

**SAMPLE
SUBJECT TO REVIEW/UPDATE**

**Subaward Agreement No.: [INSERT]
Subrecipient: [INSERT]**

**Attachment A
Scope of Work**

Project Name: [INSERT]

The following Project description will define the minimum scope of work to be completed in accordance with the Agreement.

| | |
|--|----------|
| Number of Anchor Institutions to be Served | [INSERT] |
| Number of Interconnection Points to be Placed | [INSERT] |
| Number of Interconnection Points to be Placed in Census Blocks that are More Than 50% Unserved | [INSERT] |
| Number of Interconnection Points to be Placed in Census Blocks that are More Than 80% Unserved | [INSERT] |
| Number of Route Miles to be Constructed | [INSERT] |
| Number of Fiber Strands to be Constructed for Each Route Mile | [INSERT] |
| Number of Route Miles to be Leased | [INSERT] |
| Number of Fiber Strands to be Leased for Each Route Mile | [INSERT] |

[INSERT PROJECT DESCRIPTION]

[INSERT PROJECT MAP]

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**Attachment B
Project Budget**

Project Name: [INSERT]

| Budget Category | Total Cost | Grant Amount | Match Amount |
|---------------------------|------------|--------------|--------------|
| Engineering/Design | [INSERT] | [INSERT] | [INSERT] |
| Permitting | [INSERT] | [INSERT] | [INSERT] |
| Make-Ready Costs | [INSERT] | [INSERT] | [INSERT] |
| | | | |
| Construction/Installation | [INSERT] | [INSERT] | [INSERT] |
| <i>Or</i> | | | |
| Materials | [INSERT] | [INSERT] | [INSERT] |
| Labor | [INSERT] | [INSERT] | [INSERT] |
| | | | |
| Other | [INSERT] | [INSERT] | [INSERT] |
| TOTAL | [INSERT] | [INSERT] | [INSERT] |

| Funding Source | Amount |
|---|----------|
| Grant Amount (not to exceed \$30,000,000) | [INSERT] |
| Match Amount | [INSERT] |
| Total Project Cost | [INSERT] |

**Subaward Agreement No.: [INSERT]
Subrecipient: [INSERT]**

**Attachment C
Reporting and Closeout Obligations**

Project Name: [INSERT]

In accordance with Section 12 of the Agreement (Reporting), the Subrecipient shall provide any information about the Project requested by the Department necessary to support compliance by the Department and the State of Alabama with any reporting, audit, or informational obligations required by the conditions of the ARPA funds delegated to the Department. The Subrecipient shall report to the Department on the progressive completion of the Project in accordance with this Attachment, the Program Guide, and such other requirements as may be established by the Treasury and the Department. These requirements are subject to change and are regularly updated. The Subrecipient is responsible for complying with the most current reporting and closeout obligations at the time of submission. In the event of any discrepancy between the reporting and closeout obligations described in this Attachment and any updated requirements established by the Treasury or the Department, the updated requirements shall control.

The Subrecipient shall submit each report by the deadline established by the Department and in the format established by the Department, including through the completion of Department-provided templates. Such reports shall include: (a) an Initial Project Report collecting planned Project information; (b) Quarterly Project and Expenditure Reports collecting information on Project status, obligations/expenditures, and other performance indicators; (c) a Closeout Report demonstrating successful Project completion and operations in compliance with the Agreement; and (d) any other Project reporting requirements established by the Treasury and the Department, and any updates thereto. The Subrecipient shall submit all reports to the Department by email at broadband.fund@adeca.alabama.gov or such other means as may be designated by the Department, including an online portal.

The Subrecipient understands and agrees that the information it reports to the Department under this Agreement will be disclosed to Treasury as required by the conditions of the ARPA funds delegated to the Department and may be publicly disclosed in accordance with federal and state law. The Subrecipient further understands and agrees that its ongoing compliance with all reporting and closeout obligations is a condition for the receipt of each progress payment of the Grant Amount under the Agreement. The Subrecipient will be required to provide both planned information about the Project as well as actual information once the Project is completed. The Subrecipient must maintain sufficient records to substantiate the information reported to the Department and such records must be provided to the Treasury or the Department upon request.

The Subrecipient understands and agrees that all reports are subject to Department review and the Department may request additional information. Upon request, the Subrecipient will provide access to its facilities, including but not limited to interconnection points and cable plant, for authorized Treasury/Department personnel to verify Project status/testing and for other purposes related to Project monitoring and reporting. The Department may request and/or perform

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additional testing to verify data reported by the Subrecipient. The Department's receipt and use of reports submitted by the Subrecipient shall not constitute approval of the information submitted by the Subrecipient or of the procedures used in creating the reports. The Department assumes no liability for any damages arising out of or in any way connected with the receipt and use of the Subrecipient's reports, and the Department shall have the right to recoup any repayments of ARPA funds attributable to the Subrecipient's failure to provide accurate and complete reports, or otherwise comply with the obligations stated herein, in accordance with the Agreement.

In accordance with federal law, the reporting and closeout obligations may be modified by the Department as part of its subrecipient risk assessment and monitoring.

**Subaward Agreement No.: [INSERT]
Subrecipient: [INSERT]**

**Attachment D
Certifications and Assurances**

Project Name: [INSERT]

1. The Subrecipient certifies that it is eligible for this subaward under federal, state, and local law.
2. The Subrecipient certifies that it is a cooperative, corporation, limited liability company, partnership, non-profit, other private business entity, or unit of government that provides middle-mile, last-mile, or anchor institution broadband services, or a consortium or other collaborative entity eligible to apply for this subaward.
3. The Subrecipient certifies that the Project will result in the deployment of fiber optic infrastructure that is designed to provide:
 - (a) At least one service offering that is capable of delivering broadband services that reliably meet or exceed symmetrical download and upload speeds of 1 gigabit per second (1/1 Gbps) to anchor institutions with an identified need; and
 - (b) Middle-mile broadband services that can support last-mile broadband services that reliably meet or exceed symmetrical download and upload speeds of 100 megabits per second (100/100 Mbps).

The Subrecipient further certifies that it will provide the service tiers committed to in the Application as described in the Application for the Project.

4. The Subrecipient certifies that the Project will be capable of providing middle-mile broadband service to support last-mile broadband services in unserved areas of Alabama, as defined in the Application Guide.
5. The Subrecipient certifies that the Project will meet industry standards for network design, construction, maintenance, and service, including the Fiber Construction Standards set forth in Appendix A of the Program Guide.
6. The Subrecipient certifies that it has the technical, managerial, and financial capabilities to complete the Project within the Term specified in the Agreement. The Subrecipient further certifies that it will complete the Project within the Term specified in the Agreement, including any Term extension.
7. The Subrecipient certifies that, to the extent it provides service to households using AIMM-supported broadband infrastructure, it will, for as long as the AIMM-supported broadband infrastructure is in use, either participate in the Federal Communications Commission's Affordable Connectivity Program ("ACP") through the lifetime of the ACP or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households

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commensurate with those provided under the ACP through the lifetime of the ACP upon Project completion. The Subrecipient further certifies that, to the extent it enters into agreements with last-mile service providers to use its AIMM-supported broadband infrastructure to provide service to households, it will require such service providers, for as long as they use AIMM-supported broadband infrastructure, to either participate in the ACP through the lifetime of the ACP or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP through the lifetime of the ACP upon Project completion.

8. The Subrecipient certifies that the Grant Amount will not be used to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications and video surveillance services or equipment as a substantial or essential component of any system, or as critical technology as part of any system, as described in 2 C.F.R. §§ 200.216, 200.471.
9. The Subrecipient certifies that it will submit a written certification to the Department that the Project reached completion by the end of the Term. The Subrecipient further certifies that it will submit all final invoices and other required documentation, demonstrating compliance with the Agreement and all reporting obligations, within thirty (30) calendar days of the submission of the Project completion certification or such other period as the Department may establish consistent with federal law.
10. The Subrecipient certifies that it will provide any information about the Project requested by the Department necessary to support compliance by the Department and the State of Alabama with any reporting, audit, or informational obligations required by the conditions of the ARPA funds delegated to the Department.
11. The Subrecipient certifies that it will comply with all applicable debarment and suspension provisions set forth in 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19. The Subrecipient further certifies that it will require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions in accordance with 2 C.F.R. § 180.300. The Subrecipient further certifies that neither it nor its principals nor any of its contractors, subcontractors, or affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Alabama. The Subrecipient further certifies that it has verified and will verify the debarment and suspension status for all contractors and subcontractors receiving funds under the Agreement and shall be solely responsible for any recoupments or penalties that might arise from noncompliance.
12. The Subrecipient certifies, to the best of its knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

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Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- 13. The Subrecipient certifies that it will comply with all applicable provisions of Title V, Subtitle D of Pub. L. No. 100-690 or Pub. L. No. 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, and 31 C.F.R. Part 20.
- 14. The Subrecipient certifies that it will comply with all applicable provisions of 2 C.F.R. Part 25, including the award term set forth in Appendix A to 2 C.F.R. Part 25. The Subrecipient further certifies that it obtained a Unique Entity Identifier (“UEI”) from the federal System for Award Management (“SAM”) and provided its UEI to the Department as part of the Application. The Subrecipient further certifies that it will maintain an active and current SAM registration with all required information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The Subrecipient further certifies that it will review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate, and complete.
- 15. The Subrecipient certifies that it will comply with all applicable provisions of 2 C.F.R. Part 170, including the award term set forth in Appendix A to 2 C.F.R. Part 170. Subject to any exceptions, the Subrecipient will have the necessary processes and systems in place to comply with any applicable reporting requirements.
- 16. The Subrecipient certifies that it will disclose, in a timely manner, in writing to the Treasury or the Department all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The Subrecipient further certifies that it will comply with all applicable provisions of 2 C.F.R. Part 200, Appendix XII.

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17. The Subrecipient certifies that it will comply with all applicable federal, state, and local laws related to nondiscrimination and provide all required assurances. Such laws include, but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., and Treasury’s implementing regulations, 31 C.F.R. Part 22;
 - (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794;
 - (c) Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., and Treasury’s implementing regulations, 31 C.F.R. Part 28;
 - (d) Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., and Treasury’s implementing regulations, 31 C.F.R. Part 23; and
 - (e) Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
18. The Subrecipient certifies that, to the extent it is a last-mile broadband service provider, it has submitted, within the one-year period preceding the awarding of the subaward, its broadband service availability information to Alabama’s broadband mapping program. If applicable, the Subrecipient further certifies that it will continue to participate in Alabama’s broadband mapping program throughout the entire Project period by providing accurate, complete, and timely responses to mapping data requests from the Department or its contractors.

| Certification | |
|--|-------|
| I, the undersigned, am authorized to obligate my entity and enter into agreements for my organization. I further understand that, if the information provided by my organization to the Department is materially false or my organization fails to comply with the Agreement or complete the Project within the Term, the Department may revoke this Agreement in its entirety and suspend, rescind, and/or recoup payments of the Grant Amount in accordance with this Agreement. To the best of my knowledge, all of the above certifications and assurances are true and correct. | |
| Signature of Subrecipient: | Date: |
| Title: | |

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Disclaimer

This project is being supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury.