

Request for Proposals for Engineering Services for a Fiberoptic Cable Installation Project in Poplarville, MS

Due Date: November 1, 2023

Response Guidelines

Respondents may register their intent to respond by sending an e-mail to grants@swyftconnect.com. Technical inquiries and specification clarifications are due by 4 PM on October 22, 2023, to grants@swyftconnect.com. All inquiries must be in writing. Responses will be provided to all registered respondents. Respondents are not entitled to rely on any verbal clarification or response from anyone in connection with this RFP. Respondents must have a professional engineering license in the state of Mississippi and experience with National Telecommunications and Information Administration (NTIA) projects. Final RFP due by November 1, 2023.

Proposals should be organized in the format that best demonstrates the offeror's qualifications with respect to the scoring criteria (see table below). **Pricing sheets must be completed; submissions that do not include a Bid Summary and Detailed Bid Worksheets will not be considered.**

Selection Criteria

This procurement is for architectural/engineering (A/E) professional services. The offeror's qualifications and price shall be evaluated, and the contract will be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered. Offerors must demonstrate: the ability to perform successfully under the terms and conditions of the proposed procurement; experience with public policy compliance; record of past performance; and financial and technical resources for completing the project in a timely manner. CableSouth Media III, LLC d/b/a SwyftFiber d/b/a SwyftConnect ("Swyft" or "the Owner") reserves the right to award multiple contracts, select multiple vendors, re-bid services, or elect to perform services listed in this RFP in-house. Minority-owned, women-owned, veteran-owned, and disadvantaged businesses are encouraged to apply.

Firm history and experience with similarly sized aerial overlash projects	15
Firm experience with federally funded infrastructure projects (NTIA Broadband Grants preferred)	10
Technical resources, familiarity with construction management platforms	15
Minority-, Women-, Veteran-owned or Disadvantaged Business	10
Ability to complete Low Level Design by 1/15/2024	20
Price	30

Project Description

The Poplarville Broadband Project is a federally funded subaward made to Swyft from the Broadband Expansion and Accessibility Office of Mississippi (“BEAM”) NTIA BIP Award, and includes overbuilding existing aerial coaxial cable plant in and around the City of Poplarville, Mississippi. A limited amount of underground fiber may be deployed in areas where aerial construction is not feasible or cost effective. This project will bring core fiber to an underserved area of Mississippi and make high speed broadband available to over 1,400 households.

Standards-based technology will be used to deliver a fiber-to-the-home (FTTH) network design. The strategy for this project is leveraging existing aerial plant to deploy fiber for a Gigabit Passive Optical Network (GPON) solution in which customers served have access to an aggregate of 2.4 Gbps bandwidth in the downstream direction and 1.2 Gbps upstream from the Optical Network Terminal (ONT) at their home through distributed optical splitters to the serving remote Optical Line Terminal (OLT). Latency within the proposed equipment ranges from microseconds to around 3-5ms, depending on location and distance from the master node.

The GPON capacity will easily scale to provide Gigabit service for these customers. However, if more bandwidth is required, NG-PON2 or XGS-PON at 10 Gbps or point-to-point 10 Gbps connections or higher could be deployed on an as-needed basis over the proposed fiber optic cable.

The timeline for build-out and turnup of customers is seven months. The Poplarville Broadband Project is projected to be 90% aerial and 10% underground fiber construction. Aerial fiber construction will comprise aerial overlash on existing poles under a current pole attachment agreement with the pole owners in the proposed service area.

Buried or bored fiber will be placed in existing previously disturbed public rights-of-ways. To provide a more secure and reliable fiber footprint, the buried fiber will be placed at a minimum depth of 36 inches unless other depths are required by the affected highway, railroad, municipalities, or other authorities. The two methods of underground construction that will be utilized are predominately plowing and directional boring. Along the buried fiber route, flush-mounted handholes will be deployed, leaving the deployed fiber accessible at each location.

Network Diagrams: Attached for review – Exhibit A

Engineering Categories and Descriptions

Vendor needs to provide engineering services for fiber project. Response should include detailed projections of hours, rates, and estimated expenses related to each of the categories presented in the Detailed Budget Estimate section, as well as a not to exceed number for the entire project.

Deliverables

- 1) Services and deliverables shall comply with all requirements for Federal Award ID 28-08-I2207T, including, but not limited to:
 - a) Department of Commerce Financial Assistance Standard Terms and Conditions
 - b) Specific Award Conditions
 - c) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements

- d) General Terms and Conditions for the NTIA Broadband Infrastructure Act
- 2) Staking sheets complete with service addresses, coordinates, and FCC Broadband Fabric ID of all locations passed.
 - a) The address list should contain notations of inhabitable/noninhabitable, residential/business/community anchor institution (CAI), and CAI type.
 - b) Staking sheets will indicate the existing ROW, proposed construction route, any known obstacles to construction, manner of proposed construction, and estimate of construction cost.
 - c) Staking sheets will include any pertinent information needed for the construction corridor to complete any and all permit requirements, and for construction drawings. Engineering firm will secure all ROW as required
 - d) Staking sheets will be generated using GPS information for such items as centerline, ROW driveways, culverts, poles if aerial construction, with suggested attachment heights.
- 3) Secure all permits for local, county, state, and railroads that may be required, including the preparation and submission of all required maps, applications, and any other required documentation.
- 4) Manage the bid process for fiber construction contractors, including the preparation of the bid plans and specifications packet and its distribution to prospective bidders.
 - a) Create and review plans and specifications with Owner
 - b) Secure proper documentation from contractors to meets Grant requirements
 - c) Provide Owner with tally of units for materials to be used for construction with adequate time to place orders and keep on schedules.
- 5) All construction activity will be project managed by the selected bidder and supervised by an on-site engineer to ensure compliance with standards of construction and compliance with reporting and environmental regulations.
 - a) Will conduct any pre-bid meetings, and preconstruction meetings as needed.
 - b) Will provide adequate inspection to confirm construction units and quantities and ensure accurate daily reporting in Ocius.
 - c) Will ensure all restoration is completed and generate any restoration punch lists as needed.
 - d) Provide test results and notification to owner and contractor of any concerns or failures to meet standards.
 - e) Provide weekly progress reports construction and certified payroll reports
 - f) Agenda and leadership in weekly calls with Owner and grant team to review updates and timelines for the project.
- 6) Cut sheets and as-built maps in Swyft's construction management platforms, 3-GIS, IQGeo, and OciusX.
 - a) Cutsheets will be created for fiber and copper connections and include bore logs for buried plant, as needed.
 - b) Cutsheets will be labeled as to identify all cables and equipment with appropriate naming system utilized by Owner.
 - c) As-builts will be provided in a standard geospatial format and be usable by the Owner for any mapping and management systems they are utilizing.

Bid Summary

Organization: Contact Name: Contact E-mail: Contact Phone:						
	Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total
Project Design						
Assistance to Owner						
Coordination						
Central Office Equipment						
Engineering Services						
OSP Staking Services						
OSP Contract Document						
OSP Construction Phase						
Totals						

Detailed Bid Estimate Worksheets

Project Design					
Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total
<p>The Project shall be constructed in accordance with the current Project Schedule (construction completion by August 31, 2024) and approved Categorical Exclusion request design. See Exhibit A for preliminary design.</p> <p>When necessary for the preparation of plans and specifications, the Engineer shall, upon request of the Owner and with the approval of the Administrator: (1) revise as necessary the Categorical Exclusion request; (2) prepare or revise as necessary the outside plant design; (3) make measurements and analyses of existing traffic; (4) and make tests of existing cable, including the determination of field locations for treatment of existing facilities associated with installation of carrier equipment.</p> <p>If it shall be determined by the Owner that any change is required, the Engineer shall prepare such revisions in the design, and plans and specifications, or any part thereof, as is necessitated by the changes in requirements for service, design criteria, or other reasons arising during the performance of services for the Project.</p>					
Assistance to Owner					
Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total
<p>The Engineer, to the extent requested by the Owner, shall assist in the Owner's obtaining agreements and authorizations required for the Project, including without limitation the furnishing of engineering information and drawings, and participating in the Owner's obtaining:</p> <ol style="list-style-type: none"> 1. Joint use or joint occupancy agreements with other utilities; 2. Permits for crossing public roads, railroads, navigable streams or bodies of water; 3. Right-of-way authorizations, easements, and other permits necessary for encroachment on public or private lands; and 4. Authorizations from regulatory bodies and franchises from public bodies. 					
Coordination					
Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total

The Engineer, to the extent requested by the Owner, shall coordinate the work of others engaged in the Project, including work performed or supervised by the Owner, architect, and other engineers, to facilitate expeditious and economical completion of the Project. Services pursuant to this section shall be in addition to, and shall not include, services required by other provisions of this Agreement.

Central Office Equipment Engineering Services

Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total

Review of Requirements. Prior to the preparation of plans and specifications, the Engineer shall review with the Owner the current and future requirements of the Project, in respect to central office equipment additions, replacements, modifications or completely new offices. The Engineer, to the extent requested by the Owner, shall prepare such studies as the Owner may require supporting the selection by the Owner of the final design plan.

Preparation of Plans and Specifications. Plans and specifications shall be prepared by the Engineer in accordance with standard NTIA specifications and requirements for central office equipment and shall be submitted to the Owner in a format suitable for approval by the Administrator.

Bidders Qualifications. The Engineer shall review with the Owner all Bidder qualifications and shall prepare and furnish to the qualified bidders the plans and specifications upon the conditions provided in the applicable standard NTIA contract forms and in accordance 2 CFR 200.

Bid or Proposal. The Engineer shall be available to each prospective bidder for consultation with respect to the details of the plans and specifications and all other matters pertaining to the preparation of the proposals for the supply of equipment or services. Therefore, all changes to or clarifications of the plans and specifications provided to one prospective bidder shall be provided by the Engineer in writing to all other prospective bidders and to the Owner. The Engineer shall attend and supervise all technical pre-bid review meetings and openings of quotes for the furnishing of equipment or services.

Additions and Changes. Where additions to existing equipment are proposed, a quote may be solicited from the original supplier or separate materials and installation contracts may be requested from several suppliers. The Engineer shall carefully check all quotes received and shall render to the Owner assistance in connection with the Owner's consideration of the quotes received so that contracts may be prudently and properly awarded.

Bid Award. The Engineer shall submit in writing to the Owner recommendations of first and second choice of bidders stating the reasons therefor, or, if the analysis of quotes indicates that no quote is satisfactory because of prices or other conditions, the Engineer shall recommend to the Owner that all quotes be rejected, documenting reasons for such. Unless otherwise directed by the Owner, the Engineer shall proceed to rebidding in the manner provided for herein for the initial bidding. The Engineer shall prepare and furnish to the Owner a detailed tabulation of all the bids or quotes and a tabulation showing the bidders' names and totals. The Owner shall submit to the Administrator the

bidding information required for approval of the award of the contract by the Administrator. Upon receipt of notice from the Owner of the Administrator's approval of the award of the contract, the Engineer shall prepare contracts in accordance with 2 CFR 200.

Contract Amendments. If, after the equipment contract and the installation contract have been approved by the Owner and the Administrator, it shall be determined by the Owner that any change or changes in the plans and specifications are advisable, the Engineer shall prepare and submit a contract amendment in accordance with 7 CFR Part 1753.

Project Communication. If necessary, the Engineer shall arrange, at a mutually agreeable time, a Customer Information and Engineering Meeting with the Owner, Contractor and Engineer to review the Contractor's proposal, equipment lists, software, data requirements, translation requirements, etc. prior to beginning of manufacture. The Engineer shall arrange at a mutually agreeable time, a pre-installation meeting between the Contractor, Owner and Engineer, after the Contractor's installer has arrived at the contract site, to clarify areas of responsibility, check scheduling and to determine the Contractor's proposed compliance with the plans and specifications.

Progress Reports. A competent representative of the Engineer shall make periodic visits to the equipment installation site to inspect the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract. The Engineer shall report at least monthly to the Owner in writing stating the results of inspections. When the Engineer observes any failure of the executed work or work in progress to comply with the requirements of the contract, this shall be reported to the Owner immediately. These reports shall include suitable recommendations. If the engineer observes an unsafe practice, his only responsibility shall be to consult immediately with the Contractor and if his concerns are not satisfied, to notify the Owner immediately.

Tests. The Engineer shall conduct, or cause to be conducted by the installer, such tests of all such equipment as required by the Owner and the Administrator to determine that the equipment meets the performance requirements of the plans and specifications. The Engineer shall make recommendations for the correction of performance or operational difficulties. All cases of performance or operational difficulties due to faulty installation or defective equipment shall be reported to the Contractor, for correction. When the corrections have been made, the Engineer shall retest the equipment. The Engineer shall furnish test equipment, when required, for all required tests or measurements performed by the Engineer.

Final Documents. The Engineer shall prepare or cause to be prepared, and shall submit to the Owner for approval, in a format suitable for approval by the Administrator, complete and detailed final documents and a statement showing the total amounts due the Contractor, pursuant to the terms of the contract, including any amendments thereto. The final documents shall be submitted for the Owner's approval within forty (40) calendar days after the completion of construction based on the date on the certificate of completion covered by each central office equipment contract and each installation contract.

Outside Plant Staking Services

Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total

Review of Requirements. Prior to the commencement of staking, the Engineer shall review with the Owner the current requirements of the Project with respect to outside plant and service entrance staking. At this review, decisions shall be reached concerning public and private rights-of-way, nominal width of construction corridors, and design status.

Staking Requirements. Staking for aerial plant shall include locating the proposed line and marking all new pole and other locations as necessary to construct the facilities. Staking for buried plant shall include locating the proposed facilities indicating all pertinent construction information including details of the construction corridor. Staking for underground plant shall include locating conduit systems, construction corridors, marking manhole sites and detailing all other pertinent information. Staking for service entrances shall include locating protectors on the structure, the routing of aerial or buried entrances and the placement of markers, if required, to indicate construction information.

Staking Locations. The Owner shall review with and shall inform the Engineer which specific lines are to be staked. The Owner shall furnish to the Engineer a current list of all existing and potential subscribers by map location and grade of service. When requested by the Engineer, the Owner shall also furnish the telephone numbers of the existing subscribers. In determining when to proceed with staking, farming operations and other relevant conditions shall be taken into consideration so as to minimize the need for re-staking. The Owner, when requested by the Engineer, shall furnish a qualified person to accompany each staking crew for the purpose of negotiating with landowners or tenants with respect to such right-of-way authorizations and easements, widths of construction corridors, and locations of proposed facilities.

Changes in Scope. If the Owner changes the routing or location of a particular line segment, the Owner shall, as early as practicable, notify the Engineer in writing of such changes. Upon such notice the Engineer shall duly note such change and instruct the staking crews accordingly. If the Engineer determines that the routing of facilities along the right-of-way designated by the Owner would result in high costs of placement due to obstacles, inadequate construction corridors, or other circumstances, the Engineer shall notify the Owner and recommend alternative routing. If alternative routing is approved by the Owner and right-of-way can be obtained, the Engineer shall arrange to stake the facilities along the alternate route.

Construction Sheets. The Engineer shall prepare or maintain construction sheets in such standard form as the Owner shall require (and as hereinafter described) to: serve as the means by which directions are given for the construction of the Project; serve as the permanent plant record by the Owner's facilities as built; and identify adequately the geographical location of the facilities, including non-standard construction corridors and cable placement locations. The Engineer shall enter thereon all pertinent and useful design, specifications and data governing the construction of the Project, including, without limitations:

- Detailed instructions on the point of attachment of the Owner’s facilities on existing pole lines employed in joint use with others;
- Non-standard depths for installing buried and underground facilities;
- The presence, but not location of, buried facilities of other utilities when known;
- The presence of rock when known;
- Vegetation clearing requirements; and,
- Surface type and surface features of terrain if appropriate.

Copies of construction sheets shall be made available for sale to all prospective bidders in advance of the pre-bid conference. For contract construction five counterparts of the construction sheets shall be supplied by the Engineer to the Contractor for construction use and two copies shall be supplied to the Owner. When revisions in staking are necessary, the Engineer shall issue copies of the revised construction sheets.

Resident. A Resident, with full authority to act for the Engineer per this attachment, shall be maintained by the Engineer at the site of the Project at all times when staking or other services required under this attachment are being performed at the site of this Project. The Resident may also be engaged in staking as well as in supervising the staking activities of other staking crews of the Engineer. The Engineer shall establish and maintain, in the proximity of the Project, a field office with telephone service at all times when staking or other services required are in progress.

Reporting. The Engineer shall prepare, execute, and submit to the Owner weekly all estimates, certificates, reports and other documents required to be executed by the Engineer pursuant to the Grant.

Outside Plant Construction Contract Document Services

Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total

Review of Requirements. The Engineer shall use the Loan Design and other information furnished by the Owner under this Agreement as the basis for the preparation of the plans and specifications. Prior to the beginning of the preparation of the plans and specifications, the Engineer shall review with the Owner all data furnished to determine the most recent requirements for facilities to be included in the plans and specifications.

Map Tracings and Other Data. Prior to and during the preparation of the plans and specifications by the Engineer, the Owner, if it has not previously done so by other provisions of this Agreement, shall furnish any of the following items needed by the Engineer:

- Up-to-date tracings of the detail and town maps of the area of the proposed system on which the Loan Design was based and which show the existing system, and a tracing of the key map when a key map is required by the Owner;

- Up-to-date cable schematics (cable plant layout), and construction sheets showing the existing system construction;
- Current information as to the location and extent of electric and other lines available for joint use, together with conformed copies of all existing joint use or joint occupancy agreements covering such lines;
- Current listing of existing, signed, and potential subscribers by map location and grade of service to be considered in the preparation of the plans and specifications;
- Detailed lists of materials on hand, or on order, which are to be furnished by the Owner in the construction of the Project, together with the quantity and value of each item of such materials; and,
- A written statement setting forth the scope of plans and specifications and the sequence in which the construction shall be performed and whether service entrances are to be included in the plans and specifications.

Plans and Specifications. The Engineer shall, to the extent not previously prepared under other provisions of this Agreement, prepare and review with the Owner complete and detailed plans and specifications, drawings, maps and other documents required for the construction of the outside plant facilities to be included as a part of the Project. During the preparation of the plans and specifications, the Engineer shall make such changes in the plans and specifications as may be reasonably required by the Owner as a condition of approval by the Owner and Administrator.

Inventory. An itemized list of materials on hand or on order to be furnished by the Owner, showing the locations of delivery points and delivery schedules of such materials, the quantity, unit price and extended price.

Bid Process. Notices to Bidders shall be sent in accordance with 2 CFR 200, and the Engineer shall prepare and furnish to such qualified bidders the appropriate bid documents including construction sheets, and the plans and specifications upon the conditions provided in the applicable standard NTIA contract forms. The Engineer shall also prepare and furnish, upon payment of reasonable charges, to material suppliers requesting them, copies of the Contractor’s proposal sheets for outside plant together with any special drawings or material specifications pertaining thereto and a list of materials to be furnished by the Owner. The Engineer shall attend and supervise all openings of bids for the construction. The Engineer shall check the assembly unit prices and summarize all bids received. The Engineer shall facilitate the Owner’s consideration of the bids received so that contracts may be prudently and properly awarded. The Engineer may submit to the Owner a written recommendation for award of the contract or rejection of all bids, if requested by the Owner.

Outside Plant Construction Project Management

Unit Type	Unit Quantity	Unit Avg Rate	Est. Total (Unit*avg rate)	Estimated Expenses	Not-to-Exceed Total

General. As engineering representative of the Owner, and in accordance with sound and accepted engineering practices, the Engineer: (1) shall provide Construction Administration and Inspection services; (2) shall assist the Owner in obtaining the expeditious and economical construction of the Project in accordance with the approved plans and specifications, the terms of the construction contract or force account proposal, and 7 CFR Part 1753; and (3) shall have and exercise sole responsibility for the issuance of supplemental directives to the Contractor regarding the Contractor's performance in accordance with the terms of the construction contract as approved by the Owner and the Administrator. The Engineer's undertaking hereunder shall not relieve the Contractor of the Contractor's obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner and shall not impose upon the Engineer any obligation to see that the work is performed in a safe manner. The Engineer shall not be responsible for the failure of the Contractor to perform the work in accordance with the contract or to perform the work in a safe workmanlike manner. In fulfilling the above responsibility, the Engineer shall as necessary:

- 1) Interpret the plans and specifications and convey such interpretation to the Contractor;
- 2) Inspect the progress of and quality of construction, in sufficient detail to provide reasonable assurance to the Owner of the adequacy of such progress and quality of construction, pursuant to the requirements of the plans and specifications and contract;
- 3) Confirm the acceptability of materials and equipment proposed by the Contractor to be utilized in the construction prior to the use of such materials or equipment on the Project and promptly reject materials and equipment not in compliance with the plans and specifications; and,
- 4) Inspect the manner of incorporation of the materials and equipment into the Project, and the workmanship with which such materials and equipment are incorporated and reject materials, equipment and workmanship which the Engineer determines are not compliant with the plans and specifications. This inspection shall be deemed to be adequate if a reasonable percentage of all routine construction units (other than units requiring detailed inspection) are observed at the time of installation and found free of error.

The above enumeration of specific requirements shall not limit the general undertakings of the Engineer to perform services set forth in the first sentence of paragraph A of this section. The obligations of the Engineer hereunder are for the benefit of only the Owner and the Administrator and shall not relieve the Contractor of any of its own responsibilities under its contract with the Owner.

Residents and Inspectors. A Resident with full authority to act for the Engineer shall be maintained by the Engineer at the site of the Project at all times during the entire period of scheduled construction (including times when the Resident is available and through no fault of the Engineer scheduled construction is not performed, and including times when corrective work is being performed) unless specifically directed otherwise by the Owner with the approval of the Administrator.

The Engineer shall maintain at the site of the Project and under the direct supervision of the Resident a sufficient number of qualified Inspectors, to fully discharge the responsibility of the Engineer pursuant to paragraph A of this section (including times when such assigned Inspectors are available and through no

fault of the Engineer scheduled construction is not performed). The number of Inspectors required will vary with the size of the Project, the number of construction crews, and the speed of construction.

Pre-Construction Conference. A competent representative from the office of the Engineer, and the Resident (or Residents) to be assigned to the Project, shall conduct the outside plant pre-construction conference. The detailed notes taken by the Engineer on items discussed shall be furnished to all parties. Such notes shall be used by the Resident, as applicable, in interpreting the plans and specifications pursuant to paragraph A1 of this section.

Joint Use or Joint Occupancy. In connection with all joint use or joint occupancy construction, the Engineer shall coordinate construction activities for the Owner with the designated representative of other parties to joint use or joint occupancy agreements and review for the Owner all changes proposed by other parties to joint use or joint occupancy agreements for changes in and additions to their existing pole lines under such agreements.

Tests. The Engineer shall conduct, or cause to be conducted, such tests of circuits and equipment as required by the Owner and the Administrator to determine compliance with the performance requirements of the plans and specifications. The Engineer shall make recommendations in writing for the correction of defective materials, workmanship, or equipment. All cases of transmission or operational difficulties due to faulty construction or defective materials or equipment in the Project shall be reported to the Owner and submitted in writing to the Contractor for correction. When the corrections have been made, the circuits and equipment shall again be tested. The Engineer shall furnish test equipment as required for performing all required tests or measurements.

The outside plant tests to be made on this Project are as follows: Central Office Ground Measurement; Copper Shield or Shield/Armor Continuity; Conductor Continuity; Shield or Armor Ground Resistance; Conductor Insulation Resistance; Fiber Armor Continuity; Fiber Optic Splice Loss – Field; Fiber Optic Splice Loss – Central Office; End-to End Attenuation; End-to End Fiber Signature.

Reporting. The Engineer shall prepare, execute and submit to the Owner weekly all estimates, certificates, reports, and other documents required to be executed by the Engineer pursuant to awarding agency requirements. The Engineer shall review and, if satisfactory, recommend for approval each periodic estimate submitted by contractors prior to approval and payment by the Owner. Such recommendations shall include a statement by the Engineer based on the Engineer's Inspection of executed work and the progress of the work and subject to evaluation and testing of the work as a completed Project, that all construction for which payment is requested has been completed and cleaned up in accordance with the terms of the construction contract and that all defective construction of which the Contractor shall have received fifteen (15) or more days written notice, has been corrected.

Monitoring. The Engineer shall maintain a cumulative inventory of all units of construction incorporated in the Project, showing unit prices and extended totals, for all such units of construction. When it appears that the previously approved contract total is likely to be exceeded, the Engineer shall immediately notify the Owner. When requested by the Owner or when the overrun results in 20% above the contract total, the Engineer shall prepare a contract amendment in accordance with 2 CFR 200 for

execution by the Parties to the construction contract, to cover the additions or changes in construction units that are resulting in the overrun.

Plant Records. If the Owner shall have notified the Engineer not later than ten (10) days prior to of the start of construction that the Owner elects to assign to the Engineer the preparation of any of the following plant records, the Engineer shall prepare and deliver these records to the Owner, not later than fifteen (15) calendar days prior to the start of cutover. These records cover the cutover work on facilities completed as of the date of delivery of such records for each such area: cable schematics showing “as constructed” condition; and terminal assignment records.

The Engineer shall deliver to the Owner, within thirty (30) calendar days after cutover of facilities in any completed section of the Project, the record drawings of the following plant records covering such Project area (excluding any of such records that the Owner has previously elected to prepare with its own forces). Such records include cable schematics showing “as constructed” condition; final maps showing facilities in Project area; and final complete and detailed construction sheets showing facilities completed in such Project area, including the designation of assembly units of existing plant retained in place along existing plant line segments on which work was performed as a part of the Project.

Exhibit A

Poplarville – Preliminary Design

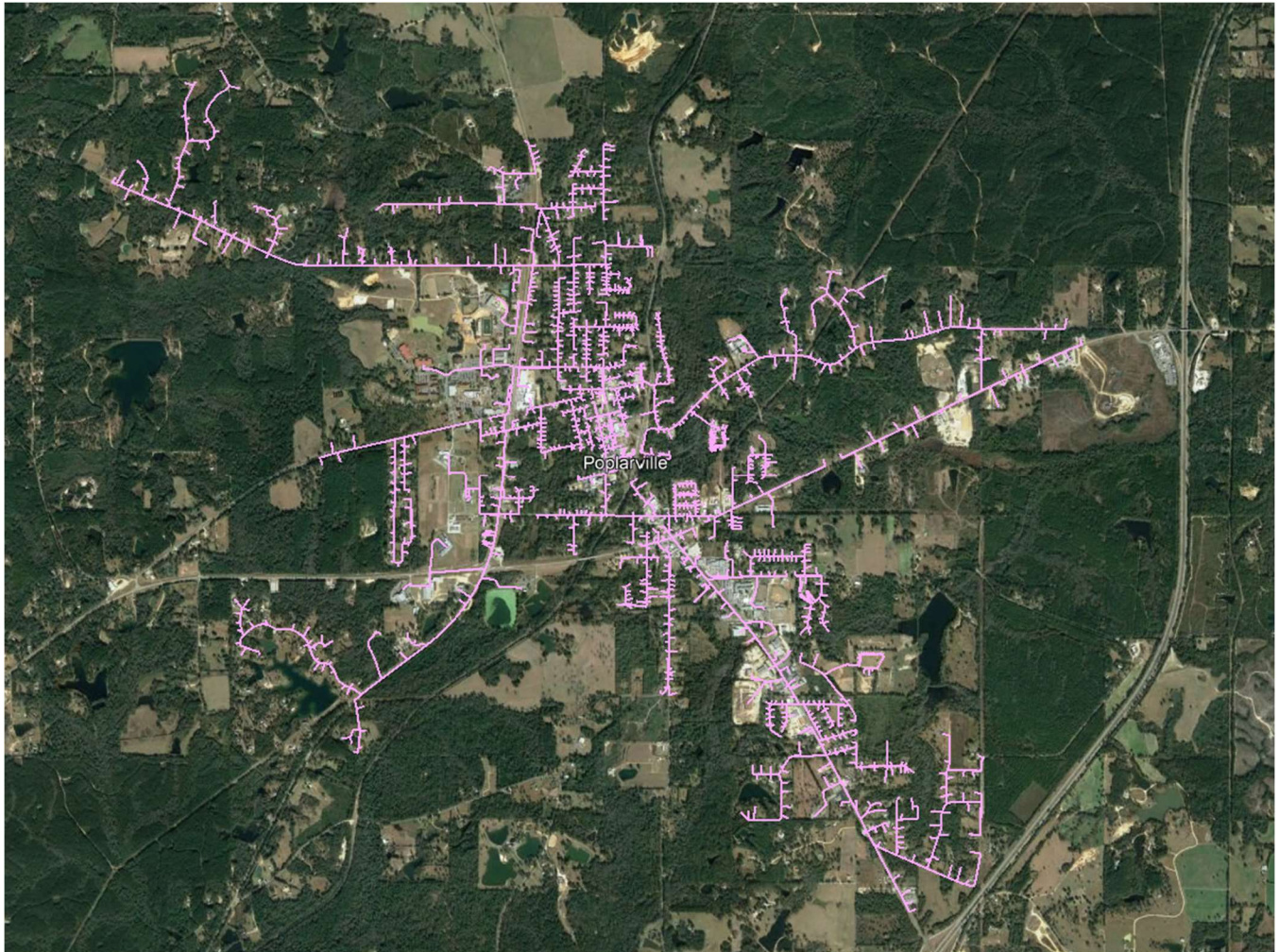


Exhibit B

Award Terms and Conditions



501 North West Street
1201 Woolfolk Building
Jackson, Mississippi 39201
www.beam.ms.gov

Attachment A

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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



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(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 24.7 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



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(L) Domestic preferences for procurements.

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

FORM CD-450 (REV. 10/18)	U.S. DEPARTMENT OF COMMERCE	X GRANT	COOPERATIVE AGREEMENT
FINANCIAL ASSISTANCE AWARD		FEDERAL AWARD ID NUMBER	
		28-08-I2207T	
RECIPIENT NAME Mississippi Department of Finance & Administration		PERIOD OF PERFORMANCE 08/01/2022 - 02/28/2023	
STREET ADDRESS 501 N. West Street Suite 1201-B		FEDERAL SHARE OF COST \$32,696,322.55	
CITY, STATE ZIP Jackson, MS 39201-1001		RECIPIENT SHARE OF COST \$3,632,925.84	
AUTHORITY Section 905(d) of Public Law 116-260		TOTAL ESTIMATED COST \$36,329,248.39	
CFDA NO. AND NAME 11.031 Broadband Infrastructure Program			
PROJECT TITLE: The State's application for this program will bring broadband services to unserved and underserved communities. Mississippi has partnered with 8 ISPs to deploy highspeed Internet to 10 rural areas.			
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modifications by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p>X DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS R & D AWARD FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p>X SPECIFIC AWARD CONDITIONS</p> <p>X LINE ITEM BUDGET</p> <p>X 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p>MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p>X OTHER(S): GENERAL TERMS AND CONDITIONS FOR THE NTIA BROADBAND INFRASTRUCTURE PROGRAM, February 2022 (see attached)</p>			
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER		DATE	
Mercedes Ernest Martinez MERCEDES ERNEST MARTINEZ		Digitally signed by MERCEDES ERNEST MARTINEZ Date: 2022.09.30 09:39:58 -04'00'	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		DATE	
Sally Burchfield Doty, Director <i>Sally Burchfield Doty</i> Miss. Dept. of Fin. + Administration Office of Broadband Expansion + Accessibility of Ms.		10/3/2022	

NIST Financial Assistance Award Number: 28-08-I2207T
Amendment: NEW
Recipient: Mississippi Department of Finance & Administration

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
BROADBAND INFRASTRUCTURE PROGRAM
FINANCIAL ASSISTANCE
SPECIFIC AWARD CONDITIONS**

1. Introduction:

The National Institute of Standards and Technology (NIST), servicing for the National Telecommunications and Information Administration (NTIA), hereby enters into this Grant, number 28-08-I2207T with the Mississippi Department of Finance and Administration, Office of Broadband Expansion and Accessibility (“BEAM”) to support the work described in the proposal entitled “The State’s application for this program will bring broadband services to unserved and underserved communities. Mississippi has partnered with 8 ISPs to deploy highspeed Internet to 10 rural areas.” dated 7/12/21 and any revisions thereafter, which is hereby incorporated into this award by reference. Where the terms of this award and the proposal differ, the terms of this award shall prevail.

2. Recipient Contact Information:

Administrative:

Sally Buchfield Doty
Executive Director
Mississippi Department of Finance and Administration
BEAM
501 N. West Street, Suite 301-B
Jackson, MS 39201-1001
Telephone: 601-961-5489
Email: sally.doty@beam.ms.gov

3. NTIA Contact Information:

Federal Program Officer

Rodrigo Apolinario
National Telecommunications and Information Administration
US Department of Commerce
1401 Constitution Ave., NW, Ste. 4872
Washington, DC 20230
Telephone: 202-842-4884
Email: rapolinario@ntia.gov

4. NIST Contact Information:

Grants Officer:

Mercedes Martinez
National Institute of Standards and Technology
100 Bureau Drive, Mail Stop 1650
Gaithersburg, MD 20899-1650

NIST Financial Assistance Award Number: 28-08-I2207T
Amendment: NEW
Recipient: Mississippi Department of Finance & Administration

It is essential that the Payment Requestor/Recipient Organization provide its financial institution with ASAP account information (ALC, Recipient ID and Account ID) to which the return is to be credited. Additional detailed information is accessible at: <https://www.fiscal.treasury.gov/asap/>.

7. Period of Performance and Funding Limitations:

The period of performance and budget incorporated into this award cover from August 1, 2022 to February 28, 2023 and provide for a maximum total amount of \$32,696,322.55 in Federal funding. This award is being fully funded via this award action.

The maximum amount of NIST funding in support of this award will not exceed the amount specified in the award documents, unless otherwise amended in writing by the NIST Grants Officer. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal funds being made available pursuant to this award.

8. Notice of Funding Opportunity – Broadband Infrastructure Program

The Department of Commerce, National Telecommunications Information Administration Notice of Funding Opportunity (NOFO) No. NTIA-Broadband-Infrastructure-Program-21 dated May 19, 2021, is incorporated by reference into this award. It is accessible at:

<https://www.grants.gov/web/grants/search-grants.html?keywords=NTIA-BROADBAND-INFRASTRUCTURE-PROGRAM-21>.

If the application period is closed, select “Closed” or “Archived” Opportunity Status to view the NOFO.

9. Uniform Administrative Requirements, Cost Principles and Audit Requirements:

As indicated on the Form CD-450 for this award, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 are incorporated by reference into this award. Through 2 C.F.R. § 1327.101, the Department of Commerce adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, which apply to awards in this program. Refer to <https://www.ecfr.gov/on/2022-01-19/title-2/subtitle-A/chapter-II/part-200> and <https://www.ecfr.gov/on/2022-01-19/title-2/subtitle-B/chapter-XIII/part-1327>.

10. Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements:

The Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements as published in the Federal Register on December 30, 2014 (79 FR 78390) is incorporated by reference into this award. It is accessible at: <http://www.gpo.gov/fdsys/pkg/FR-2014-12-30/pdf/2014-30297.pdf>.

11. Department of Commerce Financial Assistance Standard Terms and Conditions:

NIST Financial Assistance Award Number: 28-08-I2207T
Amendment: NEW
Recipient: Mississippi Department of Finance & Administration

- (b) certifies that the covered partnership complied with the requirements of the Act and the Broadband Infrastructure Program, including:
 - (i) a description of each service provided with the grant funds; and
 - (ii) the number of locations or geographic areas at which broadband service was provided using the grant funds; and
- (c) identifies each Subgrantee that received a Subgrant from the covered partnership and a description of the specific project for which grant funds were provided.

Baseline Project Plan - Recipients shall submit baseline project plans and details regarding key outputs and outcomes from their projects within 45 days of the final approvals from NEPA. Federal Program Officers will provide guidance on the format and content of these baseline plans and details for this activity.

14. Department of Commerce Financial Assistance Standard Terms and Conditions Section B.06 Indirect or Facilities and Administrative Costs:

NIST will reimburse the Recipient for indirect or F&A costs in accordance with 2 C.F.R. § 200.414 and Section B.06. of the Department of Commerce Financial Assistance Standard Terms and Condition, dated November 12, 2020.

If an indirect cost rate has not been established, and NIST is identified as the cognizant agency for indirect costs in accordance with 2 C.F.R. § 200.1, "Cognizant agency for indirect costs," within 90 calendar days of the award start date, the Recipient must electronically submit to gmdaudit@nist.gov the documentation (indirect cost rate proposal, cost allocation plan, etc.) necessary to allow NIST to perform an indirect cost rate proposal review. Organizations that have previously established indirect cost rates with NIST must submit a new indirect cost rate proposal for indirect costs within six months after the end of the organization's fiscal year.

If your submission includes Personally Identifiable Information (PII) or Business Identifiable Information (BII), please send an email to gmdaudit@nist.gov to request a secure link.

The requirements for determining the relevant cognizant agency and for developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in 2 C.F.R. § 200.414 and in Appendices III-VII to 2 C.F.R. Part 200. For additional guidance on preparing indirect cost proposals, please review the Department of Labor's Guide for Indirect Cost Determination at: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>. Section I.B and I.C lists the various types of indirect cost rates and the circumstances under which such rates would apply. The guide also addresses common indirect cost problems and contains useful FAQs.

15. Unfunded Grant Actions Mailbox (UGAM):

Requests for unfunded award actions, which include, but are not limited to, requests for no-cost extension, change in key personnel, change in scope of work, budget revisions, award transfer, and novation, must be submitted to: UGAM@nist.gov, within the prescribed timeframes identified in the terms and conditions of the award.

NIST Financial Assistance Award Number: 28-08-I2207T
Amendment: NEW
Recipient: Mississippi Department of Finance & Administration

20. Federal and Non-Federal Cost Sharing:

Pursuant to this award, NIST hereby approves the voluntary committed non-federal cost share in the amount of \$3,632,925.84 per the proposal's budget on the part of the recipient and becomes a binding requirement under subject award (*see* definition of "voluntary committed cost sharing" in 2 C.F.R. 200.1). The cost sharing ratio for this award is 90% Federal share and 10% Non-Federal share. See 2 CFR §200.306 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section B.03 for the treatment of cost sharing.

21. Subrecipient Monitoring Plan:

The Recipient is required to adhere to the subrecipient monitoring and management standards set forth in 2 CFR §§ 200.331-200.333 and in Department of Commerce Standard Terms and Conditions, Section F.03 (November 12, 2020). Within 30 calendar days of the award start date, the Recipient must submit a subrecipient monitoring plan, sufficient in form and substance to NTIA and to the NIST Grants Officer, that satisfies the requirements contained in 2 CFR § 200.332. The subrecipient monitoring plan must be timely submitted to the NIST Grants Office via UGAM@nist.gov.

22. Acknowledgment of Award Transfer:

NIST acknowledges the transfer of Award Number 28-08-I2207 from the State of Mississippi (Public Utilities Staff) to the State of Mississippi Department of Finance and Administration effective as of August 1, 2022, pursuant to the Award Transfer Agreement between the parties dated July 12, 2022. As a condition of this award transfer, the State of Mississippi Department of Finance and Administration hereby agrees to accept and assume all rights, duties and obligations of the subject award. Additionally, NIST's acknowledgement of the award transfer does not preclude the use of any other method available to the Grants Officer to resolve any other issues related to the transfer of this award, including the treatment of award costs.

23. Approval of Unfunded Actions:

This award hereby approves 1) descoping of census blocks to eliminate duplication of funding in accordance with Specific Award Conditions (SAC) #17 No Duplication of Funding and #18 No Overbuilds with Federal Funding; 2) reprogramming of funds; 3) 6-month extension request for environmental assessments; and 4) request to separate projects for environmental assessments.

End of Specific Award Conditions

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3. Land, Easements, and Rights of Way

The Recipient must disclose all encumbrances to NIST. NIST will not accept any encumbrance that interferes with the construction, intended use, operation, or maintenance of the project during its estimated useful life.

4. Eminent Domain

In accordance with Executive Order 13406, "*Protecting the Property Rights of the American People*" (June 28, 2006), the Recipient agrees:

- (a) Not to use any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties;
- (b) 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 Project for such purposes; and
- (c) Any use of the power of eminent domain to acquire land, easements or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without prior written consent of NIST constitutes an unauthorized activity and/or use of funds under the award and subjects the recipient to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

5. Inspection and Testing of Materials

The Recipient 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. The Recipient shall ensure that documentation of same is cataloged and retained.

6. Energy Efficiency

The Recipient shall apply, where feasible, sustainable, and energy efficient, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction.

7. Requirements During Construction

During construction, the Recipient is responsible for:

- (a) Ensuring project completion in accordance with approved plans and specifications;
- (b) Monitoring project progress and reporting progress to NTIA and NIST;
- (c) Providing for required construction permits and adequate construction inspection;
- (d) Promptly paying costs incurred for the project purposes; and
- (e) Monitoring contractors' compliance with Federal, State, and local requirements.

8. Recipient and Contractor Compliance with Applicable Requirements

The Recipient shall comply, and must require each subrecipient or contractor, including lower tier subrecipients or subcontractors, to comply with all applicable Federal, state, and

- Purchase or lease of equipment, or entering into binding contracts to do so;
- Purchase of applicable or conditional insurance; and/or
- Funds used to secure land or building leases, including right-of-way easements.

6-Month Expenditure Plan: While this term is in effect, the Recipient shall submit, in advance of any drawdowns of funds from ASAP, a 6-month expenditure plan that presents the proposed planning and design activities and limited, preliminary procurement activities and costs. The 6-month expenditure plan will be submitted electronically to the Grants Officer, who will consult the Federal Program Officer and the Environmental Program Officer to ensure that the proposed activities and expenditures are reasonable and necessary in the context of environmental compliance. The Recipient must submit the 6-month expenditure plan via UGAM@nist.gov. The Grants Officer must approve the 6-month expenditure plan in writing prior to the recipient drawing down federal award funds through ASAP.

The allowable use of preliminary procurement funds is limited; must not result in an irrevocable commitment of resources; and is only allowed after inclusion in and approval of a revised 6-month expenditure plan. All contracts must contain early termination clauses with termination costs clearly specified. All equipment purchased or leased in advance of project implementation and before issuance of the decision document and completion of applicable consultations must be stored in locations other than the proposed project site and where there will be no impact to the environment, human health, or cultural resources (in most cases, this means equipment must be stored in existing warehouses). Under no circumstances will grant funds be drawn down for clearing or excavating land, or demolition or construction of buildings or towers, before all environmental SACs are completed and cleared. This limited, preliminary allowable use of funds for purchases and leases is designed for recipient flexibility and to streamline preparation for project implementation simultaneously during environmental review and conducting of consultations; the clause, and all applicable restrictions, is lifted once the decision document and applicable consultations are complete and approved.

Once the environmental review has been completed, NTIA will review all documentation and determine whether the review sufficiently addresses all resource areas and whether the project may qualify for approval decision. Projects found to have significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated. The Recipient is required to provide any information requested by NTIA to ensure both initial and ongoing compliance with environmental and historic preservation laws, regulations, and best practices. The Recipient shall notify NTIA within 24 hours upon receipt of any notices of foreclosure; notices for continuing consultation received from the SHPO, Tribal Historic Preservation Office (THPO), USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

Any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts must be brought to the attention of NTIA and will be re-evaluated for compliance with applicable regulatory requirements.

6-Month Expenditure Plan: While this term is in effect, the Recipient shall submit, in advance of any drawdowns of funds from ASAP, a 6-month expenditure plan that presents the proposed planning and design activities and limited, preliminary procurement activities and costs. The 6-month expenditure plan will be submitted electronically to the Grants Officer, who will consult the Federal Program Officer and the Environmental Program Officer to ensure that the proposed activities and expenditures are reasonable and necessary in the context of environmental compliance. The Recipient must submit the 6-month expenditure plan via UGAM@nist.gov. The Grants Officer must approve the 6-month expenditure plan in writing prior to the recipient drawing down federal award funds through ASAP.

The allowable use of preliminary procurement funds is limited; must not result in an irrevocable commitment of resources; and is only allowed after inclusion in and approval of a revised 6-month expenditure plan. All contracts must contain early termination clauses with termination costs clearly specified. All equipment purchased or leased in advance of project implementation and before completion of applicable consultations must be stored in locations other than the proposed project site and where there will be no impact to the environment, human health, or cultural resources (in most cases, this means equipment must be stored in existing warehouses). Under no circumstances will grant funds be drawn down for clearing or excavating land, or demolition or construction of buildings or towers, before all environmental SACs are completed and cleared. This limited, preliminary allowable use of funds for purchases and leases is designed for recipient flexibility and to streamline preparation for project implementation simultaneously during consultations; the clause, and all applicable restrictions, is lifted once the applicable consultations are complete, and decision document is issued.

Once the consultation activities have been completed, NTIA will review all documentation and determine whether the consultation activities sufficiently address historical and/or cultural resource impacts. Projects found to have significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated. The Recipient is required to provide any information requested by NTIA to ensure both initial and ongoing compliance with environmental and historic preservation laws, regulations, and best practices. The Recipient shall notify NTIA within 24 hours upon receipt of any notices of foreclosure; notices for continuing consultation received from the SHPO, Tribal Historic Preservation Officer (THPO), or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

For all ground disturbing activities that occur during project implementation in the vicinity of known archaeological sites or suspected or known burials, the Recipient must ensure that an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitors ground disturbance, and if any potential archeological resources or buried human remains are discovered, then the Recipient must immediately cease construction in that area and notify NTIA and the interested SHPO, THPO, and tribes. Such construction activities may then only continue with the written approval of NTIA.

15. Prohibition on Use for Covered Communications Equipment or Services

A Recipient or subrecipient may not use grant funds received under the BIP to purchase or support any covered communications equipment or service (as defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608)). *See also* 2 C.F.R. 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment), which also applies to this award.

16. Prevention of Waste, Fraud, and Abuse

Consistent with statutory requirements in Section 905(e)(5) of the Consolidated Appropriations Act, 2021, and the principles in 2 CFR part 200, at any time(s) during the grant period of performance, NTIA may direct a Recipient's key personnel to take a Government-provided training on preventing waste, fraud and abuse. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-recipients (for financial matters and/or general oversight related to the grant). NTIA will provide instructions on when and how to take such training(s), and costs incurred by a Recipient relative to the training (*e.g.*, staff time) are eligible for reimbursement pursuant to the NTIA award.

Further, recipients must monitor award activities for common fraud schemes, including but not limited to:

- false claims for materials and labor;
- bribes related to the acquisition of materials and labor;
- product substitution;
- mismarking or mislabeling on products and materials; and
- time and materials overcharging.

Should a Recipient detect any fraud schemes or any other suspicious activity, the grant recipient must contact its assigned NTIA Federal Program Officer and the Department of Commerce, Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible. Additionally, in accordance with 2 CFR § 200.113, an applicant or recipient must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award are required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in Section 200.339. (*See also* 2 CFR Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

17. Protection of Whistleblowers

The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).