - 10/1/2023)

This Attachment E applies to all Grantees.

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
- i.** in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii.** in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii.** in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - iv.** in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

- a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

- iv. Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. Grantee Responsibilities. During the term of this agreement, the Grantee shall:

- i.** maintain the highest standards of honesty and integrity.
- ii.** take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii.** establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv.** not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v.** not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi.** comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii.** comply with the requirements of section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii.** immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:

- i.** reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii.** cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii.** upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

f. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

a. Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. Contractor Representations.

- i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs

that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

- ii. Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. Survival.** The Grantee's obligations contained in this section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>
- b. Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a.** Construction Workplace Misclassification Act;
- b.** Employment of Minors Child Labor Act;
- c.** Minimum Wage Act;
- d.** Prevailing Wage Act;
- e.** Equal Pay Law;
- f.** Employer to Pay Employment Medical Examination Fee Act;
- g.** Seasonal Farm Labor Act;
- h.** Wage Payment and Collection Law;
- i.** Industrial Homework Law;
- j.** Construction Industry Employee Verification Act;
- k.** Act 102: Prohibition on Excessive Overtime in Healthcare;
- l.** Apprenticeship and Training Act; and
- m.** Inspection of Employment Records Law.

Attachment F – PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

This Attachment F applies to all Grantees. Capitalized terms used in this attachment that are not otherwise defined in these provisions have the meanings specified in the agreement.

1. PAYMENT OF ELIGIBLE PROJECT COSTS AND INVOICING

- a.** PBDA shall pay Grantee for Eligible Project Costs as follows:
 - i.** Subject to the availability of federal funds and the terms and conditions of this agreement, PBDA shall reimburse Grantee based upon PBDA's determination of the Grantee's needs for the Project, the eligibility of costs for the Project, and in accordance with Grantee's successful undertaking of milestones and performance standards for the deployment or improvement of infrastructure in accordance with this agreement and Attachment A and Attachment B.
 - ii.** Under no circumstances shall the Commonwealth or PBDA be liable for any expenditure exceeding the Award Amount in this agreement or amendments to this agreement.
 - iii.** PBDA shall not reimburse Grantee for any expenditure made by Grantee that is not in accordance with the terms and conditions of this agreement or with federal BEAD programmatic requirements or guidance.
 - iv.** Grantee shall submit invoices, in a form and frequency approved by PBDA, and supporting documentation in accordance with the Milestones and Disbursements provisions of Attachment C-1 if Grantee is a LEO Capacity Grantee and the Milestones and Reimbursement provisions of Attachment C-2 if the Grantee is a Terrestrial Grantee.
- b.** PBDA may pay Grantee for eligible Project costs at intervals as determined by PBDA.
- c.** PBDA may delay reimbursement of funds until Grantee provides sufficient documentation of costs, Project status (including reports and invoices for the Project), evidence of compliance with laws, regulations, and requirements for the Project, geospatial data, or other Project information as determined by PBDA.
- d.** Reimbursements to Grantee will not exceed 90 percent of the total Award Amount prior to Grantee's submittal of the required final report and any other information required by this agreement or as requested by PBDA.

2. CONDITIONS FOR PAYMENT

- a.** Grant payments under this agreement are conditioned upon the completion of terms and conditions of this agreement.
- b.** Costs allocated to program administration are limited to those set forth in the Budget or as otherwise revised in accordance with the section 35 of this agreement.
- c.** Payment by the Commonwealth and all other terms of this agreement are subject to the effect of federal budgeting and any federal deficit reduction legislation.

3. PROJECT ACCOUNT

- a. The Grantee is not required to establish and maintain separate depository accounts for funds received pursuant to this agreement. However, the Grantee must be able to account for the receipt, obligation and expenditure of funds received pursuant to this agreement through a generally accepted accounting system (the "Project Account"), with associated supporting documentation. (2 CFR § 200.305(b)(9)). The Grantee shall charge to the Project Account all approved costs of the Project.
- b. If the Grantee receives an advance payment of funds pursuant to this agreement, the Grantee shall deposit and maintain the advance payment of funds received pursuant to this agreement in insured accounts whenever possible.

4. CONDITIONS FOR REPAYMENT OF GRANT FUNDS

a. Misuse or Failure to Use Funds.

- i. The Grantee shall use the funds received under this agreement to carry out the Project in accordance with the terms of this agreement. If after any part of the funds have been paid to Grantee and Grantee fails to carry out the Project activities, Grantee shall repay these funds to PBDA.
- ii. If the Grantee does not use all or a portion of the funds paid under the terms of this agreement for purposes of and in accordance with this agreement, the Grantee shall be liable to PBDA for the amount of funds unused or improperly used and shall return the funds to PBDA.

b. Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act. In the event:

- i. Grantee knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth; and
- ii. Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth,

Grantee shall, in accordance with instructions to be provided by PBDA, repay all grant funds received by the Grantee from PBDA pursuant to this agreement.

Attachment G - PENNSYLVANIA PREVAILING WAGE ACT & LABOR AND EMPLOYMENT

This Attachment G applies to Terrestrial Grantees.

1. PENNSYLVANIA PREVAILING WAGE ACT

- a. The Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 – 165-17, applies to BEAD grant funded infrastructure projects if contracted labor is used.
- b. If utilizing contracted labor, Grantee shall include applicable prevailing wage rates and wage classifications, as set by Pennsylvania Department of Labor & Industry (“L&I”), Bureau of Labor Law Compliance in all BEAD infrastructure bid documents, specifications, and construction contracts pertaining to the Project. The Davis Bacon Act does not apply to the BEAD program in Pennsylvania.
- c. Grantee shall identify the specific wage rates and classifications applicable to its awarded locations.
- d. For any Project with an expected total cost of more than \$25,000, Grantee shall submit certifications of compliance with the Pennsylvania Prevailing Wage Act to PBDA on a timely basis and on a cadence as determined by PBDA. PBDA may audit Grantee’s records and performance of compliance with these provisions.
- e. For any Project with an expected total cost of more than \$25,000, Grantee shall, prior to utilizing contract labor, do the following:
 - i. register the Project with L&I;
 - ii. obtain a determination sheet from L&I and provide a copy of the determination sheet to PBDA;
 - iii. obtain payroll certifications from L&I and provide copies of payroll certifications to PBDA;
 - iv. submit to PBDA payroll certificates with each reimbursement request involving contracted labor; and
 - v. satisfy any additional prevailing wage requirements required of Grantee or requested by PBDA or NTIA.
- f. Grantee shall maintain sufficient and accurate records to comply with Pennsylvania’s Prevailing Wage Act.
- g. PBDA may at any time require Grantee to provide documents in support of Grantee’s compliance with Pennsylvania’s Prevailing Wage Act. Grantee shall promptly provide any additional information to PBDA upon its request.

2. OTHER LABOR AND EMPLOYMENT REQUIREMENTS

Grantee shall, and Grantee shall ensure that its subcontractor(s), comply with all federal and Pennsylvania labor and employment laws.

Attachment H – CERTIFICATION PROTECTING BEAD PROGRAM FROM DEFAULTS

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Attachment I – FEDERAL AUDIT REQUIREMENTS

This Attachment I applies to all Grantees.

1. AUDIT CLAUSE FOR FEDERAL GRANTS (MANAGEMENT DIRECTIVE 325.9 (5)(C))

- a.** The Grantee must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation for federal and state grants, and any amendment to any other applicable law or regulation for federal and state grants that may be enacted or promulgated by the federal government.
- b.** If the Grantee is a local government or non-profit organization that expends \$1,000,000 or more in federal awards during its fiscal year, the Grantee is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.
- c.** If the Grantee expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).
- d.** If the Grantee is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the Grantor is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the Grantor. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

2. ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE (MANAGEMENT DIRECTIVE 325.9 (5)(C))

- a.** In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F (2 CFR Part 200, Subpart F – Audit Requirements (Subpart F))*.
- b.** In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

3. SUBMISSION OF THE AUDIT REPORT (MANAGEMENT DIRECTIVE 325.9 (5)(C))

The Grantee must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, including the elements outlined in *Subpart F*.

4. SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION (MANAGEMENT DIRECTIVE 325.9 (5)(C))

The Grantee must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

5. AUDIT OVERSIGHT PROVISIONS (MANAGEMENT DIRECTIVE 325.9 (5)(C))

- a.** The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- b.** The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any additional audit work will rely on work already performed by the Grantee's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Grantee.
- c.** Audit Documentation and audit reports must be retained by the Grantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the Grantee's auditor is notified in writing by the Commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

6. PROJECT CLOSEOUT PROCEDURES

The submission of a single audit does not exempt the Grantee from complying with Project closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the Project after termination of Project activities.

Attachment J -- FEDERAL CONTRACTING PROVISIONS

This Attachment J applies to all Grantees.

1. CIVIL RIGHTS COMPLIANCE

- a.** The Grantee shall comply with the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Grantee may not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with the following authorities:
 - i.** Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d-1 et. seq.) and related regulations (31 CFR Part 22), which provide that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance.
 - ii.** Section 504 of the Rehabilitation Act of 1973 (section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794, which provide that no otherwise qualified individual with a disability in the United States as defined in section 7(20) [29 USCS § 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - iii.** Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
 - iv.** Pennsylvania Human Relations Act of October 27, 1957, P.L. 744, (43 P.S. 951-963) which provides that no employee, applicant for employment, independent contractor, or any other person shall be discriminated against because of race, color, religious creed, ancestry, national origin, age, or sex.
- b.** The Grantee will be required to provide a narrative describing its compliance with Title VI.

2. HATCH ACT

The Grantee will comply with applicable provisions of the Hatch Act, P.L. 85-554 (5 U.S.C 1501 et seq.).

3. CONFLICT OF INTEREST

The Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. (2 CFR 200.112).

4. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT PROVISIONS

a. Registration and Identification Information

- i.** The Grantee must maintain a current full registration in the System for Award Management (“SAM”) (www.sam.gov) at all times during which the Grantee has active federal awards funded pursuant to this agreement. Grantee shall not enter into any subcontracts without confirming that the subgrantee is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov.
- ii.** A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. The Grantee must provide its UEI to the Commonwealth along with the signed agreement.

b. Primary Location

- i.** The Grantee must provide to the Commonwealth the primary location of performance under the grant award, including the city, State, and zip+4. If performance is to occur in multiple locations, then the Grantee must list the location where the most amount of the grant award is to be expended pursuant to this agreement.
- ii.** The Grantee must provide this information to the Commonwealth along with the Grantee’s return of the signed agreement. The Commonwealth will not process this agreement until the Grantee provides this information.

c. Compensation of Officers

- i.** The Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if:
 - A.** The entity in the preceding fiscal year received:
 - (1)** 80 percent or more of its annual gross revenues in Federal awards; and
 - (2)** \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B.** The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- ii.** If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
- iii.** The Grantee must provide information responding to these provisions along with the Grantee’s return of the signed agreement. The Commonwealth will not process this agreement until the Grantee provides the information.
- iv.** The Grantee must resubmit this information to the Grantor each time the total amount of funds available under this agreement increases or decreases.

5. REQUIRED PROVISIONS IN FEDERAL CONTRACTS (2 CFR § 327)

Not all provisions will apply to all programs and their application is dependent on the requirements of the federal program under which this agreement is executed.

a. Remedies for Breach of Contract

Contracts for more than the simplified acquisition threshold (currently \$250,000.00), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and found at 48 CFR Subpart 2.101, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate. (2 CFR 200 Appendix II (A)).

b. Termination Provision

For all contracts in excess of \$ 10,000, the Grantee must address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. (2 CFR 200 Appendix II (B)).

c. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR 200 Appendix II (C)).

d. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#))

Where applicable, all contracts awarded by the Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (2 CFR 200 Appendix II (E)).

e. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2

(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal awarding agency. (2 CFR 200 Appendix II (F)).

f. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. (2 CFR 200 Appendix II (G)).

g. Debarment And Suspension (Executive Orders 12549 And 12689)

A contract award (*See*, 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200 Appendix II (H)).

h. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the non-Federal award. (2 CFR 200 Appendix II (I)).

i. Procurement of Recovered Materials

If the Grantee is an agency of a political subdivision of the Commonwealth of Pennsylvania, the Grantee and its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 CFR 200 Appendix II (J)) and (2 CFR 200.323).

j. Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment

Grantee and its subcontractors are prohibited from obligating or expending grant funds for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The definition of “covered telecommunication equipment” is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities). More detailed information is available at 2 CFR 200.216. (2 CFR 200 Appendix II (K)) and (2 CFR 200.216).

k. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products: means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (2 CFR 200.322)(2 CFR 200 Appendix II (L)) and (2 CFR 200.322).