

**South Carolina Infrastructure Investment and Jobs Act (IIJA) Broadband, Equity, Access,
and Deployment (BEAD) Grant Program**

Grant Agreement

I. INTRODUCTION OF PARTIES AND GRANT TERMS

This South Carolina Infrastructure Investment and Jobs Act (“IIJA”) Broadband, Equity, Access, and Deployment (“BEAD”) Grant Program Agreement (“Agreement”) is by and between the State of South Carolina (the “State”), acting by and through the South Carolina Office of Regulatory Staff (“ORS”) and the South Carolina Broadband Office (“SCBBO”), an office within the ORS (the State, ORS, and SCBBO are collectively referred to herein as “ORS”), and «Legal_EntityOrganization_Name», a «Entity_Type__eg_Corporation_nonprof» organized under the laws of the state of <Mailing Address State> (“Subgrantee”) (individually, a “Party” and collectively, the “Parties”). This Agreement is effective as of the date of the last signature below (“Effective Date”).

- A. WHEREAS, on November 15, 2021, the IIJA, Pub. L. No. 117-58, 135 Stat. 429, was signed into law for the purpose of providing funding for infrastructure projects;
- B. WHEREAS, the IIJA established the BEAD Program to fund broadband planning, deployment, mapping, and adoption activities;
- C. WHEREAS, the National Telecommunications and Information Administration (“NTIA”), which is located within the United States Department of Commerce, is the administrator for the federal BEAD Program, and the National Institute of Standards and Technology (“NIST”), which is located within the United States Department of Commerce, is the servicer for NTIA;
- D. WHEREAS, the BEAD program provides resources for state, local, and Tribal governments to deploy broadband service to unserved, underserved, and Community Anchor Institution (“CAI”) locations;
- E. WHEREAS, pursuant to 2025 Act No. 69 (South Carolina Appropriations Bill for Fiscal

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Year 2025-2026), Part 1.B Proviso Section 73.8, the South Carolina General Assembly authorized the SCBBO within ORS to serve as the central broadband planning body for the State and to coordinate with federal, state, regional, local, and private entities for the continued development of access to broadband in the State;

- F. WHEREAS, South Carolina is the recipient of a federal BEAD award pursuant to a Notice of Award (“NOA”);
- G. WHEREAS, ORS administered the Subgrantee selection process in accordance with the Initial Proposal Volume 2 (“IPV2”) that was approved by the NTIA on September 19, 2024, and the BEAD Notice of Funding Opportunity (NOFO), as amended by the BEAD Restructuring Policy Notice published June 6, 2025;
- H. WHEREAS, on August 21, 2025, ORS notified Subgrantee it was a provisional subgrantee under the Final Proposal ORS submitted to the NTIA; and, on December 4, 2025, NTIA notified ORS that NIST issued South Carolina’s NOA;
- I. WHEREAS, in reliance upon the representations and certifications contained in Grantee’s South Carolina BEAD Broadband Grant Program Application (the “Application”) and subject to the execution of this Agreement and an evaluation to prevent duplication of facilities, ORS has approved an award for the disbursement of funds (as further defined in this Agreement as the “Grant”) to Subgrantee pursuant to the terms and conditions of this Agreement and for the deployment and delivery of broadband infrastructure project as more particularly described in Exhibit A (“Project”), which may include multiple National Environmental Policy Act (“NEPA”) Project Areas (“NEPA Project Areas”) if so authorized by ORS and described in Exhibit A (all NEPA Project Areas collectively referred to as the “Project”), and which Grant funds are to be used by Subgrantee in conformity with the requirements and provisions of this Agreement;
- J. WHEREAS, Subgrantee acknowledges and agrees that no funds disbursed under this Agreement may be used to duplicate costs, services, connections, facilities, or equipment that have been authorized through another local, state, or federal grant program. Furthermore, consistent with 47 U.S.C. § 1702(l), grant funds awarded to the Subgrantee

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under this program shall be used to supplement, and not supplant, the amounts of Federal or non-Federal funds that the Subgrantee would otherwise make available for the purposes for which the grant funds may be used;

K. WHEREAS, Subgrantee represents and affirms that:

- 1) Subgrantee has examined and is fully familiar with all the provisions of this Agreement;
- 2) Subgrantee shall utilize the Grant funds for the purposes of completing the Project and providing or making available broadband service to all Broadband Serviceable Locations (BSLs) within the Project;
- 3) Subgrantee has satisfied itself as to the nature and location of the Project, the general and local conditions to be encountered in the performance of the Project, and all other matters that can in any way affect the work, schedule, or the cost thereof;
- 4) As of the execution of this Agreement, Subgrantee is registered with the State and State Fiscal Accountability Authority (“SFAA”) as a vendor and has received a South Carolina vendor number from SFAA;
- 5) As of the execution of this Agreement, Subgrantee has an active SAM.gov registration, a Unique Entity ID (“UEI”) number and has no exclusion record on SAM.gov; and
- 6) Subgrantee is required to maintain its SAM.gov information and must ensure all identification numbers provided are active throughout the entire grant period of performance, and with no exclusionary records;

L. WHEREAS, the Parties agree that the Project, as defined below, has a scope with measurable goals and objectives and that adequate cost, historical, or unit pricing data is available to establish that this fixed amount subaward is based on a reasonable estimate of actual cost;

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M. WHEREAS, all grants awarded by the ORS must be in compliance with all applicable rules, regulations, policies, methods and guidance issued by the ORS and NTIA for the allocation and oversight of NTIA BEAD funding; and

N. WHEREAS, the Parties' desire to enter into this Agreement for the purpose of setting forth the terms and condition upon which Subgrantee shall perform the Project.

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. PROJECT DESCRIPTION

A. The Project is described in Exhibit A, attached hereto and incorporated herein by reference. The Grant funds authorized and approved by this Agreement will be disbursed by ORS as outlined in Exhibit D, subject to whether the Subgrantee has satisfied all other terms and conditions of this Agreement. This Grant is a LEO Capacity Subgrant and is a fixed amount subaward as that term as defined in 2 CFR § 200.201, 2 C.F.R. § 200.333, Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program issued by NTIA on December 26, 2023, and the General Terms and Conditions for the NTIA BEAD Program Funds Updated November 2025.¹ The Parties agree that the major purpose of this "fixed amount subaward" is a broadband infrastructure project. Subgrantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing, and/or any other act or thing required to perform and complete the Project in a full and diligent manner. The Project must provide broadband service to an unserved location, underserved location, or eligible CAI as defined by 47 U.S.C. § 1702.

Pursuant to 47 U.S.C. § 1702(h)(4)(C), Subgrantee must begin providing broadband service to each customer within the Project that desires broadband service not later than

¹ See NTIA's Uniform Guidance Policy Notice available at <https://broadbandusa.ntia.gov/funding-programs/policies-waivers/BEAD-Policy-Notice-Uniform-Guidance-Exceptions-Adjustments-Clarifications>; General Terms and Conditions for the NTIA BEAD Program Funds available at https://broadbandusa.ntia.gov/sites/default/files/2026-01/BEAD_GTCs_11_18_2025.pdf

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four years after the date of the execution of this Agreement. As part of satisfying this requirement, Subgrantee must certify that it can initiate broadband service that meets the BEAD Program's technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location.

The period of performance for this Agreement concludes ten years from the date upon which Subgrantee makes the certification it can initiate broadband service that meets the BEAD Program's technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location.

B. The following documents are incorporated into and made part of this Agreement by reference:

1. Project Description (Exhibit A);
 - Project Budget (Exhibit A, Attachment 1)
2. Eligible Grant Purposes (Exhibit B);
3. Notice to Proceed Example (Exhibit C);
4. Disbursements and Reporting (Exhibit D)
5. BEAD Additional Requirements (Exhibit E);
6. BEAD Reporting Timeline (Exhibit F);
7. Underground Facility Damage Prevention Act Certification (Exhibit G);
9. Lower Tier Participation Certificate (Exhibit H);
10. Build America, Buy America (Exhibit I)

III. COMPLIANCE WITH APPLICABLE LAWS AND BEAD PROGRAM

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REQUIREMENTS

Subgrantee shall comply with all applicable requirements contained in the IIJA, 47 U.S.C. § 1702, and all other applicable federal, state, and local laws, regulations, and ordinances, and orders of federal, state, county, municipal, or other local authorities. Subgrantee shall also comply with all BEAD Program Documents, including but not limited to, the BEAD Notice of Funding Opportunity (“NOFO”), as amended by the BEAD Restructuring Policy Notice published June 6, 2025 (“BEAD Restructuring Policy Notice”); the U.S. Department of Commerce Financial Assistance Standard Terms and Conditions issued September 22, 2025; the General Terms and Conditions for the NTIA BEAD Program Funds (“NTIA General Terms and Conditions”); guidance; guidelines; policy notices; and waiver notices and shall require its employees and any individual, organization, or other entity with whom it contracts, subcontracts, subgrants, or subleases to comply with the same, whether or not cited or referenced in this Agreement. Subgrantee shall comply with any future amendments and changes to the BEAD Program Documents to the extent applicable. If it is later determined that Subgrantee did not comply with the BEAD Program Documents and all applicable statutes, laws, regulations, and orders of federal, state, county, municipal, or other local authorities, ORS retains the right to pursue any remedy described herein or otherwise available at law or in equity.

Without limiting the foregoing, the responsibilities of Subgrantee include, but are not limited to, the following:

A. Federal Requirements

1. Financial Capabilities: Subgrantee certifies it has the financial and managerial capacity to meet: (1) its commitments under this Agreement; (2) the requirements of the BEAD Program; and (3) such requirements as may be prescribed by NTIA. Subgrantee affirms that it has and will continue to maintain the financial capacity and resources to complete the Project.

Subgrantee certifies it has submitted an irrevocable standby letter of credit (LOC), valued at no less than 25% of the subaward amount in a form that complies with NTIA requirements and is acceptable to ORS from a bank or credit union that meets

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the eligibility requirements set by NTIA for the BEAD Program. The LOC is accompanied by an opinion letter in a form that is acceptable to ORS 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 Subgrantee’s bankruptcy estate under Section 541 of the Bankruptcy Code. Notwithstanding anything in this Agreement to the contrary, ORS shall not be required to provide advance notice to Subgrantee of any intention to draw on the letter of credit.

Subgrantee may reduce its LOC by 50% of the original amount after making the certification that it can initiate broadband service that meets the BEAD Program’s technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within 10 business days of a request by a subscriber at such location. The Subgrantee may reduce its Letter of Credit by an additional 25% of the original amount after at least 25% of all locations covered by the LEO Capacity Subgrant are subscribing to Subgrantee’s service. Subgrantee may close out its Letter of Credit the earlier of (i) the point in time in which at least 50% of all locations covered by the LEO Capacity Subgrant are subscribing to the Subgrantee’s service or (ii) four years after the Subgrantee makes the certification that it can initiate broadband service that meets the BEAD Program’s technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within 10 business days of a request by a subscriber at such location..

2. Protecting the BEAD Program from Defaults: Pursuant to the NTIA General Terms and Conditions, to ensure Subgrantees have the requisite financial and managerial capacity and funds are distributed in an equitable manner, NTIA requires that all contracts between Eligible Entities and Subgrantees 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, Subgrantee must provide the following NTIA-required

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certification following the execution of this Agreement:

[Subgrantee] and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period; and [Subgrantee] and any of its affiliates will not require or accept any additional Federal broadband service subsidies² 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]

No BEAD funds shall be released to Subgrantee until this certification is provided. Subgrantee is hereby notified that NTIA may publicly publish the signed certification. The certification must be a standalone machine-readable PDF document on official Subgrantee letterhead, separate from this subgrant agreement; saved and submitted to the ORS including the name of the Subgrantee and the Subgrantee UEI number; be signed and dated by the Authorized Organization Representative (AOR) signing the subgrant agreement on behalf of the Subgrantee; the AOR must have signatory authority for the Subgrantee's affiliates; and include Subgrantee contact information.

3. Managerial Capabilities: Subgrantee affirms it has the managerial readiness, experience, capability, and capacity to manage a broadband services network with respect to the Project and will continue to do so throughout the Period of

² For purposes of this prohibition, a "Federal broadband subsidy" is defined as any Federal funds made available to subsidize the provision of broadband service. For example, Federal broadband service subsidies include, but are not limited to, any of the Universal Service Fund (USF) support mechanisms

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Performance. Subgrantee further affirms that all information it provided to ORS regarding its Managerial Capabilities as part of its Application and elsewhere remains complete and accurate and demonstrates Subgrantee's managerial capability with respect to the Project.

4. Technical Capabilities: Subgrantee certifies it is technically qualified to complete and operate the Project and that it is capable of carrying out the funded activities in a competent manner, including that it will use an appropriately skilled and credentialed workforce. Subgrantee further certifies that the network design, diagram, project costs, build-out timeline and milestones for project implementation, all certified by a professional engineer, stating that the proposed network can deliver broadband service that meets the requisite performance requirements to all locations served by the Project, and a capital investment schedule evidencing complete build-out and the initiation of service within four years of the date on which the entity receives the subgrant are complete, accurate, and demonstrate Subgrantee's technical capability with respect to the Project.
5. Compliance with BEAD and Other Laws: Subgrantee affirms and certifies that the Project will be funded in part by the IJA BEAD Grant Program and confirms that this project is an eligible use of these funds, as defined by the BEAD Program Documents.
 - a. Subgrantee affirms and agrees to be aware of and comply with all current and future applicable local, state or federal laws, codes, regulations, executive orders, and guidelines, guidance, and policy notices from NTIA or ORS that regulate or govern the Project, including, but not limited to, acquiring all necessary permits, certifications, licenses, approvals, agreements and otherwise satisfy all requirements necessary to operate the Project (See Exhibit E).
 - b. Subgrantee affirms it will set up, identify, coordinate, and provide safe access for, and obtain all inspections for Subgrantee's work related to the Project, as required by any authorized agency or applicable code.

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6. Operational Capability: Subgrantee certifies that it possesses the operational capability to complete and operate the Project. Subgrantee further affirms that all information it provided to ORS regarding its Operational Capabilities as part of its Application and elsewhere remains complete and accurate and demonstrates Subgrantee's operational capability with respect to the Project.
7. Ownership: Subgrantee certifies that it has provided accurate ownership information consistent with the requirements in 47 C.F.R. § 1.2112.
8. Other Public Funding: Subgrantee affirms it has disclosed to ORS, for itself and for its affiliates, any application Subgrantee or its affiliates have submitted or plan to submit, and every broadband deployment project that Subgrantee or its affiliates are undertaking or have committed to undertake at the time of Subgrantee's Application using public funds, including but not limited to funds provided under: the Families First Coronavirus Response Act (Public Law 116- 127; 134 Stat. 178); the CARES Act (Public Law 116-136; 134 Stat. 281), the Consolidated Appropriations Act, 2021 (Public Law 116-260; 134 Stat. 1182); or the American Rescue Plan of 2021 (Public Law 117-2; 135 Stat. 4), any federal Universal Service Fund high-cost program (e.g., RDOF, CAF), or any Eligible Entity or local universal service or broadband deployment funding program.
9. Labor Standards: Subgrantee certifies it complies with Federal labor and employment laws.
10. Prohibition on Use of Grant Funds to Support or Oppose Collective Bargaining: Subgrantee may not use grant funds, whether directly or indirectly, to support or oppose collective bargaining. See NTIA General Terms and Conditions § 36.
11. Environmental and Historic Preservation ("EHP") Review: Subgrantee affirms and agrees that the Project must (1) comply with requirements of all applicable Federal, state, and local environmental laws, regulations, and standards; and (2) be technically sound to meet or exceed engineering and construction industry standards.

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a. *EHP Pre-Implementation and Funding Conditions*

Subgrantee further affirms and agrees Subgrantee will not initiate any grant funded implementation activities—except for the limited permissible activities identified in Section J. 4. of this Agreement and Section 13.E of the NTIA General Terms and Conditions—and no BEAD funds will be disbursed to Subgrantee prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, *et seq.*) (“NEPA”), and issuance by NTIA and ORS, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter “decision documents”) that meets the requirements of NEPA;
- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (“NHPA”), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American Tribes;
- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (“USACE”) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and
- Demonstration of compliance with all other applicable Federal, State, and local environmental laws and regulations.

Subgrantee further agrees to:

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- 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 ____ of the Agreement;
- 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
- Provide a milestone schedule identifying specific deadlines and describing how the Subgrantee proposes to meet these timing requirements including, as required, the completion of consultations, the completion of NEPA and Section 106 reviews, and the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs).

Subgrantee further agrees to adhere to the Project schedule(s) described in Exhibit A including, as required, the completion of all requirements of this Section.

Subgrantee further agrees to screen projects using NTIA-provided GIS data³ in addition to providing sufficient information necessary for input to NTIA's Environmental Screening and Permitting Tracking tool (ESAPTT), which will be managed by the ORS on behalf of the SC BEAD Program. Subgrantee understands additional guidance may be forthcoming from NTIA and agrees to comply with any such guidance once issued.

b. Compliance with NHPA Section 106

To ensure timely completion of historic preservation review for all BEAD-

³ NTIA mapping tools available at:

https://nbam.ntia.gov/search?tags=permitting%2Cenvironmental&_gl=1*47azha*_ga*MTE3MTAzNTM1OS4xNzU0MDc3MzU5*_ga_H50FXLW992*cze3NzE1MjUxMzQkbzMzJGcxJHQxNzcxNTI1MTc3JGoxNyRsMCRoMA..*_ga_55V70TEFYT*cze3NzE1MjUxMzQkbzMzJGcxJHQxNzcxNTI1MTc3JGoxNyRsMCRoMA.

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funded activities, Subgrantee to the extent applicable 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 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 ORS 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 its determination of a grant funded activity's effect on historic properties.

c. Permitting Obligations

- For poles Subgrantee owns which are not already subject to state or Federal Communications Commission ("FCC") pole attachment regulations, Subgrantee, through the federal interest period, agrees to follow FCC rules regarding timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband

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projects—including provisions in the FCC’s rules providing for “one-touch make-ready” and “self-help,” and agrees, with respect to poles Subgrantee owns across its footprint in South Carolina, to comply with FCC rules. Poles with attachment rates and access that are regulated by state law or by a government corporation will not be affected by this provision.

- To the maximum extent permitted by state law, ORS shall work to satisfy the commitments set forth in Section 13.D. of the NTIA General Terms and Conditions titled Grantee Permitting Obligations.
- Subgrantee agrees to participate in and attend meetings, if requested, of any Permitting Roundtables 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 subgrantees.
- Subgrantee acknowledges ORS is required to track, publicly post, and submit to NTIA, as part of its Semi-Annual Report, information on subgrantee compliance with the NEPA milestone schedules and data regarding unresolved complaints from Subgrantees, including: (1) issues escalated through the Permitting Roundtable or working group; (2) delays in broadband-related projects that Subgrantees attribute to a state or local prohibition on using its preferred construction techniques; and (3) delays in broadband related projects that Subgrantees 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.⁴

⁴ Pursuant to Section 13.D. of the NTIA General Terms and Conditions, such reports will be shared with the FCC and Congress to determine whether additional funding rescission, enforcement, legislation to modify 47 U.S.C. § 224 to remove the exemption for poles and conduits owned by municipalities and electric cooperatives, and/or other actions are warranted.

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d. *Limited Permissible Pre-Implementation Activities*

Subgrantee 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. The Subgrantee 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. Subgrantee must also provide any information requested by ORS or NTIA to ensure both initial and ongoing compliance with all requirements.

Subgrantee may undertake the following limited permissible activities under NEPA prior to the completion of the EHP review process:

- Pre-construction planning and engineering, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, EAs, wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Activities supporting consultations required under the National Historic Preservation Act (“NHPA”), the Endangered Species Act, and the Clean Water Act; and/or
- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of

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applicable or conditional insurance; and/or funds used to secure right-of-ways or easements.⁵

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

Subgrantee shall notify ORS 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 such notifications will be forwarded to NTIA by ORS.

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 ORS and NTIA and will be reevaluated 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.

- Subgrantee must notify ORS of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Any such notifications will be forwarded to NTIA by ORS.
- Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground

⁵ Similar to other Project costs, costs associated with limited permissible activities are only eligible for reimbursement if they meet the requirements set forth in this Agreement, including Exhibit B.

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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, Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify ORS, 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.

12. Build America, Buy America Act (“BABA”): Consistent with Section 70901 through 70953 of the IIJA, Subgrantee shall certify (see Exhibit I), and comply with BABA consistent with applicable legal authorities, such as the IIJA, Executive Order 14005, 2 CFR Part 184, 2 C.F.R. § 200.322, OMB Memo M-24-02, and the requirements laid out in the final version of the BEAD BABA waiver. All waivers applicable to BEAD, Frequently Asked Questions (“FAQ”), and a BEAD BABA Self Certification list are posted on the Build America, Buy America page maintained by the U.S. Department of Commerce Office of Acquisition Management at <https://www.commerce.gov/oam/build-america-buy-america>.

- a. Domestic Preferences in Procurement. Subgrantee shall, to the greatest extent practicable and consistent with applicable law to the BEAD Program, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322.

13. Prohibition on Use for Covered Communication Equipment or Services. Subgrantee (including contractors and subcontractors of Subgrantee) affirms and agrees that it is prohibited from using Grant funds (including non-Federal cost share) to purchase or support any communications equipment or service covered by either the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608) or 2 CFR § 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment). Furthermore, 47 U.S.C. § 1702(g)(1) expressly

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prohibits subgrantees from using BEAD funding to purchase or support fiber optic cable and optical transmission equipment manufactured in the People's Republic of China unless a waiver of this requirement is received from the Assistant Secretary Commerce for Communications and Information or the individual who holds any successor position ("Assistant Secretary")..

14. Cybersecurity & Supply Chain Risk Management: Pursuant to 47 U.S.C. § 1702(g)(1)(B), Subgrantee, in carrying out activities using Grant funds, shall comply with prudent cybersecurity and supply chain risk management practices, as specified by the Assistant Secretary, in consultation with the Director of NIST and the FCC.

Subgrantee attests that:

- a. Subgrantee has a cybersecurity risk management plan ("CRM Plan") in place that is either operational, if Subgrantee is providing service prior to the award of the Grant; or ready to be operationalized upon providing service, if Subgrantee is not yet providing service prior to the Grant award;
- b. The CRM Plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;
- c. The CRM Plan will be reevaluated and updated on a periodic basis and as events warrant; and
- d. If Subgrantee makes any substantive changes to the CRM Plan provided previously to ORS, a new version will be submitted to ORS within 30 days. Subgrantee acknowledges that ORS must provide Subgrantee's CRM Plan to NTIA upon NTIA's request.

Subgrantee attests that:

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- a. Subgrantee has a supply chain risk management plan (“SCRM Plan”) in place that is either operational, if Subgrantee is already providing service at the time of the Grant; or ready to be operationalized, if Subgrantee is not yet providing service at the time of Grant award;
- b. The SCRM Plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;
- c. The SCRM Plan will be reevaluated and updated on a periodic basis and as events warrant; and
- d. If Subgrantee makes any substantive changes to the SCRM Plan provided previously to ORS, a new version will be submitted to ORS within 30 days. Subgrantee acknowledges that ORS must provide Subgrantee’s SCRM Plan to NTIA upon NTIA’s request.

To the extent Subgrantee relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), Subgrantee must obtain the above attestations regarding the CRM Plan and SCRM Plan from its network provider with respect to both cybersecurity and supply chain risk management practices and provide the attestations upon request to ORS or NTIA.

15. Low-Cost Broadband Service Option.

- a. Low-Cost Broadband Service Option (“LCSO”): Pursuant to 47 U.S.C. § 1702(h)(4)(B), Subgrantee agrees to offer the LCSO described in its Application to eligible subscribers (see Exhibit A). The LCSO must meet the requirements outlined by the NTIA, including consistently and reliably providing download speeds of at least 100 Mbps and upload speeds of at least

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20 Mbps with latency performance of no more than 100 milliseconds. Subgrantees that already offer a low-cost plan that meets the service requirements may satisfy the LCSO requirement by offering their existing low-cost plan to eligible subscribers. Subgrantee must offer the LCSO throughout the period of performance. If Subgrantee seeks the flexibility to change the cost of the LCSO over time, the methodology it will use to set the LCSO in the future (e.g., tied to inflation or changes in the FCC's urban rate benchmark, etc.) must be set forth in Exhibit A. Subgrantee is responsible for verifying the information in Exhibit A is correct. Subgrantee agrees to report speed, pricing data, data allowance, and methodology information to ORS as such information is required by the NTIA. Pursuant to 47 U.S.C. § 1702(h)(5)(C), NTIA or ORS may take corrective action, including recoupment of funds from the Subgrantee, for noncompliance with the statutory low-cost plan requirement.

- b. Program Participation: Per the BEAD Restructuring Policy Notice, Subgrantee affirms its understanding that eligible subscribers for its LCSO are based on the eligibility criteria for the FCC's Lifeline Program. Eligible subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Subgrantee is responsible for verifying LCSO eligibility and may ask potential subscribers to provide the same documentation necessary to confirm eligibility as is required under the FCC's Lifeline Program.

Alternatively, Subgrantee may offer its LCSO to all potential subscribers on the BEAD-funded network and is not required to limit the LCSO to eligible subscribers only. If Subgrantee later during the period of performance decides to limit LCSO eligibility to eligible subscribers (as defined in the previous paragraph), it must begin verifying eligibility as described in the previous paragraph.

16. False Statements: Subgrantee understands that making false statements or claims

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in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

17. Civil Rights and Nondiscrimination Law Compliance: Pursuant to 47 U.S.C. § 1702(g)(2)(C)(ii), Subgrantee shall use the Grant funds in an equitable and nondiscriminatory manner.
18. Access to Service. Pursuant to 47 U.S.C. § 1702(g)(2)(C)(ii), Subgrantee 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.
19. Network Resilience: Subgrantee shall incorporate best practices defined by NTIA for ensuring reliability and resilience of broadband infrastructure by establishing risk management plans that account for technology infrastructure reliability and resilience, including from natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity best practices.
20. 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 Subgrantee must comply, Subgrantee shall ensure that its Project meets the criteria related to speed and latency and network outages outlined in the NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice (and any future amendments) (“NTIA Performance Measures Policy Notice”).⁶.
21. Standards and Best Practices: Subgrantee shall ensure broadband infrastructure is complete and operable in accordance with industry construction standards and engineering best practices. Subgrantees shall consult with www.iso.org for best practices within the required disciplines and domains performing work to build

⁶ Available at https://broadbandusa.ntia.gov/funding-programs/policies-waivers/Performance_Measures_Policy_Notice.

BEAD infrastructure (e.g. engineering, construction, management services).

22. Inspection and Testing of the Materials: Subgrantee, as applicable, shall ensure that all materials and equipment used in the completion of the work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. Subgrantee shall ensure that documentation of same is cataloged and retained.
23. Energy Efficiency: Subgrantee shall apply, where feasible, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction of the Project.
24. Requirements During Construction: During construction, the Subgrantee is responsible for:
 - a. Ensuring that it meets all deadlines in approved plans and specifications;
 - b. Monitoring the progress of grant funded activities;
 - c. Reporting progress;
 - d. Providing for required construction permits and adequate construction inspection, to the extent applicable;
 - e. Promptly paying costs incurred for grant funded activities and retaining proof of payment;
 - f. Monitoring contractors' compliance with Federal, State, and local requirements; and
 - g. Constructing and maintaining in good condition throughout the construction period a sign or signs, at the site of grant funded activities in a conspicuous place indicating that the Federal Government is participating in the activities,

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to the extent applicable.

25. Grantee, Subgrantee, and Contractor Compliance with Applicable Requirements: Subgrantee shall require and monitor the compliance of its contractors and subcontractors, including lower tier subgrantees or subcontractors, with all applicable federal, state, and local laws and regulations, and all applicable terms and conditions of this Agreement. Subgrantee is responsible for ensuring that all contracts, including those necessary for design and constructions of facilities, are implemented in compliance with the terms and conditions of this Agreement and the BEAD Program Documents.

ORS and the State have no responsibility or liability for payment to any contractors or subcontractors utilized by Subgrantee.

26. Lower Tier Participation: Subgrantee affirms that it is not pursuing BEAD funding as part of a joint venture. Subgrantee agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326 and makes the certification described in section V.C.3. and 4. of the NOFO and in the Lower Tier Participant Certification in Exhibit H to this Agreement.
27. Lobbying Restrictions: Subgrantee must comply with 2 C.F.R. § 200.450 (Lobbying), 31 U.S.C. § 1352, U.S. Office of Management and Budget (“OMB”) guidance and notices on lobbying restrictions, and 15 C.F.R Part 28.⁷
28. Prevention of Waste, Fraud and Abuse: Subgrantee must monitor Project activities for common fraud schemes, including but not limited to:
- a. False claims for materials and labor;
 - b. Bribes related to the acquisition of materials and labor;
 - c. Product substitution;

⁷ See U.S. Department of Commerce Financial Assistance Standard Terms and Conditions issued September 22, 2025, for additional information.

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- d. Mismatching or mislabeling on products and materials; and
- e. Time and materials overcharging.

Should Subgrantee detect any fraud schemes or any other suspicious activity, Subgrantee as soon as possible must contact ORS, which in turn will contact its NTIA Federal Program Officer and the U.S. Department of Commerce, Office of Inspector General Hotline. Additionally, in accordance with 2 C.F.R. § 200.113, Subgrantee must disclose, in a timely manner, in writing to ORS and NTIA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313).

For the purpose of reporting waste, fraud or abuse in the BEAD Program, Subgrantee shall widely publicize the toll-free number (1-855-723-7283) and website for the South Carolina Office of Inspector General (<https://oig.sc.gov/file-complaint>).

29. Protection for Whistleblowers: The United States Department of Commerce Financial Assistance General Terms and Conditions (dated September 22, 2025) are incorporated into this award. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information). Generally, this law provides that an employee or contractor (including subcontractors and personal services contractors) of a Grantee, Subgrantee, contractor, subcontractor, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subgrant, or a contract under a Federal award or subgrant, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subgrant or contract under a Federal award or subgrant, a substantial and specific danger to public health or safety, or a violation of law, rule,

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or regulation related to a Federal award, subgrant, or contract under a Federal award or subgrant.

Grantees, subgrantees, and contractors under Federal awards and subgrants must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

A person that believes they have been the subject of retaliation for protected whistleblowing can contact the United States 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.

30. Deployment and Provision of Services Requirements: Pursuant to 47 U.S.C. § 1702(h)(4)(D) and NTIA General Terms and Conditions, to the extent applicable, any Funded Network deployment project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

Pursuant to 47 U.S.C. § 1702(h)(4)(E) and 47 U.S.C. § 1702(h)(4)(H), to the extent applicable, Subgrantee may use Grant funds to deploy broadband infrastructure in or through any area required to reach interconnection points or otherwise to ensure the technical feasibility and financial sustainability of a project providing broadband service to an unserved location, underserved location, or eligible CAI. If Subgrantee, at any time, is no longer able to provide broadband service to the end user locations covered by this Agreement at any time on a retail basis, remedial action be taken to ensure continuity of service. In consultation with NTIA, if Subgrantee is no longer able to provide broadband service to the locations covered by this Agreement at any time, ORS shall consult with NTIA and Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

31. Public Notice: Pursuant to 47 U.S.C. § 1702(h)(4)(G), Subgrantee shall carry out

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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 the Project has been deployed, Subgrantee 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 ORS. *See* NOFO IV.C.2.c.iv.

32. Program Income: Subgrantee may retain program income without restriction, including retaining program income for profit. This exception does not alter the provision that a profit, fee, or other incremental charge above the actual cost incurred by Subgrantee is not an allowable cost (See Exhibit B).
33. Eminent Domain: In accordance with Executive Order 13406, “Protecting the Property Rights of the American People” (June 28, 2006), Subgrantee agrees:
- Not to use any power of eminent domain (including the commencement of eminent domain proceedings) for use in connection with the grant for the purpose of advancing the economic interest of private parties;
 - Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the grant for the purpose of advancing the economic interests of private parties; and
 - Any use of eminent domain to acquire land, easements, or interests in land, whether by Subgrantee or any other entity that has the power of eminent domain, in connection with the grant requires prior written consent of NTIA. Any use of eminent domain without prior consent of NTIA constitutes an unauthorized activity and/or use of funds under the award and subjects Subgrantee to appropriate enforcement action by the NIST Grants Officer or ORS, including but not limited to the disallowance of award costs and the termination of the award.

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34. Monitoring and Compliance: Pursuant to 2 CFR § 200.329 Monitoring and reporting program performance, the Subgrantee, in conjunction with ORS, is responsible for the oversight of this Federal award. The Subgrantee must monitor its activities under Federal awards to ensure it is compliant with all requirements and meeting performance expectations. Monitoring by the Subgrantee must cover each program, function, or activity. If the Subgrantee fails to comply with monitoring and information requests, Subgrantee may be determined to be non-compliant with award terms and conditions, which may result in ORS or the NIST Grant Officer pursuing one or more of the remedies described herein.
35. Consumer Premises Equipment: Subgrantee must provide all necessary consumer premises equipment (“CPE”). CPE must be provided at no cost to the subscriber for up to 3 CPE provided per-BSL for each new subscriber at each BSL in the Project during the period of performance.
36. Installation: For a subscriber at any BSL in the Project that does not wish to self-install, Subgrantee must ensure – either through provider installation or third-party installation – that fully functioning service will be provided within ten business days of a request by a subscriber at the BSL. Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by the BEAD Program.
37. Compliance with Executive Orders: At any time during the period of performance of this award, if the Subgrantee believes that any of the activities in its approved scope of work may be inconsistent with the policies outlined in any applicable Executive Order, the Subgrantee has an affirmative duty to immediately stop work on those potentially inconsistent activities and immediately contact ORS. ORS will confer with NTIA and the NIST Grants Officer to determine whether the potentially inconsistent activities may proceed under this award. The performance of activities that violate or that are otherwise inconsistent with requirements under any

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applicable Executive Order may result in appropriate enforcement action pursuant to 2 C.F.R. § 200.339, including the disallowance of costs and possible termination of a portion or all of this award.

38. To the extent applicable to LEO Capacity Subgrants under applicable law and federal requirements for the BEAD Program, Subgrantee shall comply with requirements related to equipment, supplies, intangible property, property standards, encumbrances, and any recording requirements, including but not limited to those set forth in the Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program issued by NTIA on December 26, 2023, and the following sections of the NTIA General Terms and Conditions: Encumbrances and Uniform Guidance Exceptions, Adjustments, and Clarification Applicable to Fixed Amount Subgrants For Which the Major Purpose of the Subgrant is a Broadband Infrastructure Project(s).

B. State Requirements

1. Drug-Free Workplace Act: Subgrantee shall comply with applicable requirements in the State of South Carolina Drug Free Workplace pursuant to Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
2. Participation in Federal Work Authorization Program: Subgrantee certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the ORS upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to Subgrantee and its contractors, subcontractors or sub-subcontractors; or (b) that Subgrantee and its contractors, subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to S.C. Code Ann. § 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Subgrantee agrees to include in any contracts with its contractors and subcontractors language requiring its

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contractors and subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

3. Dig Once Approach: Subgrantee affirms that it will consult with all relevant South Carolina state agencies, including but not limited to the South Carolina Department of Transportation (“SCDOT”), electric utilities, as well as local water and sewer utilities as to any possible efficiencies that can be achieved with a “Dig Once” approach, to the extent applicable.
4. South Carolina Underground Facility Damage Prevention Act: Subgrantee shall comply with and shall require its employees, contractors, and subcontractors to comply with the applicable requirements in the South Carolina Underground Facility Damage Prevention Act pursuant to Title 58, Chapter 36 of the South Carolina Code of Laws, as amended (“Underground Facility Damage Prevention Act”). If Subgrantee, its employees, contractors, or subcontractors violate the Underground Facility Damage Prevention Act, they may be subject to a complaint being filed by an affected party with the South Carolina Attorney General’s Office and may be subject to a fine pursuant to S.C. Code Ann. § 58-36-120. A list of contractors that will support this aspect of the Subgrantee’s project must be provided to the ORS at the time construction commences. (See Exhibit G).
5. Reducing Disruptions: Subgrantee affirms that it will consult with local businesses, to include but not be limited to agricultural businesses, within the Project Area to minimize disruption and potential impact of their daily operations.
6. Subgrantee acknowledges and understands that expenses related to customer premise equipment and installations either to homes or businesses located outside of the Project will be deemed Ineligible Expenses as defined herein and any such work shall fall outside the terms of this Agreement.

IV. GRANT AWARD/PAYMENT TERMS

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- A. Grant Amount: In consideration of the various obligations to be undertaken by Subgrantee pursuant to this Agreement, ORS awards Subgrantee with Program funds in an amount equal to the lesser of 1) «SCBBO_Request_Words» («South_Carolina_BEAD_Request_Dollars»), or 2) «SCBBO_Percent_Words» percent («Percentage_Funds_Requested_from_SC_Broad»%) of the Eligible Expenses related to the Project as described in Exhibit A referenced in this Agreement (the “Grant”), for a total project cost of «Total_Project_Costs_Words» («Total_Project_Cost_Amount»). The terms “Eligible Expenses” and “Ineligible Expenses” shall have the meaning set forth below and in Exhibit B to this Agreement.
- B. Subgrantee shall only request and use Grant funds for reimbursement of Eligible Expenses as defined in Exhibit B directly related to the Project described in Exhibit A. Pursuant to the terms of the NOA, eligible uses of funding in connection with a LEO Capacity Subgrant are limited to reimbursements for the cost of:
1. The reservation of capacity on a LEO satellite network for each location that meets the BEAD Program’s performance and technical requirements;
 2. Necessary consumer premise equipment (“CPE”) provided at no cost to the subscriber for up to 3 CPE provided per-BSL for new subscribers during the period of performance; and
 3. Initial, non-recurring services and equipment (e.g., consumer premise equipment) to ensure that initial non-recurring fees charged to the subscriber at a location covered by the LEO Capacity Subgrant are comparable to those initial non-recurring fees charged to subscribers at locations in the state or territory served by terrestrial broadband technologies subsidized by the BEAD program.
- C. Any expense which is not an Eligible Expense shall constitute an Ineligible Expense for which Subgrantee shall receive no reimbursement. Exhibit B contains additional information on Ineligible Expenses. Ineligible expenses include, but are not limited to, any expense incurred by Subgrantee not in furtherance of its duties and obligations under this Agreement to complete the Project and any expense incurred to deploy broadband

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infrastructure to any location outside of the Project. If Subgrantee is found to have used grant or matching funds on a prohibited cost, ORS may take remedial action, including but not limited to deobligation or clawback of funding.

- E. Subgrantee acknowledges the FCC BSL fabric data is updated on a six-month cycle, which may impact the BSLs that are represented in the Project. Upon completion of the Project, BSLs must also be reported by the Subgrantee as serviceable during the next available filing period to the FCC.
- F. Matching Funds: Subgrantee shall be responsible for and shall fund no less than the percentage match listed in Exhibit A for the Project. Subgrantees' non-federal share is required to be paid out at the same general rate as the federal share for the life of the award or before federal funds are expended.
- G. Disbursement of the Grant: Grant disbursements shall be pursuant to the project milestone and payment schedule set forth in Exhibit D upon Subgrantee submitting a complete Exhibit D, including all items referenced therein, to the satisfaction of ORS.
 - 1. ORS will not authorize late fees to Subgrantee and Subgrantee shall not be entitled to any late fees on amounts due to Subgrantee under the terms of this Agreement.
 - 2. Subgrantee shall pay its subcontractor(s), if any. ORS and the State have no liability for payment to any subcontractors utilized by Subgrantee.
 - 3. ORS will not reimburse Subgrantee for retainage that has not actually been paid to a subcontractor. Any retainage must be released to the subcontractor before it can be considered an Eligible Expense.
 - 4. ORS has the right to withhold or deny the disbursement of Grant funds if ORS determines, in its sole discretion, that Subgrantee failed to perform or complete the Project or meet the requirements for a Milestone payment. ORS shall have the right at any time to request that Subgrantee provide additional supporting documentation with any request for payment.

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5. The disbursement of the Grant funds shall be the only and the complete payment to Subgrantee for all expenses, of whatever nature, incurred by Subgrantee and claimed as Eligible Expenses under this Agreement. Under this Agreement, the State has no liabilities to Subgrantee other than the disbursement of Grant funds pursuant to this Agreement and subject to completion of a qualifying project as described herein.
6. Disbursement of the Grant funds will be made by ORS either by check or an automatic clearing house (“ACH”) transaction, depending on Subgrantee’s vendor registration.

V. PERIOD OF PERFORMANCE

- A. Period of Performance: The period of performance for this Agreement concludes ten years from the date upon which Subgrantee makes the certification it can initiate broadband service that meets the BEAD Program’s technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location. Subgrantee must continue to offer access to broadband service that meets the requirements of this Agreement and NTIA to each BSL served by the Project throughout the period of performance. For example, if a customer receiving service at a BSL moves, Subgrantee must continue to offer service to the BSL, but not necessarily the previous subscriber, under the terms of this Agreement if subsequent occupants request service.
- B. Reporting Compliance: Subgrantee acknowledges they will comply with all existing and future reporting requirements, guidelines, and associated guidance established by the NTIA and the ORS for the BEAD Program. Subgrantee shall cooperate with ORS to fully meet any required financial or programmatic reporting associated with the BEAD Program. Reporting intervals will be no less than semi-annual (i.e. every six months) to align with NTIA requirements, although ORS reserves the right to require more frequent reporting. No later than the dates set forth in the BEAD Reporting Timeline (Exhibit F), Subgrantee shall upload completed financial and construction project reports, in a format approved by ORS, to ORS’s ShareFile site or other ORS designated location. Subgrantee

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agrees to prepare and submit reports, if and as requested, summarizing programmatic and financial activity which shall include, but are not limited to, narrative summaries of deployment progress, identification of issues impacting build out, and financial records or data necessary to accurately account for awarded funds. ORS retains the right to request additional documentation or data from Subgrantee. Subgrantee must certify the information in all reporting is accurate.

Subgrantee will maintain a detailed listing and summary of all eligible expenses as outlined in Exhibit B, along with corresponding vendor invoices, proof of payment, and supporting documentation sufficient to ensure Subgrantee compliance with BABA requirements⁸, which must be made available upon request.

Subgrantee agrees to promptly take any remedial action required by the ORS as a result of any errors, omissions, or deficits identified through the reporting and monitoring process. ORS reserves the right to place a specific award condition (“SAC”), on the subaward at any time as a result of monitoring findings which may include a revision to the Subgrantee monitoring approach, such as frequency, method, or content, or any of the other types of specific conditions described in 2 C.F.R. § 200.208. Subgrantee shall maintain sufficient records to substantiate all information submitted in reports under this Agreement.

Subgrantee is required to participate in regularly scheduled monthly Project progress meetings. Subgrantee shall designate a responsible contact who shall maintain comprehensive knowledge of the Project, can provide detailed information regarding the status of the project, and is able to respond to inquiries regarding the Project.

Subgrantee acknowledges that any such information required to be reported may be shared with NTIA and may be publicly disclosed.

- C. Speed and Performance Measures: Subgrantee acknowledges they will comply with the NTIA Performance Measures Policy Notice, including any applicable modifications or

⁸ Additional information is available at: <https://www.ntia.gov/programs-and-initiatives/build-america-buy-america>

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additional guidance currently in existence or that may be issued in the future.⁹ In addition, the funded network will meet or exceed the metrics outlined in the NTIA Performance Measures Policy Notice and Exhibit A. While Subgrantee's obligation to provide broadband service meeting the network performance standards described in the NOFO continues for the duration of the ten-year extended period of performance as that term is defined in the BEAD Restructuring Policy Notice, the network performance reporting obligations described in NTIA Performance Measures Policy Notice apply only during the deployment period of performance. The requirements of the NTIA Performance Measures Policy Notice include but are not limited to that Subrecipient shall be obligated to perform the testing described therein annually during the deployment period of performance. Throughout the ten-year extended period of performance as that term is defined in the BEAD Restructuring Policy Notice, Subgrantee shall be responsible for delivering comparable Speed and Performance Measure data consistent with methods outlined in the NTIA Performance Measures Policy notice. The details of the protocol will be mutually agreed upon by the Subgrantee and ORS. Subgrantees must retain the measurement data and make it available for inspection by the ORS or NTIA.

Non-compliance by Subgrantee includes failure to meet any of the four thresholds described in the NTIA Performance Measures Policy Notice (i.e. download, upload, latency, or availability), failure to use a compliant testing methodology, failure to report measurement results to ORS on time, or failure to comply with transparency requirements. Subgrantee is responsible for reporting any non-compliance to ORS within fifteen (15) days of completing the measurement cycle or failing to meet the availability benchmarks.

ORS reserves the right to request Subgrantee to provide performance data demonstrating

⁹ The NTIA Performance Measures Policy Notice is intended solely to assist Subgrantee in better understanding the BEAD grant program and the requirements set forth in the NOFO, as modified by the BEAD Restructuring Policy Notice, and follow-on policies and guidance for this program. The NTIA Performance Measures Policy Notice does not and is not intended to supersede, modify, or otherwise alter applicable statutory or regulatory requirements, the terms and conditions of the award, or the specific requirements set forth in the NOFO, as modified by the BEAD Restructuring Policy Notice. In all cases, statutory and regulatory mandates, the terms and conditions of the award, and the requirements set forth in the NOFO, as modified by the BEAD Restructuring Policy Notice, shall prevail over any inconsistencies contained in the NTIA Performance Measures Policy Notice.

its compliance with the performance standards described herein after closeout.

- D. Adherence to Timeline: Time shall be of the essence as to all dates and times of performance contained in this Agreement. Subgrantee shall comply with all applicable deadlines set forth in Exhibit A and Exhibit F.
- E. Continued Maintenance: Subgrantee affirms that, once the Project is operational, it will maintain the network, and will make repairs, as needed, in a timely manner during the Period of performance.
- F. Changes: ORS has sole discretion and must approve in writing any proposed changes to the Project or any other term of this Agreement, including modifications to the scope of work or modifications involving carrying out Project activities in a geographic area other than the approved Project as described in Exhibit A through an executed amendment of this Agreement. Subgrantee shall notify ORS detailing a reason for the change and provide all necessary documentation for ORS review and approval, should the proposed Project require a change throughout the lifecycle of the Project.. ORS will review the requested change and inform the Subgrantee in writing when a decision can be expected if more than 30 days is required for a review.
- G. Inspection: ORS, the State, and the federal government, and their agents and employees shall be allowed to inspect the Project during construction upon request and at regular intervals and upon Project completion. ORS will schedule a final inspection for the Project when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The final inspection shall be attended by representatives of ORS, Subgrantee, and Subgrantee's architect/engineer. ORS will provide NTIA reasonable advance notice so that a representative of NTIA may participate in the inspection.
- H. Subgrantee shall promptly notify ORS should Subgrantee be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatory, request for admissions, other discovery request, or court order from any third party regarding this Agreement and the services performed under this Agreement.

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VI. PROJECT COMPLETION AND CLOSEOUT

- A. The completed network must meet the requirements outlined in the NTIA Performance Measures Policy Notice and be capable of providing service to all BSLs in the Project. Subgrantee shall verify all BSLs in the Project are searchable through its online service signup search portal (as applicable) prior to Project closeout.
- B. Subgrantee agrees its acceptance of the final payment for project closeout under this Agreement shall operate as and be a release of the State and ORS from all claims and liabilities for compensation to Subgrantee for anything done, furnished, or relating to this Agreement.
- C. Subgrantee agrees to report all BSLs in the Project in its next FCC bi-annual data submission following Project closeout, including any missing or improperly attributed BSLs.
- D. Subgrantee is required to submit a fully completed Exhibit D and all related supporting information described in Exhibit D.
- E. Subgrantee acknowledges and agrees that ORS and NTIA have final discretion as to the determination of the Project completion and its compliance with this Agreement, and that ORS and NTIA also have the sole right and option, to disburse a portion of the Grant amount, which portion shall be determined by ORS and NTIA if the Project fails to fully satisfy the terms of this Agreement. Costs may be reimbursed at the BSL level. ORS and NTIA will review the costs incurred to complete the BSLs to which service is now provided, and may disburse funds based on the expense reports submitted, subject to the agreed upon match.
- F. If ORS, in its sole discretion, determines Subgrantee failed to perform or complete the Project, ORS reserves the right, and Subgrantee hereby agrees, that ORS may pursue any of the remedies described in this Agreement or otherwise available at law or in equity.

VII. MISCELLANEOUS

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- A. Notices: All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the Parties may provide in writing for this purpose:

SOUTH CAROLINA OFFICE OF REGULATORY STAFF:

1901 Main Street, Suite 1500
Columbia, SC 29201
Contacts for ORS/Grant Officer: Jim Stritzinger and David Herpel
Email: BEAD@ORS.SC.GOV
ORS Telephone Numbers: (803) 737-8025 and (803) 737-9825

SUBGRANTEE:

Legal Entity Name: «Legal_EntityOrganization_Name»
Address: «Mailing_Address_City_State_Zip»
Contact for Grantee: «Primary_Contact_Name_», «Title»
Email: «Email»
Telephone Number: «Phone_Number»

Any notice by a Party hereto to the other Party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Postal Service, addressed to the Parties at the addresses above, or by electronic delivery to the email addresses specified above.

- B. Records and Accounts: Subgrantee shall keep detailed records and accounts of all Eligible Expenses incurred, all permits and construction-related expenses, documentation developed in connection with the Agreement, and records supporting the provision of any services required under the Agreement. Such accounts shall be supported by receipts, invoices, bills, timesheets, payroll records, check copies, quarterly reports, environmental determinations, and other similar documents and tax or accounting records through the period of performance or longer where required by the U.S. Department of Commerce or 2 CFR §§ 200.334 through 200.338. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

At any time during Subgrantee's normal business hours, and as often as ORS, the State,

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or any of its authorized representatives, shall require, Subgrantee must agree to provide or make available to ORS, the State, or any of its authorized representatives, all records pertaining to matters covered by this Agreement. Subgrantee shall permit ORS, the State or any of its authorized representatives to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement (electronic or otherwise). Confidential information may be designated as such and is entitled to confidential treatment as permitted by applicable laws. As used in this Section, "Subgrantee" includes all persons and entities affiliated with, controlled by, or under common ownership with, the entity identified as the Subgrantee in Section I of this Agreement.

NTIA is required by transparency laws to disclose the names of BEAD Recipients and the amounts of BEAD grants, and NTIA may disclose other information provided by ORS to the public. NTIA will post this information on its website and report this information on the usaspending.gov website.

Subgrantee is required to maintain and make available to the State of South Carolina and/or the NTIA, upon request, all documents and financial records sufficient to establish compliance with this Agreement. Records to support compliance with this Agreement may include, but are not limited to, copies of the following:

1. General ledger and subsidiary ledgers used to account for (a) the receipt of Vendor invoices and (b) the disbursements of such payments for eligible expenses;
2. Payroll, time records, human resource records to support costs incurred for eligible payroll expenses;
3. Invoices, proof of payment, and Receipts of purchases made for Eligible Expenses;
4. Contracts and subcontracts entered into using NTIA payments and all documents related to such contracts;

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5. Grant agreements and grant subaward agreements entered into using NTIA payments and all documents related to such awards; and
6. Project plans, documents, and data, including but not limited to the Project's engineering, planning, or design activities.

- C. Additional Audit Requirements: 2 CFR Part 200, Subpart F, adopted by the Department of Commerce through 2 C.F.R. § 1327.101, requires any non-Federal entity that expends Federal awards of \$1,000,000 or more in the entity's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the Subpart. Subgrantees that are not subject to Subpart F of 2 CFR Part 200 (e.g., commercial entities) that expend \$1,000,000 or more in grant funds during their fiscal year must submit to ORS either: (i) a financial related audit of each U.S. Department of Commerce grant or subgrant in accordance with Generally Accepted Government Auditing Standards; or (ii) a program-specific audit for each grant or subgrant in accordance with the requirements contained in 2 CFR § 200.507. Subgrantees may batch their audit submission to ORS when allowable and/or required by ORS. Subgrantee is reminded that NTIA, the U.S. Department of Commerce Office of Inspector General, or another authorized Federal agency may request audit documents or conduct an audit of an award at any time.
- D. Personnel: The ORS Grant Officer shall be the representative of ORS. ORS, in its sole and absolute discretion, may identify a new ORS Grant Officer and in such event, shall notify Subgrantee of the new ORS Grant Officer. In the event of any dispute hereunder, the interpretation of this Agreement by the ORS Grant Officer, and his/her decision on any dispute, shall be final. To the extent that Subgrantee is required to provide services under this Agreement, Subgrantee shall, at its own expense, provide all personnel necessary to perform the Project. Subgrantee warrants that all personnel engaged under the Agreement to complete the Project shall be qualified to perform such Project and shall be properly licensed and authorized to perform such Project under all applicable laws. Subgrantee shall comply with all State and federal personnel and labor laws applicable to its employees.

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- E. Assignment: This Agreement, in whole or in part, may not be transferred or assigned by Subgrantee to another company, organization, or person without the express prior written approval of the ORS, which consent may be withheld in ORS's sole and absolute discretion.
- F. Subcontracts: Subcontracts entered into by Subgrantee, if any, shall contain a provision making them subject to all provisions of this Agreement. Subgrantee will be held solely responsible for the work of all persons engaged by Subgrantee on the Project, and all such work shall be subject to the provisions of the Agreement.
- G. Subgrantee's Relationship to ORS: Neither Party to this Agreement is an employee, agent, partner, or joint venturer of the other Party. Subgrantee shall furnish services pursuant to the terms of this Agreement in its own manner and method. In no respect shall Subgrantee be considered an agent or employee of the State, ORS, or the federal government, and Subgrantee shall maintain complete control over all of its officers, directors, trustees, employees, agents, members, subcontractors, and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between or among Subgrantee, ORS, or the State and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. Neither the Subgrantee nor any of its officers, directors, trustees, employees, agents, members, subcontractors shall have authority to bind the State, ORS, or the federal government nor shall the Subgrantee or any of its officers, directors, trustees, employees, agents, members, or any of its subcontractors be entitled to any of the benefits, workers' compensation, or emoluments provided by the State to its employees.

Subcontracts: Subcontracts entered into by Subgrantee, if any, shall contain a provision making them subject to all provisions of this Agreement. Subgrantee will be held solely responsible for the work of all persons engaged by Subgrantee on the Project, and all such work shall be subject to the provisions of the Agreement.

Subgrantee's Relationship to ORS: Neither Party to this Agreement is an employee, agent, partner, or joint venturer of the other Party. Subgrantee shall furnish services pursuant to the terms of this Agreement in its own manner and method. In no respect shall Subgrantee be considered an agent or employee of

Initial: _____

the State, ORS, or the federal government, and Subgrantee shall maintain complete control over all of its officers, directors, trustees, employees, agents, members, subcontractors, and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between or among Subgrantee, ORS, or the State and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. Neither the Subgrantee nor any of its officers, directors, trustees, employees, agents, members, subcontractors shall have authority to bind the State, ORS, or the federal government nor shall the Subgrantee or any of its officers, directors, trustees, employees, agents, members, or any of its subcontractors be entitled to any of the benefits, workers' compensation, or emoluments provided by the State to its employees.

VIII. EVENT OF DEFAULT; REMEDIES

A. Default: Any of the following acts or omissions of Subgrantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 1) Breach by Subgrantee of any term, condition, covenant, agreement, affirmation, or certification contained in this Agreement;
- 2) The use of Grant funds for any purpose other than as provided in this Agreement or to reimburse any expenses other than Eligible Expenses related to the Project;
- 3) The failure to complete the Project by the Project Completion Date or as set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, as determined by ORS in its sole discretion;
- 4) Subgrantee's bankruptcy, insolvency, or the dissolution or liquidation of Subgrantee's business organization or assets;
- 5) Failure to submit any report or submission of an incomplete report required hereunder;
- 6) Failure to submit expenses by due dates and in the format as determined and requested by ORS;

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- 7) Failure to maintain, or permit access to, the records required hereunder;
- 8) Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to, failure to complete the Project by the Project Completion Date;
- 9) A change in Subgrantee's staffing capacity that adversely affects Subgrantee's ability to complete the Project by the Project Completion Date, in the sole discretion of ORS; and
- 10) Except as provided in Section XIII, where ORS determines that meaningful progress is not occurring, ORS shall provide notice and if Subgrantee does not cure as set forth in subsection B, ORS may terminate this agreement.

ORS shall give Subgrantee written notice of an Event of Default, and Subgrantee shall have thirty (30) calendar days from the date of such notice to cure the default. Upon the occurrence of an Event of Default that continues beyond the thirty (30) day cure period, ORS shall have the right to terminate this Agreement immediately by written notice to Subgrantee. Whether Subgrantee has sufficiently cured the breach shall be determined in the sole discretion of ORS.

Two successive Events of Default by Subgrantee may result in termination of this Agreement immediately by written notice to Subgrantee.

- B. Remedies: Upon the occurrence of any Event of Default and the default continues beyond any cure period, or in the event of termination by ORS, ORS may in its sole discretion, take any one or more of the following actions:
1. Give Subgrantee a written notice specifying the Event of Default;
 2. Implement a specific condition, including any of the types described in 2 C.F.R. § 200.208.
 3. Any of the actions described in 2 C.F.R. § 200.339, including:

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- a. Temporarily withhold payments until the recipient or subrecipient takes corrective action;
 - b. Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient;
 - c. Suspend or terminate the award in part or in its entirety;
 - d. Recommend suspension or debarment proceedings be initiated by the U.S. Department of Commerce;
 - e. Withhold further Federal funds (new awards or continuation funding) for the project or program;
 - f. Pursue other legally available remedies;
4. Recoup or claw back from Subgrantee funds paid or disbursed;
 5. Draw upon the letter of credit provided by Subgrantee without providing advance notice of the intention to do so;
 6. Demand that Subgrantee complete the Project as required by this Agreement at the cost of the Subgrantee *if* the deadlines for commitment or construction of BEAD federal funding have expired and Subgrantee made commitments upon which ORS relied; and
 7. Should, as a result of Subgrantee's failure to cure an Event of Default¹⁰, ORS be denied federal funds, then Subgrantee agrees to complete the Project as required by this Agreement at the sole expense of Subgrantee and with no cost to ORS;

The right and remedies described in this Agreement shall be in addition to and not exclusive of other remedies available to the ORS or the State, and the ORS or the State shall be entitled to exercise any other rights and pursue any other remedies available in

¹⁰ As defined in this Agreement, an Event of Default includes, but is not limited to, failure of Grantee to complete the Project by the Project Completion Date and/or comply with all applicable deadlines set forth in Exhibit A.

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law, at equity, or otherwise, all of which shall survive termination of this Agreement. ORS reserves the right to seek any costs and attorneys' fees expended or incurred in pursuing rights or remedies available in the event of a default or breach

IX. IMMEDIATE TERMINATION

Notwithstanding anything in this Agreement to the contrary, ORS may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

- 1) Subgrantee, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 2) Subgrantee's officers, directors, trustees, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, bad faith or been delisted/excluded from Federal funding;
- 3) Subgrantee terminates or suspends its business;
- 4) Subgrantee's authorization to engage in business either in South Carolina or where organized is suspended, terminated, revoked, or forfeited;
- 5) An Event of Default under this Agreement involving Subgrantee's bankruptcy, insolvency, or the dissolution or liquidation of Subgrantee's business organization or assets; or
- 6) Subgrantee initiating litigation or legal proceedings against ORS or the State or being involved as an adverse party in any litigation or legal proceedings against ORS or the State. This provision shall apply if Subgrantee, its officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors are an adverse party in any manner, including as a plaintiff, defendant, third-party plaintiff, or third-party defendant.

Subgrantee shall notify ORS in writing if any of the foregoing events occur that would authorize the ORS to immediately terminate this Agreement. The right to terminate this Agreement pursuant

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to this Section or otherwise shall be in addition to and not exclusive of other remedies available to the ORS or the State.

X. TERMINATION FOR CONVENIENCE

ORS may terminate this Agreement, in whole or in part, at any time it determines that such termination is in the best interest of ORS or the State of South Carolina. If ORS wishes to terminate this Agreement under this Section, it shall deliver a termination notice to Subgrantee stating that this Agreement will terminate on the date specified which must be a minimum of thirty (30) calendar days after the date Subgrantee receives such termination notice. Within ninety (90) calendar days after such termination for convenience, Subgrantee may submit a termination settlement proposal to ORS for reasonable and documented eligible costs for which Subgrantee has not been previously reimbursed.

XI. CONTINGENT NATURE OF AGREEMENT

Notwithstanding anything in this Agreement to the contrary, all obligations of ORS hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon the availability and receipt of funds by ORS from the U.S. Department of the Commerce BEAD Program in an amount sufficient to allow ORS, in the exercise of its reasonable administrative discretion, to begin or continue to make payments under this Agreement. In no event shall ORS be liable for any payments or disbursements hereunder in excess of such available or appropriated BEAD funds actually received by ORS and appropriated for this Agreement. In the event of a reduction or termination of BEAD Program funds from the U.S. Department of Commerce or other authorized federal agency, ORS shall have the right to authorize the withholding of payment and shall have the right to terminate this Agreement immediately upon giving Subgrantee written notice of such termination.

Furthermore, notwithstanding anything in this Agreement to the contrary, in the event the U.S. Department of Commerce or other authorized federal agency denies reimbursement of ORS for or claws back funds paid to Subgrantee under this Agreement, ORS shall have the right to terminate this Agreement and receive a refund from Subgrantee for any such amounts paid to Subgrantee which were clawed back or not reimbursed.

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In addition, pursuant to the NTIA General Terms and Conditions, the award to South Carolina may be terminated in part or its entirety for those reasons stated in 2 C.F.R. § 200.340(a). This includes termination “[b]y the Federal agency or 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.” Notwithstanding anything in this Agreement to the contrary, ORS reserves the right to terminate this Agreement pursuant to 2 C.F.R. § 200.340 and likewise reserves the right to terminate this Agreement if South Carolina’s award is terminated by the federal government.

XII. INDEMNIFICATION

Without limitation, and to the fullest extent permitted by law, Subgrantee shall defend, indemnify and hold harmless ORS, the State, and their officers, directors, agents, and employees, or the federal government (individually and collectively “Indemnatee”), from and against any and all losses suffered by Indemnatee and any and all claims, liabilities or penalties asserted against Indemnatee by or on behalf of any person or entity, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of Subgrantee or contractor, subcontractor, other agent of Subgrantee, their officers, directors, trustees, employees, workmen, servants, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable regardless of whether or not caused in part by the Indemnatee, and whether or not such claims are made by a third party or an Indemnatee. Indemnatee shall notify Subgrantee in writing within a reasonable period of time after Indemnatee first receives written notice of any claim. Indemnatee shall allow Subgrantee to defend such claim so long as the defense is diligently and capably prosecuted. Subgrantee may not, without Indemnatee’s prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee, and (iii) all settlement payments are made by Subgrantee. Indemnatee’s consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute

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a waiver of the sovereign immunity of ORS or the State, which immunity is hereby reserved to ORS and the State. This provision shall survive the termination of this Agreement.

XIII. FORCE MAJEURE

Neither Subgrantee nor ORS shall be liable for any failure or delay in performing an obligation under this Agreement so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of causes to the extent beyond the control and without the fault or negligence of the Party claiming the benefit of this provision. Examples of such causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. Nothing in this Section or elsewhere in the Agreement shall be construed as allowing Subgrantee to complete the Project later than four years after the Effective Date of this Agreement, unless permission is granted by the NTIA and Assistant Secretary.

XIV. WAIVER OF BREACH

No failure by ORS to enforce any provisions of this Agreement shall be deemed a waiver of any rights under this Agreement. Any waiver shall be effective only if executed in writing by ORS, and no such written waiver shall be deemed a waiver of any provisions of this Agreement other than that specified in said writing. No such written waiver shall be deemed a waiver of the right of ORS to enforce each and all of the provisions hereof upon any further or other default on the part of Subgrantee.

XV. CONSTRUCTION OF AGREEMENT AND CHOICE OF VENUE

This Agreement, any dispute, claim, or controversy relating to this Agreement, and all the rights

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and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to this Agreement shall be resolved exclusively in a court located in Richland County, South Carolina. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assignees.

XVI. CONFLICT OF INTEREST

The Parties shall require their officers, directors, trustees, members, representatives, directors, employees, contractors, and subcontractors to comply with all applicable laws, regulations, guidance, guidelines, and policy notices regarding conflicts of interest, including but not limited to any set forth in the South Carolina State Ethics Act, S.C. Code Ann. §§ 8-13-100 *et seq.*, 2 C.F.R. § 200.112, 2 C.F.R. § 200.318, and BEAD Program Documents.

In accordance with 2 C.F.R. § 200.112 (Conflict of interest), Subgrantee must disclose in writing any potential conflict of interest to ORS. In addition, Subgrantee must establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is ORS's and the U.S. Department of Commerce's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with U.S. Department of Commerce financial assistance awards.

XVII. CONFIDENTIAL INFORMATION

As a state agency, ORS is subject to the requirements of the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 *et seq.* (FOIA). In the event that information submitted to ORS contains information or data Subgrantee deems to be confidential commercial information or that otherwise should not be publicly disclosed, such information should be clearly identified, bracketed, and marked as Privileged, Confidential, or Proprietary Information. The ORS will protect information designated as confidential or proprietary from public disclosure consistent with applicable law, except as required by applicable law, such information is in the public domain, or Subgrantee agrees in writing that such information may be made public. In the

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event of any disclosure required by law, ORS shall provide reasonable notice to Subgrantee of the required disclosure, except as otherwise required by law, or the NTIA.

Notwithstanding anything in this Agreement to the contrary, it is understood and agreed by the Parties that ORS reserves the right to publicize the approval, status, and completion of the Project, the execution of this Agreement, the total Grant funds expended by the State, the number of households and businesses that benefit from the Project, the location of the Project, general project statistics, and other such related information meant to support the purpose of the Project and advance broadband deployment in the State. In addition, the names and business addresses of Subgrantee and the names, business addresses and amount of any award actually made to Subgrantee will be public information, subject to disclosure and may be posted on the ORS website. Furthermore, data may be used in a secure manner as a planning resource to mitigate against cybersecurity threats, risks, and potential attacks to critical infrastructure, and to support the safety and continuity of state operations before, during, and after a state or federally declared emergency, disaster, incident, or event.

Pursuant to the BEAD NOFO, the IJA contains robust reporting requirements for Eligible Entities and subgrantees, and requires NTIA, the FCC, and other agencies to coordinate to make information regarding federal broadband funding, and other aspects of the BEAD Program readily available to and understandable by the public. Recipients of U.S. Department of Commerce and NTIA grants also should be cognizant of the access to records requirements set forth at 2 C.F.R. § 200.337.

Notwithstanding anything in this Agreement to the contrary, all information provided to ORS, regardless of whether it is marked Privileged, Confidential, or Proprietary, is subject to being shared with NTIA, the U.S. Department of Commerce, or other authorized federal agency. Please see BEAD NOFO Section IX.B. for more information. In addition, ORS is subject to periodic audits and similar-type examinations by various federal and state agencies and may be required to allow access to information as part of such audits or similar-type examinations, regardless of whether it is marked Privileged, Confidential, or Proprietary. See, for example, 2 C.F.R. § 200.337 and S.C. Code Ann. § 11-7-35. In the event of such audits or similar-type examinations, ORS will make the agents, entities, or agencies performing the audit or examination aware of the confidential

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nature of the information.

Subgrantee is expected to support Program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with the U.S. Department of Commerce and external program evaluators.

In accordance with 2 C.F.R § 200.303(e), Subgrantee is reminded that it must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a U.S. Department of Commerce financial assistance award.¹¹

XVIII. AUTHORIZATION

Each Party warrants that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

XIX. THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties and shall not inure to the benefit of any other person or entity, it being the intention of the Parties that no third person shall be deemed a third-party beneficiary of this Agreement.

XX. AMENDMENT

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the Parties hereto. In addition, the ORS reserves the right to amend the terms of this award if required by federal law, state law, NTIA guidance, or regulation without the consent of the Grantee. The ORS may, upon reasonable notice to Subgrantee, unilaterally amend this Agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

XXI. COOPERATION

¹¹ See NOFO, Section IX for additional information.

Initial: _____

Subgrantee shall cooperate in the performance of work related to the Project with ORS, the State, and their officers, agents, and employees.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating hereto. Captions and headings in this Agreement are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties.

XXIV. SURVIVAL OF OBLIGATIONS

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration.

XXV. COUNTERPARTS AND ELECTRONIC SIGNATURES

Facsimile signatures and electronic mail signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

XXVI. EXHIBITS

The provisions in Exhibits "A" through "I" are incorporated herein as though set out in full.

Initial: _____

[SIGNATURE PAGE FOLLOWS]

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Initial: _____

Subgrantee Signature:

Signature: _____ Date: _____

Print Name: _____ Title: _____

State Vendor Number: _____ UEI Number: _____

South Carolina Office of Regulatory Staff Signature:

Signature: _____ Date: _____

Print Name: _____ Title: _____

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Initial: _____

EXHIBIT A

GRANTEE INFORMATION

Grantee Name: <Legal Entity/Organization Name>

FCC Registration Number (FRN): <FCC Registration Number>

Federal Tax ID Number: <Federal Tax ID Number>

Unique Entity ID (UEI) Number: <UEI Number>

SC State Vendor Number: <SC State Vendor Number>

Entity Type: <Entity Type>

Grant Team Contact:

<Grant Team Contact Name>

<Grant Team Contact Email>

Low-Cost Service Option (LCSO):

LCSO cost to the consumer: <Low Cost Service Option Cost>

LCSO speed (down/up in Mbps) offered to the consumer: <LCSO speed>

LCSO latency offered to the consumer: <LCSO latency>

Methodology of Updating the LCSO: <Methodology LCSO>

Duration: Low-cost service options must be offered for ten (10) years from the date that the Subgrantee certifies they can initiate broadband service within ten (10) business days of a request to any covered BSL in the project.

Public Awareness:

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PROJECT AREA INFORMATION

Project Name:

Project ID:

Project Type:

Project Description:

Project Details:

Number of Months from Notice to Proceed to Project Completion	<End Date>
Counties Impacted	<Counties Impacted>
Broadband Infrastructure Technology Type	<Broadband Infrastructure Technology Type>
Max Download Speed (Mbps)	<Max Download Speed (Mbps)>
Max Upload Speed (Mbps)	<Max Upload Speed (Mbps)>
Max Latency (ms)	<Max Latency (ms)>
Total Number of BSLs in the Project Area:	<Total # of BSLs in the Project Area>
Number of Unserved BSLs in the Project Area:	<# of Unserved BSLs in the Project Area>
Number of Underserved BSLs in the Project Area:	<# of Underserved BSLs in the Project Area:>
Number of Homes in the Project Area:	<# of Homes in the Project Area:>
Number of Businesses in the Project Area:	<# of Businesses in the Project Area:>
Number of CAIs in the Project Area:	<# of CAIs in the Project Area:>

Initial: _____

Subgrantee will deliver service to the following locations, as outlined in the table below:

Total BSLs: <total count>								
FCC Location ID	Latitude	Longitude	Eligibility Type	Tech Code	Max down (Mbps)	Max Up (Mbps)	Latency (ms)	Project ID

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**Exhibit A Attachment 1
South Carolina BEAD Grant
Program
Project Budget**



Select reporting period:	(dropdown)
Legal Entity Name:	
Project Number (XXX-XX):	
UEI:	
Completed by (Name):	
Title:	
Email:	
Phone:	

Project Construction Costs

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Description	Comment	
South Carolina BEAD Program Funds requested		
Applicant-Provided Funding		
Third-Party Funding Source (if applicable)		
Total Project Cost		\$ -
Percentage Funds Requested from SC Broadband Office		#DIV/0!
Percentage Funds from Applicant Match		#DIV/0!
Percentage Funds from Third Party Funding Source		#DIV/0!

Certification:

I certify that Subgrantee has the financial stability and resources to complete this BEAD project Grantee is being awarded, without a contingency and/or reliance on reimbursement of any other grant projects in-progress, and which it began, as of the award date of this project throughout Subgrantee's service footprint within the United States. Subgrantee also certifies that for any future projects to which Subgrantee applies during this project's period of performance, Subgrantee has and will continue to have the financial stability and resources to complete this project.

Signature:

Typed Name:

Title:

EXHIBIT B

ELIGIBLE GRANT PURPOSES

Program funds shall be used to reimburse Subgrantee for authorized and allowable expenses in connection with the Project described in Exhibit A as contemplated by and in accordance with the Agreement. In order to be authorized, allowable, and eligible for reimbursement, expenses related to the Project must be authorized and eligible for reimbursement pursuant to the Agreement, IJJA, applicable BEAD Program Documents as described in the Agreement and applicable federal, state, and local laws and regulations. Such expenses may include the construction of outside-plant deployment necessary to deliver broadband service in the Project (including last mile infrastructure), electronic equipment necessary to deliver broadband service in the Project Area (including equipment shelters, wireless radio, and antenna), and other costs that are directly necessary to provide broadband service to end users in the Project Area (“Eligible Expenses”). Note, ORS limits certain types of eligible expenses, regardless of whether those expenses are considered permissible under federal BEAD guidelines.

Subgrantee must not initiate any grant funded implementation activities except for the limited permissible activities identified in the Agreement and the NTIA General Terms and Conditions and must not submit any expenses for reimbursement for implementation activities prior to the completion of the requirements described in the Environmental and Historic Preservation Review section of the Agreement.

ELIGIBLE EXPENSES:

Pursuant to the terms of the NOA, eligible uses of funding in connection with a LEO Capacity Subgrant are limited to reimbursements for the cost of:

- The reservation of capacity on a LEO satellite network for each location that meets the BEAD Program’s performance and technical requirements;
- Necessary consumer premise equipment (“CPE”) provided at no cost to the subscriber for up to 3 CPE provided per-BSL for new subscribers during the period of performance; and
- Initial, non-recurring services and equipment (e.g., consumer premise equipment) to ensure that initial non-recurring fees charged to the subscriber at a location covered by the LEO

Initial: _____

Capacity Subgrant are comparable to those initial non-recurring fees charged to subscribers at locations in the state or territory served by terrestrial broadband technologies subsidized by the BEAD program.

INELIGIBLE EXPENSES

Ineligible Expenses include, but are not limited to:

- General broadband planning not associated with the Project;
- Expenses related to providing broadband services;
- Ongoing reoccurring overhead, operating costs, or staff costs related to providing broadband services (not directly related to broadband construction);
- Overhead costs other than those described in the Eligible Expenses section;
- Legal expenses, not associated with legal opinion letter for letter of credit/bond or purchase of right-of-ways or easements;
- Political activities or lobbying; political contributions; charitable donations; scholarships; membership fees and dues in clubs and organizations; sponsorships or conferences or community events not logically related or necessary for the intended use of the subgrant; nonproduct-related corporate image advertising;
- Expenses to directly or indirectly support or oppose collective bargaining;
- Housing allowances, other forms of mortgage or rent assistance, gifts to employees, entertainment, personal expenses of any individuals affiliated with the subrecipient or its subcontractors;
- Expenses related to preparing the Grant application(s), unless approved by ORS and NTIA as pre-award costs;
- Penalties or fines for statutory or regulatory violations; penalties or fees for any late payments on debt, loans, or other payments;
- Operating expenses not directly related to the construction of the Project, including, but not limited to, leases of any kind not listed under Eligible Expenses;
- Expenses related to the provision of customer devices (handsets, laptops, tablets, etc.);

Initial: _____

- Salaries or fringe benefits not directly related to the construction, project management and/or grant management of the Project;
- Personal expenses of employees, executives, board members, and contractors, and family members thereof, or any other individuals affiliated with the Subgrantee, including but not limited to personal expenses for housing, such as rent or mortgages, vehicles for personal use and personal travel, including transportation, lodging and meals;
- Profit, fee, or other incremental charge above actual cost incurred, including mark-ups of any kind on any eligible expense, including travel-related expenses;
- Expenses related to the purchase of land (except for reasonable expenses related to obtaining easements or rights-of-way) or the acquisition of facilities or companies;
- Expenses associated with tangible property not logically related or necessary to the broadband infrastructure project or authorized non-deployment use; corporate aircraft, watercraft, and other motor vehicles designed for off-road use except insofar as necessary or reasonable to access portions of the Project not readily accessible by motor vehicles travelling on roads; tangible property used for entertainment purposes; consumer electronics used for personal use; kitchen appliances; artwork and other objects which possess aesthetic value;
- Franchise expenses;
- Purchase of equipment that is depreciable and has a useful life after project completion, unless it is part of the facilities used to deliver the broadband service (e.g., fiber, conduit, electronics, etc.);
- Wreck-out of existing infrastructure;
- Equipment or services prohibited by the Secure and Trusted Communications Networks Act or 2 CFR § 200.216; and
- Standard installation fees for serving a BSL.

Initial: _____

EXHIBIT C

CONDITIONAL NOTICE TO PROCEED EXAMPLE

[DATE]

[GRANTEE NAME]

[GRANTEE ADDRESS 1]

[GRANTEE ADDRESS 2]

**Re: South Carolina IIJA BEAD Grant Program | [PROJECT NUMBER],
[PROJECT NAME] – Conditional Notice to Proceed**

Dear [NAME]:

This Conditional Notice to Proceed is to inform [SUBGRANTEE NAME] (“Subgrantee”) of the South Carolina Office of Regulatory Staff’s (“ORS”) approval of your organization’s South Carolina IIJA BEAD Grant Program (“BEAD Program”) Grant Agreement in the amount of [GRANT TOTAL] executed [DATE] (“Agreement”) that will provide high speed internet access to an estimated [TOTAL STRUCTURES] Broadband Serviceable Locations in the approved Project.

Pursuant to the terms of the Agreement, Subgrantee agreed it will not initiate any grant funded implementation activities—except for the limited permissible activities identified in the Agreement and the NTIA General Terms and Conditions—prior to the completion of the requirements described in the Environmental and Historic Preservation Review section of the Agreement. Subgrantees that undertake unauthorized project activities in contravention of the Agreement proceed at their own risk and may face de-obligation of funding.

All work associated with the project must be completed in accordance with the terms of the Agreement and no later than the date set forth in the Agreement. Please contact BEAD@ORS.SC.GOV if you have any questions or concerns regarding the Notice to Proceed or the IIJA BEAD Grant Program.

Sincerely,

James R. Stritzinger, Jr.

Director, SC Broadband Office

Initial: _____

Exhibit D

The NTIA encourages Eligible Entities like ORS to establish interim buildout milestones, enforceable as conditions of the subgrant, sufficient to ensure that subgrantees are making reasonable progress toward meeting the four-year deployment deadline of the BEAD Program. Subgrantee shall submit Semi Annual Reporting (SAR) documentation semiannually. Submission of such documentation does not trigger payment. Payment will occur only upon verification of completion of the associated milestone. Details are provided in the sections that follow.

Project Milestones and Disbursements

I. Capacity Certification Milestone Payment (30%)

Subgrantee is eligible to receive 30% of the Grant amount upon certifying that it can initiate broadband service that meets the BEAD Program's technical requirements to any location covered under this Subgrant agreement, with no charges or delays attributable to extension of the service, within 10 business days of a request by a subscriber at such location ("Capacity Certification").

To be eligible to receive the Capacity Certification Milestone payment, Subgrantee must make the aforementioned certification, and submit the following to the satisfaction of ORS:

- a. Copies of all acquired rights-of-way, easements, permits, and regulatory approvals (if applicable);
- b. Completed Affidavit Certification of Capacity attachment;
- c. NEPA/NHPA record(s) of decision, or equivalent;
- d. Completed Capacity Certification Milestone checklist template and submit any additionally requested corrections, summaries, or documents required by ORS, NTIA, or NIST;
- e. Capacity Milestone Subgrantee invoice provided certified, on company letterhead signed by the President, Chief Executive Officer, Chief Financial Officer, or other appropriate corporate officer;
- f. ORS reserves the right to request additional evidentiary proof the network is complete and operational.

II. Subscription Rate Milestone Payment (20%)

Upon providing the aforementioned Subgrantee Capacity Certification, Subgrantee has an additional 10-year extended period of performance in which they are eligible to receive 20% of the grant award amount based on a 30% target subscription rate for funded BSLs outlined in Exhibit A. Subgrantee is eligible to receive the 20% Subscription Rate Milestone Payment upon certifying 30% of the awarded BSLs are newly subscribed to a service plan that meets the BEAD Program's technical requirements. Newly subscribed means the subscriber had not subscribed to service with the Subgrantee prior to the 10-year extended period of performance or is an existing customer with outdated CPE who receives upgraded CPE and subscribes to a service plan that meets the BEAD Program's technical requirements during the 10-year extended period of performance. Subgrantee will be required, on a six-month basis, to report a cumulative subscription rate of the awarded BSLs among other elements as required by the ORS and NTIA. If the subgrantee fails to reach the 30% subscription rate for the awarded locations during the 10-year extended period of performance, the 20% disbursement will be made at Project closeout, provided Subgrantee completed the Project as outlined in and complied with terms and conditions of the Agreement.

To be eligible to receive a subscription rate milestone disbursement, Subgrantee must submit the following to the satisfaction of ORS:

- a. Completed Semi Annual Report(s) (SAR) detailing the eligible BSLs that subscribed to service and all other requirements;
- b. A completed and accepted NTIA BEAD Performance Measure for BEAD Last-Mile Networks measurements;
- c. Evidentiary proof of the necessary equipment for receiving broadband service at each newly subscribed awarded BSL was delivered and activated at the newly subscribed awarded BSL (i.e. Shipping Tracking number, installer invoice, etc.);
- d. Subscription Rate Milestone Payment application for disbursement;
- e. Subscription Rate Milestone Payment affidavit;
- f. Subscription Rate Milestone Subgrantee invoice provided certified, on company letterhead, signed by the President, Chief Executive Officer, Chief Financial Officer, or other appropriate corporate officer.

III. Yearly Disbursement – 10-Year Extended Period of Performance (50%)

During the 10-year extended period of performance, subgrantee is eligible to receive a yearly 5% disbursement of the grant award for a total of 50% of the grant awarded amount over the 10-year period. Subgrantees' first disbursement will be at least one full calendar year after the certification of capacity described above, at which time the 5% disbursements will occur upon the submission and acceptance of the January SAR, annually. Subgrantee must continue to maintain capacity for all awarded locations along with meeting all other BEAD Program requirements for LEO providers throughout the 10-year extended period of performance.

To be eligible to receive the yearly milestone disbursement, Subgrantee must submit the following to the satisfaction of ORS.

- a. Completed Semi Annual Report(s) (SAR) detailing the eligible BSLs that subscribed to service and all other requirements;
- b. A completed and accepted NTIA BEAD Performance Measure for BEAD Last-Mile Networks measurements;
- c. Yearly Disbursement – Application for disbursement;
- d. Yearly Disbursement – Certification Milestone Payment affidavit;
- e. Yearly Disbursement Milestone Subgrantee invoice provided certified, on company letterhead, signed by the President, Chief Executive Officer, Chief Financial Officer, or other appropriate corporate officer;
- f. Project Closeout Checklist (Due for Final Payment);
- g. Complete narrative of outcomes and accomplishments certification (Due for Final Payment).

All payments are subject to the terms and conditions of the Grant Agreement. Furthermore, at the time of the execution of the Grant Agreement, it is understood by the Parties that reporting and grant disbursement requirements related to the BEAD program may not be fully known or established. Subgrantee acknowledges it will comply with all existing and future reporting and disbursement requirements, guidelines, and associated guidance established by the U.S. Department of Commerce, NTIA, any other authorized federal agency, ORS for

the BEAD program, and the State of South Carolina. Subgrantee agrees to cooperate with ORS to fully meet any required reporting associated with the BEAD program.

DRAFT

Disbursement & Reporting Illustrative Examples

**APPLICATION FOR DISBURSEMENT
Capacity Certification Milestone Payment**

Grantee Name:

State Vendor Number:

Date:

Project ID	Total Project Cost per Grant Agreement	Total BEAD Funds Awarded per Grant Agreement	Subgrantee Certified all BSL's are serviceable (Yes or No)	Total BSLs Awarded	Total BSL Capacity Available	Amount of Disbursement Requested for Capacity Certification Milestone Payment:

By submitting this Application for Disbursement, Subgrantee certifies that 1) it can initiate broadband service that meets the BEAD Program's technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location; 2) the information provided in the table above is complete and accurate; 3) Subgrantee is eligible to receive, pursuant to the terms and conditions of the Grant Agreement, including the Project Milestones and Disbursement set forth in Exhibit D, the disbursement of funds awarded from the South Carolina IIJA BEAD Grant Program it has requested; and 4) Subgrantee has provided ORS all items required to receive the disbursement of funds requested above. The Subgrantee invoice submitted for disbursement must include a signed statement by a Principal Officer of Subgrantee or other representative acceptable to ORS in its sole discretion certifying that all amounts set forth herein are true and accurate and in accordance with the Grant Agreement.

AFFIDAVIT OF COMPLETION
Capacity Certification Milestone Payment

STATE OF _____)

)

AFFIDAVIT

COUNTY OF _____)

Personally appeared before me the undersigned, _____, who being duly sworn, deposes and states as follows:

1. [SUBGRANTEE NAME], a [INSERT ENTITY'S LEGAL TYPE (E.G. CORPORATION, LIMITED LIABILITY COMPANY, ETC.)] organized under the laws of the state of _____, entered into a Grant Agreement ("Agreement") with the South Carolina Office of Regulatory Staff ("ORS").

2. I am employed by Subgrantee as the _____. I am duly authorized by Subgrantee to make the statements contained in this Affidavit.

3. The Agreement was entered into pursuant to and in accordance with 2025 Act No. 69 (South Carolina Appropriations Bill for Fiscal Year 2025-2026), Part 1.B Proviso Section 73.8, which authorizes ORS to award grants from the federal Infrastructure Investment and Jobs Act ("IIJA") Broadband Equity Access and Deployment Program ("BEAD") to broadband service providers and other entities for authorized projects that achieve the purpose of expanding broadband infrastructure to households, businesses, and community anchor institutions in the State of South Carolina that are unserved or underserved by broadband services.

4. The Agreement requires the Subgrantee to complete the Project as defined by and pursuant to the terms and conditions of the Agreement, including its Exhibits and attachments.

5. The requirements for receiving a Capacity Certification Milestone Payment and maximum amount are set forth in the Agreement, including the Project Milestones and Payment Schedule in Exhibit D to the Agreement.

6. I hereby attest that Subgrantee complied with the Agreement and all applicable provisions set forth in the IIJA; all other applicable federal, state, and local laws, regulations, and ordinances, permits, and orders of federal, state, county, municipal, or other local authorities; and the BEAD Program Documents as described in the Agreement.

7. Subgrantee hereby certifies it can initiate broadband service that meets the BEAD Program's technical requirements to any location covered by the Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location, in addition to meeting all other requirements for a Capacity Certification Milestone Payment under the Agreement, service-related or otherwise, and that Subgrantee therefore is entitled to the disbursement of a Capacity Certification Payment in the amount of \$_____ pursuant to the terms of the Agreement. .

Name

Title [Principal Officer or other representative
acceptable to ORS]

SWORN to before me, this ____ day of 20____

Notary Public of the State of _____

My Commission expires: _____

Disbursement & Reporting Illustrative Examples**APPLICATION FOR DISBURSEMENT****Yearly Disbursement – 10-Year Extended Period of Performance**

Grantee Name:

State Vendor Number:

Date:

		Amount of Capacity Certification Milestone Payment	Amount of Subscription Rate Certification Milestone Payment	Remaining Amount of BEAD Funds Awarded	Annual Disbursement Interval (Must be 1-10)	Total BSLs Awarded	Number of Newly Subscribed BSLs in Project to Date Since Project Complete and Operational	Percent of Total Awarded BSLs in Project that are Newly Subscribed BSLs	Amount of Yearly Disbursement Requested (<i>See Exhibit D for the maximum amount that can be disbursed, per milestone</i>)

By submitting this Application for Disbursement, Subgrantee certifies that 1) it continues to be able to initiate broadband service that meets the BEAD Program's technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location, 2) the information provided in the table above is complete and accurate; 3) Subgrantee is eligible to receive, pursuant to the terms and conditions of the Grant Agreement, including the Project Milestones and Disbursements set forth in Exhibit D, the disbursement of funds requested above from the South Carolina IJJA BEAD Grant Program; and 4) Subgrantee has provided ORS all items required to receive the disbursement of funds requested above. The Subgrantee invoice submitted for disbursement must include a signed statement by a Principal Officer of Subgrantee or other representative acceptable to ORS in its sole discretion certifying that all amounts set forth herein are true and accurate and in accordance with the Grant Agreement.

AFFIDAVIT OF COMPLETION AND ELIGIBLE EXPENSES
Yearly Disbursement – 10-Year Extended Period of Performance

STATE OF _____)

)

AFFIDAVIT

COUNTY OF _____)

Personally appeared before me the undersigned, _____, who being duly sworn, deposes and states as follows:

1. [SUBGRANTEE NAME], a [INSERT ENTITY'S LEGAL TYPE (E.G. CORPORATION, LIMITED LIABILITY COMPANY, ETC.)] organized under the laws of the state of _____, entered into a Grant Agreement ("Agreement") with the South Carolina Office of Regulatory Staff ("ORS").

2. I am employed by Subgrantee as the _____. I am duly authorized by Subgrantee to make the statements contained in this Affidavit.

3. The Agreement was entered into pursuant to and in accordance with 2025 Act No. 69 (South Carolina Appropriations Bill for Fiscal Year 2025-2026), Part 1.B Proviso Section 73.8, which authorizes ORS to award grants from the federal Infrastructure Investment and Jobs Act ("IIJA") Broadband Equity Access and Deployment Program ("BEAD") to broadband service providers and other entities for authorized projects that achieve the purpose of expanding broadband infrastructure to households, businesses, and community anchor institutions in the State of South Carolina that are unserved or underserved by broadband services.

4. The requirements for receiving the Subscription Rate Milestone Disbursement and are set forth in the Agreement, including the Project Milestones and Payment Schedule in Exhibit D to the Agreement.

5. Subgrantee hereby certifies to ORS that Subgrantee continues to be able to initiate broadband service that meets the BEAD Program's technical requirements to any location covered by the Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location, in addition to meeting all other requirements of the Agreement, service-related or otherwise.

6. Subgrantee hereby certifies [insert number of BSL that subscribed] awarded locations have newly subscribed to service since the Capacity Certification required for the Capacity Certification Milestone Payment was provided.

7. Subgrantee hereby certifies all information in the Application for Disbursement accompanying this Affidavit is complete and accurate.

8. I hereby attest that Subgrantee complied with the Agreement and all applicable provisions set forth in the IJA; all other applicable federal, state, and local laws, regulations, and ordinances, permits, and orders of federal, state, county, municipal, or other local authorities; and the BEAD Program Documents as described in the Agreement.

9. I hereby affirm and certify that the Project is complete and operational and Subgrantee otherwise meets the requirements for a Yearly Disbursement, and that Subgrantee therefore is entitled to the disbursement requested in the accompanying Application for Disbursement in the amount of \$_____ pursuant to the terms of the Agreement.

Name

Title [Principal Officer or other representative acceptable to ORS]

SWORN to before me, this ____ day of 20____

Notary Public of the State of _____

My Commission expires:_____

EXHIBIT D

Disbursement & Reporting Illustrative Examples

APPLICATION FOR DISBURSEMENT
30% Subscription Rate Milestone Payment

Grantee Name:

State Vendor Number:

Date:

Project ID	Total BEAD Funds Awarded per Grant Agreement	Amount of Capacity Certification Milestone Payment	Remaining Amount of BEAD Funds Awarded	Date of Completion	Total BSLs Awarded	Number of Newly Subscribed BSLs in Project Area to Date Since Project Area Complete and Operational	Percent of Total Awarded BSLs in Project Area that are Newly Subscribed BSLs	Amount of Subscription Rate Disbursement Requested (See Exhibit D for the maximum amount that can be disbursed, per milestone)

By submitting this Application for Disbursement, Subgrantee certifies that 1) it continues to be able to initiate broadband service that meets the BEAD Program's technical requirements to any location covered by this Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location; 2) 30% of the awarded locations have newly subscribed to service; 3) the information provided in the table above is complete and accurate; 4) Subgrantee is eligible to receive, pursuant to the terms and conditions of the Grant Agreement, including the Project Milestones and Payment Schedule set forth in Exhibit D, the disbursement of funds requested above from the South Carolina IIJA BEAD Grant Program; and 5) Subgrantee has provided ORS all items required to receive the disbursement of funds requested above. The Subgrantee invoice submitted for disbursement must include a signed statement by a Principal Officer of Subgrantee or other representative acceptable to ORS in its sole discretion certifying that all amounts set forth herein are true and accurate and in accordance with the Grant Agreement.

AFFIDAVIT OF COMPLETION AND ELIGIBLE EXPENSES
Subscription Rate Milestone Payment

STATE OF _____)

)

AFFIDAVIT

COUNTY OF _____)

Personally appeared before me the undersigned, _____, who being duly sworn, deposes and states as follows:

1. [SUBGRANTEE NAME], a [INSERT ENTITY'S LEGAL TYPE (E.G. CORPORATION, LIMITED LIABILITY COMPANY, ETC.)] organized under the laws of the state of _____, entered into a Grant Agreement ("Agreement") with the South Carolina Office of Regulatory Staff ("ORS").

2. I am employed by Subgrantee as the _____. I am duly authorized by Subgrantee to make the statements contained in this Affidavit.

3. The Agreement was entered into pursuant to and in accordance with 2025 Act No. 69 (South Carolina Appropriations Bill for Fiscal Year 2025-2026), Part 1.B Proviso Section 73.8, which authorizes ORS to award grants from the federal Infrastructure Investment and Jobs Act ("IIJA") Broadband Equity Access and Deployment Program ("BEAD") to broadband service providers and other entities for authorized projects that achieve the purpose of expanding broadband infrastructure to households, businesses, and community anchor institutions in the State of South Carolina that are unserved or underserved by broadband services.

4. The requirements for receiving the Subscription Rate Milestone Disbursement and are set forth in the Agreement, including the Project Milestones and Payment Schedule in Exhibit D to the Agreement.

5. Subgrantee hereby certifies to ORS that Subgrantee continues to be able to initiate broadband service that meets the BEAD Program's technical requirements to any location covered by the Agreement, with no charges or delays attributable to extension of the service, within ten business days of a request by a subscriber at such location, in addition to meeting all other requirements of the Agreement, service-related or otherwise.

6. Subgrantee hereby certifies [insert number of BSL that subscribed] awarded locations have newly subscribed to service since the Capacity Certification required for the Capacity Certification Milestone Payment was provided and that this number represents 30% of the BSLs in the Project.

7. Subgrantee hereby certifies all information in the Application for Disbursement accompanying this Affidavit is complete and accurate.

8. I hereby attest that Subgrantee complied with the Agreement and all applicable provisions set forth in the IJA; all other applicable federal, state, and local laws, regulations, and ordinances, permits, and orders of federal, state, county, municipal, or other local authorities; and the BEAD Program Documents as described in the Agreement.

9. I hereby affirm and certify that the Project is complete and operational and Subgrantee otherwise meets the requirements for a Subscription Rate Milestone Payment, and that Subgrantee therefore is entitled to the disbursement requested in the accompanying Application for Disbursement in the amount of \$ _____ pursuant to the terms of the Agreement.

Name

Title [Principal Officer or other representative acceptable to ORS]

SWORN to before me, this ____ day of 20____

Notary Public of the State of _____

My Commission expires: _____

BUILD AMERICA BUY AMERICA (BABA)

Consistent with Section 70901 through 70953 of the Infrastructure Investment & Jobs Act (IIJA), all Broadband Equity, Access & Deployment Program (BEAD) Subgrantees must certify compliance with the Build America Buy, America (BABA) Act.

Organization Name:	«Legal_EntityOrganization_Name»
Project Number:	«Project_Number_Format_XXXXX»
Project Name:	«Project_Name»
Period of Performance (Start Date to End Date, DD/MM/YYYY):	

Domestic Preferences in Procurement:

To the extent required by the BEAD Grant Agreement and applicable law, Subgrantee certifies all materials used in the Project complies with BABA, and Subgrantee complied with all provisions of the BEAD Grant Agreement related to BABA and domestic preferences in procurement, unless an applicable waiver applied. Subgrantee acknowledges they are required to provide evidentiary proof of BABA compliance for all materials and equipment. Evidentiary proof of compliance may include, but is not limited to, a letter from their manufacturer(s) certifying their product(s) comply with BABA requirements.

I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that ORS may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise in order to effectively administer the BEAD Program on behalf of the State of South Carolina.

Printed Name & Title (Principal Officer or other representative acceptable to ORS) Date

Signature

Initial: _____

NARRATIVE OF OUTCOMES AND ACCOMPLISHMENTS

To finalize this award, you are required to provide ORS with a narrative of the outcomes and accomplishments related to the funds spent for the specific purpose as stated in the Grant Agreement.

1. Organization/Project Information	
Organization Name:	[Add Entity Name Here]
Project Number:	
Project Name:	

[Add Outcomes and Accomplishments Here]

Initial: _____

By signing below, I certify all the information provided above is true and accurate to the best of my knowledge.

Printed Name & Title (Principal Officer or other representative acceptable to ORS) Date

Signature

DRAFT

Initial: _____

EXHIBIT E

LIST OF AUTHORITIES AND RESOURCES

Pursuant to the Agreement, Subgrantees shall comply with all applicable requirements contained in the Infrastructure Investment and Jobs Act, 47 U.S.C. § 1702; all other applicable federal, state, and local laws, regulations, and ordinances, and orders of federal, state, county, municipal, or other local authorities; and all BEAD Program Documents as described in the Agreement, including any applicable changes to the foregoing that may occur in the future. It is the sole responsibility of Subgrantee to monitor the foregoing and remain current with any changes.

Any lists of materials, guidance documents, or references provided herein are illustrative and not exhaustive. While the SCBBO has verified that all associated hyperlinks listed below were active and accurate at the time of execution, the Subgrantee acknowledges that such links are subject to change or be removed from websites over time.

SITE / DOCUMENT NAME	LINK
SC BEAD Site	https://ors.sc.gov/broadband/office/investmen ts/state/bead
NTIA BEAD Site	https://www.ntia.gov/funding-programs/high-speed-internet-programs/broadband-equity-access-and-deployment-bead-program
Infrastructure Investment and Jobs Act, 47 U.S.C. § 1702	https://uscode.house.gov/view.xhtml?hl=false&edition=prelim&req=granuleid%3AUSC-prelim-title47-section1702&num=0&saved=%7CKHRpdGxIOjQ3IHNIY3Rpb246MTcwMiBlZGl0aW9uOnByZWxpbSk%3D%7C%7C%7C0%7Cfalse%7Cprelim
NTIA BEAD Notice of Funding Opportunity	https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf
NTIA BEAD Restructuring Policy Notice	https://www.ntia.gov/other-publication/2025/bead-restructuring-policy-notice
NTIA BEAD Frequently Asked Questions	https://broadbandusa.ntia.gov/technical-assistance/BEAD_FAQs
NTIA Guidance Subgrantee Obligations for Deploying Network Projects	https://broadbandusa.ntia.gov/technical-assistance/Obligations_for_Subgrantees_Deploying_Network_Projects
Performance Measures for BEAD Last Mile Networks Policy Notice and Primer	https://broadbandusa.ntia.gov/funding-programs/policies-waivers/Performance_Measures_Policy_Notice

Initial: _____

BEAD Semi-Annual (Technical) Report Guidance	https://broadbandusa.ntia.gov/technical-assistance/BEAD_Semi_Annual_Report_Guidance
U.S. Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements	https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf
U.S. Department of Commerce Financial Assistance Policies	https://www.commerce.gov/oam/policy/financial-assistance-policy
U.S. Department of Commerce Financial Assistance General Terms and Conditions	https://www.commerce.gov/sites/default/files/2025-09/DOC%20Financial%20Assistance%20General%20Terms%20and%20Conditions%20as%20of%2022%20September%202025%20vF.pdf
U.S. Department of Commerce BEAD Policy Notice of Uniform Guidance Part 200 Exceptions Related Issues	https://broadbandusa.ntia.gov/sites/default/files/2023-12/BEAD_Policy_Notice_of_Uniform_Guidance_Part_200_Exceptions_Related_Issues.pdf
Uniform Guidance (2 CFR 200)	https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200
Department of Commerce BEAD Letter of Credit Waiver	https://broadbandusa.ntia.gov/funding-programs/policies-waivers/BEAD-Letter-of-Credit-Waiver
Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Broadband Equity, Access, and Development Program	https://www.commerce.gov/sites/default/files/2024-02/BABA%20Waiver%20Signed.pdf
General Terms and Conditions for the NTIA Broadband Equity, Access & Deployment Program (BEAD) Program Funds	https://broadbandusa.ntia.gov/sites/default/files/2026-01/BEAD_GTCs_11_18_2025.pdf
SC BEAD Initial Proposal Volume II	https://ors.sc.gov/sites/scors/files/Documents/Broadband/BEAD/Intake%20Summary-Volume%202-08-20-2024%2011-30-EXECUTIVE%20OFFICE%20OF%20THE%20STATE%20OF%20SOUTH%20C-GRN-000156.pdf
SC BEAD Final Proposal	https://ors.sc.gov/sites/scors/files/Documents/Broadband/BEAD/Final%20Proposal/SC%20BEAD%20Final%20Proposal%20(2025-09-30%2012-12).pdf
Any and all guidance published on the NTIA BEAD program website as of the date of the Agreement and through the period of performance	Policy and Waiver Notices BroadbandUSA (ntia.gov)

Initial: _____

EXHIBIT F

BEAD REPORTING TIMELINE

The timeline below outlines key reporting deadlines and milestones for the overall South Carolina BEAD program. This is separate from the subgrantee project timelines, which will vary based on project-specific details and award agreements. Reporting will generally follow a quarterly schedule unless otherwise specified. The SCBBO reserves the right to increase the frequency of reporting. Subgrantees are expected to align with the reporting requirements shown here.

Event	Date
BEAD Application Period Opens	7/7/2025
BEAD Application Period Closes	7/24/2025
SCBBO BEAD Final Proposal posted for Public Comment	9/19/2025
SCBBO BEAD Final Proposal Submitted to NTIA	9/30/2025
2026 1st Semi-Annual Report Due Reporting Period: 01/01/2026 to 06/30/2026	7/15/2026
2026 2nd Quarter Summary Due Reporting Period: 04/01/2026 to 06/30/2026	7/15/2026
2026 3rd Quarter Summary Due Reporting Period: 07/01/2026 to 09/30/2026	10/15/2026
2026 2nd Semi-Annual Report Due Reporting Period: 07/01/2026 to 12/31/2026	1/15/2027
2026 4th Quarter Summary Due Reporting Period: 10/01/2026 to 12/31/2026	1/15/2027
2027 1st Quarter Summary Due Reporting Period: 01/01/2027 to 03/31/2027	4/15/2027
2027 1st Semi-Annual Report Due Reporting Period: 01/01/2027 to 06/30/2027	7/15/2027
2027 2nd Quarter Summary Due Reporting Period: 04/01/2027 to 06/30/2027	7/15/2027
2027 3rd Quarter Summary Due Reporting Period: 07/01/2027 to 09/30/2027	10/15/2027
2027 2nd Semi-Annual Report Due Reporting Period: 07/01/2027 to 12/31/2027	1/14/2028
2027 4th Quarter Summary Due Reporting Period: 10/01/2027 to 12/31/2027	1/14/2028

Initial: _____

2028 1st Quarter Summary Due Reporting Period: 01/01/2028 to 03/31/2028	4/14/2028
2028 1st Semi-Annual Report Due Reporting Period: 01/01/2028 to 06/30/2028	7/14/2028
2028 2nd Quarter Summary Due Reporting Period: 04/01/2028 to 06/30/2028	7/14/2028
2028 3rd Quarter Summary Due Reporting Period: 07/01/2028 to 09/30/2028	10/13/2028
2028 2nd Semi-Annual Report Due Reporting Period: 07/01/2028 to 12/31/2028	1/15/2029
2028 4th Quarter Summary Due Reporting Period: 10/01/2028 to 12/31/2028	1/15/2029
2029 1st Quarter Summary Due Reporting Period: 01/01/2029 to 03/31/2029	4/13/2029
2029 1st Semi-Annual Report Due Reporting Period: 01/01/2029 to 06/30/2029	7/13/2029
2029 2nd Quarter Summary Due Reporting Period: 04/01/2029 to 06/30/2029	7/13/2029
2029 3rd Quarter Summary Due Reporting Period: 07/01/2029 to 09/30/2029	10/15/2029
2029 2nd Semi-Annual Report Due Reporting Period: 07/01/2029 to 12/31/2029	1/15/2030
2029 4th Quarter Summary Due Reporting Period: 10/01/2029 to 12/31/2029	1/15/2030
2030 1st Quarter Summary Due Reporting Period: 01/01/2030 to 03/31/2030	4/15/2030
2030 1st Semi-Annual Report Due Reporting Period: 01/01/2030 to 06/30/2030	7/15/2030
2030 2nd Quarter Summary Due Reporting Period: 04/01/2030 to 06/30/2030	7/15/2030
2030 3rd Quarter Summary Due Reporting Period: 07/01/2030 to 09/30/2030	10/15/2030
2030 2nd Semi-Annual Report Due Reporting Period: 07/01/2030 to 12/31/2030	1/15/2031
2030 4th Quarter Summary Due Reporting Period: 10/01/2030 to 12/31/2030	1/15/2031
2031 1st Quarter Summary Due Reporting Period: 01/01/2031 to 03/31/2031	4/15/2031

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2031 1st Semi-Annual Report Due Reporting Period: 01/01/2031 to 06/30/2031	7/15/2031
2031 2nd Quarter Summary Due Reporting Period: 04/01/2031 to 06/30/2031	7/15/2031
2031 3rd Quarter Summary Due Reporting Period: 07/01/2031 to 09/30/2031	10/15/2031
2031 2nd Semi-Annual Report Due Reporting Period: 07/01/2031 to 12/31/2031	1/15/2032
2031 4th Quarter Summary Due Reporting Period: 10/01/2031 to 12/31/2031	1/15/2032
2032 1st Quarter Summary Due Reporting Period: 01/01/2032 to 03/31/2032	4/15/2032
2032 1st Semi-Annual Report Due Reporting Period: 01/01/2032 to 06/30/2032	7/15/2032
2032 2nd Quarter Summary Due Reporting Period: 04/01/2032 to 06/30/2032	7/15/2032
2032 3rd Quarter Summary Due Reporting Period: 07/01/2032 to 09/30/2032	10/15/2032
2032 2nd Semi-Annual Report Due Reporting Period: 07/01/2032 to 12/31/2032	1/14/2033
2032 4th Quarter Summary Due Reporting Period: 10/01/2032 to 12/31/2032	1/14/2033
2033 1st Quarter Summary Due Reporting Period: 01/01/2033 to 03/31/2033	4/15/2033
2033 1st Semi-Annual Report Due Reporting Period: 01/01/2033 to 06/30/2033	7/15/2033
2033 2nd Quarter Summary Due Reporting Period: 04/01/2033 to 06/30/2033	7/15/2033
2033 3rd Quarter Summary Due Reporting Period: 07/01/2033 to 09/30/2033	10/14/2033
2033 2nd Semi-Annual Report Due Reporting Period: 07/01/2033 to 12/31/2033	1/13/2034
2033 4th Quarter Summary Due Reporting Period: 10/01/2033 to 12/31/2033	1/13/2034
2034 1st Quarter Summary Due Reporting Period: 01/01/2034 to 03/31/2034	4/14/2034
2034 1st Semi-Annual Report Due Reporting Period: 01/01/2034 to 06/30/2034	7/14/2034

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2034 2nd Quarter Summary Due Reporting Period: 04/01/2034 to 06/30/2034	7/14/2034
2034 3rd Quarter Summary Due Reporting Period: 07/01/2034 to 09/30/2034	10/13/2034
2034 2nd Semi-Annual Report Due Reporting Period: 07/01/2034 to 12/31/2034	1/15/2035
2034 4th Quarter Summary Due Reporting Period: 10/01/2034 to 12/31/2034	1/15/2035
2035 1st Quarter Summary Due Reporting Period: 01/01/2035 to 03/31/2035	4/13/2035
2035 1st Semi-Annual Report Due Reporting Period: 01/01/2035 to 06/30/2035	7/13/2035
2035 2nd Quarter Summary Due Reporting Period: 04/01/2035 to 06/30/2035	7/13/2035
2035 3rd Quarter Summary Due Reporting Period: 07/01/2035 to 09/30/2035	10/15/2035
2035 2nd Semi-Annual Report Due Reporting Period: 07/01/2035 to 12/31/2035	1/15/2036
2035 4th Quarter Summary Due Reporting Period: 10/01/2035 to 12/31/2035	1/15/2036
2036 1st Quarter Summary Due Reporting Period: 01/01/2036 to 03/31/2036	4/15/2036
2036 1st Semi-Annual Report Due Reporting Period: 01/01/2036 to 06/30/2036	7/15/2036
2036 2nd Quarter Summary Due Reporting Period: 04/01/2036 to 06/30/2036	7/15/2036
2036 3rd Quarter Summary Due Reporting Period: 07/01/2036 to 09/30/2036	10/15/2036
2036 2nd Semi-Annual Report Due Reporting Period: 07/01/2036 to 12/31/2036	1/15/2037
2036 4th Quarter Summary Due Reporting Period: 10/01/2036 to 12/31/2036	1/15/2037
2037 1st Quarter Summary Due Reporting Period: 01/01/2037 to 03/31/2037	4/15/2037
2037 1st Semi-Annual Report Due Reporting Period: 01/01/2037 to 06/30/2037	7/15/2037
2037 2nd Quarter Summary Due Reporting Period: 04/01/2037 to 06/30/2037	7/15/2037

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2037 3rd Quarter Summary Due Reporting Period: 07/01/2037 to 09/30/2037	10/15/2037
2037 2nd Semi-Annual Report Due Reporting Period: 07/01/2037 to 12/31/2037	1/15/2038
2037 4th Quarter Summary Due Reporting Period: 10/01/2037 to 12/31/2037	1/15/2038
2038 1st Quarter Summary Due Reporting Period: 01/01/2038 to 03/31/2038	4/15/2038
2038 1st Semi-Annual Report Due Reporting Period: 01/01/2038 to 06/30/2038	7/15/2038
2038 2nd Quarter Summary Due Reporting Period: 04/01/2038 to 06/30/2038	7/15/2038
2038 3rd Quarter Summary Due Reporting Period: 07/01/2038 to 09/30/2038	10/15/2038
2038 2nd Semi-Annual Report Due Reporting Period: 07/01/2038 to 12/31/2038	1/14/2039
2038 4th Quarter Summary Due Reporting Period: 10/01/2038 to 12/31/2038	1/14/2039
2039 1st Quarter Summary Due Reporting Period: 01/01/2039 to 03/31/2039	4/15/2039
2039 1st Semi-Annual Report Due Reporting Period: 01/01/2039 to 06/30/2039	7/15/2039
2039 2nd Quarter Summary Due Reporting Period: 04/01/2039 to 06/30/2039	7/15/2039
2039 3rd Quarter Summary Due Reporting Period: 07/01/2039 to 09/30/2039	10/14/2039
2039 2nd Semi-Annual Report Due Reporting Period: 07/01/2039 to 12/31/2039	1/13/2040
2039 4th Quarter Summary Due Reporting Period: 10/01/2039 to 12/31/2039	1/13/2040

*All dates reflect no later than and are subject to change.

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EXHIBIT G

UNDERGROUND FACILITY DAMAGE PREVENTION ACT CERTIFICATION

List of Contractors, Subcontractors, and Locators Performing Excavation in South Carolina

Name of Company Initiating Tickets	Name, Email, Phone Number of Company Contact Initiating Tickets	Name of Company Performing Excavation	Name, Email, Phone Number Company Contact Performing Excavation

By submitting this document, Subgrantee certifies and affirms that:

- 1) Subgrantee and its contractors, subcontractors, and/or locators will(are) comply(ing) with the South Carolina Underground Facility Damage Prevention Act pursuant to Title 58, Chapter 36 of the South Carolina Code of Laws (“Act”) and other applicable requirements;
- 2) The notifications required by the Underground Facility Damage Prevention Act will be properly placed in accordance with the Act;
- 3) Improper excavation will not occur;
- 4) All contractors, subcontractors, and locators are or will be properly trained utilizing the SC811 online learning system available at: <https://sc811.com/education-outreach/online-training/>;
- 5) Subgrantee and/or their contractors, subcontractors, and locators will ensure they use the proper work type for “Fiber Federal or State Grant”, when submitting tickets to SC 811; and
- 6) Subgrantee shall report to the ORS and SC811 in accordance with timelines established under the Act when incidents of damage are known to have occurred.

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It is the responsibility of the Subgrantee to update Exhibit G, if any, contractors, subcontractors, and/or locators are either removed or added. The revised Exhibit G shall be submitted to ORS in an electronic format as part of the quarterly or semi-annual construction reporting process. Neither ORS nor the State shall be held liable for Subgrantee, its employees, contractors, locators, or subcontractors not complying with the Act and other applicable laws.

I certify that the information listed on this Exhibit G is true and accurate and in accordance with the Grant Agreement.

Signature: _____ Date: _____

Print Name: _____

Title: _____

DRAFT

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EXHIBIT H

LOWER TIER PARTICIPANT CERTIFICATION

1. By submitting its proposal and accepting federal funding, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.

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- a. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
 - b. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - c. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
7. The prospective lower tier participant further certifies, by submission of its proposal and accepting federal funding, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.

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EXHIBIT I

BUILD AMERICA BUY AMERICA (BABA)

Consistent with Section 70901 through 70953 of the Infrastructure Investment and Jobs Act (IIJA), all Broadband Equity, Access & Deployment Program (BEAD) Subgrantees must certify compliance with the Build America, Buy America Act (BABA). .

Organization Name:	
Project Number:	
Project Name:	

To the extent required by the BEAD Grant Agreement and applicable law, Subgrantee certifies all materials used in the Project complies with BABA, and Subgrantee complied with all provisions of the BEAD Grant Agreement related to BABA and domestic preferences in procurement, unless an applicable waiver applied. Subgrantee acknowledges they are required to provide evidentiary proof of BABA compliance for all materials and equipment. Evidentiary proof of compliance may include, but is not limited to, a letter from their manufacturer(s) certifying their product(s) comply with BABA requirements.

I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that ORS may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise in order to effectively administer the BEAD Program on behalf of the State of South Carolina.

Printed Name & Title
[Principal Officer or other representative acceptable to ORS]

Date

Signature

Initial: _____