BEAD GRANT AGREEMENT

(Broadband Equity, Access, and Deployment Program Funding)

This Oklahoma Broadband Equity, Access, and Deployment Program Grant Agreement ("Agreement") is entered into by and between the State of Oklahoma by and through the Oklahoma Broadband Office ("OBO") and the ("Subrecipient"),_____, a registered non-federal entity or for-profit entity existing under the laws of the State of Oklahoma and the United States of America, (collectively, the OBO and the Subrecipient are referred to herein as the "Parties").. The OBO has determined that this entity is a Subrecipient under 2 CFR § 200.331, and the Broadband Equity, Access and Deployment Program found in the Infrastructure Investment and Jobs Act of 2021, Division F, Title 1, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021). The Award Agreement includes both this Broadband Equity, Access and Deployment Grant Agreement and the Grant Award Notifications for each project awarded.

The following statements being incorporated into the Agreement:

The purpose of this Agreement is to provide funding to the Subrecipient to deploy Qualifying Broadband Service as described in Subrecipient's application and to fund projects from the Subrecipient that have the major purpose of a broadband infrastructure project. This Agreement is issued under the Broadband Equity, Access and Deployment Program found in the Infrastructure Investment and Jobs Act of 2021, Division F, Title 1, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021), the BEAD NOFO and all additional regulations and guidance promulgated by the Assistant Secretary of Communications and Information and the NTIA before, during and after the period of performance, as well as Uniform Guidance of the Code of Federal Regulations. This grant is considered a fixed amount subaward as defined in 2 CFR § 200.1 and federal financial assistance in relation to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) ("Grant" or "Subaward").

The Subrecipient is granted a fixed amount subaward for one or more BEAD applications to be funded from the Oklahoma's appropriation of BEAD funds, each distributed by OBO and attached hereto as the "Application(s)" (**Exhibit A)**. In reliance on the representations, certifications and warranties made by the Subrecipient herein and in the Application(s), OBO will provide one or more restricted grants to create the total grant amount. This total grant amount shall not exceed **$**_____**.** The total grant amount will include each grant award amount as identified in the grant award notice(s) to the Subrecipient on the terms and conditions stated herein; The Subrecipient will accept the Grant evidenced by each Application, and thereby become a Subrecipient of the BEAD Grant, on the terms and conditions stated herein and on above stated BEAD program authority.

Creation and Maintenance of Separate Accounting. As a prerequisite to receiving grant funding distributions, the Subrecipient shall establish and maintain separate accounting for said BEAD funds in a federally insured account.

Expenditure of money in grant account only for authorized Project purposes. The OBO shall disburse proceeds of the grant to the Subrecipient only for eligible project costs. The Subrecipient shall submit certified requests for disbursement of funds proceeds to the OBO on the forms provided by the OBO. These requests shall be accompanied by such invoices or other documentation as may be required by the OBO to demonstrate that such amounts have been or will be incurred by or on behalf of the Subrecipient for the payment of project costs.

Therefore, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

DEFINITIONS

"**Affiliate**" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with Subrecipient, and that provides broadband service in the same Project area.

"Agreement" means the Award Agreement which includes both the Broadband Equity, Access and Deployment Grant Agreement and the Grant Award Notification for each project.

"Application" means Subrecipient's approved BEAD program application, attached in the manner prescribed by the OBO, hereto as Exhibit(s) A(1-X) and incorporated by reference to this Agreement.

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

"**Award Funds**" means Grant Funds and Matching Funds (*i.e.*, all of the funds associated with this Agreement).

"**BEAD Program**" means the Broadband Equity, Access, and Deployment Program, authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021).

"**BEAD NOFO or NOFO**" means the BEAD Program Notice of Funding Opportunity issued by NTIA on May 13, 2022 (Funding Opportunity Number NTIA-BEAD-2022) as amended and updated by additional regulations and guidance provided by NTIA, including but not limited to the NTIA BEAD Restructuring Policy Notice dated June 6, 2025, and available at https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf

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

"**CAI**" means a community anchor institution as identified by the OBO in Volume I of the BEAD Initial Proposal and updated by the BEAD Restructuring Notice dated June 6, 2025.

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

"**DOC**" means the United States Department of Commerce.

"**DOC ST&Cs**" means the Department of Commerce Financial Assistance Standard Terms and Conditions (September 22, 2025), *available at* *DOC Standard Terms and Conditions| U.S. Department of Commerce*

"*DOC General BEAD T& Cs" means the "General Terms and Conditions for the NTIA Broadband Equity, Access &Deployment Program (BEAD) Program Funds "available at* General Terms and Conditions for NTIA BEAD Funds 2025

"**Federal Grant Officer**" means the NIST grant officer identified on Oklahoma's BEAD Program OGE-450.

"**Federal Interest Period**" is the period during which Subrecipient will hold in trust for the beneficiaries of the BEAD Program all project property in connection with this Agreement.

> BEAD-Funded Broadband Infrastructure Projects: The Federal interest in all real property or equipment acquired or improved as part of a subgrant for which the major purpose is a broadband infrastructure project will continue for ten years after the year in which that subgrant has been closed out in accordance with 2 CFR 200.344. This Federal interest shall apply regardless of whether the asset is acquired or improved with Federal funds or non-Federal matching funds. For example, for all subgrants closed out in 2027, regardless of the month, the Federal interest will last until December 31, 2037. The Federal interest described herein applies to BEAD subgrants for which the major purpose of the subgrant, as defined in Term 45, is a broadband infrastructure project(s).
>
> The Grants Officer, in consultation with the Program Office, shall determine the Federal Interest Period for real property or equipment that will be acquired or improved using BEAD funds (inclusive of both Federal funds and non-Federal matching funds) and not captured in provision (a) of this Term. NTIA will issue further implementation guidance regarding the Federal Interest Period for these BEAD assets.
>
> Per the BEAD Restructuring Policy Notice, NTIA will not take a Federal interest in equipment or property acquired or improved with a LEO Capacity Subgrant. Additionally, the consumer and taxpayer protections set forth in the NOFO apply to the recipients of such subgrants for the duration of the LEO Capacity Subgrant ten-year Federal interest period.

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

"Grant Funds" means the BEAD funding awarded for this Project as identified in the Grant Award Notification and in Exhibit A, the Application (the Total Amount of the Federal Award committed to Subrecipient by the pass-through entity).

"**Initial Proposal**" means Volume I and Volume II Oklahoma's BEAD Initial Proposal, as approved by NTIA and as it may subsequently be amended, available at BEAD on the OBO website.

"**Matching Funds**" means funds or in-kind contributions provided by Subrecipient or the Office to meet the BEAD Program's non-federal match requirement.

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

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

"**OBO**" means the Oklahoma Broadband Office and the Oklahoma Broadband Governing Board

"Project" means the planned and actual installation of broadband facilities and the provision of Qualifying Broadband Service as described in Subrecipient's Application, which is incorporated herein by reference and attached as **Exhibit A**.

"**Project Property**" means real property or equipment acquired or improved using Award Funds, provided that Project Property does not include real property or equipment leased, licensed, or otherwise obtained from a third party — including an Affiliate or parent company of Subrecipient — in which Subrecipient does not hold fee title or a capital lease interest.

.

"**Qualifying Broadband Service**" to a location that is not a CAI is Reliable Broadband Service with (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds. "Qualifying Broadband Service" to a CAI is Reliable Broadband Service with (i) a speed of not less than 1 Gbps for downloads and uploads alike and (ii) latency less than or equal to 100 milliseconds.

"Subrecipient" is defined as either a registered non-Federal entity or a for profit entity, existing under the laws of the State of Oklahoma and the United States of America.

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

Capitalized terms not otherwise defined herein shall have the same meaning ascribed thereto in R.S.

51:2370.22 or, if not defined therein, the BEAD NOFO.

ARTICLE I-REPRESENTATIONS OF THE SUBRECIPIENT

Recognizing that OBO is relying hereon, the Subrecipient represents, as of the date of this Agreement, as follows:

A. Authority.

- The Subrecipient, is a registered entity existing under the laws of Oklahoma that provides broadband service, including, but not limited to, a for-profit, a non-profit, cooperative, local government, municipality or tribal entity, and has full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein).

- The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.

B. Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.

C. Sovereign Immunity. If the Subrecipient is an entity which possesses sovereign immunity, it is a requirement of this Grant Agreement that the Subrecipient irrevocably waives its sovereign immunity with respect to state enforcement of this Agreement. The waiver of sovereign immunity shall be affected by a resolution of the entity's governing body or as required by the Sovereign's constitution, and it is hereby incorporated into this Agreement as (**Exhibit B1**).

D. Tribal Consent to Deploy to Tribal Land. Consistent with NOFO Sections IV.B.7.a.ii.10, pg.38, and IV.B.9.b.15 pg. 48, the OBO may not issue a subgrant to deploy broadband to Unserved Service Projects or Underserved Service Projects that include any locations on Tribal Lands without receiving a Resolution of Consent from each Tribal Government, from the Tribal Council or other governing body, upon whose Tribal Lands the infrastructure will be deployed. The Subrecipient certifies that for each award when required for Tribal land interests, Subrecipient has secured an approved and signed Tribal Consent. Those Consents are incorporated into this agreement and attached as (**Exhibit B2**), "Tribal Consent Documents".

E. Order of Priority. Subrecipient acknowledges that priority is given first to 47 U.S.C. § 1702; then to the award's Specific Award Conditions, the General Terms and Conditions for the BEAD program, the BEAD NOFO as amended by the BEAD Restructuring Policy Notice dated June 6, 2025, then the

Department of Commerce Standard Terms and Conditions (dated September 22, 2025) and finally this grant agreement.

F. SAM Registration. Subrecipient is registered with the U.S. System for Award Management (SAM) and confirms that the Unique Entity Identifier (UEI) listed in Attachment A is the correct such number for the Subrecipient as of the date hereof. The SAM registration must be kept current throughout the duration of the performance period. The OBO will perform annual checks to ensure that this is up to date.

G. No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to OBO in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

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

I. Prohibition Against Assignment by a Non-Federal or For Profit Entity. A Subrecipient must not transfer, pledge, mortgage, assign, encumber or hypothecate this subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

J. Information Submitted. All information, reports, and other documents and data submitted to the OBO and its Representatives in connection with this Agreement (including without limitation, the Application(s) and Funding Review Packet attached hereto as of the date of execution and each other Application as well as the Funding Review Packet, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.

K. Ratification. By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to OBO in connection with this Agreement (including, without limitation, this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

L. Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), which directs the Assistant Secretary to

establish quality-of-service standards to which each Subrecipient must comply, the Subrecipient makes the assurance that every funded network meets the criteria related to speed and latency and network outages outline in the BEAD NOFO, Section IV.C.2.a, pg. 64., and in the Performance Measures for BEAD Last Mile Networks Policy Notice (and any future amendments).

i. Procurement Standards. Unless an applicable exception applies and subject to the UPGN, and any additional future guidance provided by the NTIA, all funds received by the Subrecipient herein are subject to the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable, and the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327 as applicable. However, according to the General Terms and Conditions for the NTIA BEAD Program Funds, updated November of 2025, subrecipients are not required to comply with 2 CFR 200.318-320, and 2 CFR 200.324-326. Subrecipient shall maintain, and supply to the OBO, upon request procurement-related documentation, including but not limited to:

i. open solicitations,
ii. non-competitive procurement justification memos,
iii. cost or price analysis,
iv. signed and executed contracts, changed orders, purchase orders,
v. invoices with supporting materials such as timesheets, usage logs for rented or leased equipment, and proof of receipt of materials, e.g. a bill of lading,
vi. where applicable, documentation that substantiates a high degree of contractor or supplier oversight such as daily or weekly logs and records of performance meetings,
vii. equipment and supply asset inventory, including disposition.

M. Buy America Build America. The Build America, Buy America Act (BABA) was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, 135 Stat. 429, 70901-70927. BABA established domestic content procurement preference requirements for Federal financial assistance projects for infrastructure, including the BEAD Program, consistent with Section 70912(2) of the Infrastructure Act. The Subrecipient shall comply with BABA consistent with applicable legal authorities, such as the Infrastructure Act, Executive Order 14005, 2 CFR Part 184, OMB Memo M-24-02, and the requirements laid out in the final version of the BEAD BABA waiver. All waivers applicable to BEAD, an FAQ, and a BEAD BABA Self Certification list are 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.

N. Subrecipient Monitoring and Management. The Subrecipient acknowledges that OBO is acting as a pass-through entity for the BEAD Grant and the Subrecipient agrees to meet the requirements found in Sections 2 CFR §200.331 and §200.332 as a subrecipient as well as aid OBO upon request in its monitoring capacity by providing access to as well as any information requested by OBO for that purpose. As part of the OBO's monitoring obligations, Subrecipient consents to allowing the OBO to conduct random and anonymous speed tests during the duration of the period of performance.

- Performance and Financial Monitoring. All funds received by the Subrecipient herein are subject to the financial monitoring and reporting requirements found in 2 CFR§ 200.328 through 2 CFR§ 200.330 regarding oversight of information and information collection. Subrecipient acknowledges that the receipt of these funds obligates the Subrecipient to provide oversight and information collection on an internal basis as

well as to be the subject of external oversight and information collection as described in those regulations.

Consistent with 47 U.S.C. § 1702(e)(4)(A)(i)(III), in addition to satisfying the Subrecipient monitoring and management requirements identified in 2 CFR Part 200 Subpart D, OBO will include sufficient accountability procedures within its program to ensure Subrecipient compliance with all applicable Program requirements. The OBO has the following reasonable provisions allowing for recovery of funds in the event of a Subrecipient's noncompliance with the BEAD Program's requirements, which includes but is not limited to outcomes for failure to deploy network infrastructure in accordance with mandated deadlines. As a result, the OBO will employ the following practices: (1) distribution of funding to Subrecipients for all broadband infrastructure projects on a reimbursable basis, as discussed in the Funding Disbursement Policies in Exhibit D (2) include claw back provisions (i.e., provisions allowing recoupment of funds previously disbursed) in the grant agreement and other OBO documentation, like the OBO Monitoring Plan; after the Subrecipient has had the opportunity to implement corrective measures provided by the OBO (3) require Subrecipients to provide timely reporting; including enforcement as provided for in the Code of Federal Regulations for failure to provide timely and/or accurate reporting. and (4) employ robust Subrecipient monitoring practices,. The Parties understand that if NTIA has the right to pursue claw back of funds directly from the OBO for failure to ensure Subrecipient accountability to the fullest extent of the law. As a result, the OBO will also pursue claw back funds directly from Subrecipient where applicable. *See also* NOFO IV.C.1.b.

- Subrecipient Reporting. Pursuant to 47 U.S.C. § 1702(j)(2)(A), the Subrecipient shall submit to the OBO a report, at the cadence prescribed in the grant agreement, for the duration of the subgrant to track the effectiveness of the use of funds provided. Subrecipients must certify that the information in the report is accurate. Each report shall describe each type of broadband infrastructure project and/or other eligible activities carried out using the subgrant and the duration of the subgrant. *See also* BEAD NOFO Section VII.E, pg.89. Subrecipients must submit all reports as required by DOC to OBO, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

Performance Reports. Subrecipients must submit performance reports to the OBO in the manner described in the OBO Monitoring Plan and included in **Exhibit C**, "Reporting".

1.Performance reports submitted by the OBO on behalf of subrecipient must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions. The subrecipient acknowledges this requirement and will provide performance reports in the manner and form prescribed by the OBO to comply with this requirement.

2. As appropriate and in accordance with the format provided by the OBO, Subrecipient is required to relate financial data to the performance accomplishments of this Federal award. When applicable, Subrecipient must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Subrecipient's performance will be measured in a way that will help the OBO and the DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211, DOC will identify the timing and scope of expected performance by the OBO as the recipient as related to the outcomes intended to be achieved by the Federal program.

3.The subrecipient is required to submit its final performance report to the OBO within 90 calendar days unless an extension has been granted. However, no extensions will be granted for Subrecipient that would allow submission of a final performance report any later than 120 calendar days after the expiration of the period of performance.

O. Record Retention Requirements. The Subrecipient acknowledges that the funds for the BEAD program are subject to the requirements found in Section 2 CFR §200.334 through 2 CFR §200.338 and agrees to meet the same. Subrecipient is required to maintain and retain records and provide access to such records are required.

Subrecipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Subaward for seven (7) years from the date of submission of the Final Expenditures Report, in accordance with and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken.

Subrecipient shall retain all records related to real property until seven (7) years after final disposition of the property.

If the DOC requests transfer of any of Subrecipient's records to it, Subrecipient must collect and transmit all required records to the DOC within the time allowed by the DOC in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance.

ARTICLE II-BEAD PROGRAM TERMS AND CONDITIONS

1. Non-Federal Cost Sharing: The Non-Federal Cost sharing requirements are outlined in Section III.B of the BEAD NOFO Subrecipient agrees that no changes will be made to the approved non-federal without prior written approval in accordance with 2 CFR § 200.308 and must also meet non-federal share requirements in Section 111.B of the BEAD NOFO. Subrecipient acknowledges that they must meet their non-federal share commitments under this award and failure to do so may result in the NIST Grant Officer pursuing one or more of the remedies for noncompliance outlined in 2 CFR §200.339.

2. Non-Duplication of Federal Funds: Subrecipient acknowledges and certifies that no federal funds may be used to duplicate costs, services, connections, facilities, or equipment that have been authorized through another federal program.

3. Contracting with Small Businesses: Subrecipients acknowledge that as applicable they must take all necessary and affirmative steps, as described in 2 CFR § 200.321, to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4. Prevention of Waste, Fraud, and Abuse: Consistent with the principles in 2 CFR Part 200, at any time(s) during the grant period of performance, NTIA may direct a member or members of the Subrecipient's key personnel to take a government-provided training on preventing waste, fraud and abuse. Key personnel include those responsible for managing the Subrecipient's finances and overseeing any contractors or subcontractors (for financial matters and/or general oversight related to the grant). NTIA, along with the OBO, will provide instructions on when and how to take such training(s), and costs incurred by a Subrecipient relative to the training (*e.g.*, staff time) may be eligible for reimbursement pursuant to the NTIA award. Further, Subrecipients must monitor award activities for common fraud schemes, including but not limited to false claims for materials and labor; bribes related to the acquisition of materials and labor; product substitution; mismarking or mislabeling on products and materials; and time and materials overcharging. Should a Subrecipient detect any fraud schemes or any other suspicious activity, the OBO must contact its assigned NTIA Federal Program Officer and the Department of Commerce, Office of Inspector General Hotline, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

   Additionally, in accordance with 2 CFR § 200.113, an applicant or Subrecipient 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. Subrecipients 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.)

5. Compliance with Program Requirements: Subrecipient certifies that at all times, grant funds will be used to further the overall purpose of the BEAD program in compliance with the Infrastructure Act, the BEAD NOFO and 2 CFR Part 200, the terms and conditions of the award, and other applicable laws.

6. Compliance with applicable Laws, Regulations and Applicable Program Guidance: Subrecipient certifies that it will comply with the following as applicable in all material aspects:

a. Section VII.E of the BEAD NOFO, as modified by the Restructuring Policy Notice, dated June 6, 2025, and any future guidance issued by the NTIA including timely "subrecipient reporting mandates, including at least semiannual reporting, for the duration of the subgrant to track the effectiveness of use of funds;
b. Obligations set forth in 2 C.F.R. Part 200 and the Department of Commerce Financial Assistance Standard Terms and Conditions, and any future guidance issued by the NTIA;
c. Compliance with relevant obligations in the OBO's approved Initial and Final Proposals, including the BEAD General Terms and Conditions and the Specific Award Conditions incorporated into the OBO's BEAD award;
d. Subrecipient accountability practices that included distribution of funding to subrecipients for, at a minimum, all deployment projects on a reimbursable basis;
e. Subrecipient accountability practices including the use of claw back provisions between the OBO and any subrecipient
f. Subrecipient acknowledges mandate for subrecipient to publicize telephone numbers and email addresses for the OBO's hotline for waste, fraud and abuse. The OBO hotline number is 405-522-8155. Subrecipient acknowledges responsibility to produce copies of materials used for such purposes upon request of the Federal Program Officer; and
g. Mechanisms to provide effective oversight, such as subrecipients accountability practices in used during subrecipient performance, financial management, compliance, and program performance is consistently assessed and tracked over time.

7. Protection of Whistleblowers: The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 USC 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information). Generally, this law provides that an employee or contractor (including all subcontractors, whether internal or external third-party subcontractors and personal services contractors) of a Grantee, Subrecipient, contractor, internal or external subcontractor or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subgrant, or a contract under a Federal award or subgrant, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subgrant or contract under a Federal award or subgrant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subgrant, or contract under a Federal award or subgrant. Subrecipients and contractors under Federal awards and subgrants must inform their employees in writing of the rights and remedies provided under 41 USC 4712, in the predominant native language of the workforce. A person that believes they have been the subject of retaliation for protected whistleblowing can contact the Department of Commerce, Office of Inspector General Hotline, as indicated at https://www.oig.doc.gov/Pages/Hotline.aspx, or the U.S. Office of Special Counsel, toll free at 1-800-872-9855.

8. (Environmental and Historic Preservation) Pre-Implementation and Funding Conditions
   1. The OBO will ensure that the Subrecipient complies with all applicable Federal, State and local environmental laws, regulations, and standards as well as all such requirements related to their subgrant. The OBO will use the Environmental Screening and Permitting Tracking Tool (ESAPTT) within the NTIA grants portal (NGP) to perform environmental screening and obtain NTIA NEPA approvals.
   2. Prior to initiating any grant funded implementation activities, Subrecipient must comply in the form prescribed in **Exhibit G1**. Subrecipient must not initiate any grant funded implementation

activities, except for those limited permissible activities discussed in Exhibit G1, and will not receive any BEAD funds prior to:

a. The completion of any review required under the National Environmental Policy Act of 1966 (42 U.S.C. 432, *et seq*.) (NEPA), and issuance by NTIA and the OBO, a categorical exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Findings of No Significant Impact (FONSI), or Record of Decision (ROD) 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 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 & 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.

9. Compliance as Joint Lead Agency with NEPA: To ensure the timely completion of environmental review for all BEAD-funded activities subject to NEPA review:

   1. The Subrecipient will not commence implementation, and funds will not be disbursed by the OBO until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified in Exhibit G1 herein:

   2. The Subrecipient must timely prepare any required NEPA documents and obtain any required permits, and must adhere to any applicable statutory deadlines as described in 42 U.S.C. 4336a(g); and

   3. The Subrecipient must provide a milestone schedule identifying specific deadlines and describing how the Subrecipient 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). Subrecipient's schedule is attached as **EXHIBIT G2**.

10. Inspection for Final Acceptance: The OBO will schedule a final inspection for each broadband infrastructure project and other construction activities when all construction activities have been completed, the architect/engineer has completed its own final inspection, and any deficiencies have been corrected. Representatives of the OBO, the architect/engineer, and the Subrecipient and any contractor(s) will attend the OBO's final inspection for each project. NTIA representatives must be provided reasonable notice as well so that a representative of NTIA may participate as well. Subrecipient acknowledges and pledges that it will attend those inspections, as well as notify all architects, engineers, contractors and any other relevant parties to attend and assure their attendance as well.

11. Prohibition on Use for Covered Communications Equipment and Services. The Subrecipient certifies that BEAD grant funds will not be used to purchase or support any communications equipment or service covered by either the Secure and Trusted Communications Networks Act of 2019 (47 USC 1608) or 2 CFR § 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).

12. Highly Skilled Workforce. Subrecipient certifies that consistent with 47 U.S.C. § 1702(h)(1)(A)(iv)(IV), projects will have demonstrable compliance with all applicable Federal Labor and Employment Laws.

13. Network Resilience. Subrecipients must demonstrate that they have sufficiently accounted for current and future risks to new broadband infrastructure projects by establishing risk management plans that account for technology infrastructure reliability and resilience, as a result of natural disasters or other force majeure events in compliance with 47 U.S.C. § 1702(g)(1)(B) and 47 U.S.C. §1702(g)(1)(C).

14. Deployment Benchmarks. Subrecipient certifies that it will deploy its funds and begin providing broadband service to each customer that desires broadband service not later than four years after the date on which the subrecipient receives the subgrant for the applicable network. Subrecipient is given notice that this deadline will only be extended by the OBO after consultation with the NTIA and approval by the NTIA Assistant Secretary if the following limited circumstances exist: the Assistant Secretary determines that (I) the Subrecipient has a specific plan for the 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. (see 47 U.S.C. § 1702(h)(4)(C), and NOFO IV.C.2.b.i., pg.65).

    Plans. Pursuant to 47 U.S.C. § 1702(h)(4)(B), each Subrecipient receiving BEAD funding to deploy network infrastructure must offer at least one low-cost broadband service option. Pursuant to Section 1702(h)(5)(C), NTIA or the OBO may take corrective action, including recoupment of funds from the Subrecipient, for noncompliance with the statutory low-cost plan requirement. The subrecipient certifies that it will offer the low-cost broadband service option described in their application for the duration of the Federal Interest Period. The Subrecipient is required to continue to offer the low-cost broadband service option to eligible subscribers, during the Federal Interest Period. Applicants that already offer a low-cost plan that meets these requirements may satisfy this requirement by proposing to offer their existing plan to eligible subscribers

15. 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,pg.68.

16. Public Notice. Pursuant to 47 U.S.C. § 1702(h)(4)(G), Subrecipient is required to carry out public awareness campaigns in their 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. Once a Funded

Network has been deployed, the subrecipient shall provide public notice, online and through other means, of that fact to individuals residing in the locations to which broadband service has been provided and share the public notice with the OBO that awarded the subgrant. The Subrecipient seeking to deploy or upgrade network facilities must explain in its application how it intends to notify relevant populations of the new or newly upgraded offerings available in each area.

17. Cybersecurity and Supply Chain Risk Management. Pursuant to 47 U.S.C. § 1702(g)(1)(B), a Subrecipient, in carrying out activities using amounts received from the OBO, 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. Prior to allocating any funds to Subrecipient, the OBO shall, at a minimum, require a prospective Subrecipient to attest that:
The prospective Subrecipient has a cybersecurity risk management plan (the plan) **(Exhibit A3)** in place that is either:
    operational, if the prospective Subrecipient is providing service prior to the award of the grant; or
    ready to be operationalized upon providing service, if the prospective Subrecipient is not yet providing service prior to the grant award;

    The 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;

        The plan will be reevaluated and updated on a periodic basis and as events warrant; and
        The plan will be submitted to the OBO prior to the allocation of funds. If the Subrecipient makes any substantive changes to the plan, a new version will be submitted to the OBO within 30 days. The OBO must provide a Subrecipient plan to NTIA upon NTIA's request.

    With respect to supply chain risk management (SCRM), prior to allocating any funds to the Subrecipient, the OBO shall, at a minimum, require a Subrecipient to attest that:
        The prospective Subrecipient has a SCRM plan in place that is either:
            operational, if the prospective Subrecipient is already providing service at the time of the grant; or
            ready to be operationalized, if the prospective Subrecipient is not yet providing service at the time of grant award;

        The 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;

        The plan will be reevaluated and updated on a periodic basis and as events warrant; and
        The plan will be submitted to the OBO prior to the allocation of funds. If the Subrecipient makes any substantive changes to the plan, a new version will be submitted to the OBO within 30 days. The OBO must provide a Subrecipient's plan to NTIA upon NTIA's request.

    The OBO also must ensure that, to the extent a BEAD Subrecipient relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), the Subrecipient must also 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., pg. 70).

18. Prohibition on Profit and Fees. A profit, fee, or other incremental charge above actual cost incurred by Subrecipient is not an allowable cost under this Program. *See* NOFO V.H.2.b., pg. 82.

19. Prohibition on Use of Grant Funds in Support or Oppose Collective Bargaining. A OBO or a Subrecipient may not use grant funds, whether directly or indirectly, to support or oppose collective bargaining. (*See* NOFO V.H.2.c, pg. 82).

20. Integrity and Performance Matters. In accordance with Section 872 of Public Law 110-417, as amended, *see* 41 USC 2313, the total value of the OBO's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceed $10,000,000 for a period of time during the period of performance of an award, and as a result the Subrecipient shall assist the OBO in meeting the requirements specified in Appendix XII to 2 CFR Part 200, for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about certain civil, criminal, or administrative proceedings involving the Subrecipient. *See also* NOFO VII.F, pg. 92.)

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

    Generally, Subrecipient is subject to the provisions of Subpart F of 2 C.F.R. Part 200 and expends $1,000,000 or more in a year in Federal awards during its fiscal year, Subrecipient must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. If Subrecipient receives more than one award in excess of $1,0000,000, providing one audit at the program level reflecting both awards will suffice for this requirement. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (https://harvester.census.gov/facides/).

    Other Entities, including For-Profit Entities If Subrecipient is an entity not subject to certain provisions of Subpart F of 2 C.F.R. Part 200, including 2 C.F.R. §200.501(f), it still is likely subject to 2 C.F.R. 200.501(g) and so it must submit to the Grants Officer either:
    (I) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or
    (ii) a Project specific audit in accordance with the requirements contained in 2 C.F.R. § 200.507.To the extent permitted by applicable guidance and BEAD Program rules, annual audited financial statements prepared by an independent Certified Public Accountant in the ordinary course of business maybe allowed with express written approval of the OBO. Subrecipient may batch their audit submission to the OBO when allowed by the OBO. Subrecipient is advised that the NTIA, the Department of Commerce Office of Inspector General, or another authorized Federal agency may request audit documents or conduct an audit of an award at anytime.
    Audits are to be performed annually. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer.

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

22. Protected and Proprietary Information The OBO and Subrecipient confirm that all records related to the BEAD program are open records as provided in the Open Records Act 51 Okla. Stat § 24A.1-24A.33, except for a broadband service provider's trade secret information as defined in 78 Okla. St. Ann. §86.

    In accordance with 2 CFR § 200.303(e), the Office and Subrecipient shall take reasonable measures to redact, and safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with this Agreement.

23. Broadband Infrastructure Projects and the Major Purpose Test As used in this grant Agreement, broadband infrastructure "project" carries the same meaning as the term project is used in Section IV.B.7.a. ii. of the NOFO. For the sake of clarity, broadband infrastructure projects include:
    - 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 for the purposes of the exceptions addressed in Term 29 below;
    - projects to deploy Middle Mile Infrastructure, as that term is defined in Section I.A.(o) of the NOFO; and
    - projects to deploy internet and Wi-Fi infrastructure within a multi-family residential building.

    The "major purpose" of a subgrant is a broadband infrastructure project(s) if more than 50% of the estimated total costs (e.g., labor, permitting expenses, equipment, etc.) under the subgrant are necessitated by the broadband infrastructure project(s) activities of the subgrant. The Subrecipient attest that each of these awards meets the "major purpose" test.

24. Protecting the BEAD Program From Default. By law, the OBO is required to ensure that all Subrecipients have "the financial and managerial capacity to meet": (1) "the commitments of the subrecipient under the subgrant"; (2) "the requirements of the Program"; and (3) "such requirements as may be further prescribed by the Assistant Secretary." The OBO is further required to: (1) "distribute the funds in an equitable and nondiscriminatory manner"; and (2) "ensure, through a stipulation in any contract with a subrecipient for the use of such funds, that each subrecipient uses the funds in an equitable and nondiscriminatory manner."
    As such, NTIA has determined that agreements between the OBO and Subrecipients should adequately and accurately reflect the economic risk of providing broadband service to the project area(s), as well as specific Broadband Serviceable Location(s) (BSL(s)). Furthermore, NTIA has determined that a Subrecipient relying on the speculative prospect of future Federal funding is at increased risk of defaulting on its obligations and that the distribution of funds to such a Subrecipient would be inequitable.

    Therefore, to ensure Subrecipient has the requisite financial and managerial capacity and funds are

distributed in an equitable manner, NTIA requires that contracts between the OBO and Subrecipients appropriately account for the economic risk associated with the particular project area(s) and BSL(s) and are not premised on the receipt of additional or future Federal funding.

To comply with this requirement, Subrecipient shall execute the No Default Certification in (**Exhibit A2**)

OBOs shall incorporate this certification by reference in all subgrant agreements.

The OBO requires each Subrecipient to submit such signed certification before releasing any BEAD funds to the Subrecipient. The OBO shall collect such certifications from each Subrecipient and shall submit each Subrecipient's signed certification to NTIA within thirty (30) days of receipt. These No Default certifications shall be included in the grant agreement herein as Exhibit A2, but will also be sent to the OBO's Federal Program Officers via email.

Subrecipients is hereby notified by the OBO that NTIA may publicly publish these signed certifications; accordingly.

25. Ensuring Timely and Effective Deployment of BEAD Projects

Under the Infrastructure, Investment, and Jobs Act (IIJA), NTIA is permitted to issue any "regulations or other guidance, forms, instructions, and publications" necessary to ensure that Broadband Equity Access and Deployment (BEAD) projects are carried out in a "timely and effective manner." NTIA has determined certain state laws and regulations that specifically target broadband internet service—such as rate regulation and net neutrality laws—undermine the financial viability of BEAD projects, particularly high-cost projects and those in high-cost areas. These laws and regulations deter investment[11] and increase operating costs, thereby impeding the ability of BEAD Subrecipients to deploy broadband in a timely and effective manner.

Moreover, NTIA has determined that states may not apply such laws to any Subrecipient anywhere it provides service in the state (i.e., neither BEAD-funded nor non-BEAD locations). Applying such laws at non-BEAD locations could raise compliance costs and threaten the overall financial viability of the Subrecipient, increasing the risk of default for the Subrecipient at BEAD locations and jeopardizing the success of the entire BEAD program. Furthermore, the increased compliance costs of a dual regulatory system could lead Subrecipients to offset such costs by raising rates across their entire service area, including for consumers served by BEAD projects.
In addition, because IIJA prohibits NTIA from regulating broadband service rates, NTIA has further determined that permitting states to do that which the agency itself is expressly prohibited from doing would contradict Congressional intent and impair the success of the BEAD program.

Consistent with these determinations, and to ensure that the OBO's BEAD projects are carried out in a timely and effective manner, the OBO shall commit that it will not enforce any law, regulation, order, contracting requirement, or other enforceable obligation that directly or indirectly regulates the rates, terms, and conditions of broadband internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality rules, open access, or other utility-style rules on broadband internet service, against a Subrecipient or its affiliates anywhere it provides service within the State (*i.e.*, both BEAD and non-BEAD locations), while that Subrecipient has any subgrant that is still within its period of performance, extended period of performance, or federal interest period.

The OBO shall include the following language reflecting the commitments above in each subgrant

agreement so that any Subrecipient may assert its contractual rights should the OBO attempt to enforce any such requirement:

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

26. Termination. This award may be terminated in part or its entirety for those reasons stated in 2 CFR § 200.340(a). This includes termination by the OBO, as the pass-through entity, pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

i. Additional Assurances

a. Subrecipients will be required to report pricing data as part of program performance and monitoring. Broadband projects must be carried out in ways that comply with applicable federal laws, including the 2019 National Defense Authorization Act (NDAA). Among other requirements contained in 2 C.F.R. Part 200, 2 C.F.R. § 200.216 implements certain provisions of the NDAA and contains prohibitions on the use of grant funds to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People's Republic of China. In addition, 2 C.F.R. § 200.471 provides that certain telecommunications and video surveillance costs associated with 2 C.F.R. § 200.216 are unallowable.

b. Subrecipient hereby agrees to abide by the non-discrimination requirements set forth in the following legal authorities, to the extent applicable, and acknowledges that failure to do so may result in cancellation of this Agreement and/or recoupment of funds already disbursed:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Department of Commerce's implementing regulations, published at 15 C.F.R. Part 8, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by Eligible Entity and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 C.F.R. Part 8b, which

prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Department of Commerce implementing regulations published at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
6. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., which provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. Note in this regard that Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities;" and
7. Any other applicable non-discrimination law(s). Application requirements, award terms, and conditions do not impose civil rights and nondiscrimination law compliance requirements on Indian Tribes or Native Entities beyond what would otherwise apply under federal law.

c. The Subrecipient agrees that at all times during the performance period all necessary permitting, rights-of-way, grants and easements will be in place, this includes the use of the NTIA's ESAPTT, the Environmental, Screening and Permitting Tracking Tool, where applicable. The OBO reserves the right to follow up with any necessary state or federal entity to ensure these are in place.

d. The Subrecipient certifies that if at any time during the time this grant agreement is in place, if any project receives additional funding/reimbursement for any source, Subrecipient will notify the office immediately.

e. Subrecipients must certify that they are financially qualified to meet the obligations associated with the project, that they will have available funds for all project costs that exceed the amount of the grant, and that they will comply with all BEAD program requirements, including service milestones. Subrecipient also certifies that it has and will continue to have sufficient financial resources to cover its eligible costs for the project until such time as the OBO authorizes additional disbursements.

f. Subrecipient will provide an irrevocable letter of credit approved by the OBO in a value of no less than ten percent (10%) of the total award amount. Subrecipient may alternatively submit a legally certified performance bond in a value of ten percent (10%). The bond must be issued by a company holding a certificate of authority as an acceptable surety on federal bonds, as identified in the Department of Treasury Circular 570. Documentation of the Letter of Credit or performance bond are attached as **Exhibit I1.** A prospective subrecipient shall provide with its letter of credit an opinion letter from legal counsel clearly stating, subject only to customary assumptions, limitations, and qualifications, that in a proceeding under Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), the bankruptcy court would not treat the letter of credit or proceeds of the letter of credit as property of the winning subgrantee's bankruptcy estate under Section 541 of the Bankruptcy Code. This would be included as **Exhibit I2.**

g. As discussed in the Frequently Asked Questions Version 20, item 1.16, Subrecipient is required to adhere to a two percent (2%) cap on funding for administrative expenses related to OBO's administration of the award.

h. As a condition of this Grant Agreement and in accordance with Oklahoma law, Subrecipient shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Subrecipient shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the OBO if services will be provided by any of Subrecipient's employees, agents or subcontractors at any project related premises and/or employer vehicles will be used in connection with performance of Subrecipient's obligations under the Contract. Subrecipient may not commence performance hereunder until such proof has been provided. Additionally, Subrecipient shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Subrecipient's obligation to maintain insurance coverage under the Contract is a continuing obligation until Subrecipient has no further obligation under the Agreement. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

(1) Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

(2) Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence;

(3) Automobile Liability Insurance with limits of liability of not less than $2,000,000 combined single limit each accident

(4) If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with a limit of not less than $5,000,000 per occurrence.

Subrecipient may satisfy these requirements through the amount of award plus an additional $2,000,000.00 any combination of primary insurance, excess/umbrella insurance, and/or self-insurance, provided Subrecipient maintains a Tangible Net Worth of not less than $10,000,000. This can be evidenced through a certified letter from the company identifying overall net worth, and banking institution where the Subrecipient will maintain the self- insured amount. The total aggregate liability under this Agreement is the total amount of this award plus $2 million.

i. Choice of Law

a. Governing Law. This Agreement, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict-of-laws principles, except to the extent that federal law governs or preempts. This provision is subject to, and does not displace, the Order of Priority set forth in Article I.E of this Agreement, under which the applicable federal authorities —

including 47 U.S.C. § 1702 (1KeyCite Yellow Flag47 U.S.C.A. § 1702 (West)), the Specific Award Conditions, the General Terms and Conditions for the BEAD Program, the BEAD NOFO (as amended), and the Department of Commerce Financial Assistance Standard Terms and Conditions — control over the terms of this Agreement in the event of a conflict. Where federal law supplies the rule of decision, federal law governs.

b. Venue and Forum. Subject to subsection (c), the exclusive venue and forum for any action, suit, or proceeding arising out of or relating to this Agreement shall be the District Court in and for Oklahoma County, State of OklahomaNothing in this Section restricts either Party from enforcing its rights under this Agreement by the usual legal proceedings in the ordinary tribunals.

c. Matters Within Federal Jurisdiction. If and to the extent any matter arising out of or relating to this Agreement is within the exclusive jurisdiction of the federal courts, or of a federal agency or tribunal, that matter shall be brought and heard in the appropriate federal forum. This Section selects venue and forum only among courts and tribunals that otherwise possess subject-matter and personal jurisdiction over the matter and the Parties; it does not, and is not intended to, confer subject-matter jurisdiction on any court or tribunal by consent, waiver, or stipulation.

d. Service of Process. Service of process upon the OBO or the State of Oklahoma in connection with any action under this Agreement shall be made in the manner prescribed by applicable Oklahoma law.

ARTICLE III—THE GRANT

Grant Amount. OBO agrees to make, and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, OBO may agree to make and the Subrecipient may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.
Grant Purpose. Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").

Grant Distribution. The Subrecipient and OBO agree that the Grant funds will be distributed in accordance with the Subrecipient Funding Disbursement Policies **(Exhibit D).**

Grant Expenditure Schedule. The Grant Expenditure Schedule will be based on the timeline provide by the Funding Review Packets, the budget templates and draw requests. Except for those LEO projects covered in Exhibit H, all Grant proceeds that remain unexpended the later of forty-eight(48) months after the date of the grant agreement or as of June 30, 2030 (or such later date to which OBO shall extend such deadline, in its sole discretion) shall be returned to OBO promptly (and in any event within ten (10) business days thereafter).

Executed Grant Agreement. OBO shall receive a duly executed original of this Agreement.

Expiration of Offer. The grant Agreement offer will terminate in the event that initiation of performance is not rendered within ninety (90) days of the project commencement d or it is not rendered in accordance with the grant expenditure schedule discussed in the above paragraph titled "Grant Expenditure Schedule".

Additional Funding. The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including by incurring loans in an aggregate amount necessary to ensure completion of each such Project. Any additional funding may have separate terms and restrictions that do not override these obligations.

No Existing Federal or State Funding. The Subrecipient certifies that need addressed by this subaward is not met by existing federal or state commitments, nor will this subaward be used to reimburse any federal or state funding streams.

Permitting. The Subrecipient certifies that it will at all times be in compliance with all federal and state permitting laws for the duration of their performance. If the OBO learns that the Subrecipient is not in compliance with all permitting laws, this may constitute grounds for the immediate termination of this agreement.

Implementation Commitments: Subrecipient certifies that it will begin providing services to each customer that desires broadband service within the project area no later than four (4) years after the date on which the subrecipient receives the subgrant. Subrecipient also certifies that all subrecipient's activities will be completed at least one-hundred and twenty (120) days prior to the end of the OBO's period of performance, in accordance with 2 CFR 200.344.

Reliability and Resilience of BEAD Funded Networks. The subrecipient certifies that the awarded project design include planning for reliability and resilience of BEAD funded broadband infrastructure.

Recoupment of Costs. Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse OBO for all costs incurred by OBO, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts, provided that sufficient legislative appropriations exist to pay said costs and provided that the costs are substantiated by supporting documentation.

Recoupment may be required if a subrecipient is in noncompliance with BEAD program requirements, including but not limited to failure to deploy network infrastructure in accordance with mandated deadlines, failure to provide timely reporting, or failure to provide all information requested in accordance with OBO monitoring requirements.

The OBO will employ and has at its disposal the ability to require all deployment projects be distributed on a reimbursement basis, the authority to employ claw back of any funds not used in accordance with State and Federal laws and regulations, as well as OBO and/or DOC policies, and NTIA's BEAD related guidance.

ARTICLE IV – REMEDIES FOR NON-COMPLIANCE

In its sole and absolute discretion in the event of Subrecipient non-compliance, breach or other material non-performance, the OBO may impose additional conditions for compliance as described in 2 CFR §200.208. If OBO determines that noncompliance cannot be remedied by imposing additional conditions, OBO may take one or more of the following appropriate actions, in accordance with 2 CFR§ 200.339:

a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action.

b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

c. Wholly or partly suspend or terminate the grant.

d. Recommend a proceeding be initiated with the US Department of Treasury for suspension or debarment in accordance with 2 CFR part 180.

e. Take other remedies that may be legally available.

Notice of Remedy. OBO shall provide the Subrecipient with written notice of required remedy(ies), setting forth the reason(s) for remedy(ies).

ARTICLE V -AMENDMENT

This Agreement sets out the entire agreement between OBO and the Subrecipient. It replaces all previous agreements, understandings and representations between the parties, whether oral or in writing. After execution of the Agreement by both OBO and the Subrecipient, any additional appropriation of BEAD Funds made to the Subrecipient for new or expanded projects, programs or services shall be added to and governed under this Agreement in the same manner as the initial appropriation referenced herein, and as described in (**Exhibit J)**. Exhibit J shall be appended to this Agreement and shall consist of an amendment signed and dated by both parties identifying the amount of the additional appropriation, a description of the new or expanded projects, programs and services, and a copy of the legislation, as enacted, making the appropriation. The Subrecipient shall also append any application that gave rise to each additional appropriation to Exhibit A in the same manner as the initial Application(s).

Any other amendment to this Agreement shall only be valid if it is in writing and signed by an authorized representative of both parties.

OKLAHOMA BROADBAND OFFICE

By: _____

Name: _____

Title: _____

Organization: _____

Date: _____

SUBRECIPIENT AGENCY OR NON-FEDERAL ENTITY OR FOR PROFIT ENTITY

By: _____

Name: _____

Title: _____

Organization: _____

Date: _____



EXHIBIT A1 APPLICATION

EXHIBIT A2 NO DEFAULT CERTIFICATION

1. I, [Signatory for Subrecipient], having the authority to sign on behalf of Subrecipient and any of its affiliates, certify that Subrecipient will not require or accept any additional Federal funds to support a BEAD project[18] during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period; and

2. Subrecipient and any of its affiliates will not require or accept any additional Federal broadband service subsidies[19] for the project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by the subgrant during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period, other than any such subsidies that were committed prior to the BEAD subgrant agreement. (This includes, but is not limited to, new operating expenses for any BEAD project(s) or BSL(s)).

I certify that the foregoing is true and correct.

Executed on this _____ day of _____.

_____

[Name and title of official authorized to execute BEAD subgrant agreement]

[Address and phone number]

EXHIBIT A3 CYBERSECURITY CERTIFICATION

EXHIBIT B1 SOVEREIGN IMMUNITY WAIVER

EXHIBIT B2 TRIBAL CONSENT DOCUMENTS

OKLAHOMA Broadband Office

EXHIBIT C REPORTING

BEAD Reporting Schedule

Reports are due on dates presented and in the manner prescribed below:

Monthly Reports
(Due 15 days after end of each month)

Reporting Month	Report Due Date
January	February 15
February	March 15
March	April 15
April	May 15
May	June 15
June	July 15
July	August 15
August	September 15
September	October 15
October	November 15
November	December 15
December	January 15 (following year)

Quarterly Reports
(Due 15 days after end of each quarter)

Quarter	Reporting Period	Report Due Date
Q1	January 1 – March 31	April 15
Q2	April 1 – June 30	July 15
Q3	July 1 – September 30	October 15
Q4	October 1 – December 31	January 15 (following year)

Monthly Reporting Requirements

Subrecipient shall, for the duration of this Agreement, submit to the OBO a "Monthly Progress Report" for the Project on a monthly basis for the period ending the last calendar day of each month, due no later than fifteen calendar days following the end of each reporting period. The report shall include the following at a minimum as applicable :

1. Percentage of project completion

2. Miles of fiber installed (if applicable)

3. Locations passed now considered served

4. Number of Subscribers and Increases in Numbers of Subscribers (if applicable)

5. Permitting, Environmental and NEPA updates

6. Budget-to-actual expenditures

7.. Procurement data (including Buy America compliance)

7. Any damage, incidents, risks, or delays

8. Award Funds expended, reported in a manner consistent with the requirements of this Agreement; and

Semiannual Reporting Requirements

Subrecipient shall, for the duration of this Agreement, submit a "Semiannual Progress Report" for the Project on a semi-annual basis for the periods beginning on January 1 and ending June 30 and beginning on July 1 and ending on December 31 (or any portion thereof) no later than 15 calendar days following the end of each reporting period. The Semiannual Progress Report shall contain the information described in the OBO Monitoring Plan as applicable.

Annual Reporting Requirements

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

1. A summary of the items contained in the grant agreement in Article I, Paragraph N.

2. The number of residential and commercial locations that have access to Qualifying Broadband Service as a result of the Project.

3. The percentage of End Users in the project area who have access to Qualifying Broadband Service and the percentage of End Users with access who actually subscribe to the Qualifying Broadband Service.

4. The average number of subscriptions for residential and commercial Qualifying Broadband Service in the Project area.

5. Any right-of-way fees, permit fees, or franchise fees paid to a local government, state government, railroad, private entity, or person in connection with the Project during the term of this Agreement.
6. Any delays encountered when obtaining a right-of-way permission.

7. Evidence consistent with the Federal Communications Commission attestation that the grant recipient is making available the proposed advertised speed, or a faster speed.

8. Unless Subrecipient meets one of the exceptions set forth in 2 CFR 170.110, Subrecipient shall provide executive compensation information to the Office in accordance with 2 C.F.R. Part 170 and pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282). *See* DOC ST&C G.05.0.

Reporting Requirements on Expiration of the Period of Performance

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

EXHIBIT D FUNDING DISBURSEMENT POLICIES

Subrecipient Funding Disbursement
Milestone Reimbursement Policy

Overview

With the exception of LEO Capacity Subgrant Subrecipients, all Subrecipients will operate on a Milestone Reimbursement Basis described below.

Grant Signature Milestone

Subrecipients may elect to receive a one-time disbursement upon completion of the signing of the grant agreement, in accordance with 2 CFR § 200.305 in the amount of ten percent (10%) of their total grant amount. This amount will be available to the Subrecipient once the grant agreement is signed.

Post Payment Reimbursement

(1) Once the Subrecipient has received its initial ten percent (10%) of the total funds for the grant agreement milestone, they will convert to a Post Payment Reimbursement Basis. Subrecipients may elect to operate solely on a post payment reimbursement basis and forgo the grant signing milestone. Subrecipients are required to draw down no less than once every six months, unless given a written exemption from the OBO for that draw down period.

(2) Subrecipient will be eligible to receive reimbursement up to the percentage identified below upon the completion of the associated phase once certification has been verified by the OBO in their prescribed manner. The documentation requirements will vary as prescribed by the OBO according to project technology used. However, at any time subrecipient may only receive reimbursement of actual allowable expenditures approved by the OBO:

PERFORMANCE MILESTONE & PHASE OF PROJECT	ASSOCIATED PERCENTAGE REIMBURSEMENT ELIGIBLE
Grant Agreement Signature:	Up to 10% or 10% for Grant Signature Milestone
PHASE 1: Environmental and Permitting Preconditions Met	Up to 20%
PHASE 2: Engineering Phase Initiated	Up to 40%
PHASE 3: Construction Initiated	Up to 50%
PHASE 4: Construction Complete	Up to 75%
PHASE 5: Close Out Initiated	Up to 85%
PROJECT COMPLETION: Close out complete, Meeting with NTIA complete, all reports filed	Up to 100%

(3) To receive post-payment reimbursement, the subrecipient will submit documentation, on a monthly basis in accordance with the BEAD Agency Policy documentation, showing proof of payment for expenditures, copies of invoices for purchases, and proof of receipt of goods including bills of lading. OBO will review documentation to determine compliance with the grant, and if approved, OBO will make the payment to the Subrecipient. Where needed, Subrecipients will also submit proof of competitive bidding, Buy American Build American, and document consideration of small, minority-, women- and US-owned companies, where required.

Non-Compliance

If OBO finds that the purchases were non-compliant with the grant in accordance with the Grant Agreement, then the expenditure will be deemed non-compliant. If the non-compliance is not remedied via corrective action, OBO may withhold all or a portion of the payment.

If OBO discovers that purchases were non-compliant with the Grant Agreement subsequent to a payment being reimbursed, OBO may seek to take action to offset non-compliant amount against future payments, or initiate other corrective actions including the withholding or delay of additional funding, recission of the agreement, reduction of grant award, and payback of funds to OBO.

If OBO initiates any of the corrective measures above, then the Subrecipient may initiate dispute resolution for recovery of funds and OBO may take action including the withholding or delay of additional funding, recission of the agreement, reduction of grant award, and payback of funds to OBO.

Additional Considerations

Reimbursement is contingent on the continued compliance of the Subrecipient with all its financial and programmatic compliance and reporting duties in all material aspects. Subrecipients may be eligible for a large asset reimbursement, that would exceed their reimbursement cap, upon written approval of the OBO. Failures or deficiencies in these activities can result in several punitive measures in response, including withholding funds, requiring more frequent reporting, terminating further funding and requesting the return of moneys transferred for expenditures deemed to be non-compliant with the grant or the terms of the Grant Agreement back to OBO.

If the Subrecipient submits a request for reimbursement, and OBO has insufficient funds remaining from the project appropriation, the Subrecipient will obtain or make available and apply other funds necessary to ensure the completion of the project and payment to vendors or subrecipients.

EXHIBIT E REQUIREMENTS OF SPEED TESTS

As outlined in OBO Monitoring Plan, the OBO reserves the right to request verified speed tests on all or portion(s) of a Subrecipient's existing network. Upon the request of the OBO, verified speed tests must be conducted in accordance with the NTIA's Performance Measure Policy Notice.

OBO prefers speed tests be conducted at the access point (i.e., customer premise equipment, router, or modem) at the end-user location. Recognizing the feasibility constraints of conducting speed tests at end-user locations, speed tests that are reported by the management application software at the network operations center will also be considered as valid.

The percent of required speed tests on a Subrecipient's existing network will depend on the size of the challenged area, and be consistent with the NTIA's Performance Measure Policy Notice.

Requirements of Subrecipients:

When submitting this information to the OBO, speed tests or field tests must be listed in a spreadsheet along with the address of the unit or location at which the speed test or field test was conducted. If these materials submitted are incomplete, the OBO will consider the application invalid.

EXHIBIT F PROPERTY STANDARDS

Unless, Subrecipient is a LEO Capacity Subgrant Subrecipient, the following provisions apply:

1. Subrecipient is not required to comply with the Procurement Standards set forth in 2 CFR 200.318-320 and 200.324-326. All other Procurement Standards, *i.e.*, 2 CFR 200.317, 200.321-200.323, and 200.327, remain as requirements.

2. Subrecipient must follow its existing commercial practices for managing equipment in the normal course of business, and must use inventory controls indicating the applicable Federal interest and loss prevention procedures. This requirement is in lieu of the requirements contained in 2 CFR 200.313(d), pursuant to an exception from OMB.

If Subrecipient does not have existing commercial practices for managing equipment in the normal course of business, it must comply with 2 CFR 200.313(d).

3. Subrecipient must comply with the use and equipment disposition requirements of 2 CFR § 200.313(c)(4) and 313(e) as follows:

a. If Subrecipient acquires replacement equipment under 2 C.F.R. § 200.313(c)(4), Subrecipient may treat the equipment to be replaced as "trade-in" even if Subrecipient elects to retain full ownership and use over equipment. As with trade-ins that involve a third party, Subrecipient will have to record the fair market value of the equipment being replaced in its Tangible Personal Property Status Reports (as specified in the DOC ST&Cs § A.01) to the DOC to ensure adequate tracking of the Federal percentage of participation in the cost of the grant funded activities. Subrecipient will also be responsible for tracking the value of the replacement equipment, including both the Federal and non-Federal share.

b. Subrecipient may sell, lease, or transfer Project Property only after (a) securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the Federal Interest in the subject Project Property, and (b) obtaining consent to the sale or transfer from NTIA. NTIA will provide additional information concerning the review and approval process for transactions involving Project Property in subsequent guidance.

c. Subrecipient must notify the Office and NTIA upon the filing of a petition under the U.S. Bankruptcy Code, whether voluntary or involuntary, with respect to Subrecipient or any affiliate that would impact Subrecipient's ability to perform in accordance with its subgrant.

4. Subrecipients must record liens or other appropriate notices of record, acceptable in form and substance to the Federal Grant Officer, to indicate that Project Property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Specific requirements will be provided in a property standard policy from the OBO, that is separate from this Agreement.

5. Subrecipient may encumber Project Property only after provision of notice to NTIA and to the Federal Grant Officer, and subject to a requirement that the DOC receives either a first priority security interest (preferred) or a shared first priority security interest in the Project Property such that, if the Project Property were foreclosed upon and liquidated, the DOC would be entitled to receive, on a *pari-passu* basis with other first position creditors, the portion of the current fair market value of the property that is equal to the DOC's percentage of contribution to the project costs. For example, if the DOC had contributed 50% of the project costs, the DOC would receive, on a *pari-passu* basis, 50% of the current fair market value of the Project Property when liquidated. NTIA will address the notice requirement for encumbrances in future guidance.

6. Pursuant to exceptions approved by the United States Office of Management and Budget as described in the UGPN, the property standards set forth in 2 CFR 200.314 -315 for supplies and intangible property, respectively, shall not apply to this Agreement.
7. Subrecipient must comply with 2 CFR 200.316. Pursuant to this section and in recognition that the BEAD Program is being executed for the benefit of the public being served by the broadband infrastructure projects, for the duration of the Federal Interest Period, Subrecipient must hold Project Property in trust for the beneficiaries of the BEAD broadband infrastructure project.
8. Subrecipient must comply with the insurance requirements of 2 CFR 200.310.
9. Subrecipient must comply with 2 CFR 200.312 to the extent any Federally owned real property or equipment is used by Subrecipient.

Specific Requirements to Document the Federal Interest in Project Property

I. Covenant of Purpose, Use and Ownership

To document the Federal interest in BEAD-funded real property, Subrecipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant). The Covenant differs from a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest to NTIA or the Office. Rather, pursuant to the Covenant, Subrecipient acknowledges that it holds title to the BEAD-funded property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the Federal interest if it disposes of or alienates an interest in the BEAD-funded property, or uses it in a manner inconsistent with the public purposes of the BEAD award, during the useful life of the BEAD-funded property. The Covenant must be properly recorded in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the BEAD-funded property during its useful life and that NTIA retains an undivided equitable reversionary interest in the BEAD-funded property during the Federal Interest Period.
NTIA will provide a suggested sample form to use for the Covenant to record notice of the Federal interest in real property.

II. UCC-1 Filing & Attorney's Certification

Pursuant to 2 C.F.R. § 200.316, after acquiring all or any portion of the equipment under this award, Subrecipient shall properly file a UCC-1 with the appropriate State office where the equipment will be located in accordance with the State's Uniform Commercial Code (UCC). This security interest shall be executed in advance of any sale or lease and not later than closeout of the grant or subgrant, as applicable. The UCC filing(s) must include the below or substantively similar language providing public notice of the Federal interest in the equipment acquired with BEAD funding. Also, a clear and accurate inventory of the subject equipment must be attached to and filed with the UCC-1.
The UCC filing must include the below or substantively similar language:
The Equipment set forth at Attachment A hereto was acquired with funding under a financial assistance award (22-20-B061) issued by the National Institute of Standards and Technology, U.S. Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal interest) in the Equipment for ten years after the end of the year in which the award is closed out in accordance with 2 CFR 200.344.
In addition, within 15 calendar days following the required UCC filing(s), Subrecipient shall provide the Office and the Federal Grant Officer with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with Award Funds including all subgrants, along with a certification from legal counsel, licensed by the State within which the filings were made (Attorney's Certification), that the UCC filing was properly executed and filed in accordance with applicable state law. The Attorney's Certification must include the below or substantively similar language:

NIST Award Number:
Pursuant to 28 USC 1746, I hereby certify as follows:
I am legal counsel at _____.
I am licensed to practice law in the State of _____ having been a license holder of said state and in good standing since _____.
Attached hereto is a certified copy of UCC-1 form(s) reflecting that this document was filed in the _____on _____, 202x, bearing the following filing information [insert filing data, e.g., instrument number, etc.) and consists of ____ recorded pages as certified by the Secretary of State of _____.
I certify that this UCC-1 form(s) has/have been validly executed and properly recorded as noted above.
I certify under the penalty of perjury that the foregoing is true and correct.
Executed on this ____day of _____.

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

In addition, during the estimated useful life of the Project Property, Subrecipient shall timely file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth in this specific award condition. Copies of all filed UCC continuation statements, together with an Attorney's Certification, must be submitted to the Office and the Federal Grant Officer within 15 calendar days following each such filing. The UCC filing(s) and the accompanying Attorney's Certification(s) must be acceptable in form and in substance to the Office, NTIA, and the Federal Grant Officer.

EXHIBIT G1 EHP CONDITIONS OF FUNDING

Environmental and Historic Preservation Pre-Implementation and Funding Conditions

The OBO will ensure that the Subrecipient complies with all applicable Federal, State and local environmental laws, regulations, and standards as well as all such requirements related to their subgrant. The OBO will use the Environmental Screening and Permitting Tracking Tool (ESAPTT) within the NTIA grants portal (NGP) to perform environmental screening and obtain NTIA NEPA approvals.

A. EHP Pre-Implementation and Funding Conditions

Subrecipient must not initiate any grant funded implementation activities , except for those limited permissible activities below, and will not receive any BEAD funds prior to:

e. The completion of any review required under the National Environmental Policy Act of 1966 (42 U.S.C. 432, *et seq*.) (NEPA), and issuance by NTIA and the OBO, a categorical exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Findings of No Significant Impact (FONSI), or Record of Decision (ROD) that meets the requirements of NEPA.
f. 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 consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;
g. The completion of consultations with the U.S. Fish & 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
h. Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

B. **OBO Compliance with NEPA as Joint Lead Agency**

NEPA Compliance: To ensure the timely completion of environmental review for all BEAD-funded activities subject to NEPA review, the OBO will:

- Serve as a "joint lead agency" in its capacity as the State agency administering the BEAD program in accordance with 42 U.S.C. 4336a(a)(1)(B) and carry out the duties described in 42 U.S.C. 4336a(a)(2), consistent with NTIA's Smart Start NEPA guidance for BEAD, including the responsibility to obtain specialized environmental and historic preservation (EHP) expertise by hiring, contracting, or otherwise retaining staff with relevant NEPA qualifications and experience to support the OBO in the joint lead agency role;[1]

- Complete an evaluation of the sufficiency, applicability and accuracy of the

analysis in the relevant First Responder Network Authority (FirstNet) Regional Programmatic Environmental Impact Statement (PEIS) chapter as it applies to anticipated implementation activities for the OBO's State.

- Include in all awards to Subrecipients conditions stating that:

  1. the Subrecipient will not commence implementation, and funds will not be disbursed until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified in Section 13.E below;

  2. the Subrecipient must timely prepare any required NEPA documents and obtain any required permits, and must adhere to any applicable statutory deadlines as described in 42 U.S.C. 4336a(g); and

  3. the Subrecipient must provide a milestone schedule identifying specific deadlines and describing how the Subrecipient 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).

- For grant funded activities carried out by Subrecipients, certify the sufficiency of all Subrecipient NEPA documentation, either by preparing such documentation or by supervising Subrecipients' preparation of draft documents, independently reviewing those drafts, and verifying that draft documents meet the requirements of NEPA prior to transmittal to NTIA;

- Submit all NEPA documentation—including any supporting environmental documentation required or requested by NTIA—to NTIA through ESAPTT for review and approval.

C. The OBO Compliance with NHPA Section 106

NHPA Compliance: To ensure the timely completion of historic preservation review for all BEAD-funded activities, the OBO must:

- Provide notified Tribes with information regarding grant-funded activities via their preferred communication means, as identified to NTIA if applicable;

- Complete Section 106 review of grant-funded activities, applying the Advisory on Historic Preservation (ACHP) Program Comment to Avoid Duplicative Reviews for Wireless Communications Facilities, Program Comment for Federal Communications Projects, and any other applicable program comment or program alternative, or following the ACHP rules at 36 CFR 800 Subpart B;

- Adhere to, and ensure that all Subrecipients adhere to, the provisions of the NTIA memorandum to SHPOs, Tribal Historic Preservation Officers (THPOs), and grant recipients authorizing recipients to initiate Section 106 consultation for NTIA funded projects;

- Notify NTIA of any Tribal request for government-to-government

consultation or any identification that a grant funded activity may impact an historic property or a property of religious or cultural significance to a Tribe; and

- Provide all consulting parties with the statutorily required time to respond to their determination of a grant funded activity's effect on historic properties.

D. OBO Permitting Obligations

Under the Infrastructure, Investment, and Jobs Act (IIJA), NTIA is permitted to issue any "regulations or other guidance, forms, instructions, and publications" necessary to ensure that BEAD projects are carried out in a "timely and effective manner."[2] NTIA has determined that state and local permitting processes may significantly impair the ability of broadband providers to deploy networks in a timely and effective manner. In fact, in March of 2025, prior to the release of NTIA's Restructuring Policy Notice, the Department of Commerce Office of Inspector General released a report noting that state and local permitting "delays affect timely execution and increase deployment costs [of broadband projects], which could impact broadband officials' and industry stakeholders' ability to successfully deploy broadband as required by IIJA."[3] State broadband offices agree.[4] Moreover, the requirements below align with the Federal Communications Commission's (FCC) recent effort to "facilitate the pole attachment process to promote, fast, efficient, and ubiquitous deployment of broadband facilities."[5]

To help ensure that OBO's BEAD projects are carried out in a timely and effective manner, NTIA requires OBO to take the following actions to streamline permitting processes:

1. Consistent with any relevant legal requirements and authorities, and to the extent permissible under Oklahoma law, the OBO will establish procedures to ensure that broadband-related permit applications are promptly accepted, and requests are approved or denied within 90 days, including by:
    a. Assisting state and local authorities in establishing a single, dedicated point of contact, which has knowledge of the application and review processes, for broadband-related permits.
    b. Providing technical assistance to permitting agencies to ensure sufficient capacity (e.g., Master Agreement and Consultant Reimbursement Agreement templates, surge support for permit processing, etc.)
    c. Providing deference to the construction techniques chosen by BEAD Subrecipients (without seeking to influence those decisions), absent any identified safety concerns.
    d. Maximizing streamlined processing through permitting by rule; batch processing of substantially similar permit requests; and waiving or expediting duplicative or burdensome broadband permitting requirements where possible.
    e. Following FCC rules regarding timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects—including provisions in the FCC's rules providing for "one-touch make-ready" and "self-help"—and requiring BEAD Subrecipients that own poles (including cooperatives) to comply with FCC rules across their footprint.

2. OBO will seek to minimize state and local permitting-related costs for broadband

deployments and ensure (1) permitting fees are a reasonable approximation of the state or local government's costs, (2) only objectively reasonable costs are factored into those fees, and (3) the fees are no higher than the fees charged to similarly situated competitors in similar situations.

3. OBO will establish Permitting Roundtables[6] and/or working groups of relevant federal, state, local, and tribal authorities and representatives of impacted industries—including utility pole owners, railroads, communications providers, and BEAD subrecipients—that will:
    a. Meet regularly to identify and facilitate resolution of any delays or disputes related to deploying BEAD-funded facilities.
    b. Collect complaints (and supporting information) from Subrecipients that are not timely resolved through this process and escalate such complaints through the appropriate Permitting Roundtable or working group.

4. OBO will track, publicly post, and submit to NTIA, as part of its Semi-Annual Report, information on subrecipient compliance with the NEPA milestone schedules[7] and data regarding unresolved complaints from Subrecipients, including: (1) issues escalated through the Permitting Roundtable or working group; (2) delays in broadband-related projects that Subrecipients attribute to a state or local prohibition on using its preferred construction techniques; and (3) delays in broadband related projects that Subrecipients attribute to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects.[8]

E. Limited Permissible Pre-Implementation Activities

The OBO 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 OBO 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 Subrecipients comply with such conditions as well. The OBO must also provide any information requested by NTIA to ensure both initial and ongoing compliance with all requirements described above.

The OBO may undertake or allow limited permissible activities under NEPA to proceed using award funds prior to the completion of the EHP review process, including the following:

(1) Pre-construction planning, including collecting information necessary to complete environmental reviews;
(2) Applications for environmental permits;
(3) Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
(4) Administrative costs;
(5) Pre-award application costs;

(6) Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act; and/or
(7) 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).

Subrecipients that undertake unauthorized project activities in contravention of this Section proceed at their own risk and may face de-obligation of funding.

The OBO shall notify NTIA 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.

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

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.

- The OBO must notify NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols.
- The OBO should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials.
- If any potential archeological resources or buried human remains are discovered during construction, the Subrecipient must immediately stop working in that area, secure that area, and keep information about the discovery confidential, except to notify NTIA and the interested SHPO, THPO, and potentially affected Tribes. Construction activities may not resume in the area without the prior written approval of NTIA.

EXHIBIT G2 MILESTONE SCHEDULE FOR EHP

EXHIBIT H1 LEO CAPACITY SUBGRANT

This Low Earth Orbit Capacity Subgrant (referred to as a "LEO Capacity Subgrant") is made between the OBO and the Subrecipient for the purpose of awarding Subrecipient certain BEAD project areas.

The OBO shall reserve sufficient capacity from the Subrecipient to deliver broadband service that meets the following minimum performance standards to eligible service locations:

1) Minimum download speed: 100 Mbps,

2) Minimum upload speed: 20 Mbps,

3) Latency sufficiently low to support real-time, interactive applications (≤ 100ms round-trip time).

80 percent of Subrecipient's download and upload measurements must be at or above 80 percent of the required speed and 95 percent of latency measurements during testing windows must fall at or below 100 milliseconds round-trip time.

The determination of satellite capacity will focus on how many BSLs will be serviceable per square mile at the above identified speeds by a single satellite and shall be determined on the basis of the following:

Total Satellite Speed Capability _____ 100 Mbps down/ 20 Mbps up	= Total Number of BSLs serviceable by a single satellite
BSLs serviced by single satellite _____ 16 Beam on Satellite	= BSL service by beam
BSL service by single beam _____ Square Mile Coverage by beam	= Serviceable BSLS per square mile at 100 Mbps up/20 Mbps down

Subrecipient is required to provide broadband service that meets the BEAD performance and technical requirements for each BSL in the project area for the entire period of performance. Subrecipient will provide documentation to demonstrate that sufficient capacity is available to be reserved by the OBO, and this documentation is attached as **Exhibit H2**.

This agreement does not require subrecipient to allow the NTIA to take a Federal Interest in equipment or property acquired or improved with an LEO Capacity Subgrant as discussed in the BEAD Restructuring Policy Notice dated June 6, 2025.

A. Period of Performance

A subrecipient of a LEO Capacity subgrant shall be deemed to have begun to provide service when it certifies to the OBO that the Subrecipient can initiate broadband service within ten (10) business days of a request to any covered BSL project area, with no charges or delays attributable to extension of service. Subrecipient must begin providing service to each customer that desires it not later than four years from the date of this subgrant..

Subrecipient is required to perform for a ten year period of performance. Performance will commence from the date upon which the subrecipient certifies to the OBO that broadband is available to every location covered by the project. Subrecipient is required to provide broadband service that meets the BEAD performance and technical requirements for each BSL in the project area for the entire period of performance Subrecipient must continue to offer access to broadband service to each BSL served by the project through the period of performance. If a customer receiving service at one BSL moves, the LEO service provider must continue to offer service to the BSL, but not necessarily the previous subscriber, under the terms of the subgrant if subsequent occupants request service.

B. Payment Policy

The Total Amount of this Grant Award is _____. The OBO will provide Subrecipient with fifty percent (50%) of the total cost of this grant or _____ at the time the subrecipient certifies the availability of service through out the project area. The remaining fifty (50%) of the grant will be provided in quarterly payments. Each quarterly payment will consist of one and twenty-five hundredths (1.25%) of the total grant. These payments will continue on a quarterly basis for the ten-year period of performance.

If, in the course of conducting monitoring activity, the OBO determines that minimum service performance standards are not being met, the OBO will conduct further testing. Subrecipient will be notified of same and a portion of the quarterly payment may be withheld or go unpaid. After the notification by OBO to Subrecipient of a failure to meet minimum service standards, Subrecipient has until the following quarter to meet those standards. If during the second quarter, those minimum service standards continue to not be met, the OBO may withhold or not pay the entire installment for the second quarter Subrecipient is not in compliance, and every quarter thereafter if minimum standards continue to not be met.

C. Letter of Credit

The Subrecipient is required to have a Letter of Credit or a performance bond just as all other Subrecipients. However, the LEO Capacity Subgrant Subrecipient is given the additional advantage by NTIA of being able to reduce this Letter of Credit by fifty percent (50%) at the point of certification that broadband service is available to each location in the project areas. The Letter of Credit or performance bond can be reduced by an additional twenty-five percent (25%) of the original amount after the subscription rate reaches a minimum of twenty-five percent (25%) of all locations in the project area. The Letter of Credit or performance bond maybe closed out entirely once the subscription rate reaches fifty percent (50%).

In all cases, the Letter of Credit or performance bond may be terminated four years after the LEO Capacity Subrecipient certifies that it can initiate broadband service within ten (10) business days of a request to cover any BSL in the project areas.

D. Financial Certification Letter

Subrecipient certifies that it has submitted audited financial statements to NTIA demonstrating their financial capacity to undertake commitments of a subrecipient in all areas which Subrecipient is seeking to serve. The Subrecipient further represents that it is providing a financial certification letter that it has worked with NTIA to develop. OBO will rely on this financial certification letter being prepared by Subrecipient in concert with NTIA's assistance as described in the BEAD Restructuring Policy Notice, dated June 6, 2025. This financial certification letter is attached to this agreement as **Exhibit H3.**

E. Consumer Premises Equipment

Subrecipient must provide all necessary consumer premises equipment at no cost to the subscriber as part of the standard installation for each new resident or group of residents that are subscribing. Subrecipient must cover the costs of updating, repairing and replacing any consumer premises equipment for the entire period of performance.

If a customer receiving service at one BSL moves, the LEO service provider must continue to offer service to the BSL, but not necessarily the previous subscriber, under the terms of the subgrant if subsequent occupants request service. The Subrecipient must provide the incoming occupant the consumer premises equipment at no cost.

If a subscriber, who has already received consumer premises equipment at the time of the installation, and later requests additional consumer premises equipment, the Subrecipient may charge customary rates. Any additional consumer premises equipment that is requested as a result of equipment malfunction or damage caused by a weather event must be provided to the subscriber at not additional cost.

F. Order of Precedence within this Agreement

Subrecipients of LEO Capacity grants are subject to all of the terms and conditions included in this grant agreement. However, Subrecipients not receiving LEO Capacity grants are not subject to Exhibit H, In particular Subrecipient is subject to all of the robust monitoring practices contained in the OBO's Monitoring Plan, and the monitoring provisions contained in this grant agreement, including provisions addressing the claw back of funds, as required by the BEAD NOFO *(*BEAD NOFO, Section IV.C(1)(b),pg. 51). However, where this Exhibit H appears inconsistent with less specific language in or is in direct conflict with any other part of the grant agreement, the terms of Exhibit H will prevail over the rest of the grant agreement.

EXHIBIT H2 DOCUMENTATION TO DEMONSTRATE SUFFICIENT CAPACITY



EXHIBIT H3 FINANCIAL CERTIFICATION LETTER

EXHIBIT I1 LETTER OF CREDIT OR PERFORMANCE BOND

EXHIBIT I2 LETTER OF CREDIT LEGAL OPINION