

**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 Households to be Served	[INSERT]
Number of Businesses to be Served	[INSERT]
Number of Community Anchors to be Served	[INSERT]
Number of Route Miles to Be Constructed	[INSERT]

[INSERT PROJECT DESCRIPTION]

[INSERT PROJECT MAP]

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

**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]
TOTAL	[INSERT]	[INSERT]	[INSERT]

Funding Source	Amount
Grant Amount (not to exceed \$5,000,000)	[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 11 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 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 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 compliance with all reporting and closeout obligations is a condition for the receipt 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 shall complete and submit reports using an online portal designated by the Department or such other means as may be designated by the Department. Unless otherwise defined in the Agreement, all terms herein have the same meanings as used by the Treasury in its *Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Project and Expenditure Report User Guide*, or other materials governing reporting about funds distributed from the ARPA, including the Alabama Capital Projects Fund Phase 2 (“CPF”). 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.

I. INITIAL PROJECT REPORT AND QUARTERLY PROJECT AND EXPENDITURE REPORT

The Subrecipient shall submit an **Initial Project Report** to the Department when **executing the Agreement**. The Subrecipient also shall submit a **Quarterly Project and Expenditure Report** to the Department no later than **10 calendar days** after the last day of each calendar quarter. The Subrecipient understands that the data from its Initial Project Report and Quarterly Project and

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Expenditure Reports are necessary for the State of Alabama to submit its quarterly Project and Expenditure Reports pursuant to Treasury rules. Note that some reporting elements request “cumulative” data, defined as the period from the start of the Project to the end of the current period.

The Initial Project Report and Quarterly Project and Expenditure Report shall include the following information, as may be updated by the Treasury and the Department:

- **Project Information/Status**

- Provide the status of the Project (Not Started, Less than 50% complete, More than 50% complete, or Completed)
 - For projects with a status of “Not Started,” provide the following:
 - Projected construction start date
 - Projected construction completion date
 - Projected initiation of operations date
 - For projects with a status of “Less than 50% complete” or “More than 50% complete,” provide the following:
 - Actual construction start date
 - Projected construction completion date
 - Projected initiation of operations date
 - For projects with a status of “Complete,” provide the following:
 - Actual construction completion date
 - Indicate whether operations have been initiated (Yes or No)
 - If Yes, provide the date operations were initiated
 - If No, provide a brief explanation for why operations have not been initiated
- Indicate whether CPF funding is being used in conjunction with other federal funding for the Project (Yes or No)
 - If Yes, provide the Program Name and Assistance Listing number of the other program(s) providing federal funding and the amount of the other federal funding obligated (by Assistance Listing)
 - If Yes, indicate whether the other federal funding is subject to the requirements of the Davis-Bacon Act (Yes or No)
- Provide the total amount of CPF funding budgeted for the Project
- Provide the total amount budgeted for the Project from all funding sources, including but not limited to non-CPF federal funding sources and private funding sources
- Description of any required permitting and licenses for the Project and the status of such permitting and licensing

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- If applicable, provide information regarding the Subrecipient’s status as a Minority Business Enterprise (“MBE”) or Disadvantaged Business Enterprise (“DBE”) as well as the Subrecipient’s engagement of vendors or subcontractors that are MBEs or DBEs
- If applicable, provide additional information regarding the Subrecipient’s progress on other program priorities (e.g., community support projects)
- **Obligations and Expenditures**
 - Current period obligations¹
 - Cumulative obligations
 - Current period expenditures²
 - Cumulative expenditures
 - Brief description of the major activities on which funds were expended during the reporting period
- **Labor Practices (for projects receiving \$5 million in CPF funding)**
 - Indicate whether the Subrecipient intends to certify that all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (the Davis-Bacon Act), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed (Yes or No)
 - If No, provide the following Project Employment and Local Impact Report information:
 - Number of employees of contractors and subcontractors working on the Project
 - Number of employees on the Project hired directly
 - Number of employees on the Project hired through a third party
 - Wages and benefits of workers on the Project by classification
 - Indicate whether any of the wages are at rates less than those prevailing (Yes or No)
 - Indicate whether the Subrecipient intends to certify that the Project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)) (Yes or No)
 - If No, provide the following Project Workforce Continuity Plan information:

¹ “Obligations” are “orders placed for property and services, contracts and subawards made, and similar transactions that require payment.” Treasury, *Coronavirus Capital Projects Fund Compliance and Reporting Guidance*, 19 (June 2023).

² “Expenditures” are “the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).” *Id.* at 18.

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- How will the Subrecipient ensure that the Project has access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups?
- How will the Subrecipient minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project?
- How will the Subrecipient provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?
- Will workers on the Project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market?
- Does the Project have a completed project labor agreement? (Yes or No)
- Indicate whether the Subrecipient will prioritize local hires for the Project (Yes or No)
- Indicate whether the Project has a Community Benefit Agreement (Yes or No)
 - If Yes, provide a description of the Community Benefit Agreement
- **Project Performance Indicators and Project Data**
 - Indicate the Project technology type (planned/actual) (e.g., fiber, cable, fixed wireless)
 - Provide the total miles of fiber planned for deployment by the Project
 - For completed projects, provide the total miles of fiber actually deployed by the Project
 - Provide the total number of locations planned to be served by the Project
 - For completed projects, provide the total number of locations actually served by the Project
 - Provide the total number of funded locations, broken out by speeds:
 - Total number of locations served receiving less than 25/3 Mbps pre-CPF investment (planned)
 - Total number of locations served receiving 25/3 Mbps or greater but less than 100/20 Mbps pre-CPF investment (planned)
 - Total number of locations served receiving at least 100/100 Mbps post-CPF investment (planned/actual)
 - Provide the total number of funded locations, broken out by type:
 - Residential (including total housing units) (planned/actual)
 - Business (planned/actual)
 - Community Anchor Institution (planned/actual)

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- For completed projects, provide the speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service
- Provide location specific information for the Project:
 - Latitude for the location to which service will be installed
 - Longitude for the location to which service will be installed
 - Corresponding site specific Fabric ID Number from the FCC Broadband Serviceable Location Fabric for the location
 - FCC-Issued Provider ID Number
 - Type of technology used to offer service at location (fiber, cable, fixed wireless)
 - Location type:
 - Residential (including housing units at location)
 - Business
 - Community Anchor Institution
 - Service speed at the location pre-CPF investment:
 - Below 25/3 Mbps
 - 25/3 Mbps or greater but less than 100/20 Mbps
 - Service speed and latency at the location post-CPF investment³:
 - Maximum download speed offered/advertised
 - Maximum download speed delivered
 - Maximum upload speed offered/advertised
 - Maximum upload speed delivered
 - Latency
- If applicable, indicate whether the Subrecipient is participating in the Affordable Connectivity Program (“ACP”) established by the FCC or any successor affordability program designated by the FCC or Treasury (Yes or No)

II. ANNUAL PERFORMANCE REPORT

The Subrecipient shall submit an **Annual Performance Report** to the Department no later than **July 10th** of each year of the Project. The Subrecipient understands that the data from the Annual Performance Reports are necessary for the State of Alabama to submit its annual Performance

³ Speed and latency data reported must be consistent with the compliance standards and testing protocols for speed and latency adopted by the Treasury and established by the FCC in multiple contexts, including the Connect America Fund and Rural Digital Opportunity Fund. *See, e.g., Connect America Fund*, WC Docket No. 10-90, Order, 33 FCC Rcd 6509 (WCB/WTB/OET 2018); *Connect America Fund*, Order on Reconsideration, WC Docket No. 10-90, 34 FCC Rcd 10109 (2019).

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Reports pursuant to Treasury rules. Unless otherwise specified, the report shall cover the immediately preceding year.

The Annual Performance Report shall include the following information, as may be updated by the Treasury and the Department:

- **Executive Summary**
 - High-level overview of the Subrecipient's costs and progress made during the reporting period toward Project objectives
 - Description of key outcomes and any noteworthy challenges or opportunities identified during the reporting period
- **Project Status**
 - Discussion of activities implemented over the reporting period, including summaries of key milestones achieved, outputs produced, and outcomes achieved
 - Any narratives about individuals/households benefitting from CPF funds, including information about methods used for collecting and measuring success
 - Summary of customer participation in low-income subsidy programs, including ACP (if applicable), and indicators of Subrecipient service affordability, such as rates of arrearages and disconnections for nonpayment
 - If applicable, discussion of any Project network service outages during the covered period, including:
 - Location of the outage
 - Total duration of the outage (i.e., time from initial outage to full service restoration)
 - Estimated number of customers impacted by the outage;
 - Whether any public safety functions were impacted by the outage
 - Confirmation that the Subrecipient met its obligations under any service level agreement(s) for response, repair, and service credits
 - Description of any notable challenges and the status of each challenge
 - Overview and outcomes of costs incurred to support bringing the Project into full use (e.g., focused advertising to increase broadband subscriptions in high-need communities, community engagement to support successful operations, etc.)
 - Activities planned for the next reporting period
- **Promoting Equitable Outcomes and Addressing Critical Needs**
 - Description of any historically underserved, marginalized, or adversely affected groups, including those living in rural areas and/or high-poverty areas, that the Project is designed to serve

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- Discussion of how equal and practicable was the ability of members of these communities, including households, businesses, and other organizations, to become aware of the services offered by the Project
- Summary of the progress made toward addressing critical needs identified in targeted communities, such as closing service gaps, reaching universal levels of service, or community support projects, along with a description of the methods used to quantify and qualify Project outcomes
- **Labor Practices**
 - Description of workforce practices, including how the Project is using strong labor standards to promote effective and efficient delivery of high-quality infrastructure and support economic recovery through employment opportunities for workers
 - Report on whether any of the following practices are being utilized for the Project: project labor agreements, community benefits agreements, prevailing wage requirements, and/or local hiring
- **Community Engagement**
 - Summary of any community engagement efforts and activities that occurred with or in communities served by the Project, including information about the types of organizations and, where possible, names of organizations and communities engaged with to support the implementation and operations of the Project
 - Description of any outreach, advertising, and translation activities and services deployed to reach communities the Project is designed to serve
 - Description of any languages used in community outreach efforts and materials for people with limited English proficiency, and other approaches taken to solicit feedback from underserved communities
 - If relevant, report on efforts to build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, populations with limited English proficiency, and other traditionally unserved or underserved groups
 - Overview of any feedback received from communities, organizations, and subscribers regarding the Project and any plans to address feedback received during Project construction/implementation
 - Outline any plans to sustain, improve, and/or grow Subrecipient community engagement efforts in the next year
- **Real Property Status**
 - Report on the status of any real property acquired or improved for the Project under the federal award in which the federal government retains an interest, in accordance with 2 C.F.R. § 200.330
- **Civil Rights Compliance**
 - Narratives and assurances regarding Subrecipient compliance with civil rights laws, as may be established by Treasury

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III. CLOSEOUT OBLIGATIONS AND REPORTING

The Subrecipient shall submit a final **Closeout Report** to the Department following Project completion, which will be subject to Department review before Grant Amount funds are released.

The Closeout Report shall include the following information, as may be updated by the Treasury and the Department:

- **Final Quarterly Project and Expenditure Report**
- **“As-built” technical documentation**, certified by a licensed Professional Engineer, that verifies Project completion and demonstrates that the deployed infrastructure, service area, and equipment match those in the Agreement and are capable of delivering the minimum proposed speeds as described in the Application and the Agreement consistently to all potential customers in the Project area. The Subrecipient shall perform field markups of engineering/as-built drawings during construction or repairs. All such documentation shall be provided to the Department and any designated engineering personnel so that the Department’s as-built documentation may be accurately maintained. The Subrecipient must identify any differences between the network design in the Application and the Agreement and the “as-builts,” and explain the reasons for the differences and any impacts or changes to the Project Budget in the Agreement as a result of these differences. The Subrecipient must also validate the performance characteristics of any deployed infrastructure and equipment that differs from the specifications in the Application and Agreement.
 - As applicable, the as-built drawings, documentation, and GIS data shall identify the location of any underground plant attributes on the engineering drawings. For all handholes, provide precise latitudinal and longitudinal coordinates and offset measurements (relative to the edge of the pavement, curb, landmarks, etc.). For underground conduit, provide depth and offset measurements validated at intervals of no greater than 50 feet.
 - As applicable, the as-built drawings, documentation, and GIS data shall identify any aerial plant attributes necessary to validate that all cable attachment heights adhere to the applicable pole attachment agreement and licenses as well as ensuring that the installation has followed the engineering drawings. Sequential cable footages shall be documented for all fiber optic cable installed. These footage markings shall be documented at the “beginning” and “ending” points for each pole, handhole, and slack loop throughout the entirety of the cable segment.
 - As applicable, the as-built drawings, documentation, and GIS data shall identify any wireless network attributes necessary to validate that the network adheres to the design. These attributes include base station locations, antenna heights, make and model of base station equipment, antenna gain, frequency bands used, RF signal maps in GIS format in each frequency band, locations able to be served, backhaul configuration, and calculations of available upstream and downstream capacity taking into account line-of-sight and oversubscription.

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- All redlines and as-builts should be provided to the Department in electronic formats, as applicable to each type of deliverable (CAD, PDF, GIS files, etc.).
- **Service information** for the addresses within the Project area, which will include:
 - A GIS shapefile using polygons (no lines or points), which includes all address locations in the Project service area
 - A table that includes the service tiers offered to each type of consumer (residential, business, community anchor, and any other distinct consumer groups with their own service tier offerings), by offered download and upload speeds, including any data caps, other service details, and the non-promotional pricing offered in each tier
- **Map update information:** After receiving the GIS shapefile of the Project service area, the Department will provide a list of addresses within the Project area to the Subrecipient. Similar to the requests for Alabama Broadband Map data, the Subrecipient will provide the following for each address within 10 business days of receipt of addresses:
 - Whether the address is business or residential
 - Maximum download speed in Mbps
 - Maximum upload speed in Mbps
 - Technology of transmission, as defined by the FCC⁴
 - A list of addresses (with corresponding latitude and longitude) within the Subrecipient's Project area that were not included in the addresses provided by the Department
- **Performance Testing:** The Subrecipient will conduct performance testing and submit test results to the Department according to the following process:
 - The Department will select locations within the Subrecipient's Project area for performance testing
 - The Subrecipient will conduct speed and latency tests for each location selected by the Department
 - Tests will be conducted, at a minimum, once per hour from 6:00 PM to 12:00 AM, for a minimum total of six tests per location
 - Tests will be conducted from the premises of the selected active subscribers to a remote test server located at, or reached by passing through, an FCC-designated Internet exchange point (IXP), which is any building, facility, or location housing a public Internet gateway that has an active interface to a qualifying Internet Autonomous System (ASN)⁵

⁴ More information on technology of transmission codes can be found on the FCC's website at <https://www.fcc.gov/general/technology-codes-used-fixed-broadband-deployment-data>.

⁵ More information about acceptable test paths and remote server locations is available at <https://www.usac.org/wp-content/uploads/high-cost/documents/Tools/PMM-Test-Paths-and-Remote-Server-Locations-1.pdf>. Qualifying ASNs are listed in Appendix B of *Connect America Fund*, WC Docket No. 10-19, Order on Reconsideration, 34 FCC Red 10109 (2019), which can be found at <https://docs.fcc.gov/public/attachments/FCC-19-104A1.pdf>.

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- The Subrecipient must notify the Department verbally or in writing of the completion of testing on the same day testing is completed. The Subrecipient must submit test results to the Department as soon as possible, but no later than three calendar days after testing is completed.
- Test results must conform to the following Performance Testing Specifications:
 - At least 80% of the speed test results must be at a minimum of 80% of the speed tiers committed to in the Agreement for upload and download
 - At least 95% of latency measurements must be at or below 100 milliseconds round-trip time
 - If none of the locations selected by the Department subscribes to a top-tier speed offering, the Subrecipient will include testing at a location that does subscribe to a top-tier speed offering. If there are no locations within the Project area that subscribe to the top-tier service offering, the Subrecipient will upgrade one of the locations selected by the Department temporarily to allow for testing at the top-tier speed.
- **Completed final reimbursement request:** The Subrecipient must identify any differences between the Grant Amount in the Agreement and the final reimbursement request. The Subrecipient must explain the reasons for the differences and the impacts or changes to the Project Budget as a result of these differences, which will be subject to Department review. The Subrecipient may not request reimbursement that exceeds the Grant Amount specified in the Agreement or any amendment to the Agreement.
- **Completed reimbursement request supporting documentation summary,** which describes the documentation supporting all eligible expenses to be reimbursed for each budget category for the Project.

IV. REPORT REVIEW

The Subrecipient understands and agrees that all reports are subject to Department review and the Department may request additional information. Upon request, the Subrecipient shall provide access to its facilities to Department-authorized personnel to verify Project status and for other purposes related to Project monitoring and reporting. The Department may request and/or perform 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.

**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 broadband services.
3. The Subrecipient certifies that any area to be served as a result of the Project qualifies as a Rural Area under the Alabama Broadband Accessibility Act or is otherwise eligible for support under the Alabama Broadband Accessibility Act.
4. The Subrecipient certifies that any area to be served as a result of the Project qualifies as an Unserved Area under the Alabama Broadband Accessibility Act or is otherwise eligible for support under the Alabama Broadband Accessibility Act.
5. The Subrecipient certifies that any customer to be served as a result of the Project qualifies as an End User under the Alabama Broadband Accessibility Act or is otherwise eligible for supported service under the Alabama Broadband Accessibility Act.
6. The Subrecipient certifies that all customers to be served as a result of the Project will have access to an internet connection and at least one service offering that is capable of delivering broadband internet access service that reliably meets or exceeds symmetrical download and upload speeds of 100 megabits per second (100/100 Mbps). The Subrecipient further certifies that it will provide the speed tiers committed to in the Application as described in the Application for the Project.
7. The Subrecipient certifies that the proposed Project network design uses industry standards and practices and can support the number of locations in the Application, reliably providing speeds at or above symmetrical 100/100 Mbps.
8. The Subrecipient certifies that it has the technical, managerial, and financial capabilities to complete the Project within the Term specified in the Agreement.
9. The Subrecipient certifies that it will complete the Project within the Term specified in the Agreement, including any Term extension.
10. If applicable, the Subrecipient certifies that it participates or will participate in federal programs that provide low-income consumers with subsidies on broadband internet access services, including, if applicable, the Affordable Connectivity Program (“ACP”) established by the Federal Communications Commission (“FCC”). If applicable, the Subrecipient further

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certifies that it will allow subscribers in the Project service area to utilize the ACP for its Project service offerings upon Project completion. The Subrecipient further certifies that it will participate in the ACP, or any successor affordability program designated by the FCC or the Treasury, for the duration of such program or until the date the Project infrastructure is no longer in use, whichever is earlier.

11. 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.
12. 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 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.
13. 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.
14. 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 recouments or penalties that might arise from noncompliance.
15. 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 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.

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- (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.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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;

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- (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.

21. The Subrecipient certifies that 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. Further, the Subrecipient 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 payment 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:	

**SAMPLE
SUBJECT TO REVIEW/UPDATE**

Disclaimer

This project is being supported, in whole or in part, by federal award number CPFFN0162 awarded to the State of Alabama by the U.S. Department of the Treasury.