

BROADBAND EQUITY, ACCESS, AND DEPLOYMENT GRANT AGREEMENT

This Agreement is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Broadband Development Authority (“Authority” or “PBDA”) with its principal offices located at 400 North St. Ste 4, Harrisburg, PA 17120, and

«Grantee»
«Address1»
«City» «State» «Zip»

("Grantee").

The Authority is an independent agency of the Pennsylvania Department of Community and Economic Development as established under the Act of December 22, 2021 (P.L. 459, No. 96), 64 Pa. C.S. § 6101 *et seq.*

The Authority is the designated eligible entity of federal broadband grant funds within the Commonwealth of Pennsylvania and is responsible for creating a statewide broadband plan and for distributing federal grants from the U.S. Department of Commerce, National Telecommunications and Information Administration (“NTIA”), 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 (“BEAD”) 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) (“IIJA”), also known as the Bipartisan Infrastructure Law, 47 U.S.C. § 1701, *et seq.*, and is implemented in accordance with NTIA regulations and all related policies and guidance, including NTIA Policy Notice dated June 6, 2025.

Grantee submitted an application to PBDA for BEAD grants to support Grantee’s broadband infrastructure project, representing to the Authority that it has the technical, financial, and managerial capacity to implement the Project in compliance with federal and state laws, the Authority’s BEAD program guidelines, and applicable state and federal regulatory requirements.

The Authority approved Grantee’s application for the planning, construction, timely completion, and deployment of its broadband infrastructure project. The Authority also sent Grantee a commitment letter and this Agreement, requiring Grantee to electronically sign and return the Agreement to PBDA within 30 days of the date of the commitment letter or the offer may be withdrawn by PBDA.

The Authority and Grantee (collectively “Parties”) wish to enter into this Agreement to establish the terms and conditions governing the disbursement and use of BEAD grant funds, to ensure compliance with all applicable laws, regulations and requirements, including programmatic, fiscal, and reporting requirements, and to set forth the rights, obligations, and responsibilities of each Party. The terms of this Agreement and all attachments expressly incorporated herein, together will be referred to as the “Agreement.”

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Authority and the Grantee agree as follows:

1. AMOUNT OF AWARD

- a. Subject to the terms of this Agreement, the Authority hereby awards up to \$_____ (Award Amount) in BEAD funds to the Grantee to support the timely initiation and completion of deployment of broadband infrastructure and grant funded activities in accordance with the requirements and conditions of this Agreement for the Project described in **Attachment A**, within the Project Budget in **Attachment B**, and in accordance with the BEAD program Specific Conditions in **Attachment C** and **Attachment C-1** or **C-2** as applicable.
- b. Grantee must use any Award Amounts solely for allowable purposes as set forth in the IIJA and BEAD program requirements to carry out the Project.
- c. Grantee must use any Award Amounts in an equitable and nondiscriminatory manner.
- d. The Authority shall have no obligation to pay Grantee any amount under this Agreement that exceeds the Award Amount. The Award Amount will not increase if Grantee exceeds the total costs set forth in the Project Budget at **Attachment B**.

2. THE PROJECT

- a. The term the “Project” refers to the timely initiation and completion of deployment of broadband infrastructure and grant funded activities set forth in this Agreement and **Attachment A**, within the Project Budget in **Attachment B**, and in accordance with the BEAD program Specific Conditions in **Attachment C** and **Attachment C-1** or **C-2** as applicable.
- b. Grantee represents and agrees that it is financially qualified to meet the obligations associated with the Project.

3. TERM

The term of this Agreement will commence on the date of the last Commonwealth signature (“Effective Date”) and will end on ___[insert]___ (“Term”), unless sooner terminated pursuant to the terms of this Agreement. This Agreement is not binding in any way, nor will the Commonwealth or the Authority be bound, until this Agreement has been fully executed and sent to the Grantee.

4. CONTRACT PERIOD OF PERFORMANCE

The Contract Period of Performance commences on ___[insert]___ and ends on ___[insert]___ (“Contract Period of Performance”). The Grantee shall utilize grant funds received pursuant to this Agreement to pay for eligible expenses and costs incurred by the Grantee for the Project during the Contract Period of Performance to carry out the infrastructure deployment and grant funded activities described in this Agreement and **Attachment A**, within the Project Budget in **Attachment B**, in accordance with the BEAD program Specific Conditions in **Attachment C** and **Attachment C-1** or **C-2** as applicable.

5. DUTIES OF GRANTEE

The Grantee must:

- a. Perform the infrastructure deployment and requirements of the Project in accordance with the milestones in this Agreement and as described in **Attachment A**.
- b. Adhere to the Project Budget as set forth in **Attachment B**.
- c. Comply with BEAD program Specific Conditions set forth in **Attachment C**, and:
 - i. If applicable to Grantee, comply with BEAD conditions for Low Earth Orbit (“LEO”) capacity grants in **Attachment C-1**.
 - ii. If applicable to Grantee, comply with BEAD conditions for Unlicensed Fixed Wireless (ULFW) providers in **Attachment C-2** and **Attachment C-3**.
- d. Comply with the specific Project reporting requirements set forth in **Attachment D**.
- e. Complete the Broadband Location Template provided in **Attachment E** for reporting.
- f. Complete the Broadband Infrastructure Template provided in **Attachment F** for reporting.
- g. Comply with federal audit requirements set forth in **Attachment G**. References to Grantor in these provisions are to PBDA.
- h. Comply with the federal contracting provisions set forth in **Attachment H**. References to Grantor in these provisions are to PBDA.
- i. Comply with the Commonwealth contracting provisions set forth in **Attachment I**.
- j. Comply with the payment provisions and fiscal responsibilities set forth in **Attachment J**.
- k. Comply with the representations and warranties included in Grantee’s overbuild affidavit, included as **Attachment K**.
- l. Comply with the Pennsylvania Prevailing Wage Act and Labor and Employment laws, set forth in **Attachment L**. And,
- m. Comply with Uniform Guidance Exceptions, including as addressed in **Attachment M**.

All Attachments referenced in this Agreement are expressly incorporated herein by reference.

6. DEPLOYMENT PERIOD AND PERFORMANCE TIMEFRAMES

a. Four-Year Maximum Deployment Period.

- i. Projects funded by BEAD must reach substantial project completion no later than four years after the Effective Date of this Agreement. Substantial completion occurs when the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users for broadband infrastructure grants and making service available to all locations within the Project Area. At substantial completion, service operations and management systems infrastructure must be operational.
- ii. For LEO capacity grants, the maximum 4-year deployment period ends when Grantee certifies to PBDA in writing that it has made service available to all locations within the Project Area.
- iii. For all other broadband infrastructure grants, the maximum 4-year deployment period ends when the grant is closed out under 2 CFR § 200.344.
- iv. Speed to Deployment. PBDA may award BEAD funds based upon a commitment from Grantee to provision service by a date certain that is earlier than the four-year deployment period, a “Speed to Deployment” obligation. The Speed to Deployment obligation is identified in **Attachment A**. If Grantee is subject to a Speed to Deployment requirement, then it must deploy all planned broadband network and related activities for the Project and must be able to perform standard installations for each customer that desires broadband services within the Project Area not later than four years after the date on which Grantee receives the subgrant from PBDA. *See* NTIA June Policy Notice at pg. 11.
- v. Standard installation 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. Grantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by the BEAD Program.
- vi. Grantee may request extension(s) of the four-year deployment period and the Speed to Deployment period to the extent the request is submitted reasonably in advance of the end of the deployment period and Grantee demonstrates, to PBDA’s satisfaction and in PBDA’s sole discretion, that factors outside of its control directly impact the Project and will cause delay(s) to the Project’s delivery timelines. The request shall be submitted to PBDA and will be subject to NTIA approval.

b. 10-Year Federal or Extended Performance Period.

Grantee shall maintain broadband service in accordance with federal BEAD program requirements throughout a 10-year period. The 10-year period will:

- i. Commence for LEO capacity grants when the Grantee certifies in writing to PBDA that it has made service available to all locations within the Project Area and end when the grant is closed out under 2 CFR §200.344, referred to in NTIA's June 2025 Policy Notice as the Extended Period of Performance applicable to LEO capacity grants.
 - ii. Commence for all other all other broadband infrastructure grants when the grant is closed out under 2 CFR § 200.344 and end December 31 of the tenth year after the year in which Grantee certifies in writing to PBDA that it began providing broadband service, referred to in NTIA's June 2025 Policy Notice as the Federal Interest Period. For example, for a grant closed out in 2027, regardless of the month, the Federal Interest Period will last until December 31, 2037.
- c. Grantee expressly agrees that the provisions set forth in paragraphs 14-17 of this Agreement are just and reasonable in the event of default or noncompliance with the deployment requirements of this Agreement.

7. REIMBURSEMENTS AND PERFORMANCE MILESTONES

a. General requirements.

i. **For all BEAD grants except LEO capacity grants:** PBDA will operate the BEAD program as a fixed amount subaward and will require submission of evidence of costs for incremental reimbursements of actual, documented costs demonstrating Grantee's compliance with performance milestones. Funds will be distributed through a reimbursement and milestone-based process. Grantee must satisfy each performance milestone and fully document reimbursement requests to the satisfaction of PBDA, as addressed in subparagraphs 7.b. and 7.c below.

ii. For all BEAD grants, including LEO capacity grants:

- A. Grantee agrees that it possesses sufficient financial resources to cover Project costs as estimated in **Attachment B**.
- B. Grantee agrees that 10% of the Award Amount will be held in reserve and released upon Project completion and PBDA's acceptance of Grantee's final report, or as determined by PBDA at the time of contracting with Grantee.
- C. Grantee expressly agrees the enforcement provisions set forth in paragraphs 14-17 of this Agreement are just and reasonable in the event of default or noncompliance of the milestone requirements in this Agreement.

b. Reimbursement.

- i. This grant is a fixed amount subaward pursuant to the fixed amount subaward structure detailed in NTIA's Uniform Guidance Policy Notice, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The Uniform Guidance Policy Notice is incorporated by reference into this Agreement. (See [Tailoring the Application of the Uniform Guidance to the BEAD Program](#)) See also, **Attachment M**.
- ii. 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). Grantee shall comply with NTIA's Guidance and Exceptions.
- iii. Grantee shall comply with **Attachment J** for payment and fiscal responsibilities and incremental reimbursements of actual, documented costs upon completion of milestones as addressed in the Agreement.
- iv. With each expense submitted to PBDA, Grantee must sign a payment request form certifying that expenses were incurred in accordance with the scope of work approved by the Authority.
- v. Grantee shall submit a request for reimbursement to PBDA, along with invoices and other supporting evidence as requested by PBDA or for processing with the Commonwealth. The request shall be submitted at the end of the month after Grantee asserts achievement of the applicable milestone. Grantee shall follow the processes and requirements in **Attachment J**.
- vi. To be eligible for reimbursement of costs, Grantee shall submit or have readily available all of the following minimum level of documentation with any reimbursement request submitted to PBDA:
 - A. A report from Grantee's project accounting system, with a summary description of significant deliverables for the Project.
 - B. Completed and signed invoices along with back up documentation.
 - C. A prevailing wage rate determination from the Pennsylvania Department of Labor and Industry, if utilizing contracted labor.
 - D. A copy of the contract between Grantee and its subcontractor(s) to be made available upon request of PBDA.
 - E. Certified payroll forms from the contractor to be made available upon request of PBDA.

vii. Grantee shall provide additional documentation and financial information within 10 calendar days of a request. At any time, PBDA may conduct an audit before approving reimbursements and remitting payment.

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

c. Performance Milestones.

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

- i.** Grantee shall complete planning for broadband deployment, including completion of all design plans and ordering of necessary facilities, as outlined in the Scope of Work in **Attachment A**.
- ii.** Grantee shall be able to receive up to a maximum of 20% of the Award Amount after fully demonstrating to PBDA's satisfaction that Grantee completed Milestone 1.
- iii.** Grantee must demonstrate its compliance with Milestone 1 by fully completing and submitting reports as addressed in **Attachment D** and undertaking measurements and providing full documentation of milestone activities, including but not limited to the following:
 - A.** Receipts of project expenditures, e.g.: network design and engineering as well as equipment ordering receipts.
 - B.** Detailed network design plans and make ready requests.
 - C.** Pole surveys completed and BABA certification (BEAD) for equipment orders. And,
 - D.** Project plan with detailed update on equipment delivery times.

Milestone 2 – Permitting and Resource Readiness (Max. 20% of Award Amount)

- i.** Grantee shall obtain all permits necessary for broadband infrastructure deployment and the procurement of resource readiness to support the deployment of broadband infrastructure as outlined in the Scope of Work in **Attachment A**.
- ii.** Grantee shall be able to receive up to a maximum of 20% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has completed Milestone 2.

- iii. Grantee shall demonstrate its compliance with Milestone 2 by fully completing and submitting reports as addressed in **Attachment D** and undertaking measurements and providing full documentation of milestone activities, including but not limited to the following:
 - A. Project expenditures not-yet-reimbursed.
 - B. Documentation of permits obtained so far enable construction for at least 75% of the Project locations.
 - C. Documentation that construction has started in one project location. And,
 - D. Documentation that Grantee has sufficient and trained workforce for the Project.

Milestone 3 – Network 50% Complete (Max. 20% of Award Amount)

- i. Grantee shall demonstrate its compliance with Milestone 3 by providing documents and information proving that 50% of deployment of network infrastructure has been completed, as outlined in the Scope of Work in **Attachment A**.
- ii. Grantee shall be able to receive up to a maximum of 20% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has completed Milestone 3.
- iii. Grantee shall demonstrate its compliance with Milestone 3 by fully completing and submitting reports as addressed in **Attachment D** and undertaking measurements and providing full documentation of milestone activities, including but not limited to the following:
 - A. Project expenditures not-yet-reimbursed.
 - B. Documentation that distribution points to serve 50% of project locations are operational and the network meets performance requirements.
 - C. Documentation that Grantee spent at least half of the Grantee's match amount (identified in **Attachment A**) to complete this milestone.
- iv. At any time, PBDA may conduct separate evaluation of network completion and performance requirements.

Milestone 4 – Network Complete & Community Anchor Institutions (“CAIs”) Connected (Max. 30% of Award Amount)

- i. Grantee shall demonstrate its compliance with Milestone 4 by providing documents and information proving that all network deployment has been completed and all CAIs are connected, as outlined in **Attachment A**.

- ii. Grantee shall be able to receive up to a maximum of 30% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has completed Milestone 4.
- iii. Grantee shall demonstrate compliance with Milestone 4 by fully completing and submitting reports as addressed in **Attachment D** and undertaking measurements and providing full documentation of milestone activities, including but not limited to the following:
 - A. Project expenditures not-yet-reimbursed.
 - B. Documentation that distribution points to serve every project location are operational and the network meets performance requirements.
 - C. Documentation that all CAIs in the project have an operational network connection, unless the CAI refuses service. And,
 - D. Documentation that Grantee spent its remaining match amount (identified in **Attachment A**) to complete this milestone.
- iv. At any time, PBDA may conduct separate evaluation of network completion and performance requirements.

Milestone 5 – Final Report (Max. 10% of Award Amount)

- i. Grantee shall demonstrate its compliance with Milestone 5 by submittal of a complete Final Report by Grantee and PBDA's acceptance of the Final Report.
- ii. Grantee shall be able to receive up to a maximum of 10% of the Award Amount upon demonstration to PBDA's satisfaction that Grantee has completed Milestone 5.
- iii. Grantee shall demonstrate compliance with Milestone 5 by fully completing and submitting reports as addressed in **Attachment D** and undertaking measurements and providing full documentation of milestone activities, including but not limited to the following:
 - A. Grantee has launched commercial service for the entire Project Area.
 - B. Grantee makes available and promotes its low-cost service option (LCSO).
 - C. Customers have subscribed and end points meet network performance requirements.
 - D. Grantee has satisfied all obligations in this Agreement, including Attachments. And,
 - E. Documentation that all project locations are served by the network (can obtain service within 10 days of ordering).

8. PERFORMANCE STANDARDS & TESTING REQUIREMENTS

a. Performance Standards.

- i.** Grantee shall deploy broadband infrastructure that meets or exceeds the BEAD minimum speed requirement of 100 Mbps download / 20 Mbps upload, as established by 47 U.S.C. § 1702(h)(4)(A).
- ii.** The network shall provide latency of less than 100 milliseconds and maintain 99.9% uptime, except for scheduled maintenance or force majeure events.
- iii.** Grantee shall conduct quarterly performance testing and submit to PBDA the results in the form of quarterly reports to demonstrate compliance with service-level requirements.

b. Performance Testing Requirements.

- i.** Grantee shall be responsible for conducting performance testing required by NTIA, or to be required by NTIA, to ensure compliance with applicable program standards.
- ii.** All costs associated with such testing shall be borne by Grantee.

9. BROADBAND MAPPING AND COMPLIANCE

- a.** Grantee shall report all new broadband service locations to the FCC Broadband Data Collection (BDC) System to ensure accurate mapping of broadband availability.
- b.** Grantee shall submit GIS-based service availability maps to PBDA on a quarterly basis, showing network expansion and covered households.
- c.** PBDA reserves the right to publish broadband coverage data submitted by Grantee, in accordance with state and federal transparency requirements.

10. MATCHING FUNDS

- a.** The total Project cost and the Grantee's match amount for the Project are set forth in **Attachment A** and are listed in **Attachment B**.
- b.** If total costs are less than the amounts set forth in **Attachments A and B**, then Grantee's dollar match amount will be proportionately reduced.

11. RECORDS AND ACCOUNTS

- a.** The Grantee shall create, maintain, and preserve accurate and complete records and accounts, including but not limited to invoices, data, spreadsheets, reports, documents, correspondence and other evidence, regardless of format, as pertaining to the Project and activities covered by this Agreement. Regarding all records and accounts, Grantee

shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200. Grantee must ensure adequate control over parties involved in the Project to ensure Grantee's ability to create, maintain, and preserve accurate and complete records and accounts.

- b. Grantee of LEO capacity BEAD grants shall retain and maintain financial records, program records, and accounts for a period of five years. *See also*, Appendix C of NTIA's June 2025 Policy.
- c. Grantee shall provide access to all Project records, as well as the ability to inspect all work, invoices, materials, and other relevant Project records and accounts at reasonable times and places. Upon request from PBDA, grantees must furnish all data, reports, contracts, documents, regardless of format, and other information relevant to the Project.
- d. At any time during normal business hours and as often as the Authority deems necessary, the Grantee shall make available for inspection by the Authority, the Commonwealth Auditor General, the Commonwealth Attorney General, the Federal awarding agency, 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 the Authority to audit, examine and make copies of the records.

12. FINAL REPORT AND EXPENDITURE OF FUNDS

a. Expenditure of Funds

- i. Ten percent of the Award Amount will be reserved until a final report and an affidavit are submitted by Grantee and accepted by the Authority.
- ii. All funds must be expended by _____, which is the end date of the Contract Period of Performance.

b. Final Report

- i. Grantee shall provide a final report three months after the grant is closed out under 2 CFR § 200.344. The final report will outline the activities that took place during the Project, what facilities were installed and their service capabilities, total costs for the project, and include a map detailing the location of infrastructure and equipment that was installed.
- ii. Upon completion of the Project and in addition to the final report, the Grantee must submit an affidavit of Project Certification, (b) attesting that the broadband infrastructure has been fully deployed and placed in service; and (b) stating that speed thresholds are being met at the Project location, as well as location-based speed test documentation. The Authority, or its successors or assigns, reserves the right to conduct location-based speed tests at locations to be served through this grant program. If the speed tests do not reflect the upload and download speeds committed to under this

program, the Authority reserves the right to compel refunds of awarded funds.

- iii. The final 10% of grant funds will be held in reserve and released upon Project completion and PBDA's acceptance of Grantee's final report, or as determined by PBDA at the time of contracting with Grantee.

13. FEDERAL & STATE FRAUD PREVENTION

- a. Grantee must monitor award activities and shall implement internal controls to prevent, detect, and report waste, fraud, and abuse in accordance with 2 CFR § 200.303.
- b. To report waste, fraud or abuse in the BEAD Program, Grantee must publicize or make available for the general public to view and access the Commonwealth's Fraud, Waste and Abuse hotline telephone number and email contacts to report waste, fraud, or abuse to PBDA. Grantee also must make this information available to its internal ethics office (or comparable entity). Grantee acknowledges its responsibility promptly to produce copies of materials used for such publication purposes upon request of PBDA or NTIA.
- c. Grantee must disclose, in a timely manner, 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. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (*See also*, 2 CFR Part 180, 31 USC 3321, and 41 USC 2313.)
- d. If fraud or mismanagement of federal funds is suspected, Grantee must immediately report it to:
 - i. PBDA.
 - ii. NTIA Inspector General. And,
 - iii. U.S. Department of Commerce Office of Inspector General (OIG)
- e. Grantee must retain financial records for at least five years after project completion and provide audit access to federal agencies upon request.

14. DEFAULT, NONCOMPLIANCE, AND ENFORCEMENT

- a. PBDA reserves the right to conduct onsite inspections, financial audits, and network performance evaluations at any time.
- b. PBDA reserves the right to direct Grantee to take corrective action(s) at any time, as determined by PBDA and to the satisfaction of PBDA.

- i. PBDA shall provide written notice to Grantee detailing the required corrective action(s) and the date(s) upon which corrective action must be completed by Grantee.
 - ii. If Grantee fails to respond to the written notice or fails properly to implement the corrective action(s), PBDA may compel refunds of BEAD fund amounts or impose other measures upon Grantee as set forth in this Agreement.
 - iii. Any corrective action required by PBDA will not limit or prohibit PBDA from pursuing any other actions or remedies available in this Agreement or available at law.
 - c. In addition to the imposition of remedies identified in 2 CFR 200.339, if Grantee undertakes unauthorized project activities, fails to comply with any requirement in this Agreement, or fails to comply with state and federal laws, regulations, guidance, and policies, PBDA upon written notice to Grantee reserves the right to impose the following measures and actions:
 - i. PBDA may suspend BEAD funds and the Agreement as addressed below.
 - ii. PBDA may terminate the Agreement as addressed below.
 - iii. PBDA may recoup, clawback, or seek full or partial repayment from Grantee of grant funds under this Agreement as addressed below. Such recoupment and repayment shall include all interest, income, accumulations, and the monetary equivalent of any appreciation in value of any property (real, personal, or mixed) procured with BEAD funds.
 - iv. PBDA may withhold payment of the 10% final reserve.
 - v. PBDA may seek up to 20% of the Award Amount as liquidated damages, which Grantee shall promptly pay and which both Parties expressly agree is a reasonable estimate of anticipated harm and is not a fine or penalty.
 - d. At all times and in conjunction with any state or federal requirements, if Grantee fails to deploy infrastructure or fails to provide broadband service as set forth in this Agreement, PBDA reserves the right to:
 - i. Authorize other existing or potential qualified BEAD grantee(s) to deploy facilities and provide broadband services in those areas.
 - ii. Reallocate any remaining or recouped BEAD grants under this Agreement to other existing or potential qualified BEAD grantee(s).
 - iii. Coordinate with other state or federal agencies or tribunals as necessary.
 - e. This Agreement is conditioned upon complete performance by Grantee of past

agreements between the Parties. If the Authority determines that there has been incomplete performance of past agreements by Grantee, the Authority, upon written notice to the Grantee, shall suspend payments under this Agreement until Grantee has fulfilled its obligations under past agreements to the satisfaction of the Authority. When Grantee has fulfilled its obligation(s) under past agreements to the Authority's satisfaction, the Authority shall resume payments under this Agreement.

15. SUSPENSION

a. Notice of Suspension

Upon written notice and at any time during the period covered under this Agreement, the Authority may suspend payments, request suspension of all or any part of the activities and requirements in the Agreement, or a combination thereof.

b. Grounds for Suspension

The Authority may suspend payment or activities performed under this Agreement for the following reasons:

- i.** Violation of any applicable law or regulation.
- ii.** Any identified audit exception.
- iii.** Misuse of grant funds.
- iv.** Failure to submit required reports.
- v.** Receipt of allegation of mismanagement from responsible public officials or private citizens.
- vi.** Malfeasance.
- vii.** Criminal activity; or
- viii.** When, in the opinion of the Authority, the activities cannot be continued in the manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

c. Obligations During Suspension

During the term of suspension, the parties shall retain and hold available any funds previously approved for application to the activities. During this period the Grantee shall place all funds held by the Grantee in an interest-bearing program expenditures account. The Grantee may not expend any funds during the period that the Agreement is suspended except pursuant to an order of a court of competent jurisdiction.

d. Right to Cure

At the sole discretion of PBDA, Grantee may cure any default or other circumstance that is the basis for suspension of this Agreement within a reasonable period of time.

16. TERMINATION

The Authority may terminate this Agreement at any time for its convenience or for any

other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of the termination and specifying the effective date of the termination. Termination pursuant to this section is not applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. Grantee shall return to the Authority all grant funds not legally or contractually obligated, plus accrued interest, on or before the effective date of termination and shall make all Project records available to the Authority.

17. CLAWBACK PROVISIONS

- a.** Notwithstanding any other provision in this Agreement, if NTIA determines that Grantee has failed to comply with any requirement under applicable law or this Agreement and Grantee cannot or will not remedy such failure, Grantee may be required to return up to the entire Award Amount.
- b.** NTIA may pursue clawback of grant funds directly from the Commonwealth of Pennsylvania if the Commonwealth fails to ensure Grantee's accountability to the fullest extent of the law. To the extent NTIA successfully pursues clawback from the Commonwealth of Pennsylvania on these grounds, Grantee shall be liable for and shall pay the amount equal to the clawback. Grantee expressly agrees that this provision is reasonable.

18. OTHER PUBLIC FUNDING

- a.** Grantee shall maintain a list of all applications and broadband deployment projects that are funded by public sources and received by Grantee and its affiliates. The list shall include information on source of public funding, service speed, latency, and coverage area, commitment to serve unserved/underserved areas, the amount of public funding used, consumer service costs, and any matching commitments. Grantee shall provide the list to PBDA upon request.
- b.** If Grantee, or a parent or any affiliate of Grantee, receives notice of nonperformance or default regarding any other public or federal broadband grant program, Grantee shall notify PBDA within 15 calendar days of receipt of such a notice.

19. LITIGATION FILINGS AND NOTICES

If Grantee is served with a complaint or a pleading regarding an action in a state or federal court implicating 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 such a complaint, pleading, action, or notice. Copies of such documents shall be provided to PBDA upon request.

20. FEDERAL LAWS AND GUIDANCE

- a. The terms and conditions of the following hyperlinks to federal laws and guidance regarding the BEAD program are incorporated into this Agreement:
- i. Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429 (2021).
 - ii. NAT'L TELECOMM. AND INFO. ADMIN., NOTICE OF FUNDING OPPORTUNITY, BROADBAND EQUITY, ACCESS, AND DEPLOYMENT PROGRAM (2022) (NOFO), <https://broadbandusa.ntia.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>
 - iii. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS, [DOC Standard Terms and Conditions - 12 November 2020 PDF 0.pdf](#), as updated, October 2024.
 - iv. NAT'L TELECOMM. AND INFO. ADMIN., BEAD RESTRUCTURING POLICY NOTICE (2025), <https://www.ntia.gov/other-publication/2025/bead-restructuring-policy-notice>.
 - v. NAT'L TELECOMM. AND INFO. ADMIN., BEAD UNIFORM GUIDANCE POLICY NOTICE BRIEFING (2024), [https://broadbandusa.ntia.gov/sites/default/files/2024-06/BEAD Uniform Guidance Briefing.pdf](https://broadbandusa.ntia.gov/sites/default/files/2024-06/BEAD%20Uniform%20Guidance%20Briefing.pdf).
 - vi. NAT'L TELECOMM. AND INFO. ADMIN. Uniform Guidance Policy Notice, [Tailoring the Application of the Uniform Guidance to the BEAD Program](#)
 - vii. Uniform Guidance, 2 CFR § 200 (2025).
 - viii. Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-70953, 135 Stat. 429, 439-40 (2021).
 - ix. Secure and Trusted Communications Networks Act of 2019 Act, Pub. L. No. 116-124, 134 Stat. 158 (2020).
 - x. John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636 (2018).
- b. NTIA may issue subsequent or further guidance on the BEAD program on its website, [Broadband Equity Access and Deployment Program | BroadbandUSA](#). Any such guidance shall be considered incorporated herein and made part of this Agreement as if set forth in full without further notice.
- c. In any case when language among two or more authorities appears inconsistent, the relevant authorities should be read and interpreted in a manner which emphasizes consistency and harmonization across all relevant authorities. Where harmonization is impossible, Grantee should prioritize following the language contained in these authorities in the following order (from highest to lowest priority): The IIJA, 47 U.S.C. § 1702; NTIA's June 2025 BEAD Restructuring Policy Notice; the BEAD NOFO; the Department of Commerce Standard Terms and Conditions; 2 CFR Part 200; Guidance issued by NTIA or DOC; this Agreement and all Attachments; and PBDA's Initial and Final BEAD Proposals. The Grantee assumes ultimate responsibility for compliance with all requirements of this BEAD grant.

21. INSURANCE AND TAX LIABILITY REQUIREMENTS

a. Liability Insurance

The Grantee's standard liability insurance policies must protect, or be endorsed to protect, the Commonwealth from claims of bodily injury, property damage, or a combination thereof arising out of any activities performed by the Grantee or its employees or agents under this agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of the Project when validly present on Grantee's premises whether or not actually engaged in the Project at the time the claim inures. These policies do not include any provision limiting the existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Authority proof of insurance as required by this paragraph.

b. Workers' Compensation Insurance

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility 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.

22. COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS

a. Performance of Activities

The Grantee shall ensure that all activities authorized by this Agreement are performed in accordance with the federal and state applicable statutes, regulations, conditions, directives, guidelines, policies, and any additional requirements as may be attached to the Agreement or are otherwise provided by the Authority.

b. Future Requirements

The Grantee shall comply with any future statutes, regulations, policies, directives, guidance, and requirements applicable to or impacting the BEAD program and this Agreement.

23. ASSIGNMENT, TRANSFER, COLLATERAL USE

The Grantee may not assign or transfer its rights or duties under this Agreement without the prior written consent of the Authority. Approval of any assignment does not establish any legal relationship between the Commonwealth or the Authority and any other third party, and under no circumstances is the Commonwealth liable for any act or omission committed pursuant to an assignment.

24. INDEPENDENT CONTRACTOR

Notwithstanding anything contained within this Agreement to the contrary, the rights and duties

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

25. 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 which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall 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. The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Agreement. The Grantee further covenants that no person having any interest will be employed in the performance of activities for this Agreement.

26. CONFLICT OF INTEREST

An officer, director, or employee of the Grantee who is a party to, or who has a private interest in, a project or project areas undertaken pursuant to this Agreement, or this Agreement itself, must disclose the nature and extent of the interest to the governing body of the Grantee and may not vote on any action of the Grantee concerning the Project or Project areas nor participate in the deliberations of the Grantee concerning the Project or Project areas. The 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. 2 CFR § 200.112.

27. SUBCONTRACTS

a. General Requirement

Grantee assumes ultimate responsibility for compliance with the requirements of this Agreement and all federal laws and guidance, along with state laws, for the BEAD program. Grantee shall comply, and must require each contractor or subcontractor, to comply with all applicable federal, state, and local laws and regulations, and all applicable terms and conditions of this Agreement. Grantee and its Subgrantees are responsible for ensuring that all contracts, including those necessary for design and construction of facilities, are implemented in compliance with BEAD requirements and this Agreement.

b. Consent Requirement

Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities of this Agreement without prior written approval of the Authority. Prior written approval is not required for the purchase by Grantee of articles, supplies, equipment, and activities that are both necessary and incidental to

the performance of the work required under this Agreement. Grantee shall not execute or concur in any subcontract declared disapproved or automatically disapproved by the Authority.

c. Automatic Disapproval

A subcontractor is automatically disapproved, without a declaration from the Authority, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

d. Required Subcontract Provisions

All of Grantee's subcontracts must contain the Commonwealth contracting provisions in **Attachment I** and the federal contracting provisions set forth in **Attachment H**. In addition, all subcontracts involving the pass through of grant funds to subrecipients must include the audit requirements set forth in **Attachment G**, along with the audit and record retention requirements of this Agreement, and **Attachment C**, paragraph 10 (Permitting) and paragraph 11 (Pennsylvania One Call). The Grantee is responsible for ensuring that audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Authority, through the Grantee.

28. ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

- a.** Any publication concerning a project financed by the Authority must acknowledge Commonwealth financial assistance as follows: "This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, [insert name of Authority]."
- b.** Any publication concerning a project financed by federal funds received under a grant administered by the Authority must acknowledge Commonwealth grant administration as follows: "This Project was financed *[in part]* by a grant from the federal Department of *[Name]*, under the administration of the Commonwealth of Pennsylvania, [insert name of Authority]."
- c.** Signs acknowledging the Commonwealth's financial assistance or administrative participation must be erected in the project area as soon as possible after the Effective Date of this Agreement. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

29. AMENDMENTS

A properly executed amendment is required to change the termination date of this Agreement, to change the Contract Period of Performance, to amend the grant amount, or to make major changes in the approved program scope, objectives, or methods. An amendment must be executed if there is a significant change in the activities to be conducted under this

Agreement. Other revisions to the project scope or budget may be made upon written approval from the Authority after prior written request of Grantee; provided, the request is made by Grantee and approved by the Authority prior to the termination or expiration of the Agreement.

30. FORCE MAJEURE

a. Neither Party shall be held liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by an event beyond the reasonable control of the affected Party (“Force Majeure Event”), provided such event is:

- i.** Unforeseeable, beyond the control of the affected Party, and not due to fault or negligence (consistent with 2 CFR § 200.408 on consideration of unforeseen circumstances in cost allowability);
- 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 may include, but are not limited to:

- i.** Acts of God (e.g., hurricanes, earthquakes, floods, wildfires, or other major natural disasters);
- 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);
- v.** Infrastructure Failures and Cybersecurity Incidents (e.g., cyberattacks, widespread electrical grid failures, or network outages that prevent broadband deployment);
- 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 must provide written notice to the other Party within ten (10) business days of the occurrence of a Force Majeure Event. Such notice shall include:

- 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 (2 CFR § 200.329(c) – Performance Monitoring).

d. Supporting Documentation

To qualify for Force Majeure relief, Grantee must submit appropriate documentation, including:

- i. Government-issued disaster declarations (where applicable).
- ii. Manufacturer or supplier notices verifying material shortages.
- iii. Evidence of federal regulatory changes affecting performance.
- iv. Documentation of mitigation efforts taken (2 CFR § 200.318(h) – Procurement Standards).

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 (Closeout Requirements).
- ii. Adjust milestone-based reimbursement schedules, provided costs are within guidance of 2 CFR Part 200, Subpart E.
- iii. Request a waiver from NTIA if regulatory requirements prevent project continuation (2 CFR § 200.102 – Exceptions).

f. PBDA reserves the right to deny Force Majeure claims if:

- i. Grantee fails to provide timely documentation.
- ii. The delay results from internal operational inefficiencies rather than external circumstances; or
- iii. The claimed event does not meet the criteria outlined in 2 CFR § 200.408.

31. SEVERABILITY

If any section or any part of any section of this Agreement is rendered unenforceable by any court of law, for any reason, the determination will not render unenforceable any other section or part of any section of this Agreement.

32. CONSTRUCTION

This Agreement shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. The terms of this Agreement are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections of this Agreement have been inserted as a matter of convenience and reference and do not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

33. NONWAIVER OF REMEDIES

a. No Waiver

The Authority's delay or failure to exercise any rights, powers, or privileges under this Agreement does not relinquish those entitlements. Neither a singular nor a partial exercise of those rights, nor the discontinuation of enforcement efforts, precludes subsequent or additional exercises of any right, power, or privilege. The rights and remedies available to the Authority under this Agreement are cumulative and may be exercised concurrently, without prejudice to any other rights or remedies the Authority may lawfully possess.

b. Enforcement By Authority

The Authority may at all times enforce the provisions of this agreement in accordance with its terms, notwithstanding any conduct or custom on the part of the Authority in refraining from so doing at any time or times. The failure of the Authority 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.

34. ENTIRE AGREEMENT

The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement; it is the sole expression of their agreement, and they are not bound by any other agreements. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this Agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

35. COUNTERPARTS

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

[SIGNATURES PAGE FOLLOWS]

BEAD Project

Attachment A is applicable to all BEAD grants.

Grantee shall deploy broadband infrastructure and related activities described in Attachment A subject to the terms and conditions of the Agreement.

I. Project Profile

Table 1: Project Profile	
Grantee Name	
Priority Broadband Project / Non-Priority Broadband Project	
BEAD subsidy	
Match amount	
Match %	
Total Project cost	
Technology Type	
Prevailing Wage - Yes/No	
Total BSA(s)	
Total BSLs	
Total CAIs	
Contract Execution / Subgrant Start date	
Contract Period of Performance End date	
Speed to Deployment is it 2 or 4 years	
Target Project Completion date	

II. Scope of Work

[Provide a brief narrative detailing the scope of work specific to project funding. Address the proposed technology, speeds to be offered, the projected timeframe to completion, and the estimated total project cost.]

III. Project Schedule / Performance Milestones

[Provide estimated timelines in accordance with the performance milestones and terms of the Agreement.]

IV. Speed Table

Table 2: Speed table		
Speed Tier	Rate	Speed
Low cost	\$xx.xx	100/20 Mbps

V. Low-Cost Service Option (LCSO) Rate(s) & Speed(s)

[Include methodology if changes]

Table 2: LCSO Rate & Speed Table		
Speed Tier	Rate	Speed
LCSO	\$xx.xx	100/20 Mbps

VI. Scalability

[Set forth the Project's ability to scale speeds over time to meet the evolving connectivity needs of households and businesses.]

VII. Broadband Service Locations

[Provide qualifying broadband service under this program to the following Broadband Serviceable Locations. Each location to be served in the attached list of Location IDs.]

BEAD Project Budget

Attachment B is applicable to all BEAD grants.

Example:

Budget Spreadsheet			
Applicant Name		Application ID	
	BEAD subsidy	Match	Total
Labor			
Planning & Engineering			
Permitting			
Make Ready			
Construction			
Project Management			
Admin (incl PreAward)			
Testing/QA			
Other			
Materials			
Fiber			
Other Materials			
Fees			
Permits			
Environmental Access			
Pole Attachments			
Right of Way			
Longterm Fiber lease			
Other			
Totals:			

BEAD PROGRAM SPECIFIC CONDITIONS

Attachment C is applicable to all BEAD grants.

1. PRIORITY AND NON-PRIORITY BROADBAND PROJECTS

- a. All broadband technologies meeting federal performance requirements may qualify for BEAD funding as projects that are either a Priority Broadband Project or a non-Priority Broadband Project. **Attachment A** identifies Grantee's Project as either a Priority Broadband Project or a non-Priority Broadband Project.
- b. As a Priority Broadband Project, Grantee shall design, deploy, and maintain network architecture that at a minimum can meet current performance thresholds and future scalability requirements to:
 - i. Provide broadband service with speeds of at least 100 Mbps download and 20 Mbps upload;
 - ii. Maintain latency less than or equal to 100 milliseconds; and that
 - iii. Can easily scale speeds over time to meet the evolving connectivity needs of households and businesses and support the deployment, including the support of 5G, successor wireless technologies, and other advanced services.
- c. As a non-Priority Broadband Project, Grantee shall design, deploy, and maintain network architecture that at a minimum can:
 - i. Provide broadband service with speeds of at least 100 Mbps download and 20 Mbps upload; and
 - ii. Maintain latency less than or equal to 100 milliseconds.
- d. Performance standards and performance testing requirements, reporting requirements, and all other obligations as set forth in this Agreement apply to both Priority Broadband Projects and non-Priority Broadband Projects unless expressly stated otherwise.

2. ELIGIBLE PROJECTS

- a. BEAD funds may be used for the following eligible projects:
 - i. Deploying and/or upgrading broadband network facilities in connection with a Broadband Service Area (BSA).
 - ii. Data collection, broadband mapping, and planning to the extent necessary to facilitate the goals and deliverables of the BEAD Program.

3. ELIGIBLE PROJECT AREAS

- a. Eligible projects are limited to defined Broadband Serviceable Areas (BSAs).

BSAs are determined by PBDA.

- b. BSAs may consist of a single BSA or an aggregation of contiguous BSAs; however, for LEO capacity grants, BSAs need not be contiguous.
- c. The boundaries for BSAs are based on U.S. Census Block Groups.

BSAs will contain only eligible Broadband Serviceable Locations (BSLs) and Community Anchor Institutions (CAIs), all of which must be located within a single county.

- d. Up to 5% of high-cost locations in each BSA for the project may be excluded.

4. ELIGIBLE PROJECT COSTS

- a. Grantee shall use BEAD Funds only for the following eligible deployment-specific costs:
 - i. **Physical improvements:** 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.
 - ii. **Long-term leases:** Long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use (IRU) agreements.
 - iii. **Multi-family residential deployment:** Deployment of internet and Wi-Fi infrastructure within an eligible multi-family residential building.
 - iv. **Planning, design, & engineering:** Engineering design, permitting, and work related to environmental, historical, and cultural reviews, including permitting related to the National Environmental Protection Act (See <https://ceq.doe.gov/>).
 - v. **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). And,
 - vi. **Network software upgrades:** To include, but not be limited to, cybersecurity solutions.
- b. Grantee is not permitted to 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.
- c. Pre-award costs incurred by the Grantee may be eligible expenses, provided that 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 Policy Notice on June 6, 2025).
- d. The eligibility of costs and expenses for reimbursement under the BEAD program shall be determined by the Authority in its sole discretion.

5. FINANCIAL CAPABILITY

- a. Grantee represents and agrees that:
 - i. It is financially qualified to meet the obligations associated with the Project.
 - ii. It will have available funds for all Project costs that exceed the Award Amount. And,
 - iii. It will fully comply with all BEAD program requirements, including the milestones set forth in the Agreement.
- b. To receive a reimbursement, Grantee must certify that it has sufficient financial resources to cover Project costs until further disbursements are authorized. PBDA will not reimburse until Grantee provides and PBDA approves Grantee's certification of sufficient financial resources.

6. LETTER OF CREDIT (LOC) OR PERFORMANCE BOND

- a. BEAD grantees were required to submit a letter from a bank that meets eligibility requirements consistent with those set forth in 47 C.F.R. § 54.804(c)(2) committing to issue an irrevocable standby Letter of Credit (LOC), in the required form, and in a value of no less than 25 percent of the subaward amount. BEAD NOFO, Section IV.D. pgs. 71-73.
- b. On July 30, 2025, NTIA issued a Notice of Programmatic Waiver in response to the FCC's modification of the FCC's rules to eliminate Weiss ratings as the standard for United States banks to be considered acceptable for issuing LOCs and to permit the issuing bank be well capitalized, effective August 24, 2025. Additionally, the programmatic waiver allowed financial institutions rated BBB- or higher by a Nationally Recognized Statistical Rating Organization (NRSRO), as recognized by the Securities and Exchange Commission (SEC), to be considered acceptable for issuing letters of credit in the BEAD program.
- c. For BEAD infrastructure grants other than LEO capacity grants, Grantee may obtain a new LOC or renew its existing LOC to a reduced value – or in the case of a

performance bond opt to reduce the amount of the performance bond – by a commensurate amount if Grantee demonstrates to the satisfaction of PBDA that Grantee meets required service milestones set forth in the Agreement.

- i. Grantee must obtain an actual letter of credit.
 - ii. In no event, shall the letter of credit have a value of less than 25 percent of the subaward amount.
 - iii. Grantee with its 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 letter of credit or proceeds of the letter of credit as property of the winning subgrantee’s bankruptcy estate under Section 541 of the Bankruptcy Code.
 - iv. Grantee’s LOC and opinion letter from legal counsel is attached hereto and incorporated herein at **Attachment** .
- d. For LEO capacity grants, the conditions and requirements for the LOC or performance bond are set forth in **Attachment** .

6. RISK MANAGEMENT PLANS FOR INFRASTRUCTURE RELIABILITY AND RESILIENCY

- a. Grantee shall satisfy requirements of 47 U.S.C. §1702(g)(1)(C) and shall ensure reliability and resiliency of broadband infrastructure by creating, implementing, and maintaining risk management plans that account for technology infrastructure reliability and resilience, including from natural disasters, as applicable, as well as cybersecurity best practices and security and privacy controls implemented with such plans.
- b. 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.
- c. Upon request of PBDA, Grantee shall provide a copy of all risk management plans to PBDA.
- d. Grantee shall maintain and comply with the risk management plans for infrastructure reliability and resiliency in accordance with federal law and requirements throughout the Contract Period of Performance.
- e. PBDA reserves the right to require additional information and documents of Grantee regarding its implementation of Grantee’s Risk Management Plans for Infrastructure Reliability and Resiliency Plans.

7. LOW-COST SERVICE OPTION

- a. Grantee must offer to eligible subscribers at least one Low-Cost Service Option (LCSO) meeting BEAD speed and performance criteria 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, defined as any household seeking to subscribe to broadband internet access service and eligible under the FCC's Lifeline Program criteria. Grantees are responsible for verifying the eligibility of LCSO subscribers and may ask potential subscribers to provide the same documentation used for Lifeline eligibility verification.
- c. Grantee must offer the LCSO throughout the 10-year federal period of interest, or in the case of a LEO grantee, a 10-year period of performance.
- d. Grantee must make the LCSO available to all locations within the Project Area. Grantees are encouraged to make the LCSO available across its entire service territory.
- e. The LCSO rate shall be set by the Grantee and identified in **Attachment A**, along identification of any methodology to be used by Grantee to change to the LCSO rate over time.
- f. At the request of the Authority, Grantee shall provide documentation of Grantee's compliance with the service level for its LCSO offering(s) and shall include total annual subscribers of Grantee's LCSO offering(s).

8. CUSTOMER SERVICE AND INSTALLATION

- a. Grantee shall be solely responsible for all customer service functions related to the broadband services supported under this Agreement. This includes, but is not limited to, Grantee providing customer outreach, service activation, equipment installation, and ongoing customer support at its own expense.
- b. The Grantee must provide a clear process for customers to initiate and manage service, either directly or through a subcontracted entity, and ensure timely and professional installation of all necessary equipment. The Grantee is responsible for coordinating any required user setup on the provider's platform, managing customer communications, and ensuring adequate installation support through trained contractors.
- c. PBDA will not be responsible for subsidizing or managing customer service and installation functions on behalf of the Grantee. Customer service and installation functions are not eligible costs under the BEAD program.

9. NEPA AND ESAPTT

- a. The Authority will use 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.

- b.** PBDA reserves the right to request Grantee to provide information and documents concerning any permitting issues.

10. PERMITTING LAWS AND REGULATIONS COMPLIANCE

- a.** Grantee must obtain and fully comply with all applicable federal, state, and local permitting laws and regulations including, but not limited to, environmental reviews, rights-of-way acquisition, historic preservation, utility coordination, and construction permits.
- b.** 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.
- c.** Grantee shall provide detailed report(s) of its progress concerning its permitting activity and compliance, as addressed in the Agreement or as requested by PBDA.
- d.** Failure to secure appropriate permits or adhere to applicable permitting requirements may result in enforcement actions or remedies, including suspension of funds or termination of the award, as set forth in this Agreement or as available at law.

11. PENNSYLVANIA ONE CALL

Grantees must adhere to the Pennsylvania Underground Utility Line Protection Law (PA Act 287 of 1974, as amended by Act 50 of 2017), which states that excavation or demolition work must notify Pennsylvania One Call between three and ten business days prior to commencing excavation work.

BEAD
LOW EARTH ORBIT GRANTEE

In addition to **Attachment C**, the following specific conditions apply to a Low Earth Orbit (LEO) capacity grant:

1. LEO CAPACITY SUBGRANTS

LEO capacity subgrants involve the reservation of sufficient capacity from a low-earth orbit satellite provider to deliver broadband service that meets the BEAD performance and technical requirements to each Broadband Serviceable Location (BSL) in the Project Area. *See*, NTIA's June 2025 Policy Notice, Appendix B.

2. CERTIFICATION

- a. Grantee must begin providing broadband service to each customer that desires broadband service not later than four years from the date of the subgrant. 47 U.S.C. §1702(h)(4)(C); *see also*, NOFO, Section IV.C.2.b.i, pg. 65. 51.
- b. Grantee shall be deemed to have begun to provide service when Grantee certifies to PBDA that it can initiate broadband service within ten (10) business days of a request to any covered BSL in the Project Area, with no charges or delays attributable to extension of the service.

3. EXTENDED PERIOD OF PERFORMANCE

- a. Grantee shall be subject to an Extended Period of Performance that concludes 10 years from the date upon which the Grantee certifies to PBDA that broadband is available to every location covered by the Project. *See*, NTIA June 2025 Policy Notice, Appendix C.
- b. Grantee must continue to offer access to broadband service to each BSL served by the Project throughout the 10-year 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 under the terms of this Agreement if subsequent occupants request broadband service.
- c. Consumer and taxpayer protections as set forth in NTIA's BEAD NOFO apply to Grantee for the duration of the 10-year Extended Period of Performance. *See*, BEAD NOFO at 64-71.

4. MILESTONES AND REIMBURSEMENT

- a. PBDA determines reimbursements for LEO capacity grants.
- b. [To be determined based upon applications received and BEAD grants awarded by PBDA.] For example, PBDA will advance up to 50% of the total cost of the LEO capacity subgrant: (1) at the time Grantee certifies the availability of service throughout the Project Area; (2) upon Grantee meeting subscription milestones established by PBDA; or (3) a combination thereof.
- c. The type, quality, and sufficiency of documentation provided by Grantee for reimbursement requests shall be solely determined by PBDA. PBDA will not reimburse for unreasonable expenses or insufficient documentation, questionable support, or data disputed by PBDA.

d. If PBDA elects to advance a portion of the subgrant, the remaining portion shall be distributed in equal installments across the remainder of the Extended Period of Performance. *See*, NTIA June 2025 Policy Notice, Appendix B, at p. 20, fn. 59.

e. Grantee shall comply with **Attachment J** for payment and fiscal responsibilities.

5. LETTER OF CREDIT OR PERFORMANCE BOND

a. Grantee shall obtain and maintain a Letter of Credit (LOC) or performance bond as a condition of its receipt of BEAD funds.

b. The LOC or performance bond shall comply with all federal BEAD program requirements, including NTIA's Policy Notice and NTIA's July 30, 2025, Notice of Programmatic Waiver.

c. Grantee's LOC or performance bond and the opinion letter from legal counsel are attached hereto and incorporated herein at **Attachment ___**.

d. Grantee's LOC or performance bond may be reduced upon Grantee's demonstration, to PBDA's satisfaction, as follows:

i. By 50% at the point of Grantee's certification to PBDA that BEAD qualifying broadband services are available to each location in the Project Area.

ii. By an additional 25% of the original LOC or performance bond at the point that the subscription rate for BEAD qualifying broadband services reached at least 25% of all locations in the Project Area, and thereafter may be closed out once the subscription rate reaches 50% of all locations in the Project Area. (To illustrate, if the original LOC would have been valued at \$2,500, upon certification of service availability, the LOC could be reduced to \$1,250. After achieving a 25% "take rate" in the project area, the LOC could be further reduced to \$625 and eliminated after reaching a 50% "take rate.")

iii. As part of the certification, Grantee shall demonstrate to PBDA that subscription rates have increased for qualifying broadband services. Qualifying broadband services shall mean the broadband services satisfy BEAD speed and latency requirements as a Priority Broadband Project or a non-Priority Broadband Project. *See*, **Attachment C**. PBDA reserves the right to require Grantee to provide additional information or to undertake additional follow-up to ensure compliance with BEAD program requirements. Grantee shall promptly provide information and undertake the follow up as requested by PBDA.

iv. The reduction in LOC obligations will continue to be allowable even if the subscription rate later drops.

- e. Regardless of subscription rates, the LOC may be terminated four years after Grantee certifies to PBDA that it can initiate broadband service within 10 business days of a request to any covered BSL in the Project Area.

6. LEO FINANCIAL CERTIFICATION [if applicable]

- a. Prior to execution of the Agreement, Grantee shall submit a fully executed Parental Guarantee Agreement to PBDA, signed by an official authorized to bind Grantee and the proposed Parental Guarantor.
- b. The template for the Parental Guarantee Agreement shall conform to the form provided by NTIA at Appendix A of NTIA's July 18, 2025, BEAD Low Earth Orbit Provider Financial Certification.

7. CUSTOMER PREMISES EQUIPMENT

- a. Grantee is responsible for providing customer premises equipment (CPE) at no cost to the customer. CPE costs to Grantee are not reimbursable expenses under the BEAD program.
- b. Grantee must provide all necessary customer CPE at no cost to the customer as part of the standard installation for each new subscriber (i.e. for each new resident or group of residents) at BEAD-funded locations throughout the Extended Period of Performance.
- c. The CPE obligation is limited to no more than three (3) CPEs at the BEAD-funded location during the Extended Period of Performance.
- 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.

8. REPORTING ACKNOWLEDGEMENT AND COMPLIANCE

- a. Grantee acknowledges the reporting obligations set forth in **Attachment D** and agrees to comply with the reporting requirements set forth in **Attachment D**.
- b. Delay of or to failure to comply fully with these conditions will result in holds on BEAD payments and reimbursements or suspension of BEAD grants, as solely determined by PBDA.
- c. Grantee expressly agrees that the provisions set forth in paragraphs 14-17 of this Agreement are just and reasonable.
- d. Grantee shall comply with any future statutes, regulations, policies, directives, guidance, and requirements applicable to or impacting the BEAD program and this Agreement.

UNLICENSED FIXED WIRELESS GRANTEE

In addition to **Attachment C**, the following specific conditions apply to a Grantee utilizing Unlicensed Fixed Wireless (ULFW) technologies:

1. ULFW MITIGATING STRATEGIES

- a. NTIA determined that broadband providers utilizing Unlicensed Fixed Wireless (ULFW) technologies should be permitted to apply and participate in the BEAD program so long as the technology to provide ULFW broadband service met certain technical criteria specified in NTIA's June 2025 Policy Notice. *See*, Policy Notice at Appendix A, pages 17-18. *See also*, PBDA July 2025 Guidelines at pages 10-11.
- b. To participate in the BEAD program, Grantee in its BEAD application set forth mitigation strategies to address problems of interference from other Part 15 users, 47 CFR Part 15 (Radio Frequency Devices), competing for the same spectrum and the difficulty of evaluating ULFW network capability. The portions of Grantee's application addressing the mitigation strategies undertaken by Grantee are attached hereto and incorporated herein at **Attachment C-3**.
- c. PBDA relied upon Grantee's adoption of mitigation strategies as set forth in **Attachment C-3** to BEAD funds to Grantee.
- d. As a condition to Grantee's continued receipt of BEAD funds, Grantee must maintain the mitigation strategies set forth in **Attachment C-3** through the end of the Federal Interest Period for Other Broadband Infrastructure Grants, as addressed in NTIA's June 2025 Policy Notice at Appendix C.

2. REPORTING ACKNOWLEDGEMENT AND COMPLIANCE

- a. Grantee acknowledges the reporting obligations set forth in **Attachment D** and agrees to comply with the reporting requirements set forth in **Attachment D**, including reporting as to Grantee's maintenance of required minimum mitigation strategies for potential interference and network capability in **Attachment C-3**.
- b. Delay of or to failure to comply fully with these conditions will result in holds on BEAD payments and reimbursements or suspension of BEAD grants, as solely determined by PBDA.
- c. Grantee expressly agrees that the provisions set forth in paragraphs 14-17 of this Agreement are just and reasonable.
- d. The Grantee shall comply with any future statutes, regulations, policies, directives, guidance, and requirements applicable to or impacting the BEAD program and this Agreement.

BEAD GRANTEE REPORTING REQUIREMENTS

Attachment D is applicable to all BEAD grants.

1. GENERAL REPORTING OBLIGATIONS

Applicable to all reports and reporting requirements in this Attachment:

- a. Grantee shall submit timely, accurate, and complete reports in accordance with 2 CFR Part 200, NTIA guidance and grant administration requirements, and PBDA BEAD Program Guidelines.
- b. Grantee shall provide comprehensive reports to enhance transparency, facilitate thorough review, and ensure compliance with this Agreement and all federal and state BEAD program requirements.
- c. Grantee acknowledges and agrees to maintain sufficient control over subcontractors to ensure Grantee's ability to provide timely, accurate and complete reports required by PBDA.
- d. PBDA reserves the right to require Grantee to provide additional information or follow-up reports and documentation, including but not limited to invoices, spreadsheets, project account statements, certificates, approvals, proposed budgets, contracts (executed and proposed), and any other information as may be requested by the Authority to ensure compliance with BEAD program requirements. Grantee shall promptly provide all such information at the request of PBDA.
- e. The number, frequency, form, and content of reports shall be determined by the Authority and may be modified from time to time at the sole discretion of the Authority.
- f. Delay of or failure to meet reporting deadlines will result in holds on BEAD payments and reimbursements or suspension of BEAD grants, as solely determined by PBDA.
- g. Grantee expressly agrees that the provisions set forth in paragraphs 14-17 of this Agreement are just and reasonable in the event of default or noncompliance with the reporting requirements in this Agreement.

2. MONTHLY REPORTS

- a. Grantee shall timely submit monthly reports within (5) calendar days after the end of each month. Monthly reports shall commence on [insert date].
- b. For the initial monthly progress report and continuing unless modified by the Authority, Grantee shall report on the following matters:
 - i. **Project Progress Update:** 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 report will track with the required milestones.

- ii. **Challenges & Risks:** Detailed description of delays, obstacles, and mitigation strategies, such as updates on permitting, material sourcing, and make ready status.
- c. At any time, PBDA reserves the right to request that Grantee, including its subcontractors, provide any additional information and supporting documents regarding the monthly report as may be requested by PBDA. Additional information may include the following:
- i. Milestone Progress Report: Status of each project phase, including percentage completion, and impact on project milestones, challenges, and future timelines for the Project.
 - ii. Broadband Network Deployment Metrics:
 - Miles of fiber deployed.
 - Infrastructure deployed.
 - Capacity added / Subscribers added (LEOs).
 - Number of locations passed and premises activated.
 - Number of Community Anchor Institutions (CAIs) connected.
 - iii. Infrastructure Testing:
 - Test results verifying speed and latency requirements, as addressed in the Agreement and federal requirements.
 - Timely reporting with FCC Broadband Data Collection (BDC) requirements, or any successor broadband data requirements.
 - iv. Other:
Broadband Adoption & Market Penetration, including Marketing efforts promoting low-cost service options (LCSOs).
 - v. Special Conditions Reporting:
 - A. Summary of any changes, updates, delays, or issues regarding the following BEAD special conditions in **Attachment C**:
 - Letters of Credit or Performance Bonds.
 - Risk Management Plans.
 - Cybersecurity Plan, including the occurrence over the past quarter of any incidents, data breaches, or unauthorized network access.
 - Low-Cost Service Option.
 - Permitting.
 - B. Summary of any changes, updates, delays, or issues regarding the following BEAD special conditions in as applicable in **Attachment C-1** or **Attachment C-2**.

3. SEMIANNUAL PERFORMANCE REPORTS

- a. Grantee shall timely submit semiannual progress reports to PBDA on or before January 10th and July 10th, unless otherwise directed or approved by PBDA. The semiannual reports shall commence on [insert date].
- b. The Grantee of broadband infrastructure grants, other than LEO capacity grants, shall provide semiannual performance reports until its BEAD grant is closed out under 2 CFR § 200.344.
- c. The Grantee of a LEO Capacity BEAD grant shall provide semiannual performance reports until its BEAD grant is closed out under 2 CFR § 200.344, at the end of the federal interest period addressed in Appendix C of NTIA's June 2025 Policy Notice.
- d. For the initial semiannual performance report and continuing thereafter unless modified by the Authority, Grantee shall:
 - i. Provide a list of addresses or location identifications (including the BSL fabric established under 47 U.S.C. § 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed and the status of each project.
 - ii. Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable).
 - iii. Identify whether each address or location is residential, commercial, or a Community Anchor Institution.
 - iv. Describe the types of facilities that have been constructed and installed.
 - v. Describe the peak and off-peak actual speeds of the broadband service being offered.
 - vi. Describe the maximum advertised speed of the broadband service being offered.
 - vii. Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered.
 - viii. List all interconnection agreements that were requested and the current status regarding implementation and operation of such agreements.
 - ix. Include any other data that would be required to comply with the data and mapping collection standards of the Commission under Section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects. And,
 - x. Provide:
 - 1) Certification or Report of compliance with Pennsylvania prevailing wage rates, under the Pennsylvania Prevailing Wage Act (43 P.S. §§ 165-1 – 165-17) (*see also*, Attachment L). And,
 - 2) Certification of compliance with Build America, Buy America Act (BABA), the Secure and Trusted Communications Networks Act

of 201913; and the National Defense Authorization Act of 2019, and other federal laws and BEAD programmatic requirements required or requested by PBDA.

4. BEAD CLOSEOUT & FINAL COMPLIANCE CERTIFICATION

- a.** Grantee shall timely complete all closeout requirements and submit a final compliance certification within ninety (90) calendar days after project completion.
- b.** Grantee shall provide:
 - i.** Certification of Project Completion & Full Network Deployment.
 - ii.** Final Financial Report with Documentation of All Expenditures.
 - iii.** Certification of Low-Cost Service Option.
 - iv.** Affirmation of Compliance with PBDA BEAD Agreement for a 10-Year Service Period.
 - v.** Federal Interest Certification for BEAD-Funded Assets & Infrastructure.
 - vi.** Transfer of Any Remaining Funds or Unused Grant Proceeds to PBDA.

5. REPORTING ENFORCEMENT & NONCOMPLIANCE

- a.** In the event Grantee fails to submit reports required in this Agreement or reports as requested by PBDA:
 - i.** PBDA may withhold reimbursement payments, recoup BEAD funds, cease BEAD funds, or undertake any other action permitted in this Agreement or at law, until compliance is achieved to PBDA's satisfaction.
 - ii.** For repeated noncompliance with reporting requirements, PBDA may terminate the Agreement, 2 CFR § 200.340.
- b.** False or Misleading Reporting:
 - i.** Any falsification of data may result in federal enforcement actions, disqualification from future funding, and repayment of all BEAD funds.
 - ii.** As solely determined by PBDA, violations will be referred to the NTIA Office of Inspector General (OIG) for investigation.
- c.** **Audit Enforcement:**
 - i.** Grantee shall retain financial records, program records, and accounts, effective the Contract Period of Performance and continuing for 5 years after the Federal Interest Period or the Extended Federal Interest Period, as applicable to Grantee. 2 CFR §§ 200.332(b), (c).
 - ii.** PBDA reserves the right to audit Grantee's financial records, program records, and accounts, effective the Contract Period of Performance and continuing for 5 years after the Federal Interest Period or the Extended Federal Interest Period, as applicable to Grantee. 2 CFR §§ 200.332(b), (c).

- iii.** All costs associated with the audit shall be borne by the Grantee if the audit determines fraudulent, false, or misleading reporting of Project records and accounts.
- iv.** Grantee must provide full access to all records and accounts in compliance with 2 CFR § 200.337.

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BEAD
FEDERAL AUDIT REQUIREMENTS

Attachment G applies to all BEAD grants.

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 \$750,000 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*.
- 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.

BEAD
FEDERAL CONTRACTING PROVISIONS

Attachment H applies to all BEAD grants.

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 the provisions of the Hatch Act, P.L. 85-554 (5 U.S.C 1501 et seq.) which limits the political activity of employees.

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 this question along with the Grantee’s return of the signed agreement. The Commonwealth will not process this agreement until the Grantee provides the information responding to this question.

- 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).

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

Attachment I applies to all BEAD grants.

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 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.
- ix. Investigations. If a State Inspector General investigation is initiated, the Grantee shall 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.
- x. 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.
- xi. 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 limited to, the Grantee's

business or financial records, documents or files of any type or form that refer to or concern this agreement.

- d. **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.
- e. **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 provision, 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. PROHIBITION OF ILLEGAL ALIEN LABOR ON ASSISTED PROJECTS

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania. In the event that the 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 this grant and the 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 this grant, the Grantee shall:

- i.** repay all grant funds received by the Grantee from the Authority pursuant to this agreement, in accordance with instructions to be provided by the Authority, and
- ii.** be ineligible to apply for any Commonwealth grant or loan for a period of two years.

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.

BEAD
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

Attachment J applies to all BEAD grants.

1. PAYMENT OF ELIGIBLE PROJECT COSTS

- a.** The Authority shall pay the grantee for eligible project costs incurred as follows:
 - i.** Subject to the availability of state and federal funds and other of this agreement, the Grantee will be reimbursed based upon a determination of the Grantee's needs and in accordance with the Budget as set forth in **Attachment B**.
 - ii.** The Authority may pay the Grantee for eligible Project costs at intervals to be determined by the Authority. Under no circumstances shall the Commonwealth or the Authority be liable for any expenditure exceeding the amount stated in this agreement or amendments to this agreement.
 - iii.** Any expenditure made by the Grantee which is not in accordance with the terms of this agreement may be disapproved and payment to the Grantee may be adjusted accordingly.
 - iv.** Subject to the other terms of this agreement or unless otherwise directed by the Authority, initial payments to the Grantee to effectuate activities under this Contract and all other payments are to be made on invoice forms and in accordance with instructions provided by the Authority.
- b.** The reimbursement to Grantee will not exceed 90 percent of the total Award Amount prior to the submittal of the required reports and information by Grantee. The Authority may delay reimbursement of funds until sufficient documentation of costs, project status, geospatial data, or other project information as determined by the Authority, is provided by Grantee.
- c.** To the extent available, the Grantee must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on these funds before requesting additional cash payments from the Authority. (2 CFR § 200.305(b)(5)).
- d.** Program Income is defined as gross income earned by the Grantee that is directly generated by the Project or earned as a result of the grant award throughout the Contract Period of Performance, including the Extended Period of Performance for LEO capacity grants or the Federal Interest Period as applicable for all other broadband infrastructure grants. Appendix C in NTIA's June 2025 Policy Notice. (2 CFR § 200.1).
- e.** Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired pursuant to this agreement, the sale of commodities or items fabricated pursuant to this agreement, license fees and royalties on patents and copyrights, and principal and interest on loans made with funds received pursuant to this agreement. (2 CFR § 200.1).
- f.** Program Income does not include interest earned on advanced payments of grant funds, nor does it include rebates, credits, discounts, and interest earned on any rebates, credits or discounts, except as otherwise provided in Federal statutes, regulations or the terms of the federal award. (2 CFR § 200.1).

2. CONDITIONS FOR PAYMENT

- a. Grant payments under this Agreement are conditioned upon the completion of terms 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 amendment provisions of this Agreement set forth in the provision entitled Amendments.
- c. Payment by the Commonwealth and all other terms of this Agreement are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Agreement.

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 Contract through some sort of accounting system (the "Project Account"). (2 CFR § 200.305(b)(7)(i)). The Grantee shall charge to the Project Account all approved costs of the Project. All costs, including activities contributed by the Grantee or others and charged to the Project Account, are required to be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- b. If the Grantee receives an advance payment of funds pursuant to this agreement, the Grantee must deposit and maintain the advance payment of funds received pursuant to this agreement in insured accounts whenever possible. (2 CFR § 200.305(b)(7)(ii)).

4. INVESTMENT OF FUNDS

- a. The Grantee must maintain advance payments of funds received pursuant to this Agreement ("Advanced Funds") in interest-bearing accounts, unless:
 - i. The Grantee receives less than \$250,000 in Federal awards per year;
 - ii. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
 - iii. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or
 - iv. A foreign government or banking system prohibits or precludes interest bearing accounts. (2 CFR § 200.305(b)(8)).
- b. The Grantee may retain for administrative expenses interest earned on Advanced Funds totaling up to \$500 per calendar year. Any additional interest earned on Advanced Funds must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. (2 CFR § 200.305(b)(9))

5. CONDITIONS FOR REPAYMENT OF GRANT FUNDS

- a. Misuse or Failure to Use Funds.
 - i. The Grantee shall use the funds granted by this Agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Agreement. If

after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay these funds to the Authority.

- 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 the Authority for the amount of funds unused or improperly used and shall return the funds to the Authority.
- iii. In the event the Authority is be entitled to repayment of all or a portion of the funds granted to the Grantee, then repayment includes all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. The repayment is payable to the Commonwealth of Pennsylvania by check and must be forwarded to the Authority for: (1) the principal and (2) the total of any interest, income, accumulations or appreciation in value.

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 of Pennsylvania; 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 of Pennsylvania,
- iii. Grantee shall, in accordance with instructions to be provided by the Authority, repay all grant funds received by the Grantee from the Authority pursuant to this Agreement.

c. Direct Payment of Federal Funds.

If the Grantee receives funds granted by this Agreement directly from the Federal government, and those funds are required to be repaid pursuant to these provisions, those funds must be repaid to the Federal government, unless otherwise directed by the Authority.

6. 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. 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 this question along with the Grantee's return of the signed agreement. The Commonwealth will not process this agreement until the Grantee provides the information responding to this question.
- iv. The Grantee must resubmit this information to the Authority each time the total amount of funds available under this agreement increases or decreases.

BEAD
PENNSYLVANIA PREVAILING WAGE ACT &
LABOR AND EMPLOYMENT

1. PENNSYLVANIA PREVAILING WAGE ACT

- a. The Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 – 165-17, shall apply to BEAD grant funded infrastructure projects if contracted labor is used.
- b. If utilizing contracted labor, Grantee is responsible for including 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. The total cost of the Project is set forth at **Attachment A**.
- d. The following specific wage rates and classifications apply to Grantee as of the commencement of the Effective Date of the Agreement:

- e. Notwithstanding any subsequent determinations or modifications issued by L&I or the Pennsylvania Prevailing Wage Appeals Board (“PWAB”) regarding the wage classifications and prevailing wage rates in this Agreement, the wage classifications and prevailing wage rates established as of the commencement of the Effective Date of this Agreement shall remain in effect for the duration of this Agreement. 43 P.S. § 165-4.
- f. For any Project with an expected total cost of more than \$25,000, Grantee must, prior to utilizing contract labor, comply with the following:
 - i. Register the Project with L&I;
 - ii. Obtain a determination sheet from L&I and provide the determination sheet to PBDA;
 - iii. Obtain payroll certifications from L&I and provide 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.
- g. Grantee shall maintain sufficient and accurate records to comply with Pennsylvania’s Prevailing Wage Act.
- h. PBDA reserves the right at any time to require Grantee to provide documents in support of Grantee’s compliance with Pennsylvania’s Prevailing Wage Act. Grantee shall promptly provide any additional information upon request.

2. OTHER LABOR AND EMPLOYMENT REQUIREMENTS

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

APPLICATION OF UNIFORM GUIDANCE EXCEPTIONS

Attachment M applies to all BEAD grants.

1. Acknowledgment

- a. The Grantee acknowledges that the National Telecommunications and Information Administration (NTIA) has provided specific exceptions and clarifications to 2 CFR Part 200 as it applies to the BEAD Program. See [BEAD Policy Notice: Uniform Guidance Exceptions, Adjustments, Clarifications](#)
- b. Grantee acknowledges and agrees to comply with NTIA's Uniform Guidance Exceptions, as may be updated or modified by NTIA, including but not limited to the exceptions, modifications, and requirements addressed in this Attachment.

2. Program Income

- a. Grantee may retain program income without restriction, including revenue from end-user subscriptions and wholesale broadband services.
- b. While program income may be retained, profit, fees, or similar charges are not allowable costs and shall not be included in Grantee's proposed budget.
- c. Program income must be reported to PBDA as part of quarterly financial reports.

3. Procurement

- a. This BEAD grant is not subject to the Uniform Guidance procurement standards in 2 C.F.R. 200.318-320 and 200.324-326. All other Uniform Guidance procurement standards apply.

4. Fixed Amount Subaward & Incremental Cost Reimbursement Program

- a. This BEAD grant program is a fixed amount subaward and utilizes incremental reimbursements of actual, documented costs. For reimbursements, Grantee shall submit to PBDA evidence demonstrating compliance with the performance milestones set forth in the Agreement. PBDA will hold in reserve 10% of the total Award Amount to be released upon Project completion and PBDA's acceptance of Grantee's final report.
- b. Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) for validation of costs.

- c. PBDA shall monitor the reasonableness of fixed amount subawards, ensuring compliance with GAAP.

5. Property Standards for Federally Funded Infrastructure

- a. Ownership of Assets. Title to real property and equipment acquired under this Agreement vests with the Subgrantee, subject to federal interest requirements.
- b. Federal Interest Period. The federal interest in BEAD-funded broadband infrastructure shall continue for 10 years following the project closeout per 2 C.F.R. 200.344, as further addressed in NTIA's June 6, 2025 Policy Notice.
- c. Encumbrances & Disposition. Grantee may not sell, transfer, or lease project assets without PBDA and NTIA approval.
- d. Grantee must record liens or notices of federal interest on all assets. If assets are disposed of during the Federal Interest Period, the U.S. government must be reimbursed based on its percentage of project cost.

6. Compliance with Build America, Buy America (BABA)

- a. Grantee shall comply with the Build America, Buy America Act (BABA), Pub. L. No. 117-58, § 70901 et seq., ensuring that all iron, steel, manufactured products, and construction materials are sourced from the United States.
- b. Waivers may only be granted in accordance with federal law and must be approved by NTIA and the Office of Management and Budget (OMB).

7. Audit Requirements

- a. Single Audit Compliance. Any non-federal entity that expends \$750,000 or more in federal funds during a fiscal year is subject to the Single Audit Act (2 CFR 200.501) and must submit audit reports to the Federal Audit Clearinghouse.
- b. Audit Requirements for Commercial Subgrantees
 - i. If Grantee is a for-profit entity, PBDA may require pre-award audits, financial monitoring, and post-award audits per 2 C.F.R. 200.501(h).
 - ii. NTIA and the U.S. Department of Commerce Office of Inspector General (OIG) reserve the right to audit any BEAD subrecipient at any time.

8. Certification of Project Completion

- a.** Project Certification Requirement. Upon project completion, Grantee must submit a certification statement to PBDA attesting that the broadband infrastructure has been fully deployed and placed into service.
- b.** Certification must comply with 47 USC 1702(h)(4)(C) and NTIA's reporting requirements.
- c.** Final payment under this Agreement will not be issued until certification is received and verified by PBDA.