

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Grantee Name		1.4. Grantee Address	
1.5 Grantee Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as “the Project(s)”).

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A SPECIAL PROVISIONS

1. GRANT DOCUMENTS

This Grant consists of the following documents (“Grant Documents”), which are all incorporated herein by reference as if fully set forth herein:

- State of New Hampshire Terms and Conditions, General Provisions Form G-1
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Payment Terms
- EXHIBIT D Drug-Free Workplace
- EXHIBIT E Lobbying
- EXHIBIT F Debarment
- EXHIBIT G Americans with Disabilities Act Compliance
- EXHIBIT H Environmental Tobacco Smoke
- EXHIBIT I Nondiscrimination in Federally Assisted Programs
- EXHIBIT J FFATA Compliance
- EXHIBIT K Approved BEAD Application
- EXHIBIT L Prime Grant Agreement

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A “Special Provisions”; (3) EXHIBIT B “Scope of Services”; (4) EXHIBIT C “Payment Terms”; (5) EXHIBIT K “Approved BEAD Application”.

2. PURPOSE OF FUNDS

2.1 Grantee, [REDACTED] will use the grant funds for [describe project and use of funds]

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire’s Broadband Equity, Access, and Deployment (BEAD) Program Fund, as identified below:

- 3.1 Grantee’s name (as registered in SAM.gov): [REDACTED]
- 3.2 Grantee’s Unique Entity Identifier (UEI): [REDACTED]
- 3.3 Federal Award Identification Number (FAIN): [REDACTED]
- 3.4 Federal award date: [REDACTED]
- 3.5 Subaward period of performance: [REDACTED] to [REDACTED]
- 3.6 Subaward budget period: [REDACTED] to [REDACTED]
- 3.7 Amount of federal funds obligated by this Agreement: [REDACTED]
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) [REDACTED]
- 3.9 Total amount of BEAD funds committed to the Grantee by the State [REDACTED]
- 3.10 Program Description: The BEAD Program provides federal funding for grants to Eligible Entities for broadband planning, deployment, mapping, equity, and adoption activities.
- 3.11 The federal awarding agency for the prime award is the National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce (DOC). The pass-through entity

making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.

- 3.12 Federal award Assistance Listing Number (ALN) and title: [REDACTED]
- 3.13 This Award will not be used for R&D.
- 3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200, subpart E.

4. DEFINITIONS

Words have the meanings given by 2 CFR 200.1. In addition, where consistent with 2 CFR 200.1 and all applicable NTIA guidance, the following terms shall be construed and interpreted as follows:

- 4.1 **“Agreement”** means this agreement, including all attached exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- 4.2 **“Award”** means the subgrant of federal financial assistance by the State to the Grantee memorialized in this Agreement.
- 4.3 **“Award Amount”** means the maximum amount of Grant Funds which may be paid to the Grantee under this Agreement.
- 4.4 **“BEAD”** means the Broadband Equity, Access, and Deployment (BEAD) Program (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) (Infrastructure Act or Act), also known as the Bipartisan Infrastructure Law, 47 U.S.C. § 1701, *et seq.*, and the Department of Commerce, National Telecommunications and Information Administration (NTIA) regulations implementing Section 60102 and all related policies and guidance.
- 4.5 **“Breach of Agreement”** means an uncured Event of Default under Section 11 of the General Provisions of this Agreement. This includes, but is not limited to, the initiation of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the initiation of such proceeding. If Grantee is debarred, suspended, or otherwise determined to be ineligible to receive federal financial assistance at any time during the Term of this Agreement, then such ineligibility shall constitute a Breach of Agreement.
- 4.6 **“Broadband Serviceable Location”** (BSL) is a residential or business location in the United States where fixed broadband internet access can be installed as defined by the Federal Communications Commission.
- 4.7 **“Budget”** means the budget detailed in Exhibit C for the work described in Exhibit B.
- 4.8 **“Contractor”** has the meaning given by 2 CFR 200.1.
- 4.9 **“Exhibits”** means the exhibits listed in Exhibit A, section 1 of this Agreement.
- 4.10 A **“federal award”** has the meaning given in 2 CFR 200.1. The **“Federal Award”** means the grant of federal financial assistance from the United States Department of Commerce to the State of New Hampshire, a portion of which is granted to the Grantee under this Agreement.
- 4.11 A **“federal awarding agency”** has the meaning given in 2 CFR 200.1. The **“Federal Awarding Agency”** refers to the United States Department of Commerce which is the federal awarding agency for this Award.
- 4.12 **“Federal interest period”** means the federal interest period defined in Exhibit A, Section 12.
- 4.13 **“Fixed amount subaward”** means a subaward which identified as such and is structured and carried out in accordance with 2 CFR 200 as modified by the U.S. Department of Commerce’s “BEAD Policy Notice of Part 200 Exceptions” available at:
https://broadbandusa.ntia.doc.gov/sites/default/files/2023-12/BEAD_Policy_Notice_of_Part_200_Exceptions_Related_Issues.pdf.
- 4.14 **“Funded Network”** means any broadband internet service belonging to or operated by the Grantee which is funded in any way and to any extent with BEAD funds.
- 4.15 **“Grant Funds”** means funds made available for payment by the State pursuant to the terms and

conditions of this Agreement.

- 4.16 **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- 4.17 **“Major purpose”** of a grant is a broadband infrastructure project(s) if more than 50% of the estimated total costs (e.g., labor, permitting expenses, equipment, etc.) under the grant are necessitated by the broadband infrastructure project(s) activities. NTIA retains the authority to review grant agreements and revise determinations regarding the major purpose of a grant.
- 4.18 **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- 4.19 **“Personally Identifiable Information”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- 4.20 The **“Project”** means the Grant funded activities described in Exhibit B of this Agreement. A **“project”** carries the same meaning as the term “project” as used in Section IV.B.7.a.ii. of the BEAD Notice of Funding Opportunity (NOFO). For the sake of clarity, broadband infrastructure projects include:
- 4.20.1 last-mile broadband deployment projects, as that term is used in Section IV.B.7.a.ii. of the NOFO, with the exception that projects for which the major purpose is training or workforce development are not considered broadband infrastructure projects;
- 4.20.2 projects to deploy Middle Mile Infrastructure, as that term is defined in Section I.A.(o) of the NOFO; and
- 4.20.3 projects to deploy internet and Wi-Fi infrastructure within a multi-family residential building.
- 4.21 A **“recipient”** has the meaning given in 2 CFR 200.1. The **“Recipient”** means the State of New Hampshire.
- 4.22 A **“subrecipient”** has the meaning given by 2 CFR 200.1. The **“Subrecipient”** means the Grantee.
- 4.23 **“Total Project Funds”** means the total of all of the funds contemplated by this Agreement including **Grant Funds and Matching Funds.**
- 4.24 **“Uniform Guidance”** means the edition of 2 CFR 200 which was in effect on the date of the Federal Award and is applicable to this Award.
- 4.25 **“Project work”** or **“work”** means the goods delivered and services performed pursuant to this Agreement.

5. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in the Broadband Equity, Access, and Deployment Program authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021) (Infrastructure Act) also known as the Bipartisan Infrastructure Law, for which Grantee has not received payment or reimbursement from any other source.

6. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 6.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contract, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable BEAD costs and require compliance with 2 CFR 200 and other applicable requirements.
- 6.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights

reserved to the State under this grant agreement.

- 6.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 6.2 Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

7. GUIDANCE

- 7.1 Grantees must comply with all requirements, applicable to each individual award, contained in the following: 47 U.S.C. § 1702, the BEAD Restructuring Policy Notice, the BEAD Notice of Funding Opportunity (NOFO), the November 12, 2020 [Department of Commerce Financial Assistance Standard Terms and Conditions](#) (the federal award was dated prior to the new version released in October 2024), the General Terms and Conditions for the BEAD Program, the Specific Award Conditions, New Hampshire's Initial and Final Proposals and 2 C.F.R. Part 200. In any case where language among two or more authorities appears inconsistent, the relevant authorities should be read and interpreted in a manner which emphasizes consistency and harmonization across all relevant authorities. Where harmonization is impossible, Grantees should prioritize following the language contained in these authorities in the following order (from highest to lowest priority): 47 U.S.C. § 1702; the BEAD Restructuring Policy Notice; 2 C.F.R. Part 200; the General Terms and Conditions for the BEAD Program; the BEAD NOFO; the Department of Commerce Standard Terms and Conditions; any additional guidance issued by NTIA or DOC, the Award's specific award conditions as memorialized in this Agreement and its exhibits; New Hampshire's Initial and Final Proposals. The Grantee assumes ultimate responsibility for compliance with the requirements of this Award.
- 7.2 All BEAD program guidance issued by the National Telecommunications and Information Administration is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, *2024 BEAD Program General Terms and Conditions* and *U.S. Department of Commerce Financial Assistance Standard Terms and Conditions*. All guidance is available at <https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>.
- 7.3 The National Telecommunications and Information Administration may issue subsequent or further guidance on allowable uses of BEAD funds at its website <https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 7.4 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: **33-20-B063**) are incorporated herein and made part of this Agreement as if set forth in full.

8. ADMINISTRATIVE COSTS

The Grantee may use funds provided under this award to cover direct administrative costs, subject to the State's approval of the Project Budget.

9. REPORTING & MONITORING

- 9.1 The Grantee shall comply with periodic project and financial reporting, including but not limited to, reporting on progress made toward performance measures and financial expenditures. Reporting shall occur at a cadence of no less than semi-annually. The Grantee shall continue to adhere to reporting requirements even after fulfilling its performance obligation of completing build-out and receiving payment. The State may request additional project information as deemed necessary to comply with

state and federal reporting requirements. The Grantee shall comply with any such request in no more than 30 calendar days. Failure to comply with reporting requirements shall constitute a breach of this agreement.

- 9.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 9.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process. Remedial action may be including but not limited to reconstruction of inadequately or non-compliantly maintained records, actions needed to address failures of internal controls, or termination or amendment of non-compliant contracts.

10. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify completion of the Project at most 48 months after the signing of this Agreement. Extensions may be granted at the sole discretion of the State and is subject to NTIA approval.

11. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 11.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
 - 11.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 11.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
 - 11.2.1 Grantee shall not enter into any subawards without confirming that the subgrantee is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
 - 11.2.2 Grantee shall not enter into any contracts with a value equal to or exceeding \$30,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

12. REAL PROPERTY & EQUIPMENT

- 12.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of the federal's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist for ten years from December 31st of the year the award was closed out. ("Federal Interest Period").
- 12.2 Title to real property or equipment acquired or improved under this Award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period, the Grantee and any successors or transferees:
 - 12.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;

- 12.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
- 12.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- 12.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
- 12.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- 12.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 12.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 12.2.8 May otherwise sell or transfer Project Property only after provision of notice to NTIA that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 12.2.9 Shall notify the State and NTIA upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 12.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 12.4 Shall not encumber Project Property except as provided in section 12.4.1. Grantee may not enter into any encumbrances that interfere with the construction, intended use, operation, or maintenance of Award funded property during the Federal Interest Period.
- 12.4.1 Grantee may encumber Project Property only after provision of notice to NTIA and to the State. The DOC must receive either a first priority security interest (preferred) or a shared first priority security interest in the Project Property such that, if the Project Property were foreclosed upon and liquidated, DOC would receive, on a pari-passu basis with other first position creditors, the portion of the fair market value of the property that is equal to DOC's contribution to the project costs. For example, if the DOC had contributed 50% of the project costs, the DOC would receive, on a pari-passu basis, 50% of the current fair market value of the property when liquidated.
- 12.4.2 Grantee shall comply with any future NTIA guidance regarding notice requirements for encumbrances.
- 12.5 Grantee shall prepare and properly record a "Covenant of Purpose, Use, and Ownership" (Covenant) to document the federal interest in Award-funded real property. The Covenant shall acknowledge that Grantee holds title to the Project Property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes or alienates an interest in the Project Property or uses it in a manner inconsistent with the public purpose of the BEAD award, during the useful life of the Project Property. The Covenant must be properly recorded in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the Project Property during its useful life and that NITA retains an undivided equitable reversionary interest in the Project Property during the Federal Interest Period.
- 12.5.1 Grantee shall prepare the Covenant using the suggested sample form provided by NTIA.
- 12.5.2 Before the Covenant is recorded, Grantee shall provide a copy to the State for review and shall incorporated any amendments required by the State into the recorded Covenant.

- 12.5.3 After the Covenant is recorded, Grantee shall provide a certified copy or other proof of filing of the Covenant to the State. Such proof must include a copy of the filed Covenant.
- 12.6 After acquiring all or any portion of the equipment under this award, Grantee shall properly file a UCC-1 with the appropriate State office where the equipment will be located in accordance with State of New Hampshire Uniform Commercial Code (UCC). This security interest shall be executed in advance of any sale or lease and not later than closeout of the Award. A clear and accurate inventory of the subject equipment must be attached to and filed with the UCC-1.
- 12.6.1 The UCC filing must include the below or substantively similar language:

The equipment set forth at Attachment A hereto was acquired with funding under a financial assistance award (33-20-B063) issued by the National Institute of Standards and Technology, U.S. Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable revisionary interest (federal interest) in the equipment for 10 years after the end of the year in which the award is closed out in accordance with 2 CFR 200.344.

- 12.6.2 Within 15 calendar days following the required UCC filing(s), Grantee shall provide BEA with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with Award funding, including all subgrants, along with a certification from legal counsel licensed by the State of New Hampshire (“Attorney’s Certification”) that the UCC filing was properly executed and filed in accordance with State law. The Attorney’s Certification must include the below or substantively similar language:

*NIST Award Number 33-20-B063
Pursuant to 28 USC 1746, I hereby certify as follows:
I am legal counsel at _____.*

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

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

I certify that this/these UCC-1 form(s) has/have been validly executed and properly recorded as noted above.

I certify under the pains and penalties of perjury that the foregoing is true and correct.

Executed on this _____ day of _____.

*(Attorney name and title)
(Address and phone number)*

- 12.6.3 During the useful life of the equipment, Grantee shall file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth in this Award. Copies of all filed UCC continuation statements, together with an Attorney’s

Certification, must be submitted to BEA within 15 calendar days following each such filing. The UCC filings and accompanying Attorney's Certification(s) must be acceptable in form and substance to the NTIA and the National Institute of Standards and Technology (NIST) Grants Officer.

- 12.7 If the Grantee fails to comply with the provisions of 12.2 through 12.6 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(d) or 2 CFR 200.313(e), as applicable.

13. EMINENT DOMAIN

- 13.1 As applicable, in accordance with Executive Order 13406, "Protecting the Property Rights of the American People" (June 28, 2006), Grantee shall:
- a. Not use any power of eminent domain available to the Grantee (including the commencement of eminent domain proceedings) for use in connection with this Award for the purpose of advancing the economic interests of private parties;
 - b. Not accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with this Award for the purpose of advancing the economic interests of private parties.
- 13.2 Any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Grantee or any other entity that has the power of eminent domain, in connection with this Award shall be initiated exclusively by the State and shall be conducted in accordance with RSA 498-A and Executive Order 1306 "Protecting the Property Rights of the American People" (June 28, 2006).

14. SITE ACCESS

The Grantee agrees to allow the State or representatives of the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

15. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

16. PREVENTION OF FRAUD, WASTE, AND ABUSE

- 16.1 Grantees must monitor award activities for common fraud schemes, including but not limited to:
- a. false claims for materials and labor;
 - b. bribes related to the acquisition of materials and labor;
 - c. product substitution;
 - d. mismarking or mislabeling on products and materials; and
 - e. time and materials overcharging.
- 16.2 Should a Grantee detect any fraud schemes or any other suspicious activity, the Grantee must contact the Office of Broadband Initiatives at broadband@livefree.nh.gov. For more information, please refer to the guidance provided by the Office of Broadband Initiatives on reporting program fraud, waste, and abuse: [reporting-fraud,-waste-abuse-office-of-broadband-i.pdf](#).
- 16.3 Additionally, in accordance with 2 CFR 200.113, an applicant or Grantee must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Grantees are required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (*See also* 2 CFR Part 180, 31 USC 3321, and 41 USC 2313.)

17. FIXED AMOUNT SUBAWARD STRUCTURE

- 17.1 This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in NTIA's Uniform Guidance Policy Notice ([https://broadbandusa.ntia.gov/sites/default/files/2023-12/BEAD Policy Notice of Uniform Guidance Part 200 Exceptions Related Issues.pdf](https://broadbandusa.ntia.gov/sites/default/files/2023-12/BEAD_Policy_Note_of_Uniform_Guidance_Part_200_Exceptions_Related_Issues.pdf)), which modifies the standard Uniform Guidance requirements for fixed amount subawards. The Uniform Guidance Policy Notice is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by the NTIA, and any future guidance provided by the NTIA is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the Uniform Guidance Policy Notice:
- a. The amount of this Award is not capped at the Simplified Acquisition Threshold.
 - b. BEAD subrecipients may retain program income without restriction. As a result, subrecipients may retain program income, such as income derived from the servicing and use of supported networks and connections (e.g., wholesale revenues, end-user subscription revenues, etc.), for profit.
 - c. This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
 - d. This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.318-320 and 200.324-326. All other Uniform Guidance procurement standards apply.
 - e. This Award may be subject to a cost-sharing or cost-matching requirement.
 - f. The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 12 of this Exhibit.
 - g. The property standards set forth in 2 CFR 200.314-315 for supplies and intangible property, respectively, shall not apply to this Award.
 - h. The Grantee must certify that the project has reached completion on at latest 48 months after the signing of the Agreement. "Completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At completion, service operations and management systems infrastructure must be operational.
- 17.2 Other than the exceptions and modifications detailed in the Uniform Guidance Policy Notice and any other applicable NTIA guidance, Grantee must comply with 2 CFR 200.

18. INSPECTION AND TESTING OF MATERIALS

Grantee, as applicable, shall ensure that all materials and equipment used in the completion of the work are subject to adequate inspection and testing in accordance with accepted standards. Construction materials, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. Broadband infrastructure is subject to testing to meet speed and latency requirements outlined in section 25. Grantee shall ensure that documentation of same is cataloged and retained.

19. REQUIREMENTS DURING CONSTRUCTION

During construction, Grantee, as applicable, shall be responsible for:

- a. Ensuring that it meets all deadlines in approved plans and specifications;
- b. Monitoring the progress of grant funded activities;
- c. Reporting progress;
- d. Providing for required construction permits and adequate construction inspection;
- e. Promptly paying costs incurred for grant funded activities;

- f. Monitoring contractors' compliance with federal, State, and local requirements; and
- g. Grantee shall apply, where feasible, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction of the Project.
- h. Constructing and maintaining in good condition throughout the construction period a sign or signs, at the site of grant funded activities in a conspicuous place indicating that the federal government is participating in the activities. Signs should not be produced or displayed if doing so results in unreasonable cost or expense. NTIA has determined that where construction is taking place in a remote area with few, if any, passersby, then the costs of producing a sign outweigh the benefits of displaying signage.

20. PERFORMANCE BOND OR LETTER OF CREDIT

- 20.1 Prior to Effective Date of this Agreement, Grantee shall furnish either a Performance Bond or a Letter of Credit, to the New Hampshire Office of Broadband Initiatives, which meets the requirements of this Section. The expense of the Performance Bond or Letter of Credit, shall be borne by Grantee and the bonds or letter shall be filed with the Office of Broadband Initiatives prior to the issuance of a Notice to Proceed with construction.
- 20.2 A Grantee may choose to pursue a Letter of Credit Waiver and submit a Performance Bond equal to 100 percent of the BEAD subaward amount, provided that the bond is issued by a company holding a certificate of authority as an acceptable Surety on federal bonds as identified in the Department of Treasury Circular 570. The Performance Bond cannot be reduced as project milestones are reached. If, at any time, a Surety that issued a Performance Bond required by this Agreement is found to be, or ceases to be in strict compliance with any qualification requirements of this Agreement, or loses its right to do business in the State of New Hampshire, another Surety will be required, which Grantee shall furnish to the State within ten (10) days after receipt of notice from the State or after Grantee otherwise becomes aware of such conditions.
- 20.3 A Grantee may submit a Letter of Credit, prior to the Effective Date of this grant Agreement. If Grantee elects to furnish a Letter of Credit, Grantee shall furnish a Letter of Credit substantially equivalent to the model letter of credit posted on BEA's website available at: <https://www.nheconomy.com/office-of-broadband-initiatives/bead/subgrantee-selection>. The Letter of Credit shall be in the amount of ten (10%) of the full amount of the Total Project Funds, unless otherwise agreed in writing by the Office of Broadband Initiatives. If, at any time, a bank or credit union that issued a Letter of Credit required by this Agreement is found to be, or ceases to be in strict compliance with any qualification requirements of this Agreement, or loses its right to do business in the State of New Hampshire, a Letter of Credit from another bank or credit union will be required, which Grantee shall furnish to the State within ten (10) days after receipt of notice from the State or after Grantee otherwise becomes aware of such conditions.

21. ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) REVIEW

- 21.1 Grantee shall comply with the requirements of all applicable federal, State, and local environmental laws, regulations, and standards and must ensure that contractors and subcontractors comply with all such requirements as well.
- 21.2 EHP Pre-Implementation and Funding Conditions
 - Except for the limited permissible activities identified in Section 21.6 below, Grant funds shall not be disbursed to Grantee prior to the following:
 - a. The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the State, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that

meets the requirements of NEPA;

- b. The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;
- c. The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and
- d. Demonstration of compliance with all other applicable federal, state, and local environmental laws and regulations.

21.3 Grantee Compliance with NEPA

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

- a. Not commence implementation and funds shall not be disbursed to Grantee until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified in Section 21.6 below;
- b. Timely prepare any required NEPA documents and obtain any required permits, and must adhere to any applicable statutory deadlines as described in 42 U.S.C. 4336a(g); and
- c. Provide a milestone schedule identifying specific deadlines and describing how Grantee proposes to meet these timing requirements including, as required, the completion of consultations, the completion of NEPA and Section 106 reviews, and the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs).

21.4 Grantee Compliance with NHPA Section 106

To ensure the timely completion of historic preservation review for all BEAD-funded activities, the Grantee shall adhere to, and ensure that all subgrantees adhere to, the provisions of the NTIA memorandum to SHPOs, Tribal Historic Preservation Officers (THPOs), and Internet for All (IFA) grant recipients authorizing IFA grant recipients to initiate Section 106 consultation for NTIA funded projects.

21.5 Grantee shall comply with any further guidance provided by NTIA regarding its responsibilities under this section.

21.6 Limited Permissible Pre-Implementation Activities

The Grantee must ensure that implementation (site preparation, demolition, construction, ground disturbance, fixed installation, or any other implementation activities) does not begin prior to the completion of all EHP requirements as outlined in this Section. The Grantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—*e.g.*, mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts—and ensure that Subcontractors comply with such conditions as well. The Grantee must also provide any information requested by NTIA or the State to ensure both initial and ongoing compliance with all requirements described above.

21.6.1 Only if approved by the State in writing, prior to the completion of the EHP review process, Grantee may undertake limited permissible activities under NEPA to proceed using grant funds, including the following:

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

- d. Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act; and/or
 - e. Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).
- 21.6.2 If Grantee undertakes unauthorized project activities in contravention of this Section it does so at its own risk. The State may consider such activities to be Events of Default under this agreement or cause for the imposition of the remedies identified in 2 CFR 200.339.
- 21.6.3 Grantee shall notify the State within 24 hours upon receipt of any Section 106 notices of foreclosure; notices requesting continuing or supplemental consultation received from the SHPO, THPO, or other consulting party or the USFWS or NMFS; or notices of noncompliance received from consulting authorities or regulatory agencies.
- 21.6.4 Any change to the approved scope of Award funded activities proposed after the completion of environmental and historic preservation review that has the potential for altering the nature or extent of environmental or historic preservation impacts shall be brought to the attention of the State and will be re-evaluated for compliance with applicable requirements.
- 21.6.5 Archaeological Resources: Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Grantees shall notify the State of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. If any potential archeological resources or buried human remains are discovered during construction, the Grantee shall immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to call local authorities and notify the State. Such construction activities may then only continue with the written approval of the State.

22. SCHEDULING INSPECTION FOR FINAL ACCEPTANCE

Grantee shall schedule a final inspection for each broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. Representatives of the State, NTIA, Grantee, the architect/engineer, and the contractor(s)/subcontractor(s) may attend the Grantee's final inspection for each project. The State must be given reasonable advance notice of each final inspection so that a representative of the State and NTIA may participate.

23. PROHIBITION ON THE SUPPLANTATION OF FUNDS

Consistent with 47 U.S.C. § 1702(l), Grantee shall use Grant funds to supplement, and not supplant, the amounts of federal or non-federal funds that Grantee would otherwise make available for the purposes for which Grant funds may be used. *See also* NOFO V.H.2.

24. CIVIL RIGHTS AND NONDISCRIMINATION LAW COMPLIANCE

Consistent with 47 U.S.C. § 1702(g)(2)(C)(ii), Grantee must abide by the non-discrimination requirements set forth in the legal authorities listed in the NOFO, to the extent applicable. Failure to do so may result in termination of this Award and/or recoupment of funds already disbursed.

25. NETWORK CAPABILITIES

Pursuant to 47 U.S.C. § 1702(g)(1)(A), Grantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO IV.C.2.a. Funded Networks shall deliver Reliable Broadband Service with speeds of not less than 100

Mbps for downloads and 20 Mbps for uploads. In addition, 95 percent of latency measurements during testing windows must fall at or below 100 milliseconds round-trip time. Each Funded Network's outages should not exceed, on average, 48 hours over any 365-day period except in the case of natural disasters or other force majeure occurrence.

26. DEPLOYMENT DEADLINES AND BENCHMARKS

Pursuant to 47 U.S.C. § 1702(h)(4)(C), Grantee shall deploy its Funded Networks and begin providing broadband service to each serviceable location not later than four years after the Award date. The Grantee shall establish interim buildout milestones, enforceable as conditions of the subgrant, sufficient to ensure that Grantees are making reasonable progress towards meeting the four-year deployment deadline. The Grantee may, following consultation with BEA and the NTIA, extend the deadlines under this subparagraph if the Grantee reasonably determines that (i) the Grantee has a specific plan for use of the grant funds, with broadband infrastructure project completion expected by a specific date not more than one year after the four-year deadline; (ii) the construction project is underway; or (iii) extenuating circumstances require an extension of time to allow the project to be completed.

27. CONDUIT ACCESS POINTS

Pursuant to 47 U.S.C. § 1702(h)(4)(D), any Funded Network deployment project that involves laying fiber-optic cables or conduit underground or along a roadway shall include interspersed conduit access points at regular and short intervals for interconnection by unaffiliated entities.

28. AFFORDABILITY AND LOW-COST PLANS

Pursuant to 47 U.S.C. § 1702(h)(4)(B), Grantee shall offer at least one low-cost broadband service option which offers speeds of at least 100/20 Mbps and latency performance of no more than 100 milliseconds consistent with BEAD program requirements. Pursuant to Section 1702(h)(5)(C), NTIA or the State may take corrective action, including recouping of funds from the Grantee, for noncompliance with the statutory low-cost plan requirement. Grantee shall adhere to the application description of its low-cost plan requirements to ensure that all consumers have access to affordable high-speed internet. Eligible subscribers to this low-cost broadband service option are those which qualify for the FCC's Lifeline Program. Grantee shall be responsible for verifying low-cost broadband service option eligibility and may ask potential subscribers to provide the same documentation necessary to confirm eligibility as is required by the Lifeline program. Grantee must continue to offer the low-cost broadband service option to eligible subscribers, during the Federal Interest Period.

29. ACCESS TO SERVICE

Pursuant to 47 U.S.C. § 1702(g)(2)(C)(ii), operators of Funded Networks shall provide access to broadband service to each customer served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory. *See* NOFO IV.C.2.c.iii.

30. PUBLIC NOTICE

Pursuant to 47 U.S.C. § 1702(h)(4)(G), Grantee shall carry out public awareness campaigns in its service areas that are designed to highlight the value and benefits of broadband service in order to increase the adoption of broadband service by consumers, including information about low-cost broadband service options for eligible subscribers.

31. INTERCONNECTION REQUIREMENTS AND WHOLESALE ACCESS

Consistent with 47 U.S.C. § 1702(h)(4)(E), Grantee shall allow such interconnection at any technically feasible point on the Middle Mile Infrastructure network (without exceeding current or reasonably anticipated capacity limitations). If at any time, Grantee is no longer able to provide broadband service to the end user locations covered by this Award on a retail basis, remedial action shall be taken to ensure continuity of service. In consultation with NTIA, the State shall require the Grantee to sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to one or more other broadband service providers or public-sector entities or sell the network in its entirety to a new provider who commits to providing services under the terms of the BEAD Program.

32. CYBERSECURITY AND SUPPLY CHAIN RISK MANAGEMENT (SCRM)

- 32.1 Pursuant to 47 U.S.C. § 1702(g)(1)(B), Grantee, in carrying out activities using amounts received from the State, shall comply with prudent cybersecurity and supply chain risk management practices, as specified by the Assistant Secretary, in consultation with the Director of the National Institute of Standards and Technology and the Federal Communications Commission.
- 32.2 Grantee shall comply with the cybersecurity plan included in its Approved BEAD Grant Application (Exhibit K), which may be modified as discussed in this subsection.
- 32.2.1 Grantee shall ensure that its cybersecurity plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented.
- 32.2.2 The plan will be reevaluated and updated on a periodic basis and as events warrant. If Grantee makes any substantive changes to the plan, a new version will be submitted to the State within 30 days.
- 32.2.3 The State will provide the Grantee's plan to NTIA upon NTIA's request.
- 32.3 Grantee shall comply with the SCRM provided in its Approved BEAD Grant Application (Exhibit K), which may be modified as discussed in this subsection.
- 32.3.1. Grantee shall ensure that its SCRM plan is based upon the key practices discussed in the NIST publication NISTIR 8276, [Key Practices in Cyber Supply Chain Risk Management: Observations from Industry](#), and related SCRM guidance from NIST, including NIST 800-161, [Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations](#) and specifies the supply chain risk management controls being implemented.
- 32.3.2. The plan will be reevaluated and updated on a periodic basis and as events warrant. If the Grantee makes any substantive changes to the plan, a new version will be submitted to the State within 30 days.
- 32.3.3. The State will provide the Grantee's plan to NTIA upon NTIA's request.
- 32.4 To the extent the Grantee relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), Grantee shall obtain the above attestations from its network provider with respect to both cybersecurity and supply chain risk management practices. *See* NOFO IV.C.2.c.vi.

33. PROHIBITION ON PROFIT AND FEES

A profit, fee, or other incremental charge above actual cost incurred by Grantee is not an allowable cost under this Award. *See* NOFO V.H.2.b.

34. PROHIBITION ON USE OF GRANT FUNDS TO SUPPORT OR OPPOSE COLLECTIVE BARGAINING

A Grantee may not use Grant Funds, whether directly or indirectly, to support or oppose collective bargaining. *See* NOFO V.H.2.c.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

In accordance with 2 CFR Part 170, Grantee shall comply with reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282). In general, all Grantees are responsible for reporting subgrants of \$30,000 or more. In addition, Grantees that meet certain criteria are responsible for reporting executive compensation. Applicants must ensure they have the necessary processes and systems in place to comply with the reporting requirements should they receive funding. *See also* NOFO VII.H.

36. PROTECTED AND PROPRIETARY INFORMATION

36.1 Grantee shall support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with the State, the Department, of Commerce and external program evaluators.

36.2 In accordance with 2 CFR 200.303(e), Grantee shall take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award. *See also* NOFO IX.B.

37. CLOSEOUT

Closeout shall be completed in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, inspection and testing of materials outlined in Section 18, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no less than 30 days after a request for a response.

38. REQUIRED CONTRACT TERMS

In addition to any other provisions required by federal, state, or local law, by this Agreement, or by the prime award agreement between the Department of Commerce and the State of New Hampshire, Grantees must:

- a. abide by the following terms, as applicable, and
- b. include the following terms in all contracts and subawards issued under this award, as applicable.

38.1. Administrative, Contractual, or Legal Remedies to Contract Violations

Any contracts issued under this subaward with a value in excess of the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

38.2. Termination for Cause and Convenience

Any contract issued under this subaward with a value in excess of \$10,000 (ten thousand dollars) must address termination for cause and for convenience by the Grantee, including the manner by which it will be effected and the basis for settlement.

38.3. Equal Employment Opportunity in Construction

38.3.1. The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant,

contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b) which is incorporated into this Agreement by reference.

38.3.2. The Grantee further agrees that it will be bound by the equal opportunity clause provided under 41 CFR 60-1.4(b) with respect to its own employment practices when it participates in federally assisted construction work:

Provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

38.3.3. The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

38.3.4. The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

38.4. Davis Bacon

All prime construction contracts in excess of \$2,000 awarded by Grantee must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

38.5. Copeland Anti-Kickback

38.5.1. All contracts in excess of \$2,000 (two thousand dollars) for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each grantee, contractor, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to the Office of Broadband Initiatives.

38.5.2. All contracts in excess of \$2,000 (two thousand dollars) for construction or repair using funds under this grant shall include a provision for compliance with the requirements stated in 40 U.S.C. 3145 as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors

on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

38.6. Contract Work Hours and Safety Standards Act (40 USC 3701-3708)

All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 50. Under 40 USC 3072 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 USC 3904 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 for contracts for transportation or transmission of intelligence.

38.7. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the United States Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).

38.8. Debarment and Suspension (Executive Orders 12549 and 12689)

38.8.1. 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 Order 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

38.8.2. See Exhibit J

38.9 Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (See Exhibit E(3)). Each tier certifies to the tier about 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 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

38.10 Prohibition on Certain Telecommunication and Video Surveillance Equipment (2 CFR 200.216)

38.10.1. Grantee and its subgrantees, contractors, and subcontractors are prohibited from using BEAD funds, including the non-federal share, to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

38.10.2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

38.10.3. Grantee and its subgrantees, contractors, and subcontractors are prohibited from using BEAD funds, including the non-federal share, to purchase or support any communications equipment or services covered by the Secure and Trusted Communications Act of 2019 (47 USC 1608). *See* NOFO VIII.H.2.a

38.10.4. See Public Law 115-232, section 889 for additional information.

38.10.5 See also 2 CFR §200.471.

38.11. Domestic Preference for Procurement (2 CFR 200.322)

38.11.1. As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a federal award, 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.

38.11.1.1 For purposes of this section:

a. “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.

b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

38.11.2 Grantee shall comply with Build America Buy America Act (BABA) consistent with applicable legal authorities, such as the Infrastructure Act, Executive Order 14005, 2 CFR Part 184, OMB Memo M-24-02, and any applicable waivers issued by the Department of Commerce. All waivers applicable to BEAD will be posted on the Build America, Buy America page maintained by the Department of Commerce Office of Acquisition Management at <https://www.commerce.gov/oam/build-america-buy-america>.

38.12. Procurement of Recovered Materials (2 CFR 200.323)

If the Grantee is a political subdivision of the State (such as a county, municipality, or school district), the Grantee and its contractors 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 246 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.

38.13. Protections for Whistleblowers

38.13.1. In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant. A person that believes they have been the subject of retaliation for protected whistleblowing can contact the Department of Commerce, Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Hotline.aspx>, or the U.S. Office of Special Counsel, toll free at 1-800-872-9855.

38.13.2. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the US Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.

38.13.3 The Grantee and all subgrantees, contractors, and subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce. Additionally, the Grantee shall publicize telephone numbers and email addresses for the Office of Inspector General (or comparable entity) and/or subgrantees' internal ethics office (or comparable entity) for the purpose of reporting waste, fraud or abuse in the Program. This includes an acknowledgment of the responsibility of the Grantee to produce copies of materials used for such purposes upon request of the Federal Program Officer.

38.14. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 USC §§4601 – 4655)
Any acquisition of real property or displacement of persons resulting from projects funded in whole or in part by this grant must be conducted in accordance with 42 USC §§4601 – 4655 and its implementing regulations.

38.15. Generally Applicable Environmental Laws and Regulations

The Grantee and any subgrantees, contractors, or subcontractors must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the BEAD NOFO, any

supplemental guidance release by NTIA, or the terms and conditions of this agreement or the prime agreement between NTIA and the State.

38.16. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18. 1997), Grantee shall encourage its subgrantees and contractors to adopt and enforce on-the-job seat belt policies and programs for their employee when operating company-owned, rented, or personally owned vehicles.

38.17. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee shall encourage its employees, subgrantees, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee should establish workplace policies to decrease accidents caused by distracted drivers.

39. Clawback Provisions

39.1 In addition to the remedies discussed under Section 11 of the General Provisions of this Agreement, if the State or NTIA determine that the Grantee has failed to comply with any material requirement under applicable law or this agreement including but not limited to failure to spend or failure to document the expenditure of Grant Funds on eligible project-related expenses and the Grantee cannot or will not remedy such failure, the State may require the Grantee to return up to the entire amount of the Grant Funds to the State, at the discretion of the State.

39.2 If the Grantee fails to provide the minimum advertised connection speed and cost at the advertised rate described in this agreement, it will constitute an Event of Default under Section 11 of the General Provisions of this Agreement. The Grantee shall be liable to the State for all Grant Funds, up to the entire amount received through the BEAD program. The number of subscribers that subscribe to Broadband Service offered by the Grantee in the project area shall not be a measure of performance under this Agreement for the purposes of this provision.

39.3 NTIA may pursue clawback of funds directly from the State if the State fails to ensure the Grantees accountability to the fullest extent of the law. To the extent NTIA successfully pursues clawback from the State on these grounds, the Grantee shall reimburse the State in an amount equal to the clawback.

**EXHIBIT B
SCOPE OF SERVICES**

1. GRANT SCOPE

The proposed project submission(s), as described and approved in EXHBIT K “APPROVED BEAD APPLICATION(S),” is incorporated by reference as if fully set forth herein.

2. SERVICE AREAS

Grantee shall service all eligible BSLs within the following Project Service Areas: **INSERT PROJECT SERVICE AREAS**. Matched funds shall be disbursed based on the completion of individual projects as outlined below.

3. INDIVIDUAL PROJECT SUMMARIES

- 3.1 This project shall serve **X total locations** in **INSERT PROJECT SERVICE AREA**, delivering minimum 100/20 Mbps service to the BSL. The technology used in this project will be **INSERT TECHNOLOGY TYPE**. Grantor shall provide a **% MATCH** to the total project cost of **\$\$\$**. The source of the unmatched funds for this project will be **SOURCE**.
- 3.2 This project shall serve **X total locations** in **INSERT PROJECT SERVICE AREA**, delivering minimum 100/20 Mbps service to the BSL. The technology used in this project will be **INSERT TECHNOLOGY TYPE**. Grantor shall provide a **% MATCH** to the total project cost of **\$\$\$**. The source of the unmatched funds for this project will be **SOURCE**.
- 3.3 This project shall include a low-cost broadband service option of **INSERT DOLLAR AMOUNT**. The low-cost broadband service option shall offer speeds of at least 100/20 Mbps and latency performance of no more than 100 milliseconds consistent with BEAD program requirements.

EXHIBIT C PAYMENT TERMS

1. AWARD AMOUNT

Grantee shall be paid up to the Award Amount associated with the Project outlined in Exhibit B, on completion of the Project.

2. PRICING STRUCTURE

PUT THE PRICE STRUCTURE HERE. TABLES ARE PREFERRED IF APPLICABLE. TBD (THIS WILL BE THE INDIVIDUAL PROJECT BUDGET)

The State may amend the pricing structure and the Award Amount at its discretion or at the request of the Grantee within the period of performance. The overall Award amount maximum may be limited to actual project costs at the discretion of the State. The Award Amount or pricing structure may be amended for reasons including but not limited to breach of the Agreement, reduced actual project costs, conformity with current or future NTIA guidance, and for reasons identified elsewhere in this Agreement.

3. PAYMENT REQUEST

Upon completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made on a reimbursement basis to Grantee upon completion of the individual projects. "Completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is complete. The State may deny payment if it cannot verify completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D

Drug-Free Workplace

The Grantee (aka “Contractor”) identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee’s representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fiscal year certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such

conviction;

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

STREET ADDRESS
CITY, STATE, ZIP

Check if there are workplaces on file that are not identified here.

CONTRACTOR/COMPANY NAME

Contractor Name

Upon Governor & Executive Council Approval
through June 30, 2022

Period Covered by this Certification

NAME OF PRESIDENT/CEO/AUTHORIZED SIGNOR FOR
COMPANY/CONTRACTOR

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

Date

STANDARD EXHIBIT E
Lobbying

The Grantee (aka “Contractor”) identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee’s representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): **Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections**

Contract Period: **Upon Governor & Executive Council Approval through June 30, 2022**

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRESIDENT/CEO

Contractor Representative Signature

Contractor Representative Title

CONTRACTOR/COMPANY NAME

Contractor Name

Date

STANDARD EXHIBIT F - Debarment

The Grantee (aka “Contractor”) identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee’s representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this Contract, the Grantee is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.
4. The Grantee shall provide immediate written notice to State, to whom this Contract is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
6. The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
7. The Grantee further agrees by submitting this Contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The Grantee (aka "Contractor") certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

PRESIDENT/CEO

Contractor Representative Signature

Contractor Representative Title

CONTRACTOR/COMPANY NAME

Contractor Name

Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Representative Signature	PRESIDENT/CEO
Contractor Name	Date

STANDARD EXHIBIT H
CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Contractor Representative Signature	PRESIDENT/CEO Contractor Representative Title
CONTRACTOR/COMPANY NAME Contractor Name	Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

CONTRACTOR/COMPANY NAME (hereinafter called the "Grantee" and aka "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

Contractor Representative Signature	PRESIDENT/CEO Contractor Representative Title
CONTRACTOR/COMPANY NAME Contractor Name	Date

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (UEI #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees (aka “Contractors”) must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee’s representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

PRESIDENT/CEO
Contractor Representative Signature Contractor Representative Title

CONTRACTOR/COMPANY NAME
Contractor Name Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The SAM number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

____ NO

____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization 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?

____ NO

____ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: ____

Name: _____

Amount: ____

Name: _____

Amount: ____

Name: _____

Amount: ____

Name: _____

Amount: ____

**EXHIBIT K.
APPROVED BEAD APPLICATION**

This page is a placeholder for Exhibit K: Approved BEAD Application. Include all changes that occurred to the submitted application after the subgrantee selection process.

DRAFT

**EXHIBIT L
PRIME GRANT AGREEMENT**

This page is a placeholder for Exhibit L: Prime Grant Agreement.

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