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# INTERNET FOR ALL

## Initial Proposal

Approved 9/25/2024

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U.S. Department of Commerce  
National Telecommunications and Information Administration

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# Volume II Initial Proposal Requirements

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## 2.1 Objectives (Requirement 1)

### 2.1.1 Objectives

*Outline the long-term objectives for deploying broadband; closing the digital divide; addressing access, affordability, equity, and adoption issues; and enhancing economic growth and job creation. Eligible Entities may directly copy objectives included in their Five-Year Action Plans.*

#### Program Goal:

#### **Increase broadband access and adoption in unserved and underserved areas of Iowa.**

Iowa will utilize comprehensive mapping of current broadband coverage in Iowa to identify gaps and areas of need. We will partner with internet service providers and Iowa communities to expand broadband infrastructure and services in unserved and underserved areas, with a focus on rural communities and low-income neighborhoods. We will facilitate financial and technical assistance to households and businesses in areas with limited broadband access to help them get connected. We will enhance public awareness and engagement around broadband issues by developing and implementing a public outreach campaign to raise awareness of the importance of broadband connectivity and digital inclusion.

By ensuring reliable and high-speed internet connectivity statewide, Governor Reynolds's vision for Iowa will be realized.

- Iowa will support every student's success at school.
  - All students will have access to additional educational opportunities, research materials, and collaborative platforms allowing comprehensive and diverse educational experiences to foster student's academic growth and prepare them for future success.
- Iowa will build its workforce through apprenticeships and educational opportunities.
  - All Iowans will have equal opportunities to access training programs, resources, and skill-building platforms to enhance their competency and build a foundation of lifelong learning and upskilling which increases their freedom to participate in the workforce regardless of their geographic location.
- State government will align digital government services to better serve Iowans.
  - All Iowans will have the opportunity to engage with necessary e-government services, such as online portals, websites, applications, and digital platforms to improve access to state and local government.
- Iowa families and communities will be healthier.
  - All Iowans will have the opportunity to consult healthcare providers, obtain medical information, access important resources, and reduce barriers to care empowering families to make informed decisions to support mental and physical well-being.

#### Program Objectives:

| Vision    | Objective  |
|-----------|--|
| Education | <b>Foster innovation and economic growth through broadband deployment.</b> |

|            |   |
|------------|---|
|            | <ul style="list-style-type: none"> <li>• Promote the use of broadband infrastructure and digital technologies in sectors of the Iowa economy, such as agriculture, healthcare, education, and small business.</li> <li>• Encourage private sector investment in broadband infrastructure and services through the Empower Rural Iowa Initiative.</li> <li>• Establish relationships between universities, research institutions, and industry to explore new broadband-enabled applications and services.</li> </ul>  |
| Workforce  | <p><b>Develop a skilled workforce to support Iowa’s broadband economy.</b></p> <ul style="list-style-type: none"> <li>• Work with Iowa’s educational institutions to develop and expand broadband-related degree programs and training opportunities.</li> <li>• Assist in the development of apprenticeship and internship programs to help build a skilled workforce for Iowa’s broadband industry.</li> <li>• Work with employers to identify current and future workforce needs and help connect them with qualified candidates.</li> </ul>   |
| Government | <p><b>Improve access to e-government services by promoting digital equity and inclusion for all Iowans.</b></p> <ul style="list-style-type: none"> <li>• Identify and address barriers to broadband adoption among disadvantaged groups, including low-income households, senior citizens, people with disabilities, and non-English speakers.</li> <li>• Explore digital skills training programs and resources to improve digital literacy and digital inclusion.</li> <li>• Work with community organizations, libraries, and educational institutions to provide training and resources that empower individuals to effectively navigate and utilize digital government platforms.</li> </ul> |
| Healthcare | <p><b>Support telehealth and other remote services.</b></p> <ul style="list-style-type: none"> <li>• Promote the use of broadband infrastructure to support telehealth and other remote services in rural and underserved areas.</li> <li>• Encourage healthcare providers to adopt telehealth technology to increase access to care and reduce healthcare costs.</li> <li>• Work with other state agencies and organizations to identify other remote services that could benefit from broadband connectivity, such as education and job training.</li> </ul>  |

## 2.2 Local, Tribal, and Regional Broadband Planning Processes (Requirement 2)

### 2.2.1 Local Planning

*Identify and outline steps that the Eligible Entity will take to support local, Tribal, and regional broadband planning processes or ongoing efforts to deploy broadband or close the digital divide. In the description, include how the Eligible Entity will coordinate its own planning efforts with the broadband planning processes of local and Tribal Governments, and other local, Tribal, and regional entities. Eligible Entities may directly copy descriptions in their Five-Year Action Plans.*

#### **Community Engagement**

Community Engagement requires working collaboratively with decision makers to understand the needs and requirements of the community they belong to and/or represent. The community engagement process has been and will continue to be iterative to help create long-lasting partnerships that add value to future broadband policies and programs. Expected goals and outcomes of the stakeholder engagement process include:

- DOM has and will continue to strengthen partnerships and alliances with organizations that represent or work with disadvantaged communities and/or covered populations. This includes building diversity and inclusivity into the process. The objective is to establish shared values and build trust during the planning process.
- DOM has and will continue to work with planning partners and stakeholders to expand the knowledge of the issues surrounding digital equity and broadband needs. This includes the identification of new insights, resources, and evidence of best practices.
- The planning team has and will continue to develop measurable objectives for achieving digital equity and bringing broadband service to all unserved and underserved locations in the state.
- The planning team has and will continue to work to identify gaps and the applicable tasks associated with building community capacity for digital equity and expanding broadband connectivity. One of the outcomes of this step includes building community resilience to “self manage” their path towards these objectives.
- DOM initiated the Tribal Consultation process through NTIA with the Meskwaki Nation and the three tribes located primarily in Nebraska but with landholdings in Iowa. Meskwaki Nation staff was invited and has participated, on a coordination committee to represent tribal interests.

DOM has contracted with a third-party entity to assist in the facilitation of community engagement. Initial plans for community engagement included the following:

- Local Coordination: Contractor has and will continue to contact stakeholders in all 99 counties to gauge interest in broadband improvement and willingness to participate in the broadband grant program.
  - Outreach to communities for the purposes of strategic planning and consulting for broadband expansion, planning services, insights into the economics of broadband, understanding of the current local broadband landscape, possible funding alternatives, and possible paths to achieve the desired outcomes.
  - Outreach to underrepresented communities, unions and worker organizations.
  - Collaborate with local, regional, and Tribal entities (governmental and non-governmental) and demonstrate collaboration reflective of the local coordination

requirements outlined in the BEAD NOFO<sup>1</sup>, including outreach to underrepresented communities and unions and worker organizations.

- Conduct surveys and solicit feedback from communities: Contractor has and will continue to conduct surveys and solicit feedback from all 99 counties, as well as community leaders, organizations, and others as required in the BEAD 5-Year Action Plan to gauge an interest and need for broadband in that area.

### **Broadband Together**

The contractor also created and launched a free community education and assessment program that was targeted at local community leaders, county officials, economic development organizations and similar. It consists of 8 modules designed to walk a community through the process of potentially creating a broadband project in their community. Each step/module was developed as a broadband training component. This program is offered to cities, counties, economic development groups, COGs, and other entities that may be interested in addressing local broadband issues. This program has facilitated a large amount of conversations and continues to provide valuable input from local communities.

### **Community Engagement Tracking**

The contractor tracks all citizen, provider, or organizational inbound and outbound engagements on a variety of topics related to broadband. The engagements include any contacts that occur via email, phone, or web-based meetings. Since tracking began in September of 2021, there have been over 1,900 engagements, as of October of 2023. Engagements include calls and emails managed by the contractor and DOM. Scheduled communications are sent out periodically to various stakeholders including all county supervisors, Councils of Government, Iowa associations. The communications have provided key information regarding broadband funding and upcoming available programs and have reached all 99 counties in Iowa.

### **Affordable Connectivity Program**

The DOM has engaged Education SuperHighway (ESH) to drive Iowa participation for the Affordable Connectivity Program, which provides discounts to offset broadband subscription costs for qualifying households. Per various enrollment trackers, Iowa only garnered 91,382 enrollments in the ACP plan as of April 2023. Estimates put Iowa at 16% enrollment for eligible households while the national average sits around 31%. Our goal is to raise Iowa's participation to track with the national average. In the DOM broadband outreach meetings this spring, a regular criticism heard centered on the challenges to applying to the program and the lack of marketing. DOM will look to address both issues.

### **Media Outreach**

The DOM has undertaken a social media campaign largely utilizing Facebook to reach attendees for the BEAD & DEA Outreach Plan and potential applicants for the ITQ. The DOM has also worked with the Iowa Newspaper Association to transmit press releases to as wide a media footprint as possible. DOM's Public Information Officer provides media outlets with interviews and answers to questions for news stories as requested.

### **Additional Engagement Opportunities**

To ensure continued local coordination and engagement, the plan involves offering interested parties the opportunity to connect with the broadband office for information and meetings as needed. DOM recognizes the value of collaboration and input from various stakeholders, including community leaders, local organizations, businesses, and residents. Through open

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<sup>1</sup> See Section IV.C.b. BEAD NOFO

lines of communication, DOM aims to foster meaningful dialogue, gather feedback, and share updates on broadband initiatives and projects. Interested parties will have the chance to engage with the broadband office to ask questions, express concerns, and contribute ideas. By actively involving local communities, DOM can build stronger partnerships, gain valuable insights, and ensure that broadband efforts align with the unique needs and aspirations of each community. Together, it's attainable to create a collaborative environment that empowers local stakeholders and drives effective broadband deployment and digital inclusion.

In addition, DOM has begun implementing or exploring other initiatives that can be implemented for continued local coordination.

- Conduct Community Surveys and Needs Assessments
  - Engage with the local community through surveys and needs assessments to gather insights on broadband connectivity, identify gaps, and understand specific challenges faced by residents and businesses. This data can guide decision-making and ensure that efforts are targeted toward addressing the most pressing needs.
- Collaborate with Local Institutions and Organizations
  - Forge partnerships with local educational institutions, libraries, healthcare facilities, and other community organizations to leverage their resources and networks. Collaboration with these entities will improve digital literacy, provide technical assistance, and address specific needs of underserved populations.
- Online Engagement
  - Utilize existing online platforms, such as dedicated websites or social media channels to facilitate ongoing communication and engagement with interested stakeholders. These platforms can be used to share updates, provide resources, and collect feedback, making it convenient to stay informed and actively participate in broadband initiatives.
- Foster Public-Private Partnerships
  - Seek partnerships with local internet service providers or other private sector entities to leverage their expertise and resources. Public-private partnerships can enhance broadband deployment efforts, improve service quality, and increase access to underserved communities.

By implementing these additional measures and continuing to explore local coordination avenues throughout the BEAD program, DOM can benefit from a collaborative and inclusive approach. Engaging the local communities in meaningful ways ensures that their voices are heard, their needs are addressed, and the broadband deployment strategies align with the unique characteristics and aspirations of the state.

## 2.3 Local Coordination (Requirement 4)

### 2.3.1 Local Coordination

*Describe the coordination conducted, summarize the impact such coordination has on the content of the Initial Proposal, and detail ongoing coordination efforts. Set forth the plan for how the Eligible Entity will fulfill the coordination associated with its Final Proposal.*

DOM developed a Broadband Equity, Access, and Deployment (BEAD) and Digital Equity Act (DEA) Outreach Plan to ensure widespread participation in the BEAD planning process from lowans in all parts of the state. Because community engagement requires working collaboratively with decision-makers to understand the needs and requirements of the community they belong to and/or represent, the processes and activities described here are iterative to help create long-lasting partnerships that add value to future broadband policies and programs. DOM prioritizes stakeholder engagement and plans to continue this work throughout the implementation of the BEAD program. Stakeholder engagement priorities include:

- DOM plans to strengthen partnerships and alliances with organizations that represent or work with disadvantaged communities and/or covered populations. This includes building diversity and inclusivity into the process. The objective is to establish shared values and build trust during the planning process.
- DOM plans to work with planning partners and stakeholders to expand the knowledge of the issues surrounding digital equity and broadband needs. This can include the identification of new insights, resources, and evidence of best practices.
- DOM plans to develop measurable objectives for achieving digital equity and bringing broadband service to all unserved and underserved locations in the state.
- DOM plans to work to identify gaps and the applicable tasks associated with building community capacity for digital equity and expanding broadband connectivity.
- DOM plans to assist in building community resilience to allow communities to “self-manage” their path towards these objectives.

The outreach plan and associated priorities ensured that DOM gathered the data and feedback necessary to inform this Initial Proposal and other planning documents, including the upcoming Final Proposal.

Local coordination and outreach efforts focused on ensuring all lowans could participate in the planning efforts, with a particular focus on covered and underrepresented populations. Covered populations include:

- Individuals who live in covered households;
- Aging individuals;
- Incarcerated individuals, other than individuals who are incarcerated in a Federal correctional facility;
- Veterans;
- Individuals with disabilities;
- Individuals with a language barrier, including individuals who—
  - Are English learners; and
  - Have low levels of literacy;
- Individuals who are members of a racial or ethnic minority group;



- Individuals who primarily reside in a rural area.

All stakeholder engagement and outreach activities are aligned with local coordination requirements. DOM has and will continue to communicate with stakeholders in all 99 counties to gauge interest in broadband improvement and willingness to participate in the broadband grant program, including:

- Outreach to communities for the purposes of strategic planning and consulting for broadband expansion, planning services, insights into the economics of broadband, understanding of the current local broadband landscape, possible funding alternatives, and possible paths to achieve the desired outcomes.
- Outreach to underrepresented communities, unions, and worker organizations.
- Collaboration with local, regional, and Tribal entities (governmental and non-governmental) and demonstrate collaboration reflective of the local coordination requirements outlined in the BEAD NOFO<sup>2</sup>.

Additionally, DOM developed key execution strategies related to each of the local coordination requirements in Iowa's Five-Year Action Plan. These strategies include establishing local coordination mechanisms, ensuring full geographic coverage for the state, facilitating diverse stakeholder engagement, utilizing multiple awareness and participation mechanisms, emphasizing transparency and publication of outcomes, and leveraging partnerships and community networks.

DOM conducted extensive stakeholder engagement and outreach activities which demonstrated fulfillment of local coordination requirements. These activities, described in further detail below, include:

- Tribal consultations
- Surveys
- Public meetings
- Asset inventories
- Broadband Together, a community education and assessment program
- Affordable Connectivity Program outreach
- Activation of online resources
- Media outreach and engagement

### **Meaningful Engagement with Diverse Stakeholders**

DOM has prioritized engaging with diverse stakeholders, including citizens, providers, and organizations across the state. DOM has tracked all contacts that occur via email, phone, or web-based meetings. Since tracking began in September of 2021, there have been over 1,700 engagements, as of June of 2023. Engagements include calls and emails managed by the contractor and DOM. This robust stakeholder outreach and engagement effort included entities across the state, including higher education, K-12 education, business and industry, local and regional governments, state agencies, community-based organizations, agriculture, healthcare, public safety, and other key organizations that support increasing access, adoption, and use of broadband in Iowa. This engagement included a focus on engaging with covered populations, described further in the public meetings description and in other local coordination activities.

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<sup>2</sup> See Section IV.C.b. BEAD NOFO

## **Awareness, Outreach, and Participatory Mechanisms**

DOM developed and executed a robust outreach and awareness strategy to ensure all Iowans had the opportunity to participate in one of the data collection or feedback mechanisms. Scheduled communications are sent out periodically to various stakeholders including all county supervisors, Councils of Government, and Iowa associations. The communications have provided key information regarding broadband funding and upcoming available programs and have reached all 99 counties in Iowa.

DOM uses existing online platforms, such as dedicated websites or social media channels to facilitate ongoing communication and engagement with interested stakeholders. These platforms can be used to share updates, provide resources, and collect feedback, making it convenient to stay informed and actively participate in broadband initiatives. Recently, DOM has undertaken a social media campaign largely utilizing Facebook to reach attendees for the BEAD & DEA Outreach Plan and potential applicants for the Invitation to Qualify program described in Section 2.2 of this Initial Proposal.

DOM has also worked with the Iowa Newspaper Association to transmit press releases to as wide a media footprint as possible. DOM's Public Information Officer provides media outlets with interviews and answers to questions for news stories as requested.

### **Public Meetings**

Between March and May 2023, DOM organized and delivered 55 town hall-style public meetings across the state. In addition to press releases and marketing through social and print media, the public meeting plan was shared via professional networks established by the BEAD and Digital Equity teams to professionals working with covered populations to ensure awareness of and allow the opportunity to attend meetings to represent the needs of those populations. Attendees of the meetings included members or representatives of all eight covered populations.

This community outreach initiative helped disseminate information about the BEAD and DEA programs and served as an important venue to gather information about the challenges Iowans face in realizing full participation in our digital society.

As DOM prepared for future grant opportunities to expand broadband access within the remaining unserved or underserved locations in the state of Iowa, a new strategy driven by collaboration with Iowa communities was deployed to (1) align with federal program guidelines and, (2) help target limited funding to communities of greatest need.

### **Invitation to Qualify (ITQ)**

The ITQ is a process for communities to identify geographic areas with critical need for broadband investment. The goal of ITQ outreach was to encourage communities to submit an application to qualify as a Broadband Intervention Zone and ultimately attract provider involvement. The ITQ process has been met with largely favorable responses by the public. Many individuals, communities, and organizations have been appreciative of the approach to allow local communities to 'raise their hand' regarding broadband issues in their area. Service providers have also been largely supportive of this process. The full set of ITQ documents can be viewed on the DOM website.

Prior broadband funding opportunities made available through DOM allowed broadband service providers to identify areas in the state where the provider wanted to build. To better target areas of greatest need, DOM solicited participation from communities to identify their interest in broadband funding through the ITQ program. Successful responses to the ITQ identified a list of communities for which providers should give special consideration as they establish future broadband development plans and apply to grant opportunities issued by DOM. This approach

promoted involvement within communities that face the greatest need of broadband due to barriers in geographic, socioeconomic factors, and a variety of other determinants that prevent full engagement in a digital society. Although the ITQ did not implement a BEAD-specific process, the DOM utilized many BEAD concepts in the evaluation criteria in anticipation of BEAD guidelines and objectives. For example, the ITQ solicited from applicants information such as barriers to broadband construction, as outlined in the BEAD NOFO<sup>3</sup>, and also used the BEAD definitions of unserved and underserved locations.

There were 99 applications submitted for the ITQ which cover over 22,000 unserved and underserved locations. DOM evaluated successful applications and ranked each one according to a Broadband Readiness Score which was informed by seven factors outlined within the ITQ. Those Geographic Areas of Concern then became 96 Broadband Intervention Zones (BIZ). DOM can now use the BIZ's gathered from the ITQ process to assist in the prioritization for future grant opportunities. The numbers associated with the BIZ's in Figure 2 indicate their ranking (1 being the highest).

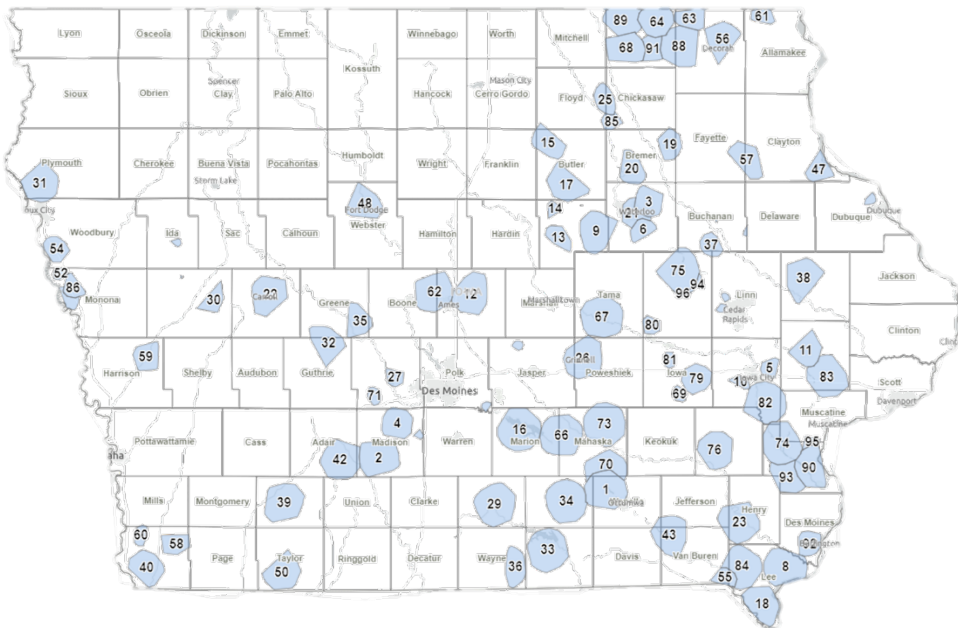


Figure 2: Broadband Intervention Zones (BIZ) Locations

<sup>3</sup> See Section IV.B.5. BEAD NOFO

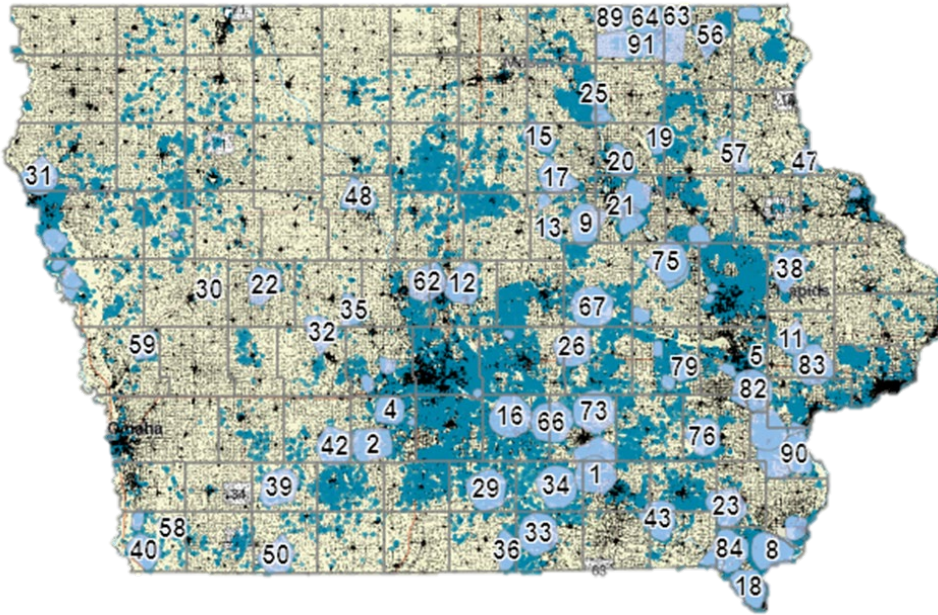


Figure 3: Map v5 used in NOFA 8<sup>4</sup>

### **BEAD and DEA Outreach Plan**

In 2023, DOM also organized and delivered 55 town hall style public meetings across the state. This community outreach initiative helped disseminate information about the BEAD and DEA programs and served as an important venue to gather information about the challenges Iowans face in realizing full participation in our digital society. In addition to press releases and marketing through social and print media, the public meeting plan was shared via professional networks established by the BEAD and Digital Equity teams to professionals working with covered populations to ensure awareness of and allow the opportunity to attend meetings to represent the needs of those populations. Attendees of the meetings included members or representatives of all eight covered populations identified in the Digital Equity Act. The meeting locations covered:

- 55 meeting locations (35 rural, 20 urban) over a three-month period between March and May.
- All urban areas, cities with populations in excess of 50,000 Iowans held at least one public meeting in the metro area.
- Rural communities with geographic spread to cover each quadrant of the state plus central Iowa.
- One meeting hosted in partnership with the Meskwaki Nation.
- Locations included utilizing the community colleges network and three Board of Regents institutions, which played an important role in hosting DOM throughout the state, initiating a partnership in future digital equity work.
- The remaining locations were hosted by public libraries, another important partner for DOM in digital equity implementation work.

<sup>4</sup> <https://dom.iowa.gov/broadband/broadband-grants/notice-funding-availability-008-expired>

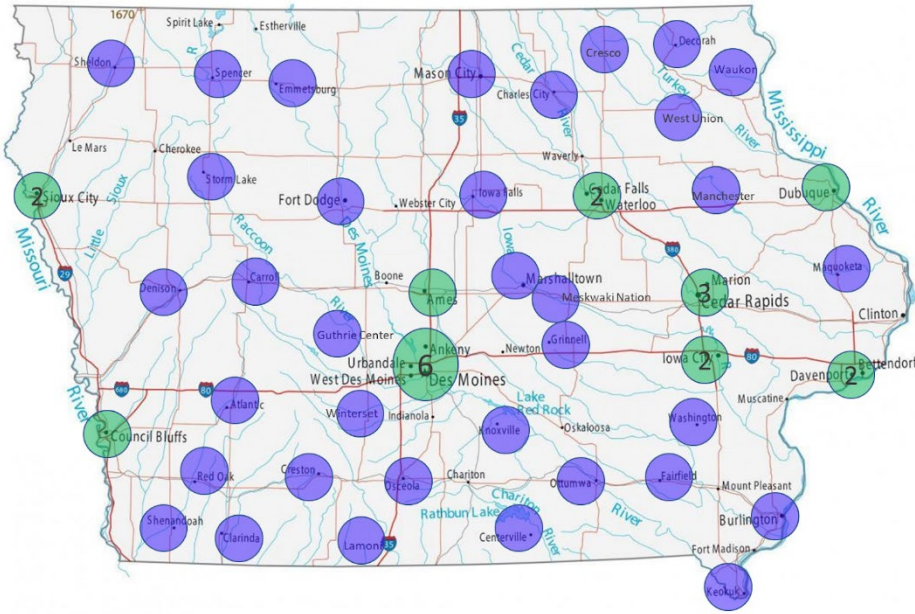


Figure 4: BEAD/DE Meeting Locations

Meeting Locations:

| City                          | Date | City                  | Date | City                  | Date |
|-------------------------------|------|-----------------------|------|-----------------------|------|
| Ames                          | 4/25 | Des Moines (Downtown) | 3/16 | Meskwaki Nation       | 5/9  |
| Ankeny                        | 3/23 | Des Moines (South)    | 3/30 | Osceola               | 4/18 |
| Atlantic                      | 4/11 | Des Moines (East)     | 4/17 | Ottumwa               | 3/30 |
| Bettendorf                    | 3/21 | Dubuque               | 4/18 | Red Oak               | 4/10 |
| Burlington                    | 4/6  | Emmetsburg            | 4/25 | Sheldon               | 4/24 |
| Carroll                       | 5/9  | Fairfield             | 4/3  | Shenandoah            | 5/11 |
| Cedar Falls                   | 4/6  | Fort Dodge            | 5/2  | Sioux City (East)     | 3/27 |
| Cedar Rapids (South)          | 3/15 | Grinnell              | 5/15 | Sioux City (Downtown) | 3/28 |
| Cedar Rapids (Public Library) | 4/11 | Guthrie Center        | 5/10 | Spencer               | 4/27 |
| Centerville                   | 4/20 | Iowa City             | 4/12 | Storm Lake            | 4/24 |
| Charles City                  | 5/3  | Iowa Falls            | 5/16 | Urbandale             | 4/10 |
| Clarinda                      | 4/3  | Keokuk                | 4/5  | Washington            | 4/13 |
| Coralville                    | 3/29 | Knoxville             | 3/27 | Waterloo              | 4/19 |
| Council Bluffs                | 3/22 | Lamoni                | 3/28 | Waukon                | 5/23 |
| Cresco                        | 5/17 | Manchester            | 5/22 | West Des Moines       | 4/24 |
| Creston                       | 4/12 | Maquoketa             | 4/20 | West Union            | 5/24 |
| Davenport                     | 3/14 | Marion                | 4/5  | Winterset             | 3/29 |
| Decorah                       | 5/18 | Marshalltown          | 5/25 |                       |      |
| Denison                       | 5/8  | Mason City            | 5/4  |                       |      |

Figure 5: List of Public Meeting Locations and Date

In total, close to 300 lowans participated in the public meetings. Each public meeting began by asking attendees to sign into the meeting where they could opt to receive updates on DOM's plan development. Each participant was then encouraged to take a name tag and a strip of colored sticker dots to participate in the facilitated activity described below. The facilitator for the meeting delivered a brief presentation to introduce participants to DOM, the purpose of the meeting, and the concepts of broadband and digital equity.

The presentation underscored the importance of broadband and digital equity as a multi-faceted issue. Achieving full participation in society in the digital age requires four interconnected concepts to be satisfied. These concepts were defined as Accessibility (the ability to acquire a high-speed internet connection), Affordability (the ability of the individual to afford service if available), Digital Devices (the ability to afford and acquire the right device for the task), and Digital Skills (the earned ability to use digital devices to achieve the desired outcome). The interconnected nature of these four facets, depicted in Figure 6, proved a recurring theme in meeting discussions.

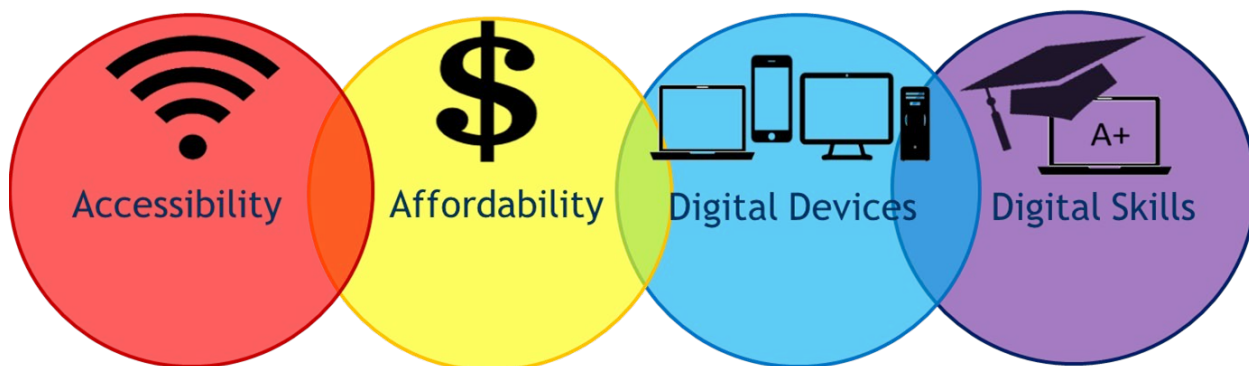


Figure 6: The Four Facets of Digital Equity

After describing the facets of digital equity, participants were encouraged to use their strip of colored dots (red, green, yellow, and blue stickers) and “rank” each facet relative to each other to indicate what constituted the largest barrier to full participation in society by their community. The red dot represented the biggest barrier for their community, the green dot the second, yellow the third, and blue the fourth biggest barrier. The option of “Other” was offered to participants in case the four identified facets didn’t cover their area of interest. The “other” category earned only a handful of votes across the 55 meetings, mostly relating to the difference between “accessibility” and “reliability.” Note that in the figures below, not all columns add up to the same number. Most of that is due to votes earned by the “other” category mentioned above while some participants chose to simply not use all four stickers.

Figure 7 shows the total voting results from public meeting participants across all 55 meetings. Accessibility easily led the rankings as the largest barrier to achieving full participation in society among participants, receiving 174 first place (red) votes. Affordability and Digital Skills claimed

62 and 46 first place votes respectively, with Digital Devices garnering only four.

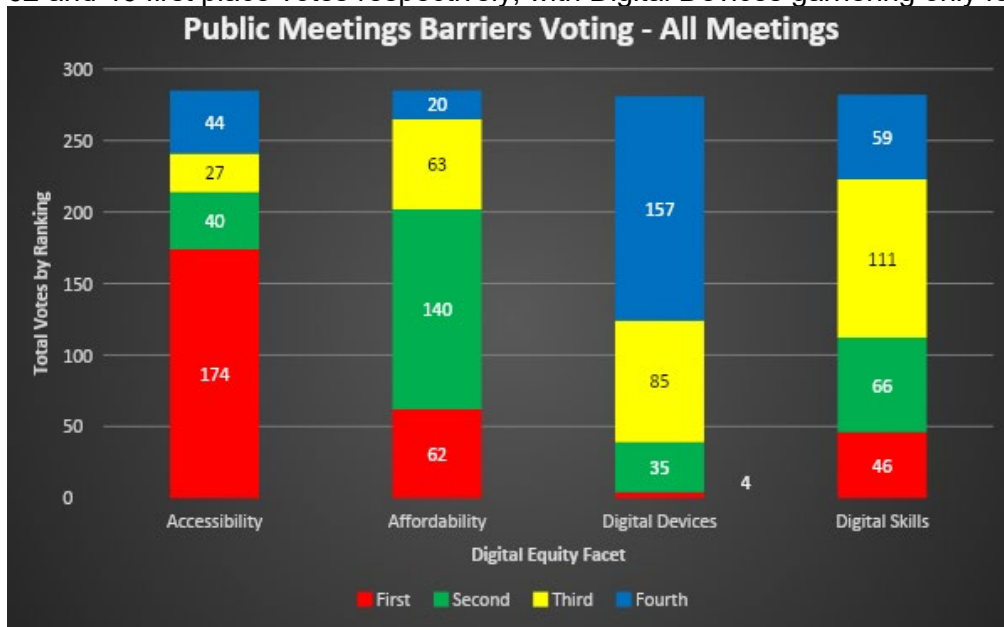


Figure 7: Public Meeting Participant Ranking for Digital Equity Facets, All Meetings

Figure 8 applies a simple scoring system to the votes to determine a “score” for each digital equity facet. This result helps visualize the relative rank of each digital equity facet by viewing the stack height for each. The scoring system gave four points for each red dot vote, three points for green, two points for yellow, and a single point for blue. These two figures (5 and 6) show that the Affordability facet scored a strong second place among meeting participants as to the perceived barriers faced by members of their community.

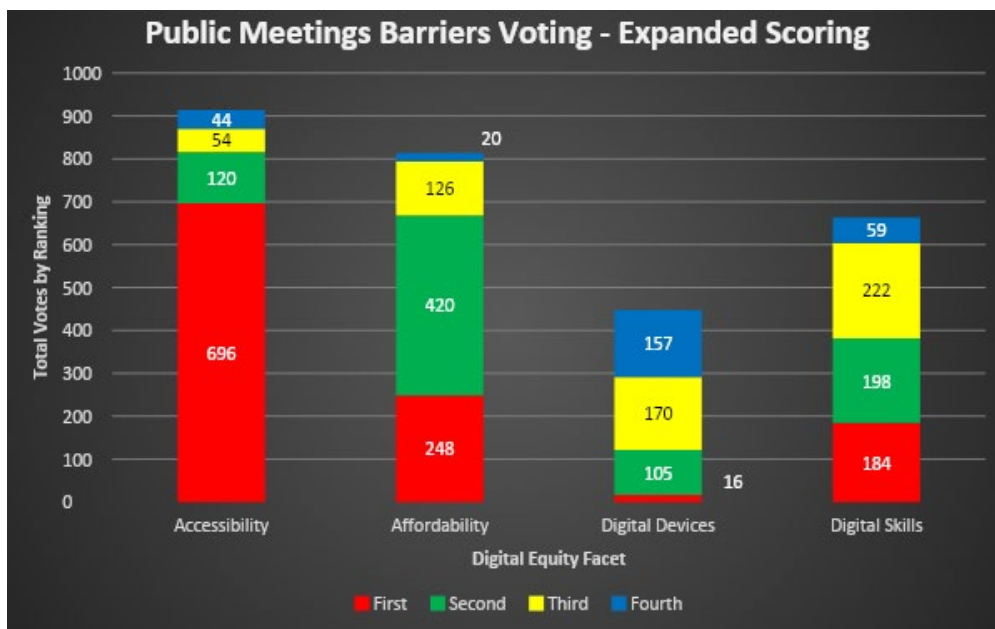


Figure 8: Public Meeting Scoring for Digital Equity Facets, All Meetings

Breaking out the results from the 20 urban area meeting locations separately, Figure 9 tells a more nuanced story than the full results. Affordability earned more first place votes than Accessibility among the urban meeting participants and nearly twice as many second-place votes, resulting in the highest stacked bar in Figure 10. This breakdown makes sense as most of the urban area meetings had accessibility options with some notable exceptions. Urban areas that may have a provider but that accessibility is unreliable or inconsistent voted for access in

those meetings. This was true in at least two smaller urban communities that were motivated to help fix the access issue first and foremost.

Importantly, we know both through anecdotal stories and exit survey responses that a significant portion of attendees at the urban meetings were rural residents from surrounding areas. While the 20 urban area meetings comprised 34% of the total votes from the full sample, only 25% of exit survey respondents used an urban-area zip code. That difference helps explain some of the favorable voting for Accessibility in the urban meeting breakout.

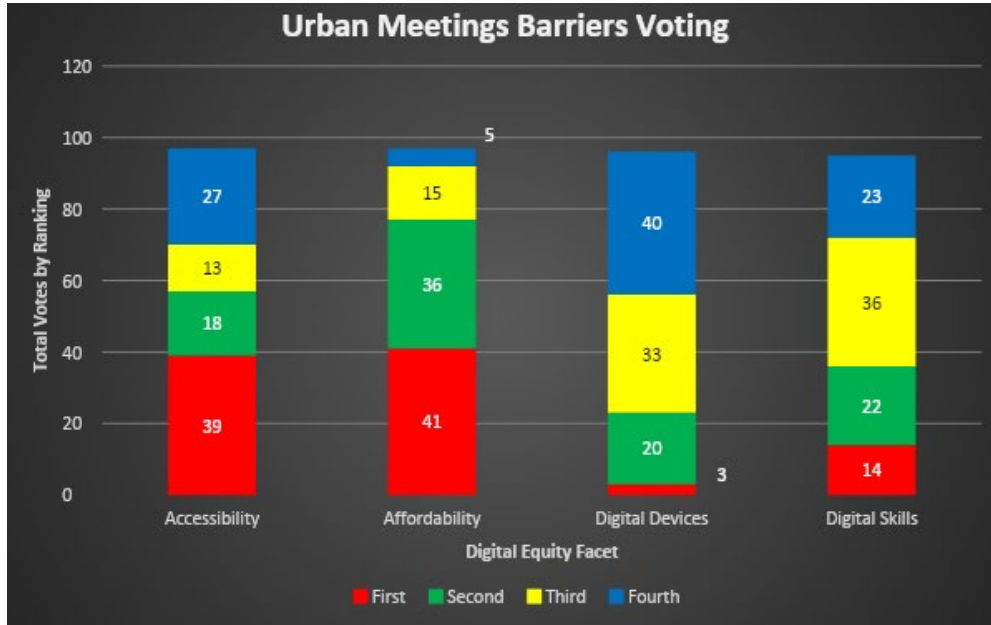


Figure 9: Public Meeting Participant Ranking for Digital Equity Facets, Urban Meetings only

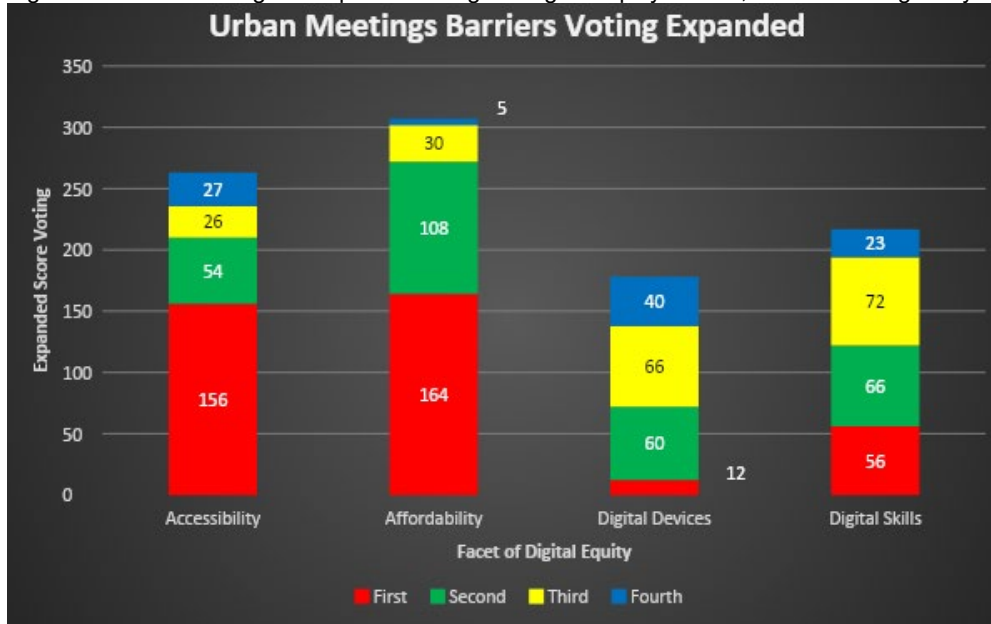


Figure 10: Public Meeting Scoring for Digital Equity Facets, Urban Meetings Only

On the other hand, breaking out the rural area meetings into their own chart in Figure 11 shows the stark ranking of Accessibility as the top barrier to achieving full participation in society in those communities. Many of the 35 rural meeting locations resulted in all voting participants identifying access as their top barrier. In communities where service was present, Digital Skills often rose to the top of those meetings as the top vote earner. While these individual meeting results were less frequent than those with access-motivated individuals, those meeting results helped Digital Skills earn the second-most first place votes in rural area meeting locations.



However, as Figure 12 shows, Affordability received the second highest number of points in the scoring chart due to the strong number of second place votes, representing a slight lead over digital skills. Often, Accessibility and Affordability paired as the first and second place votes of many public meeting participants.

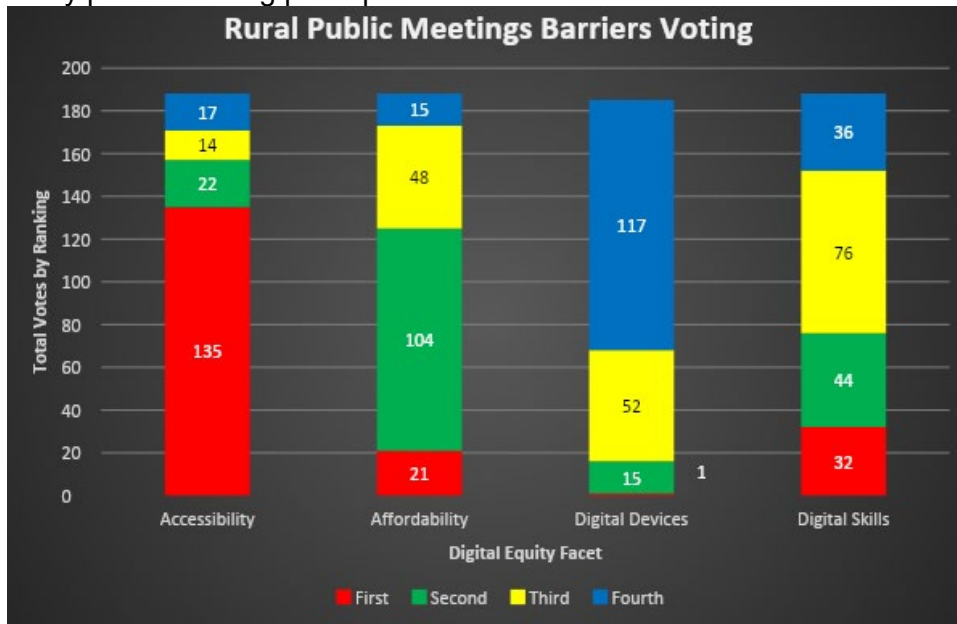


Figure 11: Public Meeting Participant Ranking for Digital Equity Facets, Rural Meetings only

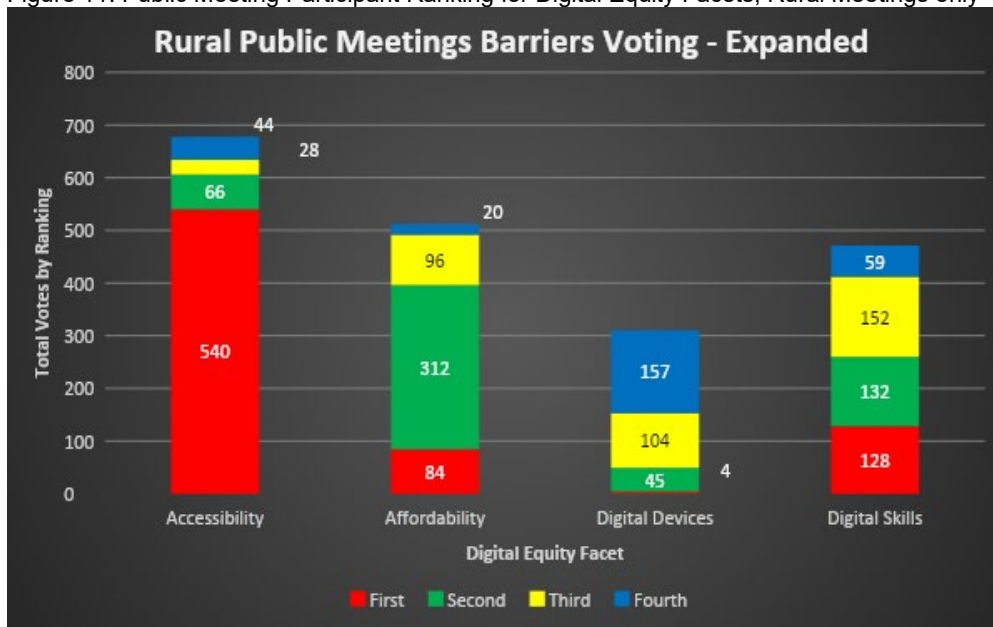


Figure 12: Public Meeting Scoring for Digital Equity Facets, Rural Meetings Only

Taking a look at just the top barrier identified by public meeting participants, Figure 13 shows the influence of the rural meeting location results on the overall percentages. The urban meeting locations resulted in a close split between Accessibility and Affordability while the rural meeting locations pulled the overall results for Accessibility up with the strong showing. Digital Skills and Digital Devices returned essentially the same percentage results across both urban and rural locations with respect to participant's highest-ranking barrier. Important to note that this figure uses a percentage of votes as opposed to raw total to show the differences in voting easily by segment height.

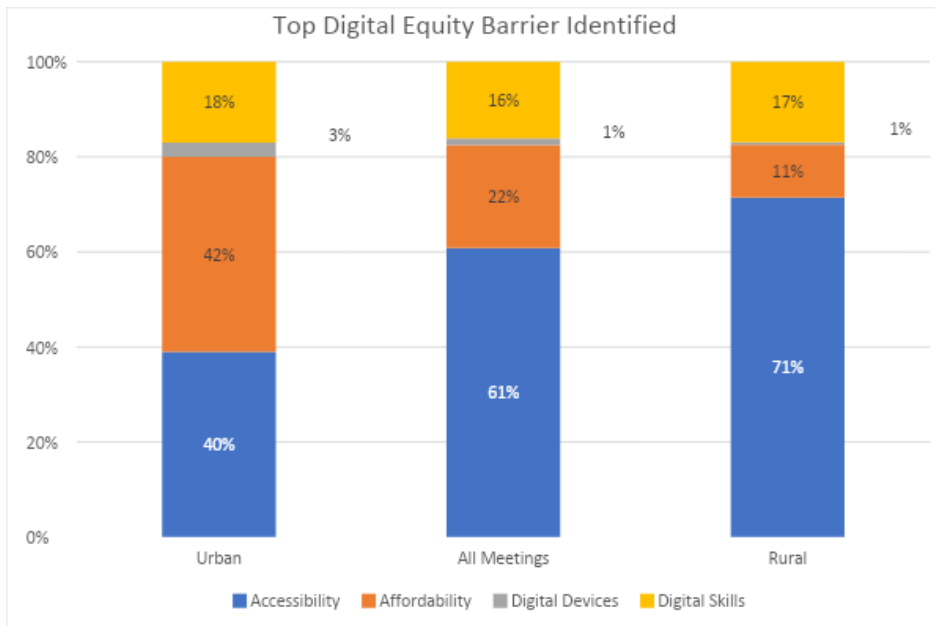


Figure 13: Biggest Digital Equity Barrier Ranking from Public Meeting Participants

Figure 14 looks at the second-place votes in the same way as the figure above. This provides a much more harmonious result between the urban and rural meetings with Affordability earning the most second-place votes across both meeting categories. Digital Skills returned the same percentage of votes while Digital Devices earned a more significant share in the urban meeting locations. Meetings that saw Digital Skills receive significant first-place votes often saw those same individuals vote for Digital Devices with their second-place vote.

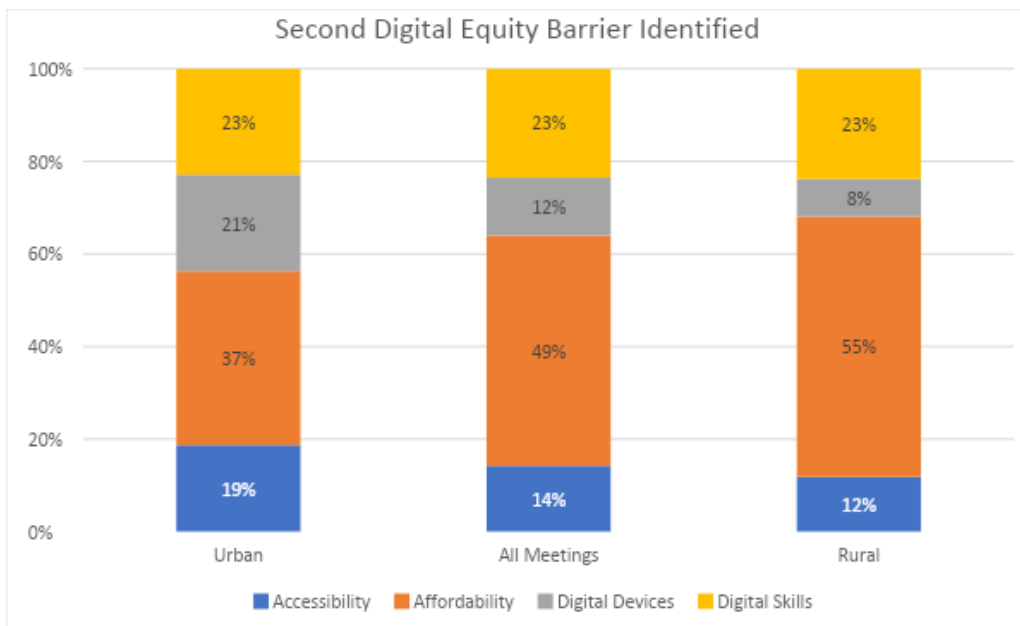


Figure 14: Second Biggest Digital Equity Barrier Ranking from Public Meeting Participants

After the dot voting was complete, the facilitator assessed the results and determined how to structure small group discussions. Participants could break into discussion groups addressing Accessibility, Affordability, Digital Devices, or Digital Skills, normally consistent with their voting preferences. Due to modest attendance and the strong single-issue voting in many meetings, most meetings only covered one or two topics in-depth. Small groups were asked to identify a person to serve as recorder, to take notes of the conversation, and a reporter, who would serve

as spokesperson for the group at the end to share results of the conversation with the room. Each group was asked to discuss how the barrier impacted the daily lives of their family (or members of their community if it didn't personally impact them) and what program or project ideas they would like to see that could help solve the issue.

## **Accessibility**

Participants relayed many stories of frustration with slow, unstable internet connections restricting the ability to work from home or complete homework assignments. One lowan relayed that their son was forced to find housing in an area that had high-speed internet to be able to work and continue taking classes, which created an additional financial burden on the family, instead of saving money on rent by living at home. Others relayed missed opportunities for reentering the job market or taking advantage of a better job opportunity because they couldn't get service to work from home.

Many had personal stories of traveling to places of business that offered free Wi-Fi to gain connectivity to complete tasks. Others expressed frustration that the lack of reliable high-speed internet reduced social opportunities and prevented them from taking advantage of telehealth. Multiple groups mentioned the lack of high-speed internet access as a barrier to installing home safety systems and video-equipped doorbells. Lack of access prevented lowans from participating in online gaming or streaming shows, which created a form of "Fear of Missing Out" when talking to friends and family.

The lack of connectivity can slow down devices due to a lack of ability to update software, impacting the safety and longevity of the device. Some lowans talked about having data-limited plans, which can throttle down speeds when approaching caps and impact productivity near the end of the billing cycle. Some participants shared that this issue created inequitable work and social video calls by requiring people to turn off their camera feature in order to participate.

The cost of real estate in neighborhoods was another frequent topic, with anecdotes of home sales falling through or marking down the sale price of a home relative to similar homes with high-speed internet access because of the demands from home buyers. Small business owners talked about the significant economic impacts that the lack of connectivity can create, with machines that stop working without remote diagnostic capabilities and the ability to receive online updates. This can have a local impact on rural development as people and businesses may not move to locations without assurances of connectivity. Some participants mentioned the lack of connectivity can also impact farm operations, reducing the ability to properly use precision agriculture tools.

One recurring theme to note was that some participants had access to high-speed internet but the service was so unreliable that it was a constant frustration in their lives. From intermittent drops to unpredictable slow-downs in service, an unreliable network produced many of the same issues as above where there was no connectivity available at all.

When asked to provide program and project ideas to help solve connectivity issues, participants overwhelmingly supported the continuation of state grant programs to help subsidize the cost of broadband infrastructure projects. Some participants encouraged leveraging partnerships with Rural Electric Cooperatives to help use existing infrastructure. Many of the conversations about accessibility thought of high-speed internet as a utility, a necessity like water and electric service, drawing comparisons to the rural electrification movement. Some participants encouraged exploration of high-speed internet as a public good as much as possible, including free Wi-Fi in public spaces and/or community run broadband.

## **Affordability**

Almost every conversation during the public meetings about affordability offered stories of families making difficult decisions to try and fit high-speed internet into their budget. Examples

ranged from choosing between broadband and other necessities like reliable transportation and groceries, to eliminating or reducing excursions and home maintenance and upkeep. Many observed that applying for work often begins with an online application, which is difficult to afford without a job.

Students in households that can't afford broadband often struggle to keep up with school work as many assignments require high-speed internet to conduct research, communicate with teachers and classmates, and submit assignments. This disadvantage can place a high burden on the student and the parents to spend additional time and money finding free Wi-Fi locations to get work done. Additionally, participants talked about potential safety threats of sitting in parking lots to gain access or spending additional money on food and beverage to sit in a restaurant that offers the service.

Participants that had previous knowledge of the Affordable Connectivity Program (ACP) talked about the lack of awareness among their fellow Iowans of the program. Those that did know about the ACP talked about barriers to finalizing applications while others cited discomfort in sharing required information to people helping them fill out the form.

When asked to provide programming and project ideas, many participants wanted better marketing for the ACP to raise awareness levels. Others wanted easier navigation for the process and transparency from their internet service provider on what plans were eligible for the subsidy and how it would be applied to their bill. Some participants talked about working towards removing the perceived stigma of receiving government funding to help meet a need, as some saw this as a major barrier to participation. On the other hand, some participants worried about investing in the ACP when there is uncertainty about the program's future with current funding projected to run out in 2024.

While some participants shared examples of ad hoc community groups providing safe workspaces to connect to a common Wi-Fi point (church basements, community centers), others pushed for more formalized free community Wi-Fi that can serve those needs. An example was cited where a resident could access the community's Wi-Fi network with an established credential through their address. One discussion offered a model for community Wi-Fi that rewarded loyalty by providing discounts after achieving milestone consecutive years of service instead of the more common occurrence of rates increasing to loyal customers over time. Others talked about the need for creating and/or expanding hot spot programs through the community library and other trusted community locations.

Several discussions brought up the idea of focusing efforts towards multi-dwelling units, to use the purchasing power of many residents to drive down service to the one central location, much like a hotel. Some participants encouraged more competition to overbuild in communities, giving residents options for providers, relying on market forces of competition to create more competitive pricing. One participant talked about adding Wi-Fi access to all buses.

## **Digital Devices**

The affordability of devices surfaced in conversations at almost every meeting during conversations about accessibility, affordability, and digital skills, underlining the interconnectivity of all facets of digital equity. Several participants talked about the multiple layers of cost for individuals and families to acquire, maintain, and service the devices needed to support the necessary activities associated with the digital society. The cost of setup and installation fees, capital costs to acquire equipment, plus making monthly payments on devices and services can be overwhelming. Additionally, investment in devices puts the individual on a cycle, where the device can quickly become obsolete and need to be replaced.

Many participants shared examples of individuals lacking the right device for the task at hand ranging from college students owning only a smartphone, limiting their ability to complete

coursework, to the limitations of tablet devices in completing more complex office work. Some tasks may be completed with, say, a smartphone that would otherwise be best performed with a laptop, but it takes longer, subjects the task to a high rate of error, and could ultimately not work if the interface isn't mobile friendly. This can lead to a lot of wasted time and increased frustration.

Participants pitched the idea of a checkout of devices, similar to the success of hot spot checkouts at libraries. Others mentioned the importance of tech support for those devices, particularly for aging individuals, on how to acquire and set up a device. Additionally, some participants noted the appeal of a trade-in program for devices once they age out to receive a discount on an updated device.

## **Digital Skills**

The public meeting discussions identified a wide-ranging suite of digital skills lacking in specific populations and in general that limited the participation of citizens in many aspects of the digital world. That limitation in skills limited job opportunities, social event participation, taking advantage of telehealth appointments, and furthering education. Some felt that the digital skills gap was mostly an aging population issue that would eventually be solved over time while others see digital skills as a constant evolutionary challenge as technology continues to advance.

Participants identified the need for cybersecurity training to help aging individuals overcome a fear of being exploited while also providing the training to younger individuals and others to recognize the risks associated with online activities. Several participants told stories of individuals falling victim to scams that resulted in the loss of time, money, and credit. Many identified the difficulty in troubleshooting tech issues at home, which places a burden on a tech savvy family member to serve as support in many instances.

Many participants discussed the lack of people that can provide the help for those lacking digital skills. Librarians throughout the state have been unofficially appointed by many to be digital skills teachers, some without extensive training themselves. This creates an additional burden on the library system as more help is needed to meet the needs of the public.

Meeting participants discussed free or low-cost digital skills education for adult learners. While some classes can be taught online, many citizens may experience digital skills barriers to enrolling or participating in online courses. As a result, in-person classes were identified as key for beginners. Some participants pointed out how crucial it can be to meet the resident where they are in terms of skill level and location. For example, classes offered at a community college, local library, and local community center may appeal to different populations. Development and distribution of a universal cybersecurity course came up frequently to help people feel more confident engaging in online activities.

Some people identified a possible connection between helping high school students meet their volunteer hour requirements for graduation honors by having those students with higher levels of digital savvy help others with tech support or by teaching basic digital skills. Others took the idea further and described a setup similar to the "Digital Navigators" program being piloted throughout the country where an individual would be embedded in the community to provide tech support and digital skills training for interested individuals.

## **Exit Survey**

The meeting ended with an opportunity for participants to fill out an exit survey. Important to note that not all participants filled out a survey and of those that did, some prompts were left blank in some areas. Additionally, some people attended multiple meetings and were asked to fill out an exit survey only the first time they attended. Given those caveats as to why survey

respondent numbers will differ from the dot voting activity above, a significant majority of participants did complete the survey.

Figure 15 depicts responses to an exit survey question that measured each digital equity facet individually. The question was worded as “*How important are each of these possible barriers to broadband and digital services in **your community**?*” Important to note, all four digital equity facets earned a “very” or “somewhat” response in at least 70% of surveys.

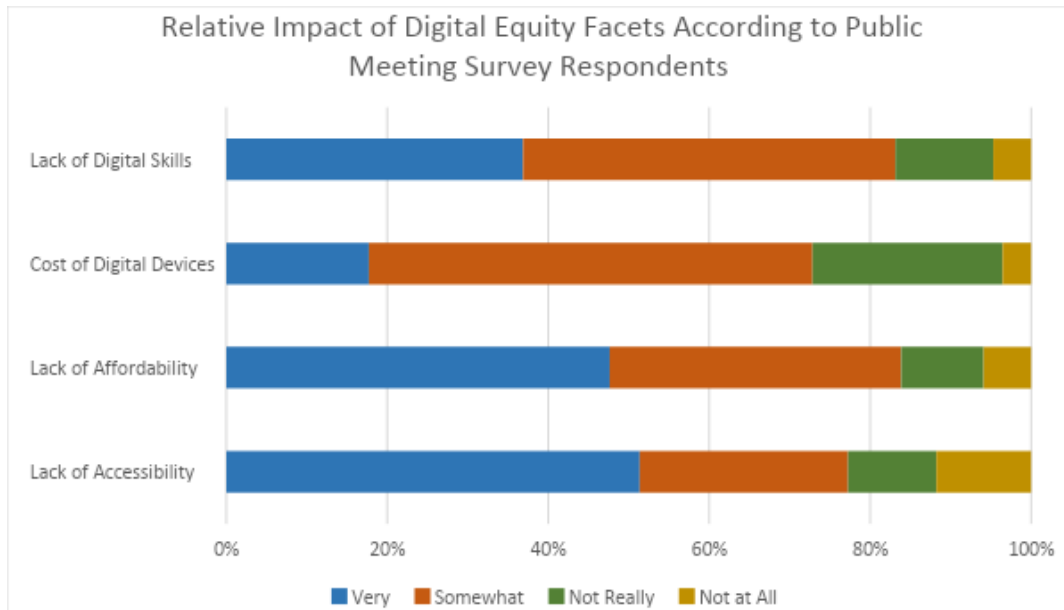


Figure 15: Relative Impact of Digital Equity Facets According to Public Meeting Survey Respondents

Figure 16 depicts responses to the exit survey question “*Which of these barriers to broadband and digital services is the biggest problem for **your household**?*” It should be noted that the survey provided “none” as one of the checkbox options, which narrowly earned the most votes. This figure may speak to the motivations behind why individuals chose to attend a public meeting on broadband and digital equity. While a plurality voted “none,” their motivations for attendance may be professional (work at an internet service provider, for example) or as part of community engagement. Interestingly, a little over a quarter of respondents identified Accessibility as their biggest personal barrier whereas the dot voting resulted in a much stronger showing as a barrier for the community (61%).

One of the most surprising results from this question was Digital Devices, the category least voted on during the sessions, earned a significant share of votes when respondents thought about this issue personally and not what impacts other people. This result reinforces the importance of this digital equity facet, even if it didn’t score as highly in the dot voting exercise.

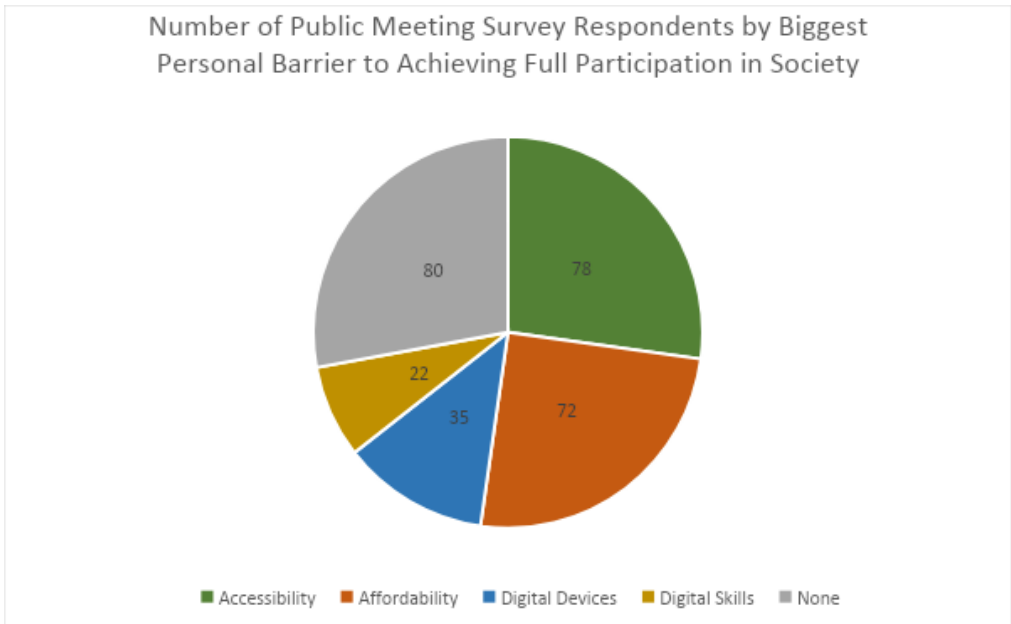


Figure 16: Number of Public Meeting Survey Respondents by Biggest Personal Barrier to Achieving Full Participation in Society

The exit survey also asked, “*What do you believe is a fair cost per month to pay for high-speed internet service?*” Both the median and mean responses to that answer were \$65 per month. It’s important to note that survey respondents were largely middle aged and older, and mostly represented households earning over \$75,000 per year. Figure 17 shows the demographic breakout of survey respondents by age group while Figure 18 breaks out survey respondents but household income level.

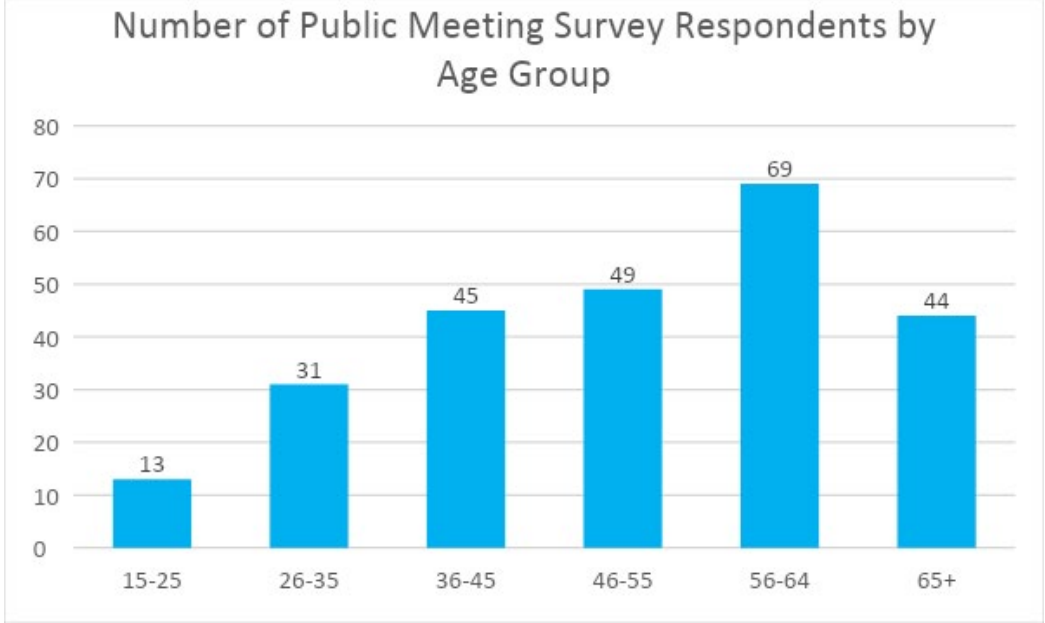


Figure 17: Demographic Breakout by Age Group of Public Meeting Survey Respondents

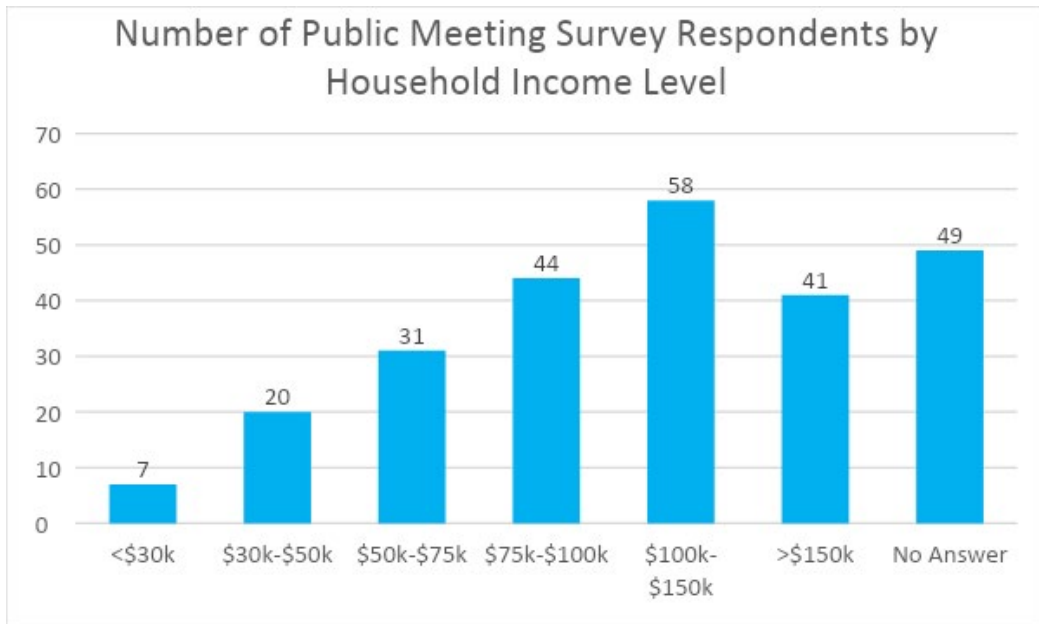


Figure 18: Demographic Breakout by Household Income of Public Meeting Survey Respondents

Relative to the eight identified Covered Populations in the Digital Equity Act, the demographic questions in the survey revealed that participants identified with or lived in a household with someone who identified with seven of the covered populations. Aging individuals, as indicated in Figure 17, accounted for a significant portion of survey respondents. Household income level combined with the answer to the number of individuals living in the home provided enough information to infer that at least 15 survey respondents lived in a covered household. A total of 192 respondents lived in a zip code that corresponds to a rural community, 29 indicated they lived in a household with a veteran, and 25 lived in a household with a disabled individual. A total of 14 respondents indicated they spoke a language other than English at home and eight identified as a racial or ethnic minority. No question was asked regarding the eighth covered population, incarcerated individuals, as the act defines that population as those who are currently incarcerated and it is impossible an individual would be both incarcerated and in attendance at a public meeting at the same time.



### 2.3.2 Tribal Consultation

*Describe the formal tribal consultation process conducted with federally recognized Tribes, to the extent that the Eligible Entity encompasses federally recognized Tribes. If the Eligible Entity does not encompass federally recognized Tribes, note "Not applicable."*

Iowa has one federally recognized tribe, the Sac & Fox Tribe of the Mississippi also known as the Meskwaki Nation. On May 9th, 2023, DOM held a formal tribal consultation with members of the Meskwaki Nation. Participants also included members from Meskwaki Inc. and NTIA.

Below is a summary of the consultation:

Introductions

Brief program overview provided by DOM and NTIA

Brief overview of Meskwaki connectivity programs, status of recent federal grants provided by Meskwaki Nation

- Broadband service on settlement lands began in 2012
- Fox Xchange is the tribal owned and managed Internet Service Provider (ISP)
- Expressed interest in serving locations off of tribal land with tribal ISP
- Tribal Broadband Connectivity Program (TBCP) grant received from NTIA is to help replace hardware, routers, and switches in order to deliver increased speeds in the future – hardware has been ordered but has not yet arrived on site. Most of the new equipment will replace original hardware installed in 2012 when tribal internet services began.
- USDA grant received last August will install fiber into currently unserved areas, specifically a new housing development.
- U.S. Treasury grant (Capital Projects Fund) is still in the approval process. Communication exchanged every two weeks or so, back and forth, awaiting final approval.

(Meskwaki Nation)

- Question regarding linkage study, market analysis of the surrounding area, and if / how these dollars might help the Meskwaki business enterprise reach additional customers. The surrounding area is not saturated by existing providers and there are unserved locations.

(DOM)

- Yes. Any unserved/underserved location within the state is potentially eligible for grant funding. Are there areas within the settlement that remain unserved as well?

(Meskwaki Nation)

- Yes, there are 8 homes that have been constructed since fiber installation occurred and after federal grant for additional fiber buildout was awarded.
- There are also enrolled members that don't live on settlement lands. Some who live in the surrounding communities of Tama, Toledo, etc.

(DOM)

- Does that tie into the market analysis question?

(Meskwaki Nation)

- Yes, we are curious to learn more about providing service to tribal members living off settlement land – can the Meskwaki build infrastructure to reach those individuals and also serve an adjacent address or location across the street?
- Fox Xchange currently serves only within the boundaries of the Meskwaki Settlement. The Meskwaki people would like to be good neighbors, so the question to some extent is can they build out to those areas with grant funding?

(Meskwaki Nation)

- Additional clarification – the funds could benefit the Meskwaki people and tribal members if those funds can be utilized in the surrounding communities such as Tama, Toledo, etc.
- There's also a business opportunity in question – could the Tribe build out to those service areas?

(DOM)

- Qualified yes – locations are eligible for these grant funds if they are unserved or underserved as the top two priorities established within the grants. Unserved locations are the top priority and that would include members and non-members, regardless of their location on or off settlement lands. They are deemed unserved if they have 25/3 service or less, and underserved if it is less than 100/20.

(NTIA)

- (online) Fox Xchange would need to be a registered ISP with the FCC and they would be eligible to serve whomever they want – including outside of the settlement. The Tribal Broadband Connectivity Program (TBCP) award received in 2022 is only directly eligible to serve tribal members.

(Meskwaki Inc.)

- Question posed – with the Meskwaki Nation's existing IT infrastructure, after the pandemic, how did we go about things and how was IT utilized? Between the Casino and the Health Clinic, they back each other up on servers, fiber loops, etc. Can these grants build off existing infrastructure?
- Also, Windstream is one of the carriers in this area. There are reports of weather-related problems and issues with hardware or infrastructure not functioning correctly when inundated with water/rain. Is replacement of that hardware eligible in this grant?

(DOM)

- That might be a step farther down the line. This program will prioritize people who don't currently have service, and it will attempt to reach some of the more costly locations in the state. With the limited amount of funds Iowa receives, it may not get deep into the underserved category. It's built to provide universal service in some form to the places that currently have none. It could be fiber but will likely include other forms of technology since terrain and topography will make certain areas too costly to reach. The comment on Windstream's infrastructure being impacted by weather is a point of feedback DOM hasn't heard before.

(Meskwaki Nation)

- Could DOM or NTIA provide us a copy of the grant (NOFO)? It would be helpful to see and read the program requirements to determine what items the Tribe may qualify for.

(NTIA)

- Yes, absolutely.

(Meskwaki Nation)

- The Meskwaki Nation has its own trade and non-trade apprenticeships, and workforce training programs. Would they be eligible to receive those dollars to help train workers to install/splice fiber, etc.?

(DOM)

- Yes, there is a workforce training component of the plan.

(DOM)

- Explanation of the workforce components of this grant. Expectation that a shortage of certain occupations already exists and will become even more pronounced. So yes, Iowa will need to build out and train additional workforce.

(Meskwaki Inc.)

- As far as the digital skills/education components of these programs, could the Tribe's for-profit entity be involved in receiving those dollars to train individuals as digital navigators/educators?

(DOM)

- That's possible, yes. The state is very early in the planning process and right now is largely an opportunity to gather information and feedback. So, it's helpful to know that would be an interest. Explanation of digital equity components (affordability, accessibility, digital skills, and digital devices). It's also valuable to consider whether tribal members may not currently have the proper skills, training, or devices to access the internet.

(Meskwaki Nation)

- Question about ongoing planning process and consultation. The Meskwaki Nation would appreciate ongoing dialogue – this process should re-emphasize the sovereignty of the Tribe, the needs of its members and potential benefits to the area. Darrell is from the enterprise and economic development side of Tribal efforts, so his presence at today's meeting reflects the importance it holds for the community and regional area.

(DOM)

- Affirmation of Rachele's request. Mike is also included in our core planning team and that was purposeful. He has participated in every planning call thus far and will continue to be part of the planning process throughout. Your interest in the ongoing consultation process is understood.

(Meskwaki Nation)

- (Responding to discussion of affordability) The Meskwaki applied to be an ACP provider in January and received some form of approval from FCC but did not get final approval for their ISP, Fox Xchange. So, their members have not been eligible to apply for the enhanced tribal benefit as of yet.

(NTIA)

- (online) Suggestion to put the tribe in contact with the Office of Native Affairs and Policy, FCC

(Meskwaki Nation)

- From what has been discussed today, the Meskwaki view workforce training as one of the primary opportunities - for Tribal Members to go into IT services, gain credentials, develop the regional labor pool.

(DOM)

- On the discussion of digital navigators, do you believe there would be a meaningful difference to have outreach and training provided to seniors or tribal elders by another member?

(Meskwaki Inc.)

- That's a great idea but there should be an incentive for those individuals to have additional work opportunities that exist into the future and outside of the settlement.

(Meskwaki Nation)

- The workforce training component could serve as the beginning of larger economic development efforts. It would create additional workforce and revenue for the settlement, regional partners, and ultimately the state. It would help to capture and keep the benefits in Iowa.

(Meskwaki Nation)

- What have other tribes (e.g. Winnebago Tribe) discussed during their consultation?

(DOM)

- During those consultations with the State of Nebraska, Iowa primarily served as an observer.

(NTIA)

- Similar to the Meskwaki, the Winnebago also received a TBCP award. They operate a tribal ISP as well and understand it as an economic development opportunity. Their project includes an extension of fiber underneath the Missouri River. There are some concerns about the reliability of their public safety network and connectivity for housing.

(Meskwaki Nation)

- Moving forward, the Meskwaki would like to make sure they are being meaningfully engaged and discussion supports the economic development initiatives of the Tribe, which will likely involve Meskwaki Inc.

(DOM)

- Of course. Moving forward, Mike will also continue to be involved as part of the state's core planning team. The State is currently completing a series of town halls and local coordination efforts. As part of the ongoing discussion, DOM hopes you might attend tonight's town hall being held at this same location (Meskwaki Casino) or encourage friends and family members to attend.

(Meskwaki Nation)

- Our current broadband team is a group of 3 individuals. We need to determine the direction of our IT programs, our overall needs, and what forms of service are going to be most important.

(DOM)

- Thank you for taking time out of your week to have this conversation. Thank you for hosting and we hope to see you at the town hall this evening.

Contact information exchanged. Closing remarks and adjournment. As follow-up to the consultation, an email was sent with the above meeting notes by DOM to Meskwaki Nation representatives. Also in the email were a link to the BEAD NOFO<sup>5</sup>, contact information to connect about broadband service with the Omaha Tribe of Nebraska, notes regarding FCC initiatives, and willingness to meet in the future for further conversation and collaboration.

DOM also participated in a supportive role in the following tribal consultations:

#### Ponca Tribe of Nebraska, 3/24/2023

- Attendees included members of the Ponca Tribe of Nebraska, Nebraska State Broadband Office, South Dakota State Broadband Office, and NTIA
- Discussion topics included:
  - Overview of Nebraska broadband programs
  - FCC maps and challenge process
  - Potential eligible projects
  - Digital equity
  - ACP program
  - Tribal housing
  - Economic development

#### Winnebago Tribe of Nebraska, 3/31/2023

- Attendees included members of the Winnebago Tribe of Nebraska, Nebraska Public Service Commission, and NTIA
- Discussion topics included:
  - Goals of engagement
  - Overview of Nebraska broadband programs
  - Infrastructure access
  - Digital equity
  - Workforce opportunities

#### Omaha Tribe of Nebraska, 5/16/2023

- Attendees included members of the Omaha Tribe of Nebraska, Evolve Cellular, Numu Communications, and NTIA
- Discussion topics included:
  - Overview of projects

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<sup>5</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

- Upcoming opportunities
- Overview of priorities and challenges
- Digital equity
- Digital ID presentation

### 2.3.2.1 Optional Attachment

*As a required attachment only if the Eligible Entity encompasses federally recognized Tribes, provide evidence that a formal tribal consultation process was conducted, such as meeting agendas and participation lists.*

The following documents can be found in the Appendices.

Meskwaki Nation Tribal Consultation Agenda (Appendix D)

Winnebago Tribal Consultation Letter (Appendix E)

Ponca Tribal Consultation Letter (Appendix F)

Meskwaki Tribal Consultation Letter (Appendix G)

Omaha Tribal Consultation Letter (Appendix H)

## 2.4 Deployment Subgrantee Selection (Requirement 8)

### 2.4.1 Subgrant Award Plan

*Describe a detailed plan to award subgrants to last-mile broadband deployment projects through a fair, open, and competitive process.*

DOM intends to issue a Notice of Funding Availability (NOFA) (Appendix A) to provide a substantial infusion of resources to help eliminate the digital divide in Iowa. The purpose of the NOFA (Appendix A) is to solicit applications from communications service providers for broadband infrastructure projects that serve unserved locations, underserved locations, and community anchor institutions via the installation of broadband infrastructure.

DOM drafted a NOFA document (Appendix A), applicable certifications (Appendix B), and grant agreement (Appendix C) in conjunction with the Initial Proposal to be as transparent as possible and to ensure that stakeholders would have a full understanding of how the State of Iowa intends to implement the BEAD program. The NOFA (Appendix A) provides a detailed plan to award subgrants to last-mile broadband deployment projects through a fair, open, and competitive process. The NOFA (Appendix A) incorporates the same style and structure as the previous eight NOFA rounds that DOM has completed for broadband funding opportunities while also weaving in the many additional requirements that are specific to BEAD.

NOFA 9 Section 1 (Appendix A) includes detailed information on the program overview and administration of the program. It outlines the applicable authority for the funding opportunity, the Infrastructure Investments and Jobs Act (IIJA) and the authority from Governor Reynolds to provide the opportunity to service providers in the state. It outlines key metrics such as the 100/20 speed requirement, latency less than or equal to 100 millisecond requirement, and the 75% federal matching funds limit. It outlines key program definitions, of which, many are familiar to providers within that state, but also includes BEAD specific definitions which may be new. Where applicable, DOM has added footnotes to the document that source directly to the BEAD NOFO<sup>6</sup> for ease of reference.

The outreach associated with all phases of the program will occur much the same way as the challenge process. To ensure that the program is transparent, DOM will provide notice of the upcoming funding opportunity by posting the NOFA (Appendix A) online at Iowa Grants and DOM website<sup>7</sup>. Relevant stakeholders will be able to sign up on the website for updates.

Section 1 goes on to include the applicable project period requirement of completion of projects and providing services to each customer prior to four years following execution of the grant agreement (Appendix C). Next, eligibility/ownership requirements outline the general details of how an applicant will be considered eligible. Section 1 then includes information on project requirements and total project costs including details on project identification, funding, payments, and characteristics of a completed project.

Further details in Section 1 include information about available funds and circumstances for partial awards. There is also a schedule of important dates and information about how an applicant interacts with DOM throughout the application process. Key items for applicants to be aware of include: pre-publication notice, written questions and responses, pre-application conference, solicitation of interest, issuance and application acceptance window, application review, preliminary award notice and project negotiation, supplemental data collection phase, final agency decision/notice of intent to award, risk assessment, final proposal submission to NTIA, remediation phase, and grant agreement negotiation and execution. Finally, Section 1 rounds out with information on inquiries, rejection/disqualification or cancellation of the NOFA

<sup>6</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>7</sup> <https://dom.iowa.gov/broadband>



(Appendix A), grants management policies and procedures guide, and additional terms and conditions.

The NOFA (Appendix A) also includes other sections which detail information regarding form and content of applications, scoring methodology, attachments, reference materials, glossary of additional terms, and NOFA (Appendix A) administration/terms and conditions governing application process.

## 2.4.2 Prioritization and Scoring

*Describe how the prioritization and scoring process will be conducted and is consistent with the BEAD NOFO requirements on pages 42 – 46.*

The scoring process is outlined in Section 3 of the NOFA (Appendix A).

In adherence to the BEAD NOFO<sup>8</sup>, DOM is prioritizing Priority Broadband Projects as well as unserved locations via Unserved Service Projects. Because DOM intends to accept applications for BEAD projects from all applicable technology types through a single grant round, a scoring and prioritization approach has been developed.

As part of the application process, applicants will be required to submit certain information associated with the following scoring criteria. After all applications are received, applicants will be scored by primary and secondary scoring criteria. The primary criteria will be worth 75% of the total points available and the secondary criteria will be worth 25% of the total points available. All projects will be scored using the same scoring rubric. Priority Broadband Projects are not required to be scored using Speed of Network and Other Technical Capabilities, however DOM believes that scoring Priority Broadband Projects with these criteria adds opportunities to receive additional points for projects that will offer the best end product to the consumer. Although all projects are subject to the same scoring criteria, as described below, Priority Broadband Projects are automatically placed in Group A and other types of projects are placed in Group B, Group C, or Group D, respectively. In order to avoid confusion and to streamline quantitative scoring calculations, DOM has chosen this method in lieu of creating two separate scoring rubrics. Because of the project grouping, multiple scoring rubrics are not necessary and would create additional room for error when inputting scores and conducting scoring calculations.

The primary criteria include federal matching funds requested (minimal BEAD program outlay), affordability, and fair labor practices. The secondary criteria include early completion date (speed to deployment) and prospective product attributes (speed of network and other technical capabilities) which are: relative speed, latency, performance credits, and data cap.

Following the scoring process, all applicants will be subject to a rank ordering procedure. This step has been introduced to ensure that DOM adheres to the BEAD NOFO<sup>9</sup> when prioritizing technologies in the correct order: fiber, alternative, and non-reliable. All projects will be grouped by technology type: Priority Broadband Projects (Group A), Alternative Broadband Projects (Group B), Non-Reliable Broadband Projects (Group C), and Community Anchor Institution Projects (Group D). The rank ordering procedure ensures that all projects are considered within the parameters and priorities of the BEAD program. Because DOM plans to allow providers to propose their own project areas, this also ensures that each individual location is awarded to the highest scoring application and allows as many locations as possible to be served by fiber projects.

The groups will then be subgrouped by Unserved Service Projects and Underserved Service Projects. After the subgrouping exercise, applications will be ranked within each subgroup. The highest scoring application in Group B will be directly ranked below the lowest scoring application in Group A. The other groupings will follow the same logic. The Project Grouping Table is a guide to best understand where each serviceable location fits into each application and how to best award each location to the best application possible starting with unserved locations and then moving to underserved locations.

<sup>8</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>9</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

It is important to note that an Unserved Service Project means a project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the project, where 80% of the locations in the project are Unserved Locations.

Whereas an Underserved Service Project means a project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the project, where the project is not an Unserved Service Project.

Both an Unserved Service Project and an Underserved Service Project will likely include unserved and underserved locations together. The difference being that an Unserved Service Project contains at least 80% unserved locations. Prioritizing in this way adheres to the NOFO<sup>10</sup>, but also helps to ensure that applications with the largest number of unserved locations are prioritized which will leave less unserved locations available later during negotiation phases.

DOM will not award any underserved locations in a proposal until all unserved locations are sufficiently included in an awarded application. If sufficient funding is available, DOM will allow underserved locations to be included in awarded applications based on the highest-ranking proposals and will allocate as many locations as possible until the funding is depleted. If sufficient funding is available after all unserved locations are included in awarded projects and after all underserved locations are included in awarded projects, DOM will allocate funding to Community Anchor Institutions based on the highest-ranking proposals and will allocate as many locations as possible until funding is depleted.

In practice, DOM will start by awarding all unserved locations in the highest-ranking applications starting with A1 and following down through the Project Grouping Table. Should there be sufficient funding available to serve underserved locations, DOM will follow the same procedure and award as many underserved locations as possible based on the highest-ranking applications and follow down through the Project Grouping Table. The same would be true for CAI's if sufficient funding is available.

After the grouping and subgrouping exercise, DOM will perform the overlapping procedure. At this point, because all applications have been scored, grouped, subgrouped, and ranked, the overlapping procedure will identify any location that is present in multiple applications and award those locations to the highest-ranking application within the groups.

The next step is to complete the Extremely High Cost Per Location Threshold procedure. Any location that exceeds the threshold will be subject to negotiation and may be removed from a higher-ranking application if the cost cannot be negotiated down. At this point, DOM includes multiple steps, outlined in Section 1 of the NOFA (Appendix A) and identified in Section 2.4.1 of this Initial Proposal, to issue preliminary awards and negotiate projects to ensure the BEAD goals are met.

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<sup>10</sup> See Section IV.B.7.a.ii. BEAD NOFO

### **2.4.2.1 Scoring Rubric**

*As a required attachment, submit the scoring rubric to be used in the subgrantee selection process for deployment projects. Eligible Entities may use the template provided by NTIA, or use their own format for the scoring rubric.*

The Scoring Rubric is represented by the scoring criteria outlined in Section 3.2 of the NOFA. (Appendix A)

### 2.4.3 Prioritization Unserved Service Projects

*Describe how the proposed subgrantee selection process will prioritize Unserved Service Projects in a manner that ensures complete coverage of all unserved locations prior to prioritizing Underserved Service Projects followed by prioritization of eligible CAIs.*

As mentioned in Section 2.4.2 of this Initial Proposal, DOM will prioritize Unserved Service Projects by introducing a rank ordering procedure and project grouping exercise. Applications to the NOFA (Appendix A) will be grouped by technology type: Group A (Priority Broadband Projects), Group B (Alternative Broadband Projects), Group C (Non-Reliable Broadband Projects), and Group D (Community Anchor Institution Projects). Next, applications will be subgrouped by Unserved Service Projects and Underserved Service Projects. Unserved Service Projects will always be ranked higher than Underserved Service Projects in their grouping. The rank ordering procedure ensures that all projects are considered within the parameters and priorities of the BEAD program. Because DOM plans to allow providers to propose their own project areas, this also ensures that each individual location is awarded to the highest scoring application and allows as many locations as possible to be served by fiber projects.

It is important to note that an Unserved Service Project means a project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the project, where 80% of the locations in the project are Unserved Locations.

Whereas an Underserved Service Project means a project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the project, where the project is not an Unserved Service Project.

Both an Unserved Service Project and an Underserved Service Project will likely include unserved and underserved locations together. The difference being that an Unserved Service Project contains at least 80% unserved locations. Prioritizing in this way adheres to the NOFO<sup>11</sup>, but also helps to ensure that applications with the largest number of unserved locations are prioritized which will leave less unserved locations available later during negotiation phases.

DOM will not award any underserved locations in a proposal until all unserved locations are sufficiently included in an awarded application. If sufficient funding is available, DOM will allow underserved locations to be included in awarded applications based on the highest-ranking proposals and will allocate as many locations as possible until the funding is depleted. If sufficient funding is available after all unserved locations are included in awarded projects and after all underserved locations are included in awarded projects, DOM will allocate funding to Community Anchor Institutions based on the highest-ranking proposals and will allocate as many locations as possible until funding is depleted.

In practice, DOM will start by awarding all unserved locations in the highest-ranking applications starting with A1 and following down through the Project Grouping Table. Should there be sufficient funding available to serve underserved locations, DOM will follow the same procedure and award as many underserved locations as possible based on the highest-ranking applications and follow down through the Project Grouping Table. The same would be true for CAI's if sufficient funding is available.

DOM will not award any underserved locations in a proposal until all unserved locations are sufficiently included in an awarded application. If sufficient funding is not available to award all unserved and underserved locations, DOM will begin by awarding all unserved locations to projects included in Group A, then Group B, and then Group C. If there is still funding remaining

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<sup>11</sup> See Section IV.B.7.a.ii. BEAD NOFO

to award underserved locations, DOM will begin awarding underserved locations in applications in Group A, then Group B, and then Group C until funding is depleted.

Outlined in Section 1.7.4. and 1.7.5. of the NOFA (Appendix A), Eligible Service Location(s) present in multiple applications will be awarded to the highest-ranking award within the Groups. This ensures that any unserved location that may be present on multiple applications will be awarded to the Unserved Service Project application, as applicable. DOM also may choose to award entire or partial amounts of grant funds based on maximizing the impact of available funds in order to achieve universal coverage.

DOM has also included a number of steps to ensure coverage of all unserved locations. As part of the application process outlined in Section 1.8. of the NOFA (Appendix A), DOM has introduced a Solicitation of Interest phase. After the NOFA Pre-Publication Notice and Written Questions and Responses phases, DOM will open a window for interested parties who are currently or may wish to become Communication Service Providers to submit a non-binding letter indicating interest in participating in the program ("Letter of Intent to Propose"). The Letter of Intent to Propose is a prerequisite to submission of a Proposal.

A Letter of Intent to Propose must be e-mailed to the Issuing Officer and received by the time and date listed in the NOFA (Appendix A). The Letter of Intent to Propose must be completed on the form provided by DOM (see TBD) which requires the submission of such information as the Respondent's name, mailing address, electronic mail address, fax number, telephone number, a statement of Respondent's intent to submit a proposal in response to this NOFA (Appendix A), the local exchange boundary within which the Respondent is interested in providing future Qualifying Broadband with BEAD funding, and an authorized signature.

Letters of Intent to Propose will be examined by DOM at the closing of the Solicitation of Interest phase to determine whether sufficient interest exists to meet the BEAD Program goals, including providing service to all Unserved Locations of the State of Iowa. DOM may delay the start of the Application Acceptance Window and solicit additional Letters of Intent to Propose in circumstances where no interest was expressed to construct Qualifying Broadband in one or more counties in Iowa as a part of this NOFA (Appendix A).

This phase allows DOM to gauge interest from providers on which areas of the state may or may not be included in BEAD project applications and allows DOM to solicit additional interest in the NOFA (Appendix A) based on these findings.

Following the Application Review phase, DOM has also introduced a Preliminary Award Notice and Project Negotiation Phase. During this phase, DOM will contact potential Awardees, identifying that they have passed all preliminary requirements to receive an Award of funds under this NOFA (Appendix A). The Preliminary Award Notice will identify an initial Project Area and Award amount associated with the Applicant's proposal and, if applicable, schedule a time during which the potential Awardee and DOM can enter into negotiations regarding Application adjustments to satisfy the requirements of the BEAD program. These adjustments may include changes to the Budget Plan, Project Area, and any other factors relevant to the objectives of the BEAD program. The Project Negotiation will culminate in either (1) a final offer from DOM, or (2) a withdrawal of DOM's Preliminary Award Notice to an Applicant and a release of that Applicant's further obligations under this NOFA (Appendix A). DOM and the Applicant may withdraw from negotiations and terminate the Preliminary Award Notice at any time during this process, at which point DOM may identify additional Applicants who have passed all preliminary requirements to receive an Award of funds under the NOFA (Appendix A) to participate in this phase as potential Awardees.

For all Preliminary Award Notices to be accepted, all unserved locations must be included in a Preliminary Award Notice. This phase allows DOM to ensure that all unserved locations are included in an awarded application. If there are locations that are not included, DOM will negotiate

with applicants in order to include the outstanding locations prior to issuing a Final Agency Decision/Notice of Intent to Award. DOM will not award any underserved locations in a proposal until all unserved locations are sufficiently included in an awarded application. If sufficient funding is available, DOM will allow underserved locations to be included in awarded applications based on the highest-ranking proposals and will allocate as many locations as possible until the funding is depleted. DOM will use all available tools and negotiation methods allowed within the BEAD NOFO<sup>12</sup> to incentivize providers to include all unserved locations, as applicable. If sufficient funding is available after all unserved locations are included in awarded projects and after all underserved locations are included in awarded projects, DOM will allocate funding to Community Anchor Institutions based on the highest-ranking proposals and will allocate as many locations as possible until funding is depleted.

Further, DOM has included a Remediation Phase. This phase may be initiated at any time if DOM identifies a deficiency in achieving the BEAD Program objectives. This phase allows DOM to reopen and redo any phase outlined in the NOFA (Appendix A). For example, if DOM enters the Preliminary Award Phase and finds that there are unserved locations left after all negotiations have been concluded, DOM may reopen the application process, with or without additional incentives or inducements, to ensure all unserved locations receive a bid.

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<sup>12</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

#### 2.4.4 Prioritizing CAI

*If proposing to use BEAD funds to prioritize non-deployment projects prior to, or in lieu of the deployment of services to eligible CAIs, provide a strong rationale for doing so. If not applicable to plans, note "Not applicable."*

Not applicable



## 2.4.5 Environmental and Historic Preservation (EHP) and Build America, Buy America Act (BABA)

*The proposed subgrantee selection process is expected to demonstrate to subgrantees how to comply with all applicable Environmental and Historic Preservation (EHP) and Build America, Buy America Act (BABA) requirements for their respective project or projects. Describe how the Eligible Entity will communicate EHP and BABA requirements to prospective subgrantees, and how EHP and BABA requirements will be incorporated into the subgrantee selection process.*

As with all BEAD program requirements, DOM will employ a two-step approach to ensure applicants' understanding of and compliance with all federal provisions, including Environmental and Historic Preservation (EHP) and the Build America, Buy America Act (BABA).

First, as part of the application process, applicants will be required to certify via the certifications document (Appendix B) that they will comply with all BEAD program requirements.

Second, successful applicants will be required to fully execute a grant agreement (Appendix C) to receive their awards. This grant agreement (Appendix C) will also contain these and all other BEAD program requirements and certifications for funding.

More specifically, applicants will be required to certify that they will comply with any National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) requirements as part of Exhibit F of the NOFA (Appendix A). Applicants will also be required to submit the Environmental and Historic Preservation Pre-Screening Form outlined in Section 2.2.6.11. of the NOFA (Appendix A). DOM will use the Supplemental Data Collection Phase outlined in Section 1.8.8. of the NOFA (Appendix A) to obtain additional required documentation.

To incentivize and support domestic United States manufacturing capacity, DOM will inform all applicants prior to application of the requirements in Build America, Buy American Act (BABA). To ensure that the requirements of the Build America, Buy America Act, NEPA, and EHP are considered by applicants in the selection process, DOM will conduct informational webinars and publish a list of applicable regulations. Applicants will be required to certify that they will comply with any Build America, Buy America Act requirements as part of Exhibit F of the NOFA (Appendix A). Additionally, the grant agreement (Appendix C) references all applicable laws.

DOM held an informational meeting with the Iowa Department of Natural Resources (DNR) on May 12, 2023, and the Iowa State Historic Preservation Office (SHPO) on May 19, 2023, to provide an overview of the NTIA's BEAD program and to discuss the environmental and historical (both state and national) requirements to effectuate BEAD deployments in affected areas.

Shared documents from these meetings include the following.

NEPA Review Categorical Exclusions<sup>13</sup>

NEPA Review Environmental Assessments<sup>14</sup>

DNR PERMT<sup>15</sup>

Historic Archaeological Inventory<sup>16</sup>

## 2.4.6 Project Areas

*Describe how the Eligible Entity will define project areas from which they will solicit proposals from prospective subgrantees. If*

<sup>13</sup> [https://broadbandusa.ntia.doc.gov/sites/default/files/2023-03/NEPA\\_Review\\_Categorical\\_Exclusions.pdf](https://broadbandusa.ntia.doc.gov/sites/default/files/2023-03/NEPA_Review_Categorical_Exclusions.pdf)

<sup>14</sup> [https://broadbandusa.ntia.doc.gov/sites/default/files/2023-03/NEPA\\_Review\\_Environmental\\_Assessments.pdf](https://broadbandusa.ntia.doc.gov/sites/default/files/2023-03/NEPA_Review_Environmental_Assessments.pdf)

<sup>15</sup> <https://programs.iowadnr.gov/permt/>

<sup>16</sup> <https://archaeology.uiowa.edu/services/i-sites>

*prospective subgrantees will be given the option to define alternative proposed project areas, describe the mechanism for de-conflicting overlapping proposals to allow for like-to-like comparisons of competing proposals.*

DOM will identify any instances of overlapping eligible service locations that exist between all applications submitted to the NOFA (Appendix A). Eligible Service Location(s) present in multiple applications will be awarded to the highest-ranking application within the Groups as set forth in the grouping procedure described in Section 2.4.2 and 2.4.3 of this Initial Proposal. The rank ordering procedure ensures that all projects are considered within the parameters and priorities of the BEAD program. Because DOM plans to allow providers to propose their own project areas, this also ensures that each individual location is awarded to the highest scoring application and allows as many locations as possible to be served by fiber projects.

DOM has proposed to score and rank all proposals together based on a uniform scoring approach. The overall score of a proposed project reflects the score of each individual location based on that particular proposal. The use of a standardized scoring approach for all proposals will allow DOM to make fair comparisons between different proposals that partially overlap, foster competition between prospective subgrantees, only award funds at the level required to more efficiently address the BEAD location based program, and provide the most flexibility to providers in order to induce the most participation rather than using predefined areas that favor one specific entity or technology type. Because BEAD is a location-based program which requires every eligible location to be served, DOM is utilizing the most precise option to reach every location and maximize BEAD funding.

If there are locations that do not receive a bid, DOM will engage directly with prospective providers with the intent to negotiate in order to include the leftover locations in their proposals. DOM will work with ISPs and communities to understand why certain locations did not receive bids, to mitigate any underlying barriers to deployment, and to ensure that all unserved locations are covered. For any location that did not receive a bid, DOM will give the first opportunity to providers who identified their willingness to serve locations in that particular exchange boundary in which the location exists during the Solicitation of Interest Phase. DOM will first engage providers who have existing applications utilizing fiber technology, then other reliable technology, and finally alternative technologies. Additionally, DOM will consider inducements for locations that do not receive any bids or interest. During negotiations, DOM may consider the waiving of matching funds for locations above the extremely high cost-per location threshold as an inducement.

When locations are removed from a proposal due to the overlapping procedure, that proposal will be adjusted accordingly based on the updated cost with the new number of locations. Every eligible unserved location will be included in a proposed project before any awards are made. Rescoring will not occur based on the removal of locations from a proposal if they are included in a higher-ranking proposal as that may inadvertently punish a proposal that loses locations and may cause the applicant to withdraw altogether. Rescoring may be needed in other unforeseen circumstances. Scores are based on the proposals submitted by an applicant. There will be a number of required activities outlined in the BEAD NOFO<sup>17</sup> that would alter proposals as the application process develops including the Extremely High Cost Per Location Threshold, the requirement to achieve universal coverage, the requirement to prioritize fiber projects, etc. Rescoring is not a requirement in the BEAD NOFO<sup>18</sup> and would cause a never-ending cycle of

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<sup>17</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>18</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

rescoring after each change. Also, DOM believes that the process of scoring/ranking all proposals in this way ensures that each location is awarded to the highest-ranking proposal while also providing each location the best opportunity to be funded by the highest priority technology possible. It also ensures that each location is awarded to the best proposal in terms of the BEAD scoring criteria because each location is essentially scored individually.

In practice, DOM will start by awarding all unserved locations in the highest-ranking applications starting with A1 and following down through the Project Grouping Table. Should there be sufficient funding available to serve underserved locations, DOM will follow the same procedure and award as many underserved locations as possible based on the highest-ranking applications and follow down through the Project Grouping Table. The same would be true for CAI's if sufficient funding is available.

As referenced on page 38 of the BEAD NOFO<sup>19</sup>, an Eligible Entity may solicit proposals from prospective subgrantees at the geographic level of its choosing—for example, on a per-location basis, per-census block basis, per-town, per-county or another geographic unit. Through eight previous NOFA rounds in Iowa, DOM has utilized a variety of methods for defining project areas. This experience along with the provider's knowledge and expertise in building network infrastructure, led to the decision to allow applicants to define their own project areas. Iowa has over 100 providers with the majority being small, independent businesses that offer service in their specific area of the state. DOM is also relying on this previous experience when planning the deconfliction of overlapping eligible service locations. As noted, based on previous grant rounds, DOM has concluded that the most successful method of developing project areas to achieve the greatest provider participation in Iowa is to allow providers to define their own project areas. Similarly, DOM has concluded that the most successful method of deconflicting overlapping eligible service locations is on a per location basis instead of on a project area basis. DOM has successfully completed previous grant rounds utilizing these approaches.

Applicants will define their own proposed project areas by completing the Project Worksheet referenced in Section 2.2.6.1. in the NOFA (Appendix A). The NOFA (Appendix A) will give special priority to applications that deliver fiber optic service to the home, and to applications that propose service to unserved locations. Successful applications proposing fiber optic buildout will be treated as priority broadband projects meaning they will receive priority any time they overlap with an application not proposing to build fiber optic service to the home.

Deconflicting overlapping proposals are addressed in Section 1.7.4. of the NOFA (Appendix A). Also as described in Section 2.4.1 and 2.4.3 of this Initial Proposal, DOM has implemented additional phases as part of the application process outlined in Section 1.8. of the NOFA (Appendix A). Although prospective subgrantees will have wide flexibility to define their project areas, DOM will utilize the Solicitation of Interest Phase, Preliminary Award Notice and Project Negotiation Phase, and the Remediation Phase to ensure that the award of subgrants reaches all eligible unserved locations as well as meets the BEAD requirement for a fair, open, and competitive process.

The Solicitation of Interest phase allows DOM to gather information on local exchange boundaries in which providers anticipate building infrastructure via a Letter of Intent to Propose. This allows DOM to solicit additional Letters of Intent to Propose in circumstances where no interest was expressed to construct Qualifying Broadband in one or more local exchange boundaries in Iowa.

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<sup>19</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

The Preliminary Award Notice and Project Negotiation phase allows DOM to offer preliminary awards to applicants that may or may not be subject to negotiation and inclusion of additional unserved locations. The Preliminary Award Notice will identify an initial Project Area and Award amount associated with the Applicant's proposal and, if applicable, schedule a time during which the potential Awardee and DOM can enter into negotiations regarding Application adjustments to satisfy the requirements of the BEAD program. These adjustments may include changes to the Budget Plan, Project Area, and any other factors relevant to the objectives of the BEAD program. The Project Negotiation will culminate in either (1) a final offer from DOM, or (2) a withdrawal of DOM's Preliminary Award Notice to an Applicant and a release of that Applicant's further obligations under this NOFA (Appendix A). DOM and the Applicant may withdraw from negotiations and terminate the Preliminary Award Notice at any time during this process, at which point DOM may identify additional Applicants who have passed all preliminary requirements to receive an Award of funds under the NOFA to participate in this phase as potential Awardees.

For all Preliminary Award Notices to be accepted, all unserved locations must be included in a Preliminary Award Notice. This phase allows DOM to ensure that all unserved locations are included in an awarded application. If there are locations that are not included, DOM will negotiate with applicants in order to include the outstanding locations prior to issuing a Final Agency Decision/Notice of Intent to Award. DOM will not award any underserved locations in a proposal until all unserved locations are sufficiently included in an awarded application. If sufficient funding is available, DOM will allow underserved locations to be included in awarded applications based on the highest-ranking proposals and will allocate as many locations as possible until the funding is depleted. DOM will use all available tools and negotiation methods allowed within the BEAD NOFO<sup>20</sup> to incentivize providers to include all unserved locations, as applicable. If sufficient funding is available after all unserved locations are included in awarded projects and after all underserved locations are included in awarded projects, DOM will allocate funding to Community Anchor Institutions based on the highest-ranking proposals and will allocate as many locations as possible until funding is depleted.

Further, DOM has included a Remediation Phase. This phase may be initiated at any time if DOM identifies a deficiency in achieving the BEAD Program objectives. This phase allows DOM to reopen and redo any phase outlined in the NOFA (Appendix A). For example, if DOM enters the Preliminary Award Phase and finds that there are unserved locations left after all negotiations have been concluded, DOM may reopen the application process, with or without additional incentives or inducements, to ensure all unserved locations receive a bid. It is important to note that although DOM will consider all available inducements and strategies in order to obtain universal coverage, especially in cases where an unserved location does not receive a bid, it would significantly hamper the application and negotiation processes to list those inducements and strategies in the Initial Proposal. This is a similar approach to the Extremely High Cost Per Location Threshold. DOM will create that threshold, but at present time, it would not be advantageous to expressly identify what that threshold will be. All available inducements and strategies will depend on multiple factors including the cost of locations, proposed project areas, available technologies, and others. Therefore, DOM will pursue all available avenues pursuant to the BEAD NOFO<sup>21</sup> if the need arises to ensure all unserved locations are indeed included in an application.

In the event that there are remaining unserved or underserved locations that are not included in a proposed project following the Preliminary Award Notice and Project Negotiation Phase, DOM may issue up to two additional Application Acceptance Windows for those exchanges within which unserved and underserved locations were not present in any proposed project. These subsequent

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<sup>20</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>21</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

rounds will follow the same process and have the same requirements as the first round except that DOM will predetermine project areas based on exchange boundaries. The applications submitted for the additional rounds will be scored in the same manner and with the same scoring criteria as the first round. These scores will be merged with the scores from the first round. All proposals will then be ranked and DOM will follow the steps outlined in the process through submission of the Final Proposal to NTIA and ultimately execution of grant agreements.

In an effort to obtain universal coverage, DOM will continually work with ISPs and communities to understand why certain locations are not receiving bids and to mitigate any underlying barriers to deployment. Additionally, DOM will consider inducements for areas that do not receive any bids or interest.

## 2.4.7 Engagement to Ensure Universal Coverage

*If no proposals to serve a location or group of locations that are unserved, underserved, or a combination of both are received, describe how the Eligible Entity will engage with prospective subgrantees in subsequent funding rounds to find providers willing to expand their existing or proposed service areas or other actions that the Eligible Entity will take to ensure universal coverage.*

DOM will engage potential applicants and applicants multiple times at different stages of the grant application process to ensure universal coverage. Engagement is outlined in Section 1.8. of the NOFA (Appendix A). A few key areas include Section 1.8.3. of the NOFA (Appendix A) which outlines the Solicitation of Interest window which, after the Written Questions and Responses opportunity, offers an opportunity for potential applicants to submit a Letter of Intent to Propose. The purpose of this is to determine whether sufficient interest exists to meet the BEAD program goals, including providing service to all unserved locations in the state. After formal applications are received, DOM has implemented a Preliminary Award Notice and Project Negotiation period as outlined in Section 1.8.7. of the NOFA (Appendix A). At that time, DOM will contact potential awardees communicating to them that they have passed all preliminary requirements to receive an award. This period also allows DOM the opportunity, if applicable, to enter into negotiations regarding application adjustments to satisfy the requirements of the BEAD program. The adjustments may include changes to the budget plan, project area, and any other factors relevant to the objectives of the BEAD program. DOM will use all available tools and negotiation methods allowed within the BEAD NOFO<sup>22</sup> to incentivize providers to include all unserved locations, as applicable. This negotiation will culminate in either a final offer from DOM or a withdrawal of the Preliminary Award Notice to the applicant and a release of that applicant's further obligations of the NOFA (Appendix A). Next, DOM has implemented a Remediation Phase outlined in Section 1.8.12. of the NOFA (Appendix A). This phase allows DOM to enter a remediation phase anytime DOM or NTIA identifies a deficiency in achieving the BEAD Program objectives. DOM may reopen one or more foregoing NOFA (Appendix A) scheduled events, and ultimately rescind, reissue, or amend the NOIA. Remediation activities may include, but not be limited to: (1) DOM may reopen the Application Acceptance Window to solicit additional proposals to the NOFA (Appendix A), rescore all Applications, and reissue the NOIA; (2) DOM may choose to reopen the Preliminary Award and Project Negotiation Phase to allow for changes to Applications previously submitted; or (3) conduct other activities deemed necessary to remediate the Final Proposal in response to concerns raised by NTIA. Finally, after DOM's Final Proposal is accepted by NTIA, DOM and successful applicants will enter into the Grant Agreement Negotiation and Execution phase as outlined in Section 1.8.12. of the NOFA (Appendix A). This period allows applicants to obtain the final documents needed to meet the BEAD NOFO<sup>23</sup> requirements and finalize grant agreements with DOM.

In the event that there are remaining unserved or underserved locations that are not included in a proposed project following the Preliminary Award Notice and Project Negotiation Phase, DOM may issue up to two additional Application Acceptance Windows for those exchanges within which unserved and underserved locations were not present in any proposed project. These subsequent rounds will follow the same process and have the same requirements as the first round except that DOM will predetermine project areas based on exchange boundaries. The applications submitted for the additional rounds will be scored in the same manner and with the same scoring criteria as the first round. These scores will be merged with the scores from the first round. All proposals will then be ranked and DOM will follow the steps outlined in the process through submission of the Final Proposal to NTIA and ultimately execution of grant agreements.

In an effort to obtain universal coverage, DOM will continually work with ISPs and communities to understand why certain locations are not receiving bids and to mitigate any underlying

<sup>22</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>23</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

barriers to deployment. Additionally, DOM will consider inducements for areas that do not receive any bids or interest.

## 2.4.8 Tribal Consent

*Describe how the Eligible Entity intends to submit proof of Tribal Governments' consent to deployment if planned projects include any locations on Tribal Lands.*

Iowa has one federally recognized tribe, the Sac & Fox Tribe of the Mississippi also known as the Meskwaki Nation. Applicants that propose projects that include any locations on the Meskwaki Nation's Tribal Lands must provide proof of consent from the Meskwaki Nation. Proof of consent is outlined in Section 2.2.6.12. of the NOFA (Appendix A).



## 2.4.9 Extremely High Cost Per Location Threshold

*Identify or outline a detailed process for identifying an Extremely High Cost Per Location Threshold to be utilized during the subgrantee selection process. The explanation must include a description of any cost models used and the parameters of those cost models, including whether they consider only capital expenditures or include operational costs for the lifespan of the network.*

The Extremely High Cost Per Location Threshold will be identified by considering a number of resources and historical analysis as well as data captured during the BEAD subgrantee selection process. Iowa has completed eight rounds of broadband grant funding opportunities. The data collected related to costs, locations, and technology will offer important insight when determining the Extremely High Cost Per Location Threshold. The Five-Year Action Plan included an analysis of two recent broadband grant funding opportunities. This analysis showed the number of locations served, project cost, and average cost per location for fiber projects and fixed wireless projects comparatively. It also included a potential breakdown of costs for BEAD utilizing similar project types and cost methodology. For ease of reference, the analysis is included at the end of this section.

Along with historical analysis, Iowa will also consider the data included in the NTIA Eligible Entity Planning Toolkit Extremely High-Cost tool. This tool allows for the analysis of a potential cost savings approach when comparing fiber to alternative technologies. It also helps facilitate the analysis of different areas of the state and potential cost differences. Ultimately, this will assist in determining areas of the state that may benefit more from a fiber project or other areas that may benefit from an alternative technology to ensure universal coverage.

Evaluating the BEAD NOFA (Appendix A) application proposals will be the main driver in determining the threshold. The NTIA Eligible Entity Planning Toolkit, mentioned above, offers per location cost estimates that are considerably lower than what DOM has seen in the most recent NOFA offerings in the state. Pairing these two approaches will likely offer DOM a robust estimation of cost per location. DOM may also consider a cost savings approach that would look at overlapping proposals to determine which technology would be appropriate when balancing the priorities of the BEAD program. Ultimately, DOM will follow the scoring and ranking approach as outlined in Section 3 of the NOFA (Appendix A). If there are proposals that utilize an alternative technology and selecting those proposals would result in ensuring more unserved locations receive service compared to fiber to the home proposals, it is likely that the alternative technology will be chosen as the winning proposal. A similar approach will be taken when a location does not receive a proposal. The most cost-efficient method to provide broadband service will be an important factor when engaging providers to meet the goal of ensuring universal service. If there are fiber projects that exceed the high-cost threshold, utilizing an alternative technology to serve a location or set of locations may be necessary in order to best meet the program goals. If providing fiber to the home is cost prohibitive, alternative technology will be utilized. Iowa encourages applications from all technology types in order to ensure coverage of all eligible locations across the state.

The Extremely High Cost Per Location Threshold will be set after receiving and scoring applications to the NOFA (Appendix A). The primary goal of the BEAD program is to provide service to all unserved locations in the state, so the threshold will aim to balance this goal while also adhering to the prioritization of projects that utilize fiber to the home technology. Therefore, finding the right balance between prioritizing projects that utilize fiber to the home technology, the use of alternative technologies, adequately serving all unserved locations, and spending the BEAD allocation to appropriately mesh those considerations will be key. With the limited amount

of BEAD funding, DOM will attempt to set the threshold in such a way to ensure universal coverage while also ensuring the use of fiber projects wherever possible for as many locations as possible.

## Five-Year Action Plan

### Section 5.6 Estimated Cost for Universal Service

Data released by NTIA in May of 2023 indicated that Iowa has 84,099 unserved locations. To estimate the cost for universal service, a starting point is to address the unserved locations as those are the highest priority. DOM has conducted seven rounds of grant funding to address broadband needs throughout the state. This estimate will utilize data from the two most recent funding opportunities as those most similarly represent today’s costs, although costs may vary significantly depending on a myriad of factors. All figures outlined below represent total project cost including awarded and private funds combined.

| NOFA 6 and NOFA 7         |               |                |               |
|---------------------------|---------------|----------------|---------------|
| Category                  | Fiber         | Fixed Wireless | Total         |
| Locations Served          | 40,242        | 11,635         | 51,877        |
| Total Project Cost        | \$418,315,590 | \$16,859,115   | \$435,174,705 |
| Minimum Cost Per Location | \$948         | \$274          |               |
| Maximum Cost Per Location | \$67,715      | \$39,214       |               |
| Average Cost Per Location | \$10,395      | \$1,449        |               |

First, exploring data from NOFA 6 and NOFA 7, there were 51,877 locations served between the two funding opportunities with an awarded amount of \$298,081,976.52. Of those locations, 40,242 were served with fiber to the home via 161 projects. The minimum cost to serve a location with fiber to the home was \$948 and the maximum cost to serve a location with fiber to the home was \$67,715. The average cost, which was determined by dividing the number of locations served (40,242) by the total awarded amount for fiber to the home projects, was \$10,395 per location. If the average cost per location were to remain the same under the BEAD program, the total cost to serve all unserved locations with fiber to the home service, calculated by \$10,395 x 84,099 locations, would equal \$874,209,105. This number does not include serving underserved locations or community anchor institutions. It also does not include the likelihood that costs will rise between now and 2025/2026 when many projects will likely begin due to seasonal construction schedules, environmental impact assessments, etc. To incorporate increased cost and other factors such as delays due to workforce and supply chain pressure, unknown economic climate, and additional federal requirements, we’ve added a 50% buffer on top of the estimate.

| NOFA 6 and NOFA 7         |               | BEAD                      |                    |
|---------------------------|---------------|---------------------------|--------------------|
| Fiber                     |               | Fiber                     |                    |
| Locations Served          | 40,242        | Unserved Locations        | 84,099             |
|                           |               | Underserved Locations     |                    |
| Average Cost Per Location | \$10,395      | Average Cost Per Location | \$10,395           |
| Total Cost                | \$418,315,590 | Total Cost                | \$874,209,105      |
|                           |               | Total Cost +50% Buffer    | \$1,311,313,657.50 |

Under NOFA 6 and NOFA 7, all projects were not completed with fiber to the home service. A number of them were completed using fixed wireless technology. Of the 51,877 locations served between the two funding opportunities with an awarded amount of \$298,081,976.52, 11,635 locations were served with fixed wireless via 6 projects. The minimum cost to serve a location with fixed wireless technology was \$274 and the maximum cost to serve a location with fixed wireless technology was \$39,214. The average cost, which was determined by dividing the number of locations served (11,635) by the total awarded amount for the fixed wireless projects, was \$1,449 per location. If the average cost per location were to stay the same under the BEAD program, the total cost to serve all unserved locations with fixed wireless service, calculated by \$1,449 x 84,099 locations, would equal \$121,859,451. This number does not include serving underserved locations or community anchor institutions. It also does not include the likelihood that costs will rise between now and 2026 when these projects will likely begin.

| NOFA 6 and NOFA 7         |                 | BEAD                           |                  |
|---------------------------|-----------------|--------------------------------|------------------|
| Fixed Wireless            |                 | Fixed Wireless                 |                  |
| Locations Served          | 11,635          | Unserved Locations             | 84,099           |
|                           |                 | Underserved Locations          |                  |
| Average Cost Per Location | \$1,449.00      | Average Cost Per Location      | \$1,449.00       |
| Total Project Cost        | \$16,859,115.00 | Total Project Cost             | \$121,859,451    |
|                           |                 | Total Project Cost +50% Buffer | \$182,789,176.50 |

It is unlikely that all unserved locations will be served by only fixed wireless technology or only fiber to the home, but the two calculations laid out above give an estimated range between \$122 million and \$1.3 billion to serve only unserved locations in Iowa. That range reflects cost buffers incorporated into the tables set forth above. In an effort to further refine this range, a

supplemental calculation is provided based on the percentage of projects from NOFA 6 and NOFA 7 that utilized fiber to the home vs. fixed wireless technology.

In NOFA 6 and NOFA 7, the percentage of locations that were served via fiber to the home was 77.57% (40,242 / 51,877). If we assume that the same percentage of locations will be served by fiber to the home for the total unserved locations for the BEAD program, we arrive at 65,235 locations to be served by fiber under the BEAD program (77.57% of 84,099). Accordingly, 22.43% of locations from NOFA 6 and NOFA 7 were served via fixed wireless technology (11,635 / 51,877). If we assume that the same percentage of locations will use fixed wireless technology for the total unserved locations for the BEAD program, we arrive at 18,863 locations to be served by wireless under the BEAD program (22.43% of 84,099).

| NOFA 6 and NOFA 7         |  |  | BEAD                           |  |  |
|---------------------------|--|--|--------------------------------|--|--|
|                           | Fiber  | Fixed Wireless                               |                                | Fiber  | Fixed Wireless                               |
| Locations Served          | 40,242<br>(77.57% of total locations served) | 11,635<br>(22.43% of total locations served) | Unserved Locations             | 65,235<br>(77.57% of total locations served) | 18,863<br>(22.43% of total locations served) |
|                           |  |  | Underserved Locations          |  |  |
| Average Cost Per Location | \$10,395                                     | \$1,449                                      | Average Cost Per Location      | \$10,395                                     | \$1,449                                      |
| Project Cost              | \$418,315,590                                | \$16,859,115                                 | Project Cost                   | \$678,117,825                                | \$27,332,487                                 |
| Total Project Cost        | \$435,174,705                                |  | Total Project Cost             | \$705,450,312                                |  |
|                           |  |  | Total Project Cost +50% Buffer | \$1,058,175,468                              |  |

Again, assuming the same ratio to calculate the estimated cost for locations to be served with fiber to the home, we arrive at the following formula:

65,235 (77.57% of unserved locations) x \$10,395 (average cost per location served with fiber to the home from NOFA 6 and NOFA 7) = \$678,117,825 in total estimated fiber costs for projects submitted to the BEAD program.

Similarly, assuming the same ratio to calculate the estimated cost for locations to be served with fixed wireless technology, we arrive at the following formula:

18,863 (22.43% of unserved locations) x \$1,149 (average cost per location served with fixed wireless technology from NOFA 6 and NOFA 7) = \$27,332,487 in total estimated wireless costs for projects submitted to the BEAD program.

Using the same ratio from NOFA 6 and NOFA 7 as outlined above, the total estimated cost for unserved locations would therefore be \$705,450,312 (\$678,117,825 + \$27,332,487).

Note: This number does not include serving underserved locations or community anchor institutions. It also does not incorporate the proposed buffer set forth in previous tables, which anticipates the likelihood that costs will rise between now and 2025/2026 when many projects will likely begin construction. And, it assumes that the ratio of projects that use fiber to the home and fixed wireless technology will be the same. To incorporate increased cost and other factors such as delays due to workforce and supply chain pressure, unknown economic climate, and additional federal requirements, we've added a 50% buffer on top of the above estimates to arrive at an alternative total estimated cost for serving unserved locations in Iowa at \$1,058,175,468.

### Summary

To summarize these estimates, we consider the upper tier as solely fiber to the home which would require approximately \$875 million to serve all unserved locations. We can consider the lower tier as solely fixed wireless technology which would require approximately \$122 million to serve all unserved locations. Finally, we can consider the estimate incorporating both fiber to the home and fixed wireless technology to require approximately \$705 million to serve all unserved locations. Adding in the 50% buffer to each number, we get the following estimates:

- Fiber Only: \$1,311,313,657.50
- Fixed Wireless Only: \$182,789,176.50
- Combined: \$1,058,175,468

The graph in Figure 28 below shows the estimated cost for fiber to the home, fixed wireless technology, a combination of both, and the 50% buffer. The graph also shows the cost to serve different percentages of the existing unserved and underserved locations.

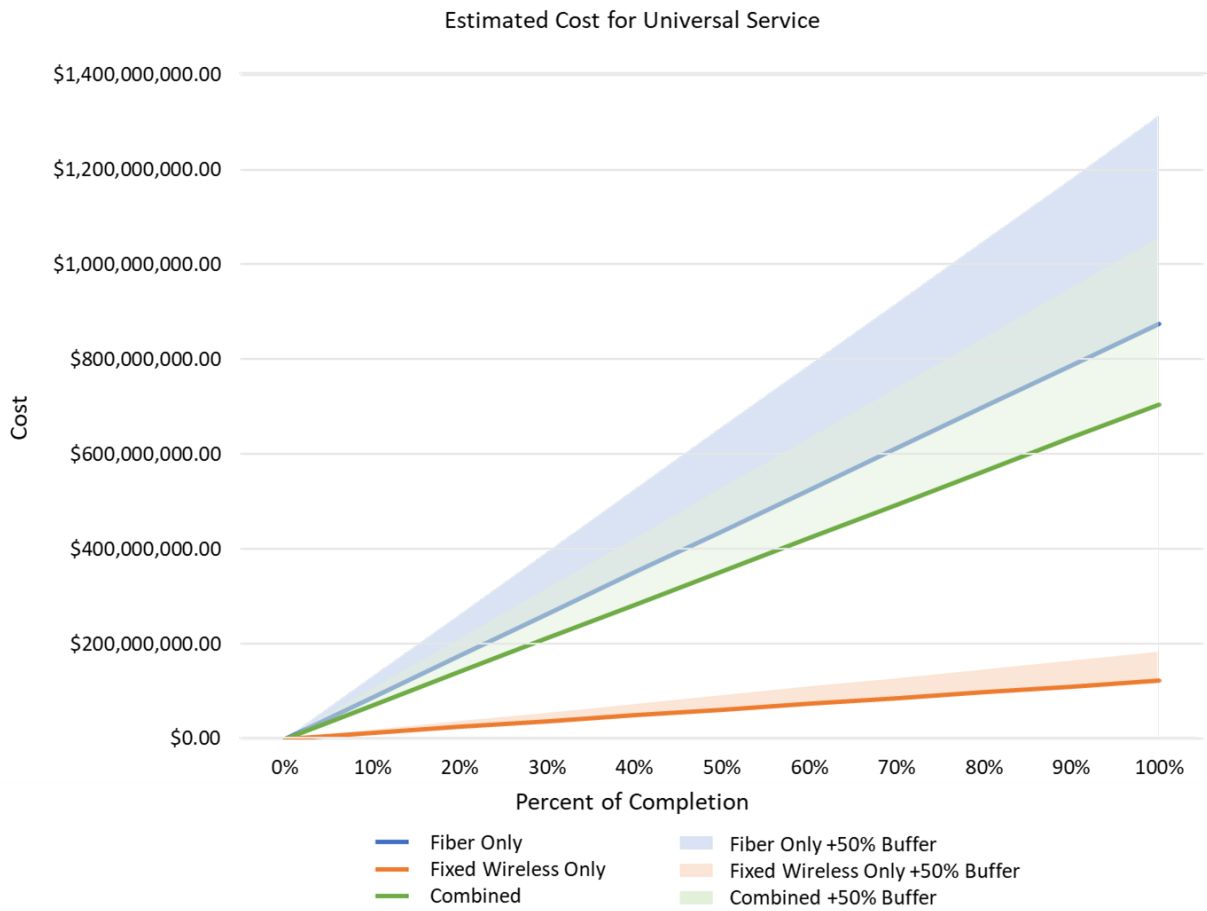


Figure 28: Cost estimates for universal service

## 2.4.10 Extremely High-Cost Threshold Selection Process

*Outline a plan for how the Extremely High Cost Per Location Threshold will be utilized in the subgrantee selection process to maximize the use of the best available technology while ensuring that the program can meet the prioritization and scoring requirements set forth in Section IV.B.6.b of the BEAD NOFO. The response must describe:*

- a. *The process for declining a subgrantee proposal that exceeds the threshold where an alternative technology is less expensive.*
- b. *The plan for engaging subgrantees to revise their proposals and ensure locations do not require a subsidy.*
- c. *The process for selecting a proposal that involves a less costly technology and may not meet the definition of Reliable Broadband.*

As outlined in Section 2.4.9 and as part of the process outlined in Section 2.4.3 of this Initial Proposal detailing the prioritization of Unserved Service Projects, DOM will analyze a number of factors including, but not limited to, applications to the BEAD NOFA (Appendix A). As part of the Rank Ordering Procedure outlined in Section 3 of the NOFA (Appendix A), projects exceeding the Extremely High Cost Per Location Threshold will be subject to negotiation and/or disqualification and may be removed from a higher-ranking application if the cost cannot be negotiated down. This is the fifth step in the Rank Ordering Procedure following the grouping, subgrouping, ranking, and overlapping exercises. The Extremely High Cost Per Location Threshold is defined in the NOFA (Appendix A) as: a BEAD subsidy cost per location to be utilized during the subgrantee selection process to decline or negotiate a proposed Project if use of an alternative technology meeting the BEAD Program's technical requirements would be less expensive.

Priority Broadband Projects are considered Group A (fiber) projects. If all unserved locations are contained in Group A applications, all will be funded via Group A projects as funding allows. If available funds are not sufficient to award all Group A projects, Group B (alternative technology) projects will be considered followed by Group C (non-reliable technology) projects. Any location contained within a Group A project that exceeds the threshold, but is also included in a Group B or Group C project, will likely be funded with a Group B or Group C project in order to ensure coverage of all unserved locations.

The same would be true for a location that is not included in a Group A project, but is included in both a Group B and Group C project. Any location contained in a Group B project that exceeds the threshold, but is also included in a Group C project, will likely be funded with a Group C project in order to ensure coverage of all unserved locations.

As part of the Preliminary Award Notice and Project Negotiation phase, DOM will enter into negotiations with a potential Awardee to adjust applications to satisfy the requirements of the BEAD program by serving all unserved locations in the state. If an agreement cannot be reached with the applicant that allows DOM to meet the program goals, DOM may withdraw the Preliminary Award Notice and release the Applicant of further obligations. Any location(s) from that application will be awarded to another application which may include an alternative or non-reliable technology project. If there is no project covering the location(s), DOM will begin negotiations with other successful Group A, Group B, or Group C applicants in order to determine the most cost-effective solution to serve the location(s) and meet the program goals.

DOM may, in its sole discretion, choose to award the entire or a partial amount of the grant funds requested by an applicant for any of a non-exclusive list of factors outlined in the NOFA (Appendix A) including, but not limited to, where DOM believes a partial award would maximize the impact of available funds in furtherance of the core objectives of the program.

The Extremely High Cost Per Location Threshold and its uses are outlined in Sections 1.3.16., 1.7.4., and 3 in the NOFA (Appendix A).

## 2.4.11 Financial Capability

*Describe how the Eligible Entity will ensure prospective subgrantees deploying network facilities meet the minimum qualifications for financial capability as outlined on pages 72 – 73 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. Detail how the Eligible Entity will require prospective subgrantees to certify that they are qualified to meet the obligations associated with a Project, that prospective subgrantees will have available funds for all project costs that exceed the amount of the grant, and that prospective subgrantees will comply with all Program requirements, including service milestones. To the extent the Eligible Entity disburses funding to subgrantees only upon completion of the associated tasks, the Eligible Entity will require each prospective subgrantee to certify that it has and will continue to have sufficient financial resources to cover its eligible costs for the Project until such time as the Eligible Entity authorizes additional disbursements.*
- b. Detail how the Eligible Entity plans to establish a model letter of credit substantially similar to the model letter of credit established by the FCC in connection with the Rural Digital Opportunity Fund (RDOF).*
- c. Detail how the Eligible Entity will require prospective subgrantees to submit audited financial statements.*
- d. Detail how the Eligible Entity will require prospective subgrantees to submit business plans and related analyses that substantiate the sustainability of the proposed project.*

a. DOM is committed to comprehensive vetting of applicants throughout the selection process to ensure that the applicants seeking to deploy network facilities meet the qualifications for financial capability as defined in the BEAD NOFO<sup>24</sup>. DOM has completed eight prior broadband grant award programs under the Empower Rural Iowa Broadband Grant Program, facilitating over \$500M in broadband awards and can provide any additional documentation to ensure the program is successful.

DOM will require applicants to certify that they are qualified to meet the obligations associated with a Project, that the applicants will have available funds for all project costs that exceed the amount of the grant, and that the applicants will comply with all Program requirements, including service milestones. DOM intends to implement payments via accelerated payment and reimbursement basis. To the extent that DOM disburses the remainder of funding to subgrantees only upon completion of the associated tasks, it will be required that each subgrantee certifies that it has and will continue to have sufficient financial resources to cover its eligible costs for the Project until such time as DOM authorizes additional disbursements. Payments are outlined in Section 1.6.2.2. of the NOFA (Appendix A) and Section 4 of the Grant Agreement (Appendix C). The Letter of Credit requirements are outlined in Section 3 of the Grant Agreement (Appendix C).

b. DOM will research letter of credit examples established by the FCC in connection with the Rural Digital Opportunity Fund (RDOF). DOM will also work with a vendor with experience in the financial services arena to ensure that the letter of credit that is established by DOM meets the requirements of the BEAD program, contains all relevant information, and is understood by potential applicants and financial institutions in the state.

DOM plans to utilize the BEAD Letter of Credit Waiver guidance issued by NTIA to also offer applicants additional options to meet the financial requirements of the BEAD program as outlined below:

- Subgrantee Option to Use Credit Unions
  - That portion of the LOC Requirement that requires the use of a bank that meets the eligibility requirements of 47 C.F.R. § 54.804(c)(2) is waived where the subgrantee otherwise meets the LOC Requirement using:
    - Any United States credit union that:
      - is insured by the National Credit Union Administration; and

<sup>24</sup> See Section IV.D.2. BEAD NOFO



- has a credit union safety rating issued by Weiss of B- or better.
- Subgrantee Option to Use Performance Bonds
  - That the LOC Requirement is waived where:
    - During the application process, prospective subgrantees are required to submit a letter from a company holding a certificate of authority as an acceptable surety on federal bonds as identified in the Department of Treasury Circular 570 committing to issue a performance bond to the prospective subgrantee. The letter shall at a minimum provide the dollar amount of the performance bond.
    - Prior to entering into any subgrantee agreement, each prospective subgrantee obtains a performance bond, acceptable in all respects to the Eligible Entity and in a value of no less than 100 percent of the subaward amount.
  - Where a subgrantee chooses to exercise the option to obtain a performance bond under this waiver, the requirement that the subgrantee “provide with its letter of credit an opinion letter from legal counsel clearly stating, subject only to customary assumptions, limitations, and qualifications, that in a proceeding under Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), the bankruptcy court would not treat the letter of credit or proceeds of the letter of credit as property of the winning subgrantee’s bankruptcy estate under Section 541 of the Bankruptcy Code” is waived.
- Reduction of LOC/Performance Bonds Upon Completion of Milestones
  - The requirement that “In no event, however, shall the letter of credit have a value of less than 25 percent of the subaward amount” is waived, conditioned on the requirement that the subgrantee obtain a new a letter of credit in a reduced amount upon achievement of specific deployment milestones that are publicly specified by the Eligible Entity and applicable to all subgrantees subject to the LOC Requirement. Where a subgrantee chooses to utilize a performance bond in lieu of a letter of credit, Eligible Entities shall also have the option to reduce the amount of the performance bond by a commensurate amount as subgrantees meet the same service milestones.
  - By way of example, an Eligible Entity could specify that a subgrantee may obtain a new letter of credit or renew its existing letter of credit to reduce its value in accordance with the following limitations:
    - Upon demonstrating to the satisfaction of the Eligible Entity that it has completed the buildout of 40 percent of locations to be served by the project, a subgrantee may obtain a new letter of credit or renew its existing letter of credit so that it is valued at no less than 20 percent of the award amount.
    - Upon demonstrating to the satisfaction of the Eligible Entity that it has completed the buildout of 60 percent of locations to be served by the project, a subgrantee may obtain a new letter of credit or renew its existing letter of credit so that it is valued at no less than 15 percent of the award amount.

- Upon demonstrating to the satisfaction of the Eligible Entity that it has completed the buildout of 80 percent of locations to be served by the project, a subgrantee may obtain a new letter of credit or renew its existing letter of credit so that it is valued at no less than 10 percent of the award amount.
  - Upon demonstrating to the satisfaction of the Eligible Entity that it has completed the buildout of 100 percent of locations to be served by the project, a subgrantee may terminate its letter of credit under the terms set forth therein.
- Subgrantee Option for Alternative Initial LOC or Performance Bond Percentage
    - The requirement that the initial letter of credit be for 25% of the subaward amount, or in the case where a subgrantee chooses to utilize a performance bond, allow the initial amount of the performance bond to be lower than 100% of the subaward amount, where:
      - The Eligible Entity issues funding on a reimbursable basis consistent with the BEAD NOFO<sup>25</sup>;
      - Reimbursement is for periods of no more than six months; and
      - The subgrantee commits to maintain a letter of credit or performance bond in the amount of 10% of the subaward until it has demonstrated to satisfaction of the Eligible Entity that it has completed the buildout of 100 percent of locations to be served by the project or until the period of performance of the subaward has ended, whichever occurs first.
  - c. DOM will require that each applicant submit financial statements that are audited by an independent certified public accountant from the prior fiscal year. If the applicant has not been audited during the ordinary course of business, in lieu of submitting audited financial statements, applicants may submit unaudited financial statements from the prior fiscal year and then certify that they will provide financial statements from the prior fiscal year that are audited by an independent certified public accountant within a prescribed period. DOM will not approve any grant for the deployment or upgrading of network facilities unless it determines that the documents submitted demonstrate the applicant's financial capability with respect to the proposed project. DOM and industry consultants will review financial statements for financial ratios, audit results, prior monitoring reports (where applicable), credit ratings and other factors to determine financial capability.

Applicants will be required to submit audited financial statements as outlined in Section 2.2.4.2.1. of the NOFA (Appendix A).

- d. DOM will require applicants to submit business plans and related analyses that substantiate the sustainability of the proposed project. This can be provided in the form of pro forma statements or analyses, inclusive of cash flow and balance sheet projections and should include at least three years of operating cost and cash flow projections post targeted completion of project. This data will be required as part of their applications and stored in the Iowa Grants Management System.

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<sup>25</sup> See Section IV.C.1.b BEAD NOFO

Applicants will be required to submit business plans and related analyses as outlined in Section 2.2.4.2.2. of the NOFA (Appendix A).

### **2.4.11.1 Optional Attachment**

*As an optional attachment, submit application materials related to the BEAD subgrantee selection process, such as drafts of the Requests for Proposals for deployment projects, and narrative to crosswalk against requirements in the Deployment Subgrantee Qualifications section.*

NOFA9 (Appendix A)

Exhibit F – Certifications (Appendix B)

Exhibit E – Grant Agreement (Appendix C)

## 2.4.12 Managerial Capability

*Describe how the Eligible Entity will ensure any prospective subgrantee deploying network facilities meets the minimum qualifications for managerial capability as outlined on pages 73 – 74 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. Detail how the Eligible Entity will require prospective subgrantees to submit resumes for key management personnel.*
- b. Detail how it will require prospective subgrantees to provide a narrative describing their readiness to manage their proposed project and ongoing services provided.*

a. Each applicant will be required to submit resumes for all key management personnel and any necessary organizational charts detailing all parent, subsidiaries, and affiliates as part of the Applicant/Owner Organization section outlined in the NOFA (Appendix A). Resumes will be evaluated on the following: years of industry experience, specific technical experience including formal education, certifications or licenses, past experience with projects in similar size, scope, cost and complexity, depth and breadth of industry knowledge, and other related factors. Resumes will be uploaded into the Iowa Grants Management System at the time of application. DOM and industry expert consultants will review resumes to ensure that the managerial capability of the applicant is adequate with respect to the proposed project. Applicants will be required to submit resumes for key management personnel as outlined in the Applicant/Owner Organization Section 2.2.2.1.1.8. of the NOFA (Appendix A).

b. Each applicant will be required to submit a narrative describing its readiness to manage a broadband services network as part of the Demonstrated Experience section of the application as defined in the NOFA (Appendix A). The narrative will describe the experience and qualifications of key management for undertaking this project, its experience undertaking projects of similar size and scope, recent and upcoming organizational changes including mergers and acquisitions, and relevant organizational policies. This information will be uploaded into the Iowa Grants Management System at the time of application. DOM and industry expert consultants will review the information to ensure that the applicant has adequately portrayed their readiness to manage their proposed project and ongoing services provided.

Each applicant will be required to self-certify a number of items as part of the initial grant application consistent with the certification requirements outlined in the BEAD NOFO<sup>26</sup>. Successful applicants who receive grant funding will be required to periodically re-certify as part of their regular project reporting requirements.

Applicants will be required to submit a narrative describing their readiness to manage their proposed project and ongoing services provided as outlined in Section 2.2.4.1.5. of the NOFA (Appendix A).

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<sup>26</sup> See Section IV.D.2. BEAD NOFO

### 2.4.13 Technical Capability

*Describe how the Eligible Entity will ensure any prospective subgrantee deploying network facilities meets the minimum qualifications for technical capability as outlined on page 74 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. Detail how the Eligible Entity will require prospective subgrantees to certify that they are technically qualified to complete and operate the Project and that they are capable of carrying out the funded activities in a competent manner, including that they will use an appropriately skilled and credentialed workforce.*
- b. Detail how the Eligible Entity will require prospective subgrantees to submit a network design, diagram, project costs, build-out timeline and milestones for project implementation, and a capital investment schedule evidencing complete build-out and the initiation of service within four years of the date on which the entity receives the subgrant, all certified by a professional engineer, stating that the proposed network can deliver broadband service that meets the requisite performance requirements to all locations served by the Project.*

a. DOM is committed to ensuring that prospective subgrantees seeking to deploy network facilities are thoroughly vetted and meet the minimum qualifications for technical capabilities as outlined in the BEAD NOFO<sup>27</sup>.

As part of the certifications, applicants must certify that they are technically qualified to complete and operate the Project and that it is capable of carrying out the funded activities in a competent manner, including that it will use an appropriately skilled and credentialed workforce. As outlined in Section 2.2.4.1.5. of the NOFA (Appendix A), applicants must provide a narrative describing their readiness to manage a broadband services network. This narrative should describe the experience and qualifications of key management for undertaking the project, its experience undertaking projects of similar size and scope, recent and upcoming organizational changes including mergers and acquisitions, and relevant organizational policies. As outlined in Section 2.2.4.1.4. of the NOFA (Appendix A), for a new entrant to the broadband market, an applicant must provide evidence sufficient to demonstrate that the newly formed entity has obtained, through internal or external resources, sufficient operational capabilities. Such evidence may include resumes from key personnel, project descriptions and narratives from contractors, subcontractors, or other partners with relevant operational experience, or other comparable evidence. This certification will be included as an exhibit in the initial application (Appendix B).

Additionally, applicants will be required to submit a plan for ensuring that the project workforce will be an appropriately skilled and credentialed workforce in the Fair Labor Practices Form outlined in Section 2.2.6.10. of the NOFA (Appendix A). The form will be developed once NTIA approval of this proposal has been received, and will include all required information in accordance with the BEAD NOFO<sup>28</sup>.

b. DOM will require all applicants to submit the required elements to ensure technical capability by providing a Professional Engineer Certification as outlined in Section 2.2.6.9. of the NOFA (Appendix A).

This information will be submitted into Iowa Grants at the time of application. DOM and industry expert consultants will review the information to ensure that the documentation meets the BEAD requirements. DOM will not approve any grant for the deployment or upgrading of network facilities unless it determines that the materials submitted to it demonstrate the applicant's technical capability with respect to the proposed project.

### 2.4.14 Compliance With Applicable Laws

*Describe how the Eligible Entity will ensure any prospective subgrantee deploying network facilities meets the minimum*

<sup>27</sup> See Section IV.D.2. BEAD NOFO

<sup>28</sup> See Section IV.C.1 BEAD NOFO

*qualifications for compliance with applicable laws as outlined on page 74 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. Detail how the Eligible Entity will require prospective subgrantees to demonstrate that they are capable of carrying out funded activities in a competent manner in compliance with all applicable federal, state, territorial, and local laws.*
- b. Detail how the Eligible Entity will require prospective subgrantees to permit workers to create worker-led health and safety committees that management will meet with upon reasonable request.*

a. DOM is committed to ensuring that prospective subgrantees seeking to deploy network facilities are thoroughly vetted and meet the minimum qualifications regarding compliance with applicable laws as outlined in the BEAD NOFO<sup>29</sup>. DOM will require applicants to demonstrate that they can carry out funded activities in a competent manner in compliance with all applicable Federal, State of Iowa, Territorial, and local laws. Applicants will be subject to a risk assessment as outlined in Section 1.8.10. of the NOFA (Appendix A). Additionally, the grant agreement (Appendix C) references all applicable laws, including the minimum qualifications for compliance as outlined on page 74 of the BEAD NOFO<sup>30</sup>.

b. To ensure that a subgrantee complies with occupational safety and health requirements, DOM will require subgrantees to permit workers to create worker-led health and safety committees that management will meet with upon reasonable request. This is included in Section 3.1.1.3. of the NOFA (Appendix A) and is used as a scoring criteria. This section also requires applicants to complete the Fair Labor Practices Form outlined in Section 2.2.6.10. of the NOFA (Appendix A). The form will be developed once NTIA approval of this proposal has been received, and will include all required information in accordance with the BEAD NOFO<sup>31</sup>. DOM will ensure subgrantees are aware of these regulations prior to and throughout the selection process by conducting regulations information webinars, posting a list of regulations on the DOM website, and including the requirements in grant applications/instructions, grant agreement terms/conditions (Appendix C), and subrecipient grant monitoring program requirements. DOM will also make readily available resources for subgrantees to leverage, such as the Iowa Department Inspections Appeals & Licensing website, and the Iowa Department of Health and Human Services' Occupational Health & Safety Surveillance website. Applications that fail to meet the minimum qualifications for compliance with applicable laws as outlined on page 74 of the BEAD NOFO<sup>32</sup> will not be considered to receive BEAD funding through DOM.

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<sup>29</sup> See Section IV.D.2. BEAD NOFO

<sup>30</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>31</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>32</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

## 2.4.15 Operational Capability

*Describe how the Eligible Entity will ensure any prospective subgrantee deploying network facilities meets the minimum qualifications for operational capability as outlined on pages 74 – 75 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. *Detail how the Eligible Entity will require prospective subgrantees to certify that they possess the operational capability to qualify to complete and operate the Project.*
- b. *Detail how the Eligible Entity will require prospective subgrantees to submit a certification that they have provided a voice, broadband, and/or electric transmission or distribution service for at least two (2) consecutive years prior to the date of their application submission or that they are a wholly owned subsidiary of such an entity and attest to and specify the number of years the prospective subgrantee or its parent company has been operating.*
- c. *Detail how the Eligible Entity will require prospective subgrantees that have provided a voice and/or broadband service, to certify that it has timely filed Commission Form 477s and the Broadband DATA Act submission, if applicable, as required during this time period, and otherwise has complied with the Commission's rules and regulations.*
- d. *Detail how the Eligible Entity will require prospective subgrantees that have operated only an electric transmission or distribution service, to submit qualified operating or financial reports, that it has filed with the relevant financial institution for the relevant time period along with a certification that the submission is a true and accurate copy of the reports that were provided to the relevant financial institution.*
- e. *In reference to new entrants to the broadband market, detail how the Eligible Entity will require prospective subgrantees to provide evidence sufficient to demonstrate that the newly formed entity has obtained, through internal or external resources, sufficient operational capabilities.*

Each applicant will be required to self-certify that they possess the operational capability to complete and operate the project and submit any applicable documentation as outlined in Section 2.2.4. of the NOFA (Appendix A). Any new entrants will be required to meet all of the qualification criteria and submit all associated documentation, certifications, including Professional Engineer certifications outlined in Section 2.2.6.9. of the NOFA (Appendix A).



## 2.4.16 Ownership Information

*Describe how the Eligible Entity will ensure that any prospective subgrantee deploying network facilities meets the minimum qualifications for providing information on ownership as outlined on page 75 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. *Detail how the Eligible Entity will require prospective subgrantees to provide ownership information consistent with the requirements set forth in 47 C.F.R. § 1.2112(a)(1)-(7).*

Each applicant will be required to submit ownership information consistent with the requirements set forth in 47 C.F.R. § 1.2112(a)(1)-(7) as part of the Applicant/Owner Organization section outlined in Section 2.2.2. of the NOFA (Appendix A). Ownership information will be submitted into Iowa Grants at the time of application. DOM and industry expert consultants will review the ownership information to ensure that it is adequate with respect to the proposed project.

## 2.4.17 Other Public Funding

*Describe how the Eligible Entity will ensure any prospective subgrantee deploying network facilities meets the minimum qualifications for providing information on other public funding as outlined on pages 75 – 76 of the BEAD NOFO. If the Eligible Entity opts to provide application materials related to the BEAD subgrantee selection process, the Eligible Entity response may reference those to outline alignment with requirements for this section. The response must:*

- a. *Detail how it will require prospective subgrantees to disclose for itself and for its affiliates, any application the subgrantee or its affiliates have submitted or plan to submit, and every broadband deployment project that the subgrantee or its affiliates are undertaking or have committed to undertake at the time of the application using public funds.*
- b. *At a minimum, the Eligible Entity shall require the disclosure, for each broadband deployment project, of: (a) the speed and latency of the broadband service to be provided (as measured and/or reported under the applicable rules), (b) the geographic area to be covered, (c) the number of unserved and underserved locations committed to serve (or, if the commitment is to serve a percentage of locations within the specified geographic area, the relevant percentage), (d) the amount of public funding to be used, (e) the cost of service to the consumer, and (f) the matching commitment, if any, provided by the subgrantee or its affiliates.*

a. Each applicant will be required to disclose for itself, subsidiaries, and for its affiliates, any application the applicant, subsidiaries, or its affiliates have submitted or plan to submit, and every broadband deployment project that the subgrantee or its affiliates are undertaking or have committed to undertake at the time of the application using public funds as part of the Demonstrated Experience Application section outlined in Section 2.2.4.3. of the NOFA (Appendix A). This disclosure will be completed in the Iowa Grants Management System at the time of application. DOM and industry expert consultants will review the information to ensure that the documentation meets the BEAD requirements.

b. As part of Section 2.2.4.3. of the NOFA (Appendix A), each applicant will be required to submit a disclosure, for each broadband deployment project funded with other public funds, of: (a) the speed and latency of the broadband service to be provided (as measured and/or reported under the applicable rules), (b) the geographic area to be covered, (c) the number of unserved and underserved locations committed to serve (or, if the commitment is to serve a percentage of locations within the specified geographic area, the relevant percentage), (d) the amount of public funding to be used, (e) the cost of service to the consumer, and (f) the matching commitment, if any, provided by the subgrantee or its affiliates. This disclosure will be submitted into the Iowa Grants Management System at the time of application. DOM and industry expert consultants will review the information to ensure that the documentation meets the BEAD requirements.

## 2.5 Non-Deployment Subgrantee Selection (Requirement 9)

### 2.5.1 Non-Deployment

*Describe a fair, open, and competitive subgrantee selection process for eligible non-deployment activities. Responses must include the objective means, or process by which objective means will be developed, for selecting subgrantees for eligible non-deployment activities. If the Eligible Entity does not intend to subgrant for non-deployment activities, indicate such.*

Iowa does not anticipate sufficient funding to support non-deployment uses and does not intend to subgrant for non-deployment activities. DOM will revisit the non-deployment activities pending availability of funds after prioritizing unserved, underserved, and community anchor institution locations.

## 2.5.2 Non-Deployment Selection

*Describe the Eligible Entity's plan for the following:*

- a. *How the Eligible Entity will employ preferences in selecting the type of non-deployment initiatives it intends to support using BEAD Program funds.*
- b. *How the non-deployment initiatives will address the needs of residents within the jurisdiction.*
- c. *The ways in which engagement with localities and stakeholders will inform the selection of eligible non-deployment activities.*
- d. *How the Eligible Entity will determine whether other uses of the funds might be more effective in achieving the BEAD Program's equity, access, and deployment goals.*

Iowa does not anticipate sufficient funding to support non-deployment uses and does not intend to subgrant for non-deployment activities. DOM will revisit the non-deployment activities pending availability of funds after prioritizing unserved, underserved, and community anchor institution locations.

### 2.5.3 Non-Deployment Coverage

*Describe the Eligible Entity's plan to ensure coverage to all unserved and underserved locations prior to allocating funding to non-deployment activities.*

Iowa does not anticipate sufficient funding to support non-deployment uses and does not intend to subgrant for non-deployment activities. DOM will revisit the non-deployment activities pending availability of funds after prioritizing unserved, underserved, and community anchor institution locations.

## 2.5.4 Non-Deployment Qualifications

*Describe how the Eligible Entity will ensure prospective subgrantees meet the general qualifications outlined on pages 71 – 72 of the BEAD NOFO.*

Iowa does not anticipate sufficient funding to support non-deployment uses and does not intend to subgrant for non-deployment activities. DOM will revisit the non-deployment activities pending availability of funds after prioritizing unserved, underserved, and community anchor institution locations.

## 2.6 Eligible Entity Implementation Activities (Requirement 10)

### 2.6.1 Eligible Entity Implementation

*Describe any initiatives the Eligible Entity proposes to implement as the recipient without making a subgrant, and why it proposes that approach.*

Iowa does not intend to operate as the recipient without making a subgrant. However, DOM will utilize BEAD funding via the following:

DOM intends to use funding for all aspects of administering, planning, and organizing the BEAD program such as completing BEAD grant reports, preparing grant-related documents, and completing any grant-related monitoring and audit activities. These costs include funding for broadband office personnel such as: BEAD Program Manager, Digital Equity Program Manager, Compliance Officer, Budget Analyst, Legal Services, GIS Specialists, BEAD Project Officer, and Grants Management and Procurement Administrator. This also includes costs associated with travel to SBLN conferences and any office materials needed to complete the program.

DOM will also use funding to support the use of contractors to assist with the implementation and development of the challenge process portal, local coordination, community outreach, grant administration, subgrantee selection, and subgrantee compliance and monitoring. These activities will be implemented over the course of the next several years, so it will be important to create a solid foundation and vision in place. DOM will also use funding to support any future procurement efforts that have yet to be determined in order to meet the BEAD Program goals.

Similarly to what is indicated in Section 2.5 of this Initial Proposal, Iowa does not anticipate sufficient funding to support non-deployment uses and does not intend to subgrant for non-deployment activities. However, DOM intends to revisit non-deployment and implementation activities if funding allows and the need arises.

## 2.7 Labor Standards and Protection (Requirement 11)

### 2.7.1 Labor Standards

*Describe the specific information that prospective subgrantees will be required to provide in their applications and how the Eligible Entity will weigh that information in its competitive subgrantee selection processes. Information from prospective subgrantees must demonstrate the following and must include information about contractors and subcontractors:*

- a. Prospective subgrantees' record of past compliance with federal labor and employment laws, which:
  - 1. Must address information on these entities' compliance with federal labor and employment laws on broadband deployment projects in the last three years;*
  - 2. Should include a certification from an Officer/Director-level employee (or equivalent) of the prospective subgrantee evidencing consistent past compliance with federal labor and employment laws by the subgrantee, as well as all contractors and subcontractors; and*
  - 3. Should include written confirmation that the prospective subgrantee discloses any instances in which it or its contractors or subcontractors have been found to have violated laws such as the Occupational Safety and Health Act, the Fair Labor Standards Act, or any other applicable labor and employment laws for the preceding three years.**
- b. Prospective subgrantees' plans for ensuring compliance with federal labor and employment laws, which must address the following:
  - 1. How the prospective subgrantee will ensure compliance in its own labor and employment practices, as well as that of its contractors and subcontractors, including:
    - a. Information on applicable wage scales and wage and overtime payment practices for each class of employees expected to be involved directly in the physical construction of the broadband network; and*
    - b. How the subgrantee will ensure the implementation of workplace safety committees that are authorized to raise health and safety concerns in connection with the delivery of deployment projects.***

a. Applicants will be required to complete the Fair Labor Practices Form as outlined in Section 2.2.6.10. of the NOFA (Appendix A) including written confirmation that the applicant discloses any instances in which it or its contractors or subcontractors have been found to have violated laws such as the Occupational Safety and Health Act, the Fair Labor Standards Act, or any other applicable labor and employment laws for the preceding three years. The form will be developed once NTIA approval of this proposal has been received, and will include all required information in accordance with the BEAD NOFO<sup>33</sup>.

b. Applicants will be required to submit plans for ensuring compliance with federal labor and employment laws as part of the Fair Labor Practices Form. The information submitted will be used in the Fair Labor Practices scoring criteria outlined in Section 3.1.1.3. of the NOFA (Appendix A).

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<sup>33</sup> See Section IV.C. BEAD NOFO



## 2.7.2 Mandatory Requirements

*Describe in detail whether the Eligible Entity will make mandatory for all subgrantees (including contractors and subcontractors) any of the following and, if required, how it will incorporate them into binding legal commitments in the subgrants it makes:*

- a. *Using a directly employed workforce, as opposed to a subcontracted workforce;*
- b. *Paying prevailing wages and benefits to workers, including compliance with Davis-Bacon and Service Contract Act requirements, where applicable, and collecting the required certified payrolls;*
- c. *Using project labor agreements (i.e., pre-hire collective bargaining agreements between unions and contractors that govern terms and conditions of employment for all workers on a construction project);*
- d. *Use of local hire provisions;*
- e. *Commitments to union neutrality;*
- f. *Use of labor peace agreements;*
- g. *Use of an appropriately skilled workforce (e.g., through Registered Apprenticeships or other joint labor-management training programs that serve all workers, particularly those underrepresented or historically excluded);*
- h. *Use of an appropriately credentialed workforce (i.e., satisfying requirements for appropriate and relevant pre-existing occupational training, certification, and licensure); and*
- i. *Taking steps to prevent the misclassification of workers.*

DOM does not plan to incorporate any of the listed items into legally binding commitments for subgrantees (including contractors and subcontractors) outside of what is explicitly required in the BEAD NOFO<sup>34</sup>.

DOM expects applicants to incorporate these items into their applications as dictated by the BEAD NOFO<sup>35</sup> and as directed in DOM's Initial Proposal. These items will not be included in legally binding commitments, but instead utilized as criteria in the selection process as outlined in Section 3.1.1.3. of the NOFA (Appendix A). The applicant will, however, be required to certify as part of the application process that they are technically qualified to complete and operate the project and are capable of carrying out the funded activities in a competent manner, including use of an appropriately skilled and credentialed workforce as outlined in Exhibit F of the NOFA. (Appendix B)

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<sup>34</sup> See Section IV.C.1.e. BEAD NOFO

<sup>35</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

## 2.8 Workforce Readiness (Requirement 12)

### 2.8.1 Workforce Requirements

*Describe how the Eligible Entity and their subgrantees will advance equitable workforce development and job quality objectives to develop a skilled, diverse workforce. At a minimum, this response must clearly provide each of the following, as outlined on page 59 of the BEAD NOFO:*

- a. *A description of how the Eligible Entity will ensure that subgrantees support the development and use of a highly skilled workforce capable of carrying out work in a manner that is safe and effective;*
- b. *A description of how the Eligible Entity will develop and promote sector-based partnerships among employers, education and training providers, the public workforce system, unions and worker organizations, and community-based organizations that provide relevant training and wrap-around services to support workers to access and complete training (such as child care, transportation, mentorship, etc.), to attract, train, retain, or transition to meet local workforce needs and increase high-quality job opportunities;*
- c. *A description of how the Eligible Entity will plan to create equitable on-ramps into broadband-related jobs, maintain job quality for new and incumbent workers engaged in the sector; and continually engage with labor organizations and community-based organizations to maintain worker voice throughout the planning and implementation process; and*
- d. *A description of how the Eligible Entity will ensure that the job opportunities created by the BEAD Program and other broadband funding programs are available to a diverse pool of workers.*

Workforce is a key component of Governor Reynolds' Vision for Iowa. The Governor created the Iowa Office of Apprenticeship within Iowa Workforce Development. This office will manage apprenticeship programs and oversight at the state level similar to the U.S. Department of Labor's Office of Apprenticeship. DOM is looking forward to exploring what this new office will bring to address workforce concerns regarding broadband.

Initial discussions with Iowa Workforce Development (IWD) have taken place to determine the best path forward to address any workforce-related issues. State-specific workforce analysis shared with DOM by NTIA shed light on the projected demand for BEAD-related occupations and the potential deficit of workers to fill these positions. The two largest areas of demand for BEAD-related jobs in terms of sheer numbers of positions are laborers/material movers and trucking crew. These positions are in high demand in multiple industries. There were a number of occupations listed that showed an 8% or higher potential deficit. Those are laborers/material movers, equipment operators, master and stage electricians, fiber and wireless technicians, trenchers, and network architects and coordinators.

Additional discussions continue with Community Colleges for Iowa. Community Colleges for Iowa is a nonprofit, volunteer membership association that advocates on behalf of Iowa's community colleges. Iowa's community colleges are not a system with a centralized administration; they are 15 separate and independent community colleges. There are programs in place that address many of the future workforce needs. Program examples are noted below. Some community college programs even offer free tuition, gap assistance, apprenticeship programs, and credit and non-credit opportunities. Some initial areas to explore include educating/reeducating incarcerated individuals and English language learners.

The NTIA report notes that demand for jobs specific to BEAD makes up 8% of Iowa's cross-industry deficit. It suggests that given the persistent shortages of workers with the trade skills necessary to construct new broadband networks, expanding the labor pool may be necessary. Potential solutions to address the deficit include partnering with community-based organizations for recruiting and training programs which might attract workers from underrepresented groups. Also, collaborating with unions and the Armed Forces can help retirees and transitioning service members leverage adjacent skill sets and join the telecom workforce. DOM is eager to continue the discussion to analyze the available data and develop solutions for both opportunities and significant workforce deficits. Based on data collected by NTIA from cross-industry sources including BLS, PMP, OCED, CBO, CostQuest and Deloitte Analysis, the sectors with the largest deficit include:

- Laborers and material movers - 10.2% deficit
- Equipment operators - 10.2% deficit

- Master and stage electricians - 9.1% deficit
- Fiber and wireless technicians - 8.9% deficit
- Trenchers - 8.6% deficit
- Network architects and coordinators - 8.0% deficit

DOM is using a multi-pronged approach in its advance toward equitable workforce development and job quality objectives to develop a skilled workforce. The focus of workforce-related efforts by DOM is to work with relevant partners to ensure four primary components are implemented across the state. While some efforts are only in the beginning stages, each component is described in more detail below.

**1. Support subgrantees in developing and using a highly skilled workforce capable of carrying out required work in a safe and effective manner.**

As previously noted, the State of Iowa faces a workforce shortage similar to other states around the country, both within the broadband provider community and beyond. DOM and other partners are working directly and indirectly to develop ways of growing a qualified workforce and ensure a sufficient workforce is available to complete all BEAD-related broadband deployments. Current and future strategic partnerships, new programs, and deliberate efforts will support subgrantees in creating and using a highly skilled workforce. Examples include, but not limited to:

- Governor’s Economic Recovery Advisory Board
- Des Moines Area Community College’s Network Telecommunications Certificate
- Statewide Youth Broadband Advisory Council
- Iowa Workforce Development/Future Ready Iowa
- Iowa Registered Apprenticeship Development Programs
- Monitoring and Controlling of BEAD Program and Subgrantees

Each area program or initiative highlighted above is described in more detail below.

**Governor’s Economic Recovery Advisory Board**

Established in 2020, the Governor’s Economic Recovery Advisory Board (ERAB) was created to make recommendations to improve the state economy in response to the Pandemic and to work toward the modernization of Iowa’s economy. There were eight focus areas, including connectivity and workforce development. In 2021, the Board issued a report that provided the foundation for future economic growth in Iowa. The report included multiple recommendations related to workforce development. Broadband-specific recommendations were highlighted as part of the overall goal of making Iowa a global leader in broadband.

Current broadband program initiatives conducted by DOM and future initiatives made possible with BEAD and DE funding will directly support many of the findings and recommended actions outlined by the Board including:

1. Universal broadband access for Iowans.
2. Subsidize low to no-cost broadband access to negate the financial barriers to adoption.
3. Increase skilled labor force.
4. Adequate access to broadband impacts health, learning, and working, as well as the agriculture and manufacturing sectors.

5. Universal adoption of broadband resources.
6. Expand statewide connectivity and create a statewide Learning Management System (LMS).
7. Implement new technologies to address the roadblock to universal broadband adoption.
8. Expand remote working opportunities for government employees.
9. Support virtual care and telehealth services.

The complete ERAB report including all findings and recommendations can be found online<sup>36</sup>.

While additional programs and partnerships may be created as the BEAD Program progresses in Iowa, existing training programs across the state will support the growth in the necessary workforce areas to accomplish the broadband expansion goals laid out in the BEAD program. DOM will serve as a communication channel, effectively building the bridge between those broadband providers in need of workers and worker training, existing school and training providers, and those potential workers.

Two existing training program examples are noted below. DOM will serve as an advocate for these programs, and others as identified, where they can support the workforce needs of those broadband providers working to implement the BEAD Program.

**Network Technology – Telecommunications Certificate:** Offered at Des Moines Area Community College, the Network Technology – Graduates of the Telecommunications Certificate program will be well-prepared for entry-level careers in various information technology fields. This includes roles in the installation and repair of telecommunications, such as network engineering, as well as the installation and maintenance of network services encompassing voice, video, and data<sup>37</sup>. The telecommunications industry offers a wide array of technical and management positions including:

- Service delivery and provisioning specialists.
- Fiber-optic transmission specialists.
- Telephone technicians.
- Data center technicians.
- Outside plant specialists (fiber and copper cable splicing and repair).
- Telecommunications network systems designers and engineers.

**Fiber Optics Training:** BDI DataLynk offers the fiber optics technician low-cost, fiber optics networking courses for all types of fiber optics installations. Their courses include:

- Certified Fiber Optics Technician Course (CFOT) Basic Course
- Certified Fiber Optics Specialist in Testing (CFOS/T) Specialist Course
- Fiber Optics Splicing Specialist Certification (CFOS/S) Specialist Course
- Certified Fiber Optic Specialist/Outside Plant (CFOS/O) Course
- Certified Fiber Optic Specialist/FTTH (CFOS/H) Course

**2. Foster and advocate for sector-based partnerships among employers, educational and training institutions, the public workforce system, labor organizations, and community-based organizations that provide pertinent training and comprehensive support services. These partnerships aim to enable workers to access and successfully complete training programs, facilitating recruitment, retraining, or transitioning to**

<sup>36</sup> [https://governor.iowa.gov/sites/default/files/documents/GovAdvisoryBoard\\_Report\\_112020\\_F.pdf](https://governor.iowa.gov/sites/default/files/documents/GovAdvisoryBoard_Report_112020_F.pdf)

<sup>37</sup> [https://catalog.dmac.edu/preview\\_program.php?catoid=23&pooid=4060](https://catalog.dmac.edu/preview_program.php?catoid=23&pooid=4060)

## **address local workforce demands and expand the availability of high-quality job opportunities.**

Several programs in Iowa already foster and advocate for sector-based partnerships among employers, educational and training institutions, the public workforce system, labor organizations, and community-based organizations that provide pertinent training and comprehensive support services. These partnerships aim to enable workers to access and successfully complete training programs, facilitating recruitment, retraining, or transitioning to address local workforce demands and expand the availability of high-quality job opportunities. Serving as a liaison, DOM will assist in the cooperation between these partnerships and others with the goal of ensuring that the workforce needs are met for the successful completion of the BEAD Program. Examples of existing programs that align with these goals are provided below.

### **Iowa PROMISE JOBS**

The PROMISE JOBS program, offered by Iowa Health & Human Services, provides work and training services to individuals qualifying for the Iowa Family Investment Program. The program supports all workers with necessary services to access and complete training, train, retrain, or transition to meet the Iowa workforce needs, including broadband providers, and increase participant access to high-quality job opportunities. Individuals qualifying for the PROMISE JOBS program will receive wrap-around services, including job readiness skills training, job search support, substance abuse treatment, short-term vocational training, family planning, childcare assistance, transportation support, and educational expenses.

### **Statewide Youth Broadband Advisory Council**

The Statewide Youth Broadband Advisory Council (SYBAC) is a unique opportunity for motivated high school students to research and discuss broadband and Internet topics, learn about Iowa technology companies, and discover technology careers. Meetings take place monthly, throughout the school year, via video conference, teleconference, and/or in person.

SYBAC is open to 10th – 12th grade Iowa students. Students will identify effective strategies to improve broadband connectivity and community environments, which could assist in advocacy efforts for rural Internet connectivity.

### **Iowa Workforce Development/Future Ready Iowa**

Future Ready Iowa is an initiative to build Iowa's talent pipeline. Education or training beyond high school is the new minimum to earn a living wage. Careers today and in the future require advanced knowledge and/or technical skills. Finding workers with the right skills, especially for many high-demand jobs, is a growing challenge for Iowa businesses. Many high-demand jobs require some post-secondary education and training up to a 2-year degree. The initiative encourages Iowans to pursue high-demand jobs where the starting wage is at least \$14 per hour and have the highest percent growth or projected openings in the next 10 years. The goal of Future Ready Iowa is for 70 percent of Iowa's workforce to have education or training beyond high school by 2025.

Examples of Future Ready Iowa programs include the Industrial New Jobs Training Program (260E). The Iowa Industrial New Jobs Training (260E) program assists businesses in creating new positions with new employee training. Eligible businesses may be new to Iowa, expanding the Iowa workforce, or relocating to the state.

- Administered by Iowa's 15 community colleges and financed through bonds sold by the colleges.
- Depending upon the number of new jobs pledged and the starting wages for the new jobs, an award amount is calculated, and a training plan is developed.

- The award amount is paid back and bonds are retired by the business diverting 1.5% or 3% (dependent upon wage thresholds) of gross payroll, from the Iowa state withholding taxes generated by the new positions.
- Training is available at essentially no cost since bonds are retired with dollars that otherwise would have been paid to the state as withholding taxes.
- Participants may be eligible for reimbursement up to 50% of the approved award amount for on-the-job training.
- May be eligible for a corporate new jobs tax credit if the company's existing Iowa employee base is increased by at least 10%.

#### Who Qualifies:

- Must be located in or relocating to Iowa.
- Must be engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, assembling products, warehousing, wholesaling, or conducting research and development.
- Service-providing businesses must have customers outside of Iowa.
- Cannot have closed or substantially reduced its employment base at any of its other business sites in Iowa in order to substantially relocate the same operation to another area of the state.
- To qualify for training services, employees:
  - Must be employed in newly created positions.
  - Must pay Iowa withholding tax.
  - Must occupy positions that did not exist six months prior to the date that the business and community college agreed to pursue a training project.

#### **Iowa Jobs Training Program (260F)**

##### *Training Current Employees of Iowa Companies*

The Iowa Jobs Training Program (260F) provides job training services to current employees of eligible businesses.

- Helps companies train current employees with new skills.
- Eligible businesses work with the local community college, which will assess training needs, determine funds available, and provide training.
- Provide valuable employee training for little to no cost.

##### *Funding Community College-Sponsored Employee Training Projects*

The Community College Consortium (260F) program provides funding assistance for community college-sponsored employee training projects in which two or more businesses participate.

- Iowa's 15 community colleges work with eligible businesses to assess training needs, determine funds needed, and provide training.
- Provide valuable employee training at little to no cost.

#### **Accelerated Career Education (260G)**

##### *Partnering with Community Colleges to Enhance Iowa's Workforce*

The Accelerated Career Education (ACE) program is designed to provide businesses with an enhanced, skilled workforce. ACE assists Iowa's community colleges to either establish or expand programs that train individuals in the occupations most needed by Iowa businesses.

- Businesses enter into an agreement with a community college to sponsor a portion or all of the positions created by establishing a new or expanding a current educational program.

- By sponsoring the educational program, a company agrees to consider the student for employment upon completion of the respective training.
- Businesses must assist with program design and provide a 20% match of the program costs, pro-rated by the percentage of positions sponsored.
- Businesses that enter into an agreement with a community college offset the costs of the program through tax benefits.
  - Contingent upon the number of program job credits a company accrues and are awarded based upon the number of seats they sponsor.
  - Can be up to 10% of the hiring wage (minimum wage being 200% of the federal poverty guideline for a family of two) that a sponsoring business would pay to an individual who completes the program requirements.
  - Job credits are a diversion of a company's current State of Iowa personal income withholding tax and are paid to the community college over the life of an agreement, which is usually five years.

**Who Qualifies:**

Eligible businesses will be engaged in interstate or intrastate commerce for the purpose of:

- Manufacturing, processing, or assembling products.
- Construction.
- Conducting research and development.
- Providing services.

**Iowa Registered Apprenticeship Act - 15B**

The Iowa Apprenticeship Act (15B) provides annual funding to support training or ongoing costs within any active Iowa Registered Apprenticeship program. Funding available under this grant is based on the applicant's proportionate share of the statewide total of qualified registered apprentices participating in a qualified registered apprenticeship program. A qualified apprenticeship program must be registered with the DOL/OA and the program must provide a minimum of 100 in-person contact hours to qualify for funding.

**Iowa Registered Apprenticeship Development Fund - 15C**

The Iowa Apprenticeship Act (15C) provides annual funding to support the growth of new Registered Apprenticeship programs, particularly programs that feature high-demand occupations. These competitive grants are available annually for RA programs that create a new program with an eligible high-demand occupation or add an eligible high-demand occupation to their existing program. Several apprenticeship programs exist<sup>38</sup> related to broadband deployment including:

- Telecommunication Technician
- Line Installer - Repairer
- Network and Computer Systems Administrator
- Cable Splicer
- Cable Television Installer
- Electronic Systems Technician

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<sup>38</sup> <http://www.earnandlearniowa.gov>

## **Last-Dollar Scholarship**

This program, as the name implies, is intended to cover any remaining gap between federal and state grants/scholarships and tuition and qualified fees. Credentials include post-secondary certificates, diplomas, and associate degrees. The Last-Dollar Scholarship is available to students who recently completed an Iowa high school diploma, a homeschool program, or a high school equivalency diploma, enroll at least part-time in an eligible program of study, apply for all other available state and federal grants and scholarships, and meet ongoing requirements. Eligible institutions are Iowa community colleges or accredited private colleges in Iowa that offer qualified programs of study and that agree to provide student services (including orientation and academic and career advising) and to facilitate the assignment of a volunteer mentor if a student requests one. Eligible programs include, but are not limited to:

- Telecommunications Technology
- Electric Utility Technology
- Network Technology-Telecommunications/Data Communications
- Advanced Manufacturing Technology
- Utility Technician
- Civil Engineering Technology
- Electrical Trades
- Construction Technology
- Information Technology/Network Administration
- Networking for Systems and Security
- Cybersecurity and Systems Administration

## **Employer Innovation Fund**

The Future Ready Iowa Employer Innovation Fund is a grant opportunity for partners to carry out creative solutions that address local workforce issues. It encourages employers, community leaders, and others to lead efforts for developing regional workforce talent pools. Employers can promote credit and non-credit education and training opportunities in high-demand jobs. The fund can be used in innovative ways to help Iowans achieve their training and education goals<sup>39</sup>.

## **Iowa Language Learners Job Training Program**

In March 2023, Governor Reynolds announced new grant awards intended to reduce language barriers in the workforce. The Iowa Language Learners Job Training Program will help employers provide sustained programs for language instruction, to increase proficiencies that support improved communication with staff and overall recruitment and retention. In total, the employer grants through the Iowa Language Learners Job Training Program plan to support 465 program participants. The new grant funding will help sponsor language programs in Spanish, English, and Mandarin. Employers are required to provide plans for sustaining each language program, and courses are encouraged to be conducted onsite or include several options for flexible transportation offsite.

**3. Provide equitable on-ramps into broadband-related jobs, maintain job quality for new and incumbent workers engaged in the sector, and continually engage with labor organizations and community-based organizations to maintain a voice throughout the planning and implementation process.**

The State of Iowa applied for and received funds to develop a Digital Equity Plan from the Digital Equity Act State Planning Grant Program Notice of Funding Opportunity. The

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<sup>39</sup> <https://www.futurereadyiowa.gov/iowa-grant-will-help-employers-lower-language-barriers-workplace>



performance period for the creation of the Iowa Digital Equity Plan differs from that of the BEAD Five-Year Action Plan and has an anticipated completion date of the second quarter of 2024. The State of Iowa will utilize an extension to the original performance period to optimize collaboration with partners and continue to build networks of professionals to help develop holistic strategies around affordability, devices, digital skills, technical support, and digital navigation. Those strategies include but are not limited to any overlapping priorities where BEAD funding can help address digital equity issues.

Iowa's Digital Equity Plan Vision, as developed by the Digital Equity Core Planning Team, a group of professionals representing Covered Populations and facets of digital equity, states: *"All Iowans will have access to affordable high-speed broadband internet, useful devices, and the training and support to use the services and equipment to meet their needs for full participation in society."*

In addition to the goals laid out in the Iowa Digital Equity Plan, DOM will serve as a crucial communication channel among BEAD Program stakeholders and partners, effectively bridging the workforce and industry partners in the realm of broadband-related jobs. Functioning as a liaison and workforce advocate, DOM is dedicated to ensuring the creation of equitable on-ramps into the BEAD Program. DOM will support the needs of both new entrants and incumbent workers.

A key aspect of the approach is the continuous engagement with relevant labor organizations, community-based entities, and broadband providers, ensuring that diverse perspectives are incorporated throughout the planning and implementation stages. To facilitate this collaborative effort, DOM will explore a continued cadence of communication with stakeholders, providing a platform for open dialogue and strategic discussions. Additionally, DOM will actively seek and form partnerships where applicable, fortifying its role as a facilitator of sustainable growth and inclusivity within the broadband industry.

More details are available by contacting DOM and will be found in the Iowa Digital Equity Plan. While this effort will require several partners, an example partner that DOM intends to work with provides equitable on-ramps into broadband-related jobs, maintains job quality for new and incumbent workers engaged in the sector, and continually engages with labor organizations and community-based organizations to maintain a voice throughout the planning and implementation process. At this time, DOM has not executed contracts with vendors for this work, but is in the process of contract negotiation.

Organizations such as EducationSuperHighway and Community Broadband Action Network work with communities to understand their assets and meet their digital equity needs by providing help with acquiring internet-enabled devices, help to enroll in the Affordable Connectivity Program (ACP), assistance from Digital Navigators, general digital literacy training, college readiness training, cybersecurity or online safety training, help with subscribing to home internet, internet usage training, tech support assisting with electronic devices, and career readiness assistance.

The workforce and economic development goals and strategies at the state and local levels will align with many of the strategies and objectives of this Digital Equity Plan. Increased technology access and usage will allow more students and job seekers to participate in education and upskilling programs to earn post-secondary credentials, supporting efforts to reach these learning and workforce goals and create a more skilled Iowa workforce.

**4. Ensure that the job opportunities created by the BEAD program and other broadband programs are available to a diverse worker pool.**

DOM has already engaged representatives from all Covered Population groups concerning digital equity activities. DOM will continue to engage these representatives and work with relevant partners to ensure job opportunities are available to a diverse job pool. DOM will coordinate with identified partners, including those listed below, and other industry and community organizations in its role as liaison by actively advocating for its partners and the workforce needs of the BEAD Program. Through collaborative efforts, DOM will work closely with industry partners to ensure that job opportunities within the broadband sector are accessible to a diverse and inclusive job pool. DOM understands the importance of fostering an environment that embraces individuals from various backgrounds and experiences. Each partner also has representation on one or more planning task forces and represents a component of the workforce ecosystem. The Iowa Five-Year Action Plan offers a more comprehensive listing.

- **Iowa Workforce Development** assists with educational and workforce initiatives.
- **Iowa Association of Chambers of Commerce (IACC)** supports economic development and workforce development efforts.
- **Iowa Brother of Electrical Workers (IBEW Local 55)** works with unions and the workforce.
- **Iowa Civil Rights Commission** informs local coordination efforts related to underrepresented communities.
- **Iowa Association of Councils of Governments** offers insight to inform local coordination.
- **Iowa Rural Development Council** offers insight and local coordination related to economic development and rural initiatives.

In addition to its existing partners, DOM will identify collaboration opportunities with various potential stakeholders supporting workforce efforts. This includes educational institutions to facilitate skill-building programs, non-profit organizations committed to promoting workforce diversity and inclusion, and private providers supported by the BEAD program. By forging alliances with such partners, including those representing diverse worker pools, DOM will enhance its ability to create a comprehensive and supportive network that addresses the multifaceted needs of the workforce in the broadband industry. This approach underscores DOM's commitment to not only serving as a communication channel but also as a proactive advocate for a vibrant and inclusive job market.

## 2.8.2 Workforce Plan

*Describe the information that will be required of prospective subgrantees to demonstrate a plan for ensuring that the project workforce (including contractors and subcontractors) will be an appropriately skilled and credentialed workforce. These plans should include the following:*

- a. *The ways in which the prospective subgrantee will ensure the use of an appropriately skilled workforce, e.g., through Registered Apprenticeships or other joint labor-management training programs that serve all workers;*
  - b. *The steps that will be taken to ensure that all members of the project workforce will have appropriate credentials, e.g., appropriate and relevant pre-existing occupational training, certification, and licensure;*
  - c. *Whether the workforce is unionized;*
  - d. *Whether the workforce will be directly employed or whether work will be performed by a subcontracted workforce; and*
  - e. *The entities that the proposed subgrantee plans to contract and subcontract with in carrying out the proposed work.*
- If the project workforce or any subgrantee's, contractor's, or subcontractor's workforce is not unionized, the subgrantee must also provide with respect to the non-union workforce:*
- a. *The job titles and size of the workforce (FTE positions, including for contractors and subcontractors) required to carry out the proposed work over the course of the project and the entity that will employ each portion of the workforce;*
  - b. *For each job title required to carry out the proposed work (including contractors and subcontractors), a description of:*
    - i. *Safety training, certification, and/or licensure requirements (e.g., OSHA 10, OSHA 30, confined space, traffic control, or other training as relevant depending on title and work), including whether there is a robust in-house training program with established requirements tied to certifications, titles; and*
    - ii. *Information on the professional certifications and/or in-house training in place to ensure that deployment is done at a high standard.*

Applicants will be required to submit the Fair Labor Practices Form as outlined in Section 2.2.6.10. of the NOFA (Appendix A). The form will be developed once NTIA approval of this proposal has been received, and will include all required information in accordance with the BEAD NOFO<sup>40</sup>. Because Iowa is a Right to Work state, subgrantees cannot be compelled to use exclusively unionized labor. Iowa Code ch. 731. Irrespective of the union status of applicants, their contractors, and subcontractors, the subgrantee will be required to submit workforce details set forth in this section in their application. Regardless, all eligible subgrantees will be required to maintain workforce and safety standards. The Fair Labor Practices scoring criteria is outlined in Section 3.1.1.3. in the NOFA (Appendix A).

Applicants who fail to provide the appropriate information or meet the minimum requirements for ensuring an equitable, skilled, credentialed, and qualified workforce will be scored as such in the Fair Labor Practices scoring component and are also subject to not meeting BEAD program requirements and ineligible for an award.

The Fair Labor Practices Form is not currently drafted, but will include the following details to be submitted by applicants:

1. Whether the applicant intends to use a workforce directly employed by the applicant or a workforce employed by a subcontractor, including both if the applicant's workforce, or subcontractor's workforce is unionized or not unionized, as directed by the BEAD NOFO<sup>41</sup>;
2. The job titles and size of the workforce (FTE positions, including for contractors and subcontractors) required to carry out the proposed work throughout the project and the entity that will employ each portion of the workforce;
3. For each job title required to carry out the proposed work (including contractors and subcontractors), a description of:
  - a. Safety training, certification, and/or licensure requirements (e.g., OSHA 10, OSHA 30, confined space, traffic control, or other training as relevant depending on title and work), including whether there is a robust in-house training program with established requirements tied to certifications, titles; and
  - b. Information on the professional certifications and/or in-house training in place to ensure that deployment is done at a high standard.

<sup>40</sup> See Section IV.C.1.e. BEAD NOFO

<sup>41</sup> See Section IV.C.1.e. BEAD NOFO

Applicants will be required to certify that they are technically qualified to complete and operate the Project and are capable of carrying out the funded activities in a competent manner, including use of an appropriately skilled and credentialed workforce as outlined in Exhibit F. (Appendix B)

## 2.9 Minority Business Enterprises (MBEs)/ Women’s Business Enterprises (WBEs)/ Labor Surplus Firms Inclusion (Requirement 13)

### 2.9.1 MBE, WBE, Labor Surplus Strategy

*Describe the process, strategy, and the data tracking method(s) the Eligible Entity will implement to ensure that minority businesses, women-owned business enterprises (WBEs), and labor surplus area firms are recruited, used, and retained when possible.*

According to a business development guide published by IASourceLink, “diversity in ownership of Iowa companies helps make [the] economy stronger. There are multiple statewide programs that support women, veterans, minority, and disabled business owners by providing highly specialized services and financing options to help ensure business success.”<sup>42</sup> Through a variety of state and local programs, new and established business owners can access business counseling, tax planning services, grant application assistance, and more at free and reduced costs. These programs provide minority business leaders the opportunity to grow their productivity and profitability, while greatly contributing to the Iowa economy and community at large. Therefore, DOM is committed to ensuring minority business enterprises, women-owned businesses, and labor surplus firms are recruited, used, and retained when possible.

DOM seeks to build strong relationships with MBEs, WBEs, and LSFs across the state to ensure equitable representation and inclusion in the procurement program when possible. To ensure historically marginalized businesses have the necessary information and tools to pursue participation in the subgrantee process, DOM will conduct outreach in partnership with and provide education tools through established state and local programs. The following provides an overview of current programs DOM will utilize to reach MBEs, WBEs, and LSFs with information about the BEAD program. These programs provide business development resources, legal assistance, and federal funding information to small businesses owned by women, minorities, veterans, or individuals with disabilities.

Small business resources offered through the Iowa Economic Development Authority (IEDA)<sup>43</sup>:

- Targeted Small Business (TSB) Program
  - The Targeted Small Business Program is intended to help women, minorities, individuals with disabilities, or service-disabled veterans overcome the hurdles to start or grow a small business in Iowa. Certified TSBs can be found in the online public directory available on the IEDA website. Loan opportunities, business coaching, and tax services are available through the Iowa Center for Economic Success and the Department of Administrative Services Central Procurement Enterprise offers procurement opportunities for certified TSBs<sup>44</sup>.
- State Small Business Credit Initiative (SSBCI)
  - SSBCI is a \$96 million investment in Iowa’s small business development growth, focused on startups, manufacturers and businesses owned by veterans and individuals from diverse backgrounds. Funding is focused on scaling innovative companies and solutions.
- IASourceLink

<sup>42</sup> <https://www.iasourcelink.com/guides/fund-your-business-guide/resources-for-women-minority-veteran-and-disabled-owned-businesses/>

<sup>43</sup> <https://www.iowaeda.com/small-business/>

<sup>44</sup> <https://das.iowa.gov/how-do-business-state-iowa/iowas-targeted-small-business-program>

- IASourceLink provides complimentary and free resources and information to small businesses and entrepreneurs including (a) Resource Navigator; (b) Business License Information center; and (c) Downtown Resource Center & Main Street Iowa.
- Small Business Innovation Research and Small Business Technology Transfer Programs (SBIR/STTR)
  - Through the BioConnect Iowa Program, entrepreneurs receive assistance preparing and submitting winning applications for the federal Small Business Administration's Small Business Innovation Research and Technology Transfer programs, which awards funds to businesses to stimulate high-tech development in the U.S.

Other resources available to MBEs, WBEs, and LSFs throughout the state include:

- Iowa Center for Economic Success: Women's Business Center<sup>45</sup>
  - The Iowa Center Women's Business Center is dedicated to helping Iowa women business owners launch and grow their business. Through business counseling, loan education, and general education, the Center is designed to help women excel in business.
- Iowa Federation of Business and Professional Women (BPW Iowa)<sup>46</sup>
  - BPW Iowa helps women of all ages with personal and professional development. BPW Iowa targets the needs of all working women through seminars, networking, scholarships, newsletters, legislative advocacy, and community involvement.
- Iowa Chamber Alliance<sup>47</sup>
  - Iowa Chamber Alliance is a non-partisan coalition that represents the leading Chambers of Commerce and economic development organizations throughout Iowa that focus on promoting economic growth policies and initiatives.
- Iowa Small Business Development Center<sup>48</sup>
  - Iowa SBDCs provide free business advice and resources when growing or starting a business in Iowa.

These resources are the backbone for reaching marginalized businesses and providing critical information about the procurement process as they are existing programs with functional community networks and active business structures. As such, DOM plans to utilize the statewide reach and networking capacity of these resources and programs to ensure minority and women-owned businesses and labor surplus area firms are informed of all funding programs, expectations, and procurement opportunities to ensure a fair and inclusive grant process. Additionally, all contract/subcontract information will be made available on DOM's website and through official outreach.

Holistically, DOM will continuously monitor the involvement of MBEs, WBEs, and LSFs to ensure inclusion of historically underutilized businesses in the procurement process. Reports

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<sup>45</sup> <https://theiowacenter.org/services/ticwbc/>

<sup>46</sup> <https://bpw-iowa.org/>

<sup>47</sup> <https://www.iowachamberalliance.com/>

<sup>48</sup> <https://iowasbdc.org/>

will be shared with key stakeholders who will track the involvement, retainment and utilization of minority businesses. This includes monitoring the number of subgrantee awards given to MBEs, WBEs, and LSFs, total dollar value, and project progress. As part of this effort, DOM will require applicants to identify as minority-owned, women-owned, or a labor surplus firm during the application to establish an accurate count of participating minority businesses. This will be collected as part of the Minority Impact Statement that each applicant must complete during the application process. The Minority Impact Statement is referenced in Section 2.2.5. of the NOFA.

DOM encourages MBEs, WBEs, and LSFs to reach out with questions and comments should further clarification or support be needed. Open communication will provide an outlet for process improvements and strategy refinement. DOM's goal is to provide resources and support for Iowa businesses that will lead to a robust, equitable, and successful procurement process.

## 2.9.2 MBE, WBE, Labor Surplus Certification

*Certify that the Eligible Entity will take all necessary affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including the following outlined on pages 88 – 89 of the BEAD NOFO:*

- a. *Placing qualified small and minority businesses and women's business enterprises on solicitation lists;*
- b. *Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;*
- c. *Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;*
- d. *Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;*
- e. *Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and*
- f. *Requiring subgrantees to take the affirmative steps listed above as it relates to subcontractors.*

DOM certifies that it will take all necessary affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including the items outlined on pages 88 – 89 of the BEAD NOFO<sup>49</sup>.

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<sup>49</sup> See Section VII.D.7. BEAD NOFO



## 2.10 Cost and Barrier Reduction (Requirement 14)

### 2.10.1 Costs and Barriers

*Identify steps that the Eligible Entity has taken or will take to reduce costs and barriers to deployment. Responses may include but not be limited to the following:*

- a. *Promoting the use of existing infrastructure;*
- b. *Promoting and adopting dig-once policies;*
- c. *Streamlining permitting processes;*
- d. *Streamlining cost-effective access to poles, conduits, easements; and*
- e. *Streamlining rights of way, including the imposition of reasonable access requirements.*

Expanding access to broadband in Iowa has long been a policy priority for state leadership, yet barriers have impacted the march toward universal coverage. As outlined in the State's BEAD Five Year Action Plan, a wide variety of factors contribute to these barriers including market dynamics/supply chain/network density, local government engagement, compliance, topographical/geological concerns, and low-income households.

#### **Market Dynamics, Supply Chain, and Network Density Concerns**

Providers in Iowa have encountered significant supply chain disruptions, as well as substantial cost increases for goods and services necessary to construct broadband networks. Costs of goods and materials used in broadband network construction have increased exponentially in recent years and are only expected to go higher as additional investments continue to drive up demand for these items. Petroleum-based products such as conduit and cable sheathing have notably increased substantially, in some cases as much as 2x or more year over year. Similarly, demand for fiber cabling has likewise increased in cost but also has been substantially delayed by 18-24 months or more from the time of order. Moreover, internet service provider feedback indicates similar issues related to booking subcontractors. It is likely in most situations that subcontractors are also booked out one to two years in advance causing increased stress to meet the timelines imposed by BEAD<sup>5051</sup>.

Due to Iowa's predominately rural landscape and extensive agriculture industry, large portions of the state have low population density. In such areas, broadband network deployments face the challenge of serving fewer subscribers, which can lead to higher costs for both network build-out (CapEx) and operating (OpEx) costs. Consequently, these networks may incur higher costs per passing and have fewer subscribers per line mile, creating obstacles in recouping expenses associated with building and maintaining networks with lower utilization.

Although many of these market dynamics are beyond the reach of state policymakers to directly influence, the DOM will continue streamlining access to information and encouraging policies that will reduce barriers to planning and evaluation of network investments by providers.

#### **Data Access**

Mapping initiatives conducted internally by DOM have begun building data reference materials that not only assist in the identification of unserved and underserved locations as defined by BEAD but will also offer useful insights to providers as they develop network design plans. These initiatives will help DOM gain a more precise understanding and assessment of the actual barriers residents are facing that impact their ability to access reliable broadband services. It will also contribute to an understanding of the unique challenges faced by both rural and urban populations across the state, establishing a baseline to address concerns related to population density and low-income households.

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<sup>50</sup> <https://fiberbroadband.org/2023/05/02/fiber-broadband-association-reports-dramatic-improvements-to-supply-chain/>

<sup>51</sup> <https://www.precedenceresearch.com/fiber-optics-market>

As noted in the Iowa Five-Year Action Plan, the Iowa Inventory of High-Speed Infrastructure tool was designed to gather information from stakeholders who may be responsible for various types of infrastructure that could be utilized to expand broadband access in Iowa<sup>52</sup>. This infrastructure includes:

- Access to utility poles or conduits.
- Vertical assets like towers, water towers, or other tall buildings.
- Property that could be leveraged for broadband deployment.
- Public rights-of-way.
- Access to (or information about) dark fiber, or conduit infrastructure.
- Information about current construction projects.
- Other information about assets that could be purchased, leased, or accessed to help improve access to high-speed internet service.

### **“Dig Once” State Policies**

As a result of the foresight of state broadband leaders, Iowa enacted Code Chapter 8B.25 to create the Fiber Optic Network Conduit Installation Program. This law requires DOM to lead and coordinate a program to provide for the installation of fiber optic network conduit where such conduit does not exist as well as consult with other agencies to ensure that the opportunity is provided to lay or install fiber optic network conduit where a state-funded construction project involves trenching, boring, a bridge, a roadway, or opening of the ground, or alongside any state-owned infrastructure. DOM maintains an online map illustrating all Iowa Department of Transportation (“DOT”) five-year state-funded infrastructure projects<sup>53</sup>. Providers interested in installing fiber optic network conduit in connection with any state construction project are encouraged to work directly with DOT to facilitate this installation in a “dig once” approach.

### **Local Government Engagement**

Initial outreach efforts have revealed a diversity of opinions on the part of local officials concerning the role of local government in broadband development. While DOM received considerable response to its community-focused Invitation to Qualify, many applications were submitted by regional councils of government or local interest groups. Of the 99 applications submitted to the ITQ, many local government resolutions were incorporated to reduce permitting and right-of-way barriers for telecommunications providers, but only \$3.4 million in local matching funds was offered for future broadband construction<sup>54</sup>.

DOM has made attempts to conduct outreach to local governments, including through the Broadband Together™ program, which sets forth an 8-step process to assist local governments in the development of structural components required to meet broadband goals. The program is available to Iowa communities:

- As an educational resource to better understand broadband.
- To provide opportunities to enhance or expand broadband alternatives.
- To coordinate various broadband-related resources; or
- To work with its selected service provider to explore broadband options.

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<sup>52</sup> <https://surveys.connectednation.org/s3/IA-Infrastructure>

<sup>53</sup> <https://dom.iowa.gov/broadband/dig-once>

<sup>54</sup> <https://dom.iowa.gov/broadband/broadband-grants/invitation-qualify-001-broadband-intervention-zones>

Dozens of initial engagements and outreach activities have been conducted under the program, but as of yet, the work has not culminated in substantive new activity on the part of local governments. There are local governments in Iowa that are actively involved in broadband planning efforts, while many others do not have the time or resources to engage in broadband planning or lack the skills or knowledge to effectively pursue broadband activities.

Through the outreach and communications initiatives of the BEAD program, DOM will be able to provide assistance to communities as well as gather information on individual community needs surrounding broadband. A key component of this is the no-cost planning services offered to local governments interested in pursuing broadband projects whether through municipal-owned construction or increased cooperation with existing private sector providers (e.g., expedited permitting). Providing education and assistance to communities wishing to communicate their broadband needs and pursue broadband solutions along with the ITQ process, will also help to increase local government engagement and potentially address certain compliance and BEAD requirement concerns. DOM will continue to engage with local governmental leaders to encourage local leadership and investment in meeting broadband-related community needs.

### **BEAD Project Requirements/Compliance Concerns**

Iowa has completed eight rounds of notice of funding availability for broadband projects using state and federal funds. Generally, DOM is very familiar with the requirements and associated compliance elements of these funding sources. BEAD has added several additional project compliance requirements, however. These requirements represent the most burdensome regime that we have seen for broadband funding sources, and not only make the program more difficult to administer but also more difficult for prospective applicants to participate. Iowa is composed of many small and independent providers with limited staff. These providers may not possess the internal capacity to manage a substantial federal compliance regime. Given that much of Iowa is served by locally based independent telephone companies and cooperatives, this may have the effect of reducing the number of providers who choose to participate in the program.

To help alleviate concerns from the provider community about meeting the unfamiliar federal regulations and compliance requirements, DOM and partners will provide education and technical assistance to potential subgrantees including guidance, workshops, and training. This will help ensure compliance with the 2 CFR 200, NEPA, NHPA, Buy American Act, labor standards, and any other areas of concern as identified by the providers. DOM has engaged the Iowa Department of Natural Resources (DNR), the State Historic Preservation Office (SHPO), and the State Climatologist of Iowa within the Iowa Department of Agriculture & Land Stewardship (IDALS) to assist in providing guidance related to environmental, historical and cultural review.

### **Topographic and Geologic Concerns in Rural Areas**

While Iowa is a relatively “flat” state by geography, Iowa’s landscape does include areas of varying topography. These natural river basins and higher points could increase the number of wireline miles or the number of towers that need to be installed to cover locations that are not in line-of-sight although this will likely not be a significant issue in the majority of the state. Surficial bedrock also increases trenching costs. Providers have expressed concerns regarding the increased costs of building in these areas due to the complications associated with boring through rock. DOM has seen real examples of this concern in previous projects. In Allamakee and Clayton counties, costs significantly increased due to machine failure from boring through rock and a lack of understanding of how such topographical features might impact project construction.

The Iowa Geological Survey (IGS) at the University of Iowa may prove to be an important resource in overcoming these barriers<sup>55</sup>. As mentioned on their website, IGS was formed in 1892 and conducts foundational research to provide Iowans with the knowledge needed to effectively manage natural resources for long-term sustainability and economic development. They possess advanced expertise, instrumentation, and equipment that can provide critical information to aid planning and decision-making efforts. Popular services include groundwater modeling, geophysical analysis, drilling and sediment analysis, and geologic mapping. DOM is eager to explore how IGS could potentially assist with BEAD-related initiatives. The IGS provides landform regional as well as depth to bedrock data that may be useful for DOM to use in analysis. In addition, the State Soil Survey provides generalized soil maps that provide soil and other characteristics.

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<sup>55</sup> <https://iowageologicalsurvey.uiowa.edu/>

## 2.11 Climate Assessment (Requirement 15)

### 2.11.1 Climate Assessment

Identify steps that the Eligible Entity has taken or will take to reduce costs and barriers to deployment. Responses may include but not be limited to the following:

- a. Promoting the use of existing infrastructure;
- b. Promoting and adopting dig-once policies;
- c. Streamlining permitting processes;
- d. Streamlining cost-effective access to poles, conduits, easements; and
- e. Streamlining rights of way, including the imposition of reasonable access requirements.

DOM is dedicated to ensuring the resilience and longevity of the state's broadband infrastructure by meticulously assessing climate threats and recommending providers implement mitigation methods as needed. Drawing insights from the Center on Rural Innovation website's Broadband Climate Risk Mitigation Tool<sup>56</sup>, the State Climatologist Annual Weather Summary<sup>57</sup>, FEMA Resilience Analysis and Planning Tool<sup>58</sup>, and National Oceanic and Atmospheric Administration<sup>59</sup> (NOAA) and Environmental Protection Agency (EPA) tools and resources, DOM is committed to assisting providers in navigating the intricate intersection of climate considerations and broadband development.

By recognizing and addressing threats from severe climate events across Iowa, and by implementing applicable mitigation measures, DOM can minimize the impacts of future climate risks on broadband network infrastructure.

According to the EPAs Fact Sheet, *"Iowa's climate is changing. Most of the state has warmed one-half to one degree (F) in the last century, and floods are becoming more frequent."*<sup>60</sup>

Tornadoes, flooding, high winds, severe snow & ice storms all contribute to the need for resilient network topologies and regional/state-wide mitigation approaches that work to operationally sustain broadband networks and the life-saving communications services they provide.

BEAD deployments must consider the impact of climate change. Primary aspects of risk-aware deployments include climate-impact education, employing efficient practices for hardening network infrastructure to be more resistant to severe weather challenges, and having an emergency response plan in place to adequately address future climate threats. This could be costly in rural, low-density areas where current ISPs already face numerous challenges deploying financially viable networks. Yet, the deployment of fiber networks to rural areas will provide crucial communications infrastructure as a safeguard during these very same emergencies.

The trade-off of cost vs a sustainable level of network preparedness was cited from a study of electrical infrastructure resiliency after Iowa's extremely destructive derecho storm of August 2020. Research was conducted by the Environmental Health Sciences Research Center (located at University of Iowa).

<sup>56</sup> <https://broadband-risk.ruralinnovation.us/>

<sup>57</sup> <https://iowaagriculture.gov/sites/default/files/climatology/2022/2022%20Iowa%20Annual%20Summary.pdf>

<sup>58</sup> <https://www.fema.gov/about/reports-and-data/resilience-analysis-planning-tool>

<sup>59</sup> <https://www.noaa.gov/tools-and-resources/weather-and-climate-resources>

<sup>60</sup> <https://ehsrc.public-health.uiowa.edu/wp-content/uploads/2019/03/EPA-State-Fact-Sheets-A-M.pdf>

*“To prepare for future Iowa extreme weather events, we recommend that industry, policy makers and stakeholders identify ways to strengthen Iowa’s electric infrastructure, protect vulnerable people, and consider enhanced risks from climate change while managing costs.”<sup>61</sup>*

These difficult and expensive decisions require on-going “best practices” discussions with prospective subgrantees, and the broader broadband community throughout the application, selection, and award processes. DOM has engaged the provider community through state-wide working groups, community meetings, webinars and surveys. Working together to achieve the priority of bringing reliable, high-speed broadband to all unserved locations across Iowa.

Though any extreme weather event can directly impact broadband networks, those that are most concerning in Iowa include tornadoes, severe thunderstorms (lightning and strong winds), flooding, and heavy snow/freezing ice. Each of these events can cause wide-spread, material damage to networks regardless of aerial or underground construction.

Applicants will be required to submit climate resilience plans as part of the Supplemental Data Collection Phase outlined in Section 1.8.8. of the NOFA (Appendix A). Applicants will be required to utilize the tools provided to determine any potential climate-related impacts to their proposed project areas and complete an initial hazard screening. Utilizing the DNR PERMT system, specifically addressed in Section 2.2.6.11. of the NOFA (Appendix A), will be required for applicants as part of the submission process. DOM believes that flooding is the most significant threat statewide, and the PERMT system addresses floodplain management. Although flooding can be a factor statewide, DOM has identified the following counties for the potential significant risk of flooding: Des Moines, Lee, Muscatine, and Scott. Possible mitigation measures include location of facilities vulnerable to flooding, waterproofing of facilities, redundancy, diverse routing, and disaster recovery plans. The hazard screenings will be reviewed during the subgrantee selection process and the climate resilience plans will be monitored for compliance during defined monitoring periods.

DOM will provide access to the tools highlighted within, including the NTIA’s BEAD NOFO<sup>62</sup>, to all applicants to supplement their understanding of projected weather and climate associated hazards that may adversely affect their proposed networks. By collaborating with climate experts and utilizing readily-available tools, providers and industry in general will be able to submit compliant climate resiliency plans.

As a part of the subgrantee reporting process, DOM will require updates to ensure continued compliance with subgrantee award contracts.

b. To characterize crucial projected weather and climate hazards, DOM will rely on the tools mentioned above to prioritize factors like increased intensity and frequency of extreme weather events. These hazards hold paramount importance in safeguarding broadband infrastructure against climate-related disruptions over the duration of the network.

As DOM reviews potential project area networks to be deployed with BEAD funding, the following climate hazards pose the most relevant and critical threat to broadband networks.

**Thunderstorms** - On average, Iowa sees 40-60 thunderstorms per year with approximately 40 in the northwest part of the state and 60 in the southeast part. Thunderstorms generally occur in Iowa from April through September with peak frequency in June.

**Snow/Ice** – Iowa is susceptible to frequent ice storms, which result from rain falling through an atmospheric level of cold air turning the rain into ice as it reaches cold, exposed surfaces. With

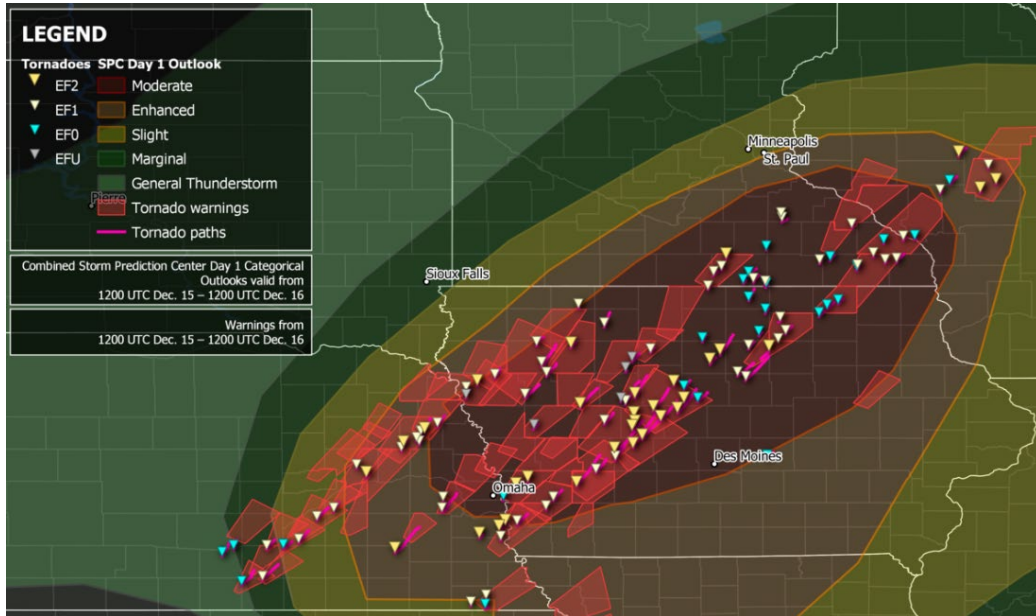
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<sup>61</sup> [https://ehsrc.public-health.uiowa.edu/wp-content/uploads/2021/10/iowa-climate-statement-2021-strengthening-iowas-electric-infrastructure\\_final\\_october\\_13\\_2021-1.pdf](https://ehsrc.public-health.uiowa.edu/wp-content/uploads/2021/10/iowa-climate-statement-2021-strengthening-iowas-electric-infrastructure_final_october_13_2021-1.pdf)

<sup>62</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

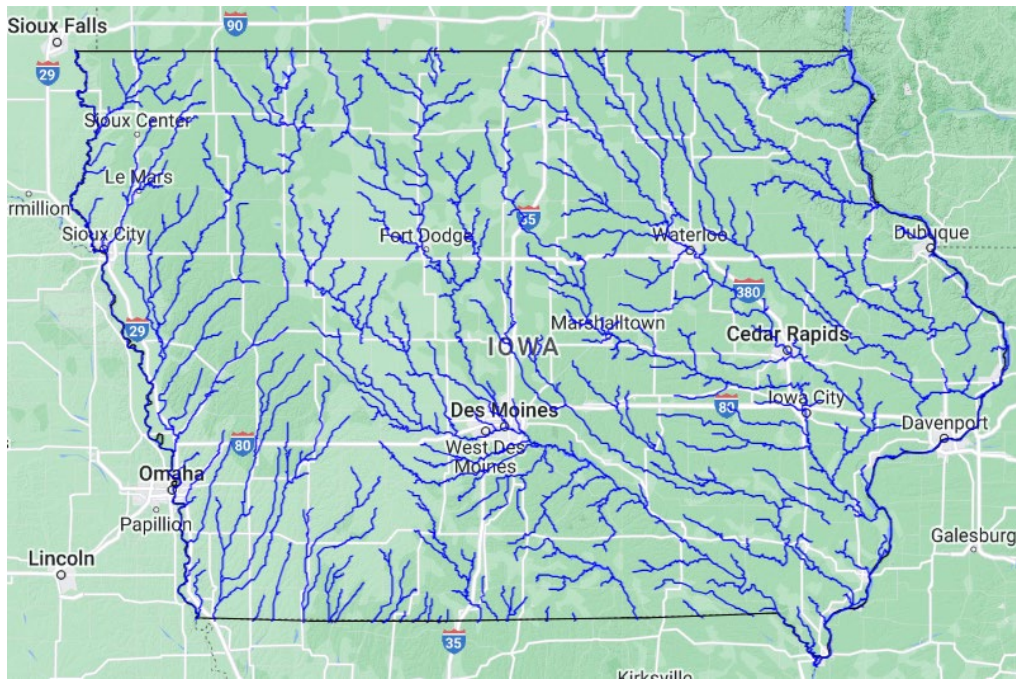
less than 9% of Iowa having forest cover, mostly on state and federal land, the greater impact from snow/ice on networks is significantly lessened.

Tornadoes - Tornadoes may not inflict the same scale of havoc as hurricanes, but a terrible tornado year can still inflict billions of dollars in damage. Since 1980, more than 1,900 twisters have touched ground across Iowa. Since the 1950s, the single day events that would see one or two tornadoes has diminished. Instead, when tornadoes hit now, they tend to occur in multitudes. For example, though quite extreme, the derecho that passed through Iowa on Dec. 15, 2021, bore 63 tornadoes — setting a record for the most tornadoes in Iowa.



Map of confirmed tornadoes, December 15 to December 16, 2021

Flooding - Flooding of major rivers and tributaries may happen during any season, but they occur with the greatest frequency during spring and fall months associated with the greatest rainfall. Snowmelt and ice jams in rivers and tributaries can also contribute to flooding events.



Iowa Flood Center<sup>63</sup>

With 71,665 miles of rivers and streams, Iowa is no stranger to flooding. Flood prevention programs over the past several decades have reduced the frequency and severity of such events. However, two-thirds of the watershed dams managed by the Conservation Commission have met or exceeded their 50-year design life.

University of Iowa's Department of Civil and Environmental Engineering conducted an extensive flood risk assessment study, comparing the state's flood risk with flood risk maps, community resilience maps, and social vulnerability maps<sup>64</sup>. They assessed nearly 48,000 properties using more than 450 unique flood inundation scenario maps to conduct the assessments. The study further compares the risk outputs with FEMA's latest risk analysis to investigate the current products' accuracy for the state. Also, community resilience and social vulnerability of the most impacted 20 census-blocks are given based on FEMA's National Risk Index (NRI) products.

The research presents a comprehensive large-scale flood risk assessment for the state of Iowa, with results indicating the eastern part of the state is the most vulnerable to direct flood losses, particularly in the Middle Cedar watershed and counties located in the Mississippi region. In the Bettendorf, Cedar Rapids, Davenport, Des Moines, and Mississippi regions, commercial flood losses are estimated to be the highest. Additional resources for other climate threats are included in Section 2.11.1.1 of this Initial Proposal.

c. DOM has identified the weather and climate risks to new infrastructure deployments using BEAD program funds for the 20 years following deployment.

As described above, statewide physical climate risks that threaten broadband infrastructure include:

1. Tornado damage can be as minimal as a single span of aerial fiber being destroyed, or entire sections of a network and supporting infrastructure.

<sup>63</sup> <https://ifis.iowafloodcenter.org/ifis/app/>

<sup>64</sup> <https://www.sciencedirect.com/science/article/abs/pii/S2212420922003259>



2. Severe winds associated with thunderstorms can knock down trees, resulting in destruction of aerial networks and interruptions to services. Thunderstorms winds can knock down trees, resulting in destruction of aerial networks.
3. Both snow and ice buildup can cause extensive network destruction as overburdened trees fall on aerial networks causing damage to aerial utility infrastructure. Also, icy roads create traffic hazards that result in vehicle crashes into utility poles and roadside network cabinets.
4. Substantial flooding can eventually degrade fiber optic lines negatively impacting broadband signals. Rushing floodwaters can erode infrastructure from foundations thereby severing broadband networks.

In each of the instances above, the effect is not only on the broadband network, but also the electrical grid's capacity to remain in service.

Lastly, of significant concern is the ability to replace and restore network functionality after a severe climate-related event. Material and labor resources are typically in acute shortage and high demand, plus access to affected network infrastructure can be made difficult by standing water, downed electric lines, and diminished transportation infrastructure.

d. Weather and climate risks to newly deployed infrastructure funded by the BEAD program will be rigorously analyzed. By leveraging the aforementioned resources, DOM and applicants will forecast potential vulnerabilities arising from changing climate patterns and encourage subgrantees to integrate resilient design practices into infrastructure development.

For the identified extreme climate-related risks described above, DOM will screen climate resilience plans of potential subgrantees to ensure applicants incorporate climate resilient features into network architecture design that specifically address weather and climate risk avoidance and/or mitigation. Such features may include, but not be limited to the following considerations.

- Technology platform, facilities siting (aerial vs underground), and emergency restoration plans.
- Uninterruptible Power Supplies (UPS) devices should be a critical component to ensure essential backup power during weather-related disruptions.
- Develop a minimum emergency inventory of critical components to guarantee timely restoration.
- Emergency response plans and communication strategies to ensure timely and effective response to extreme weather events. Such planning will require coordination with power utilities, transportation authorities, public safety agencies, and affected community leaders.

DOM will incorporate links to appropriate agencies and relevant documents/tools within the application process accessible for all prospective applicants to review. Further, by requiring the evaluation and analysis of weather and climate risks, successful applicants will be better prepared to implement construction practices that avoid or mitigate the risks of weather and climate damage, speed recovery efforts, incorporate flood safeguards, and utilize weather-resistant materials. This will bolster the resilience of broadband infrastructure against weather and climate challenges.

e. To ensure ongoing resilience, DOM recommends a cyclic process of assessment and adaptation. Regular hazard screenings should be conducted to account for evolving risks. With each repetition, DOM encourages subgrantees to harness the most up-to-date tools and

information resources, integrating new climate data, technological advancements, and mitigation best practices. This iterative approach will help ensure that Iowa's broadband infrastructure remains resilient and adaptive to the ever-changing climate landscape.

DOM will develop and periodically repeat a screening process over the life of the BEAD program to ensure that evolving risks from climate-related hazards are understood and communicated to subgrantees. As a part of each subgrantee's periodic reporting required by BEAD, they will be required to provide network infrastructure resilience implementation updates to ensure continued compliance with subgrantee award contracts. DOM will continue to communicate with relevant state and federal agencies to provide confidence that the on-going plan remains useful in addressing potential climate threats. DOM will communicate to all subgrantees any material changes to weather and climate projects as determined by relevant state and federal agencies.

### 2.11.1.1 Optional Attachment

*As an optional attachment, submit any relevant reports conducted within the past five years that may be relevant for this requirement and will be referenced in the text narrative above.*

2021 Iowa Annual Summary<sup>65</sup>

International Journal of Disaster Risk Reduction<sup>66</sup>

Iowa Climate Statement 2021: Strengthening Iowa's Electric Infrastructure<sup>67</sup>

BEAD NOFO<sup>68</sup>

Flood Risk Assessment and Quantification at the Community and Property Level in the State of Iowa<sup>69</sup>

U.S. Climate Resilience Toolkit<sup>70</sup>

NOAA Disaster and Risk Mapping Tool<sup>71</sup>

FEMA's National Risk Index<sup>72</sup>

Climate Check, Iowa Report<sup>73</sup>

FEMA Flood Map Service Center<sup>74</sup>

NOAA's 2022 State Climate Summaries<sup>75</sup>

National Weather Service Iowa Tornado Information<sup>76</sup>

DNR PERMT<sup>77</sup>

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<sup>65</sup> <https://iowaagriculture.gov/sites/default/files/climatology/2022/2022%20Iowa%20Annual%20Summary.pdf>

<sup>66</sup> <https://www.sciencedirect.com/science/article/abs/pii/S2212420922003259>

<sup>67</sup> [https://ehsrc.public-health.uiowa.edu/wp-content/uploads/2021/10/iowa-climate-statement-2021-strengthening-iowas-electric-infrastructure\\_final\\_october\\_13\\_2021-1.pdf](https://ehsrc.public-health.uiowa.edu/wp-content/uploads/2021/10/iowa-climate-statement-2021-strengthening-iowas-electric-infrastructure_final_october_13_2021-1.pdf)

<sup>68</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>69</sup>

[https://www.researchgate.net/publication/355715242\\_Flood\\_Risk\\_Assessment\\_and\\_Quantification\\_at\\_the\\_Community\\_and\\_Property\\_Level\\_in\\_the\\_State\\_of\\_Iowa](https://www.researchgate.net/publication/355715242_Flood_Risk_Assessment_and_Quantification_at_the_Community_and_Property_Level_in_the_State_of_Iowa)

<sup>70</sup> <https://toolkit.climate.gov/regions/midwest>

<sup>71</sup> <https://www.ncei.noaa.gov/access/billions/events/IA/1980-2023?disasters%5b%5d=all-disasters>

<sup>72</sup> <https://hazards.fema.gov/nri/map>

<sup>73</sup> <https://climatecheck.com/iowa>

<sup>74</sup> <https://msc.fema.gov/portal/search?AddressQuery=iowa>

<sup>75</sup> <https://statesummaries.ncics.org/chapter/ia/>

<sup>76</sup> <https://www.weather.gov/dmx/>

<sup>77</sup> <https://programs.iowadnr.gov/permt/>

## 2.12 Low-Cost Broadband Service Option (Requirement 16)

### 2.12.1 Low-Cost Service Option

*Describe the low-cost broadband service option(s) that must be offered by subgrantees as selected by the Eligible Entity, including why the outlined option(s) best services the needs of residents within the Eligible Entity's jurisdiction. At a minimum, this response must include a definition of low-cost broadband service option that clearly addresses the following, as outlined on page 67 of the BEAD NOFO:*

- a. *All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber (e.g., service initiation costs);*
- b. *The plan's basic service characteristics (download and upload speeds, latency, any limits on usage or availability, and any material network management practices);*
- c. *Whether a subscriber may use any Affordable Connectivity Benefit subsidy toward the plan's rate; and*
- d. *Any provisions regarding the subscriber's ability to upgrade to any new low-cost service plans offering more advantageous technical specifications.*

A study conducted by EveryoneOn in 2021<sup>78</sup> noted that, "The Federal Communications Commission (FCC) defines a service as unaffordable if its cost exceeds 2% of consumers' disposable household income." Using the U.S. Census data, the lowest 20% of households in Iowa average an annual household income of \$23,800<sup>79</sup>. Utilizing the affordability percentage from the FCC, 2% of \$23,800 equals \$476 per year or approximately \$40 per month. Therefore, DOM believes that a reasonable low-cost broadband service option cost is \$40 per month.

During the Initial Proposal Public Comment Period, a number of providers provided comments on this topic. One such comment stated, "...a \$40 per month low-income offering... will not allow most providers to adequately realize a return on the service expansion..." More specifically, "...this requirement could be in and of itself a 'deal killer' preventing them from considering BEAD..."

In order for the BEAD program to be successful, provider participation in the program is paramount. In an effort not to deter participation, DOM is also proposing a waiver process that would allow for a low-cost service option cost of up to \$70 per month provided the applicant submits a justification outlining the need for a low-cost service option price above \$40 specifically in an effort to ensure 100% coverage of unserved locations in Iowa by attempting to include hard to reach areas in their proposal.

The FCC uses a benchmark of 2% of monthly household income to determine broadband affordability<sup>80</sup>. The FCC Affordable Connectivity Program (ACP)<sup>81</sup> considers households as eligible if the household income is at or below 200% of the Federal Poverty Guidelines<sup>82</sup>, or if a member of the household meets one of a number of criteria. For a family of three, that would be equal to an annual household income of \$51,640. According to U.S. Census data, the average household in Iowa has 2.4 people. Using a ratio to determine 200% of the Federal Poverty Guidelines for 2.4 people per household compared to three equals an annual household income of \$41,312.

Using the \$41,312 (200% of the Federal Poverty Level for a household of 2.4 people) while also using the FCC's affordable broadband benchmark of 2% of monthly household income, it is reasonable to conclude a ceiling of \$70 per month.

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<sup>78</sup>

<https://static1.squarespace.com/static/5aa8af1fc3c16a54bcb0415/t/61ad7722de56262d89e76c94/1638758180025/EveryoneOn+Report+on+Affordability+%26+the+Digital+Divide+2021.pdf>

<sup>79</sup> <https://www.census.gov/quickfacts/fact/table/IA,US/INC910221>

<sup>80</sup> <https://docs.fcc.gov/public/attachments/FCC-16-38A1.pdf>

<sup>81</sup> <https://www.fcc.gov/acp>

<sup>82</sup> <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>

$\$41,312 / 12 \text{ months} = \$3,422$  (household income per month)  
 $\$3,422 \times .02$  (2%) = \$68.44 per month

Therefore, DOM sets the following definition of low-cost service options as:

- a. A non-ACP-subsidized rate of either (1) \$40 per month or less, or (2) \$70 per month or less with justification and approved waiver, inclusive of all taxes, fees, and other charges, including but not limited to any non-recurring charges to the subscriber (e.g., service initiation costs) with no additional non-recurring costs or fees to the consumer, which may be adjusted annually based on the Consumer Price Index, Midwest Region;
- b. Allows the end user to apply the Affordable Connectivity Benefit and Lifeline Program subsidy to the service price and conducts outreach to inform subscribers and prospective subscribers of the programs including the steps necessary to enroll and apply the benefit to the service plan. This includes the subscriber's right to use any Affordable Connectivity Benefit subsidy toward the plan's rate;
- c. Provides typical download speeds of at least 100 Mbps and typical upload speeds of at least 20 Mbps;
- d. Provides typical latency measurements of no more than 100 milliseconds;
- e. Is not subject to data caps, surcharges, or usage-based throttling, and is subject only to the same acceptable use policies to which subscribers to all other broadband internet access service plans offered to home subscribers by the participating subgrantee must adhere; and
- f. In the event the provider later offers a low-cost plan with more advantageous technical specifications, such as higher speeds downstream and/or upstream, permits eligible subscribers that are subscribed to a low-cost broadband service option to upgrade to the new low-cost offering at no additional cost.

As outlined in Section 1.8.6.3. of the NOFA (Appendix A), Applicants may propose a waiver to the monthly price of the Low-Cost Broadband Service Option. In the case that an applicant proposes a non-ACP subsidized low-cost broadband service option price of more than \$40 per month, the applicant may submit a request for waiver to allow for a greater low-cost broadband service option of up to \$70 per month. The request for waiver must include a justification explaining the need to set a low-cost broadband service option price above \$40 specifically addressing how that price furthers the BEAD program objectives of ensuring 100% coverage of unserved locations in Iowa by including the most hard to reach locations in their proposal.

In the second round of curing comments, the reviewer required that the State, "Provide a reasonable explanation for why the low-cost broadband service option(s) best serves the needs of residents within the Eligible Entity's jurisdiction." As noted above, the State of Iowa balances the burden placed on low-income subscribers with the burden placed on providers. The goal in establishing a low-cost broadband service option is to ensure that the majority of low-income subscribers can take advantage of the federally-funded infrastructure while at the same time ensuring that the programmatic burdens on providers do not cause the infrastructure not to be built. The State believes that the low-cost broadband service option set as it has been defined here best serves the needs of residents by ensuring reasonable access at a price that is not excessively burdensome while at the same time ensuring that providers will not be driven away by the financial burden imposed on completed networks.

Also, in the last round of curing comments from NTIA, the reviewer required that the State, "Provide a justification for proposing a low-cost service option where the end-user cost is greater than \$0." In alignment with the above comments, the State believes that it would be beyond its authority to require providers to convey service for free to a qualifying population, as

this amounts to imposing an unfunded mandate running for the useful life of the network. The State of Iowa does not have its own broadband subsidy program, meaning that establishment of a no-cost broadband service option is unattainable.

The Low-Cost Broadband Service Option is required to be available to ACP-eligible consumers in the BEAD-funded network, and must remain available for the useful life of the network assets. Subgrantees are required to participate in the Affordable Connectivity Program or any successor program should funding for the ACP be depleted and the program not renewed, and eligible subscribers that are eligible for a broadband service subsidy can apply the subsidy to the proposed service option.

### **2.12.2 ACP**

*Certify that all subgrantees will be required to participate in the Affordable Connectivity Program or any successor program.*

Yes, all subgrantees will be required to participate in the Affordable Connectivity Program or any successor program.

## 2.13 Middle-Class Affordability Plans

### 2.13.1 Middle-Class Affordability

*Describe a middle-class affordability plan that details how high-quality broadband services will be made available to all middle-class families in the BEAD-funded network's service area at reasonable prices. This response must clearly provide a reasonable explanation of how high-quality broadband services will be made available to all middle-class families in the BEAD-funded network's service area at reasonable prices.*

#### Affordability Tool

Affordable broadband access is a cornerstone of modern society, enabling equitable participation in the digital age and driving economic, educational, and social advancement. The importance of affordable broadband cannot be overstated, as it directly impacts individuals' quality of life, access to essential services, and opportunities for growth. Affordable broadband is critical for the following reasons: economic opportunities, education and lifelong learning, healthcare and telemedicine, government services, and social inclusion and connectivity.

Calculating affordability for middle-class citizens involves assessing the cost of broadband services in relation to their household income. A basic framework includes determining monthly income, identifying basic expenses, and allocating a portion for broadband. The goal is to ensure that broadband cost is manageable and does not disproportionately burden the individual's budget.

PEW Charitable Trusts has developed an online tool to analyze affordability data. The tool is able to calculate the cost of affordable broadband for middle-class citizens by county in Iowa. Affordability is defined as 2% of disposable household income which is in alignment with the FCC's guidance. DOM will provide access to this tool via our website. Citizens and providers will be able to see what an affordable monthly cost for broadband services should be depending on the median household income in each county. Adjustments may be necessary depending on factors like local economic conditions and individual circumstances.

The goal of publishing this tool is to be as transparent as possible when discussing the affordability of broadband especially in different areas of the state. Flexibility in broadband pricing, discounts for low-income households, and government assistance programs can play a role in enhancing affordability. Providers should use this tool for informational purposes when offering broadband services to consumers.

#### FCC ACP Outreach Grant

Iowa applied for and was awarded funding for the FCC ACP Outreach Grant Program. Iowa has participation levels in ACP well below the national average, and a clear need for additional outreach and assistance to navigate and enroll in the program was identified. In the DOM broadband outreach meetings conducted in spring 2023, a regular criticism heard centered on the challenges to applying to the program and the lack of marketing. DOM will look to address both issues. This new outreach grant is intended to provide targeted funding to do just that. Iowa was awarded just under \$400,000 and expects to use the funding to provide outreach and assistance to eligible subscribers in order to increase awareness and participation in ACP. The goal is to raise Iowa's participation to track with the national average.

DOM encourages providers to:

1. Offer low-cost service options for all subscribers to ensure that all Iowans have access to affordable broadband service no matter their income level.
2. Use the affordability tool and offer plans at or below the level indicated for their geographical area to ensure the most affordable price for Iowans.



3. Provide outreach to subscribers and potential subscribers to increase awareness and participation of ACP or other applicable programs.

Additionally, as outlined in Section 2.4 of this Initial Proposal, DOM intends to determine a “cost per megabit to the consumer” measure. The lower the measure, the more affordable the broadband service Facilitated as a result of the proposed Project. The price per megabit for service for all Applicants will be compared against each other to calculate the Affordability score for each individual Applicant.

Utilizing the low-cost service option outlined in section 2.12 of this Initial Proposal, affordability tool, ACP outreach, and incorporating cost as a factor in the subgrantee selection process will ensure that broadband services are affordable and accessible to all Iowa households. Together, these strategies create a comprehensive approach to broadband affordability. They address both the financial and knowledge-based hurdles that can hinder broadband adoption. With these strategies in place, Iowa can ensure that high-quality broadband services are available to all families at reasonable prices.

## 2.14 Use of 20 Percent of Funding (Requirement 17)

### 2.14.1 20 Percent Funding

*Describe the Eligible Entity's planned use of any funds being requested, which must address the following:*

- a. *If the Eligible Entity does not wish to request funds during the Initial Proposal round, it must indicate no funding requested and provide the rationale for not requesting funds.*
- b. *If the Eligible Entity is requesting less than or equal to 20 percent of funding allocation during the Initial Proposal round, it must detail the amount of funding requested for use upon approval of the Initial Proposal, the intended use of funds, and how the proposed use of funds achieves the statutory objective of serving all unserved / underserved locations.*
- c. *If the Eligible Entity is requesting more than 20 percent (up to 100 percent) of funding allocation during the Initial Proposal round, it must detail the amount of funding requested for use upon approval of the Initial Proposal, the intended use of funds, how the proposed use of funds achieves the statutory objective of serving all unserved / underserved locations, and provide rationale for requesting funds greater than 20 percent of the funding allocation.*

Iowa is requesting 100 percent of the funding allocation during the Initial Proposal round which equals \$410,331,313.00 (\$415,331,313.00 - \$5,000,000.00 in planning funds). These funds will be utilized for the following purposes.

#### **Funds to be used, directly or indirectly, for the administration of the grant (subject to the two percent cap):**

DOM intends to use funds as part of the Initial Proposal Funding Request for the administration of the grant. This includes any and all aspects of administering, planning, and organizing the BEAD program such as completing BEAD grant reports, preparing grant-related documents, and completing any grant-related monitoring and audit activities. The below costs do not overlap with those funds requested during the Initial Planning stage; however, they may represent a continuation of those costs vital to the administration of our State Broadband Office. These funds include:

- **Program Planner 3:** The Program Planner 3 will be responsible for completing BEAD day-to-day project activities as well as final BEAD project deliverables including coordinating with stakeholders, hosting meetings with telecom partners, conducting data analysis on broadband deployment and digital inclusion metrics, interpreting data, and will be responsible for overall program and project evaluation and success.
- **BEAD Program Manager (Executive Officer 3):** The BEAD Program Manager will be responsible for leading activities relating to BEAD including completing BEAD grant reports; archiving grant-related documents and documentation; preparing for, and supporting, any activities related to grant monitoring, audit or compliance requests; compiling, reconciling, and managing the submission of subgrantee reports and documents.
- **GIS Specialists:** Two GIS staff will be responsible for utilizing mapping and spatial analysis tools to analyze unserved and underserved locations, demographic data, existing infrastructure, data visualization, asset management, and environmental compliance. After allocated planning funds are expended, this position will be funded through program funds.
- **Compliance Officer 2:** The Compliance Officer 2 will be responsible for supporting monitoring and compliance activities of the BEAD program. This position will also assist with program reporting activities.

#### **Funds to be used for administrative purposes, other than the administration of the grant:**

DOM intends to use funds as part of the Initial Proposal Funding Request for the development of subgrantee compliance and monitoring plans and activities. These activities will be implemented over the course of the next several years, so it will be important to create a solid foundation and vision in place. This includes developing and implementing technical assistance, risk assessments, reimbursement claim processing, and monitoring for subrecipients.

**Funds to be used to complete the Subgrantee Selection Process:**

DOM will also contract with a contractor to be determined to assist with the subgrantee selection process. This also includes all of the necessary steps including, but not limited to, those outlined in the Initial Proposal. DOM will finalize the NOFA (Appendix A) and all associated materials, update all materials in the Iowa Grants Management System, provide notice of the upcoming funding opportunity, conduct a question and response session, issue the NOFA (Appendix A), complete the application review process, determine final agency decisions and provide notice of intent to award, complete risk assessments, negotiate grant agreements, and finalize documentation in preparation for the Final Proposal and subsequent execution of grant agreements. This also includes support for DOM and applicants by providing services related to BEAD-specific program requirements such as NEPA, SHPO, Cybersecurity and Supply Chain Risk Management Plans.

**Eligible uses of funding in connection with last-mile broadband deployment projects, subject to the limitations related to unserved locations and high poverty areas for deployment prior to approval of the Final Proposal as outlined in the NOFO<sup>83</sup>:**

DOM does not anticipate awarding projects prior to approval of the Final Proposal. As outlined in Section 1.8.11. of the NOFA (Appendix A), DOM plans to submit the Notice of Intent to Award to NTIA for approval as part of the State of Iowa's Final Proposal. Any changes to grantees or grant award amounts required by NTIA will be reflected in an amended Notice of Intent to Award. Additionally, as outlined in Section 1.8.13. of the NOFA (Appendix A), after NTIA approval of the Final Proposal, DOM will issue a formal letter to each successful Applicant indicating the final award amount and project area to be used to acquire a Letter of Credit or Performance Bond. Once the successful Applicant has provided DOM a sufficient Letter of Credit or Bond, DOM will distribute final Grant Agreements for the successful Applicants' review and signature.

**Eligible non-deployment uses, subject to the requirement of a plan to ensure deployment sufficient to serve all unserved and underserved areas as outlined in the NOFO<sup>84</sup>:**

As indicated in the Initial Proposal, Iowa does not anticipate sufficient funding to support non-deployment uses and does not intend to subgrant for non-deployment activities. DOM will revisit the non-deployment activities pending availability of funds after prioritizing unserved, underserved, and community anchor institution locations.

**Funds to be used upon approval of the Final Proposal:**

As noted above, DOM requests that the Assistant Secretary make the total allocation of funds to be obligated at the Initial Proposal stage of the BEAD Program to promote a robust, fair, and competitive Subgrantee Selection Process by giving industry confidence in the full allocation and availability of funds and is ready to reimburse successful applications when those projects are ready for implementation. DOM proposes that the use of these funds would be contingent upon Final Proposal approval. These funds will cover eligible last-mile broadband deployment

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<sup>83</sup> See Section IV.B.8 BEAD NOFO

<sup>84</sup> See Section IV.B.8 BEAD NOFO

projects identified in the BEAD NOFO<sup>85</sup>, and the remaining funds available for the administration of the grant.

DOM has received guidance from NTIA to request 100% of the funds. The narrative in this section is DOM's justification based on the guidance from NTIA. All of the above activities are crucial in ensuring that DOM acts as a good steward of federal funds and that the funds are administered properly in accordance with the BEAD NOFO<sup>86</sup> in a timely manner to meet the program goals of serving all unserved and underserved locations in Iowa.

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<sup>85</sup> See Section IV.B.7.a.ii BEAD NOFO

<sup>86</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

## 2.14.2 Financial Data Entry

*Enter the amount of the Initial Proposal Funding Request. If not requesting Initial Proposal funds, enter '\$0.00.'*

\$410,331,313.00.

### 2.14.3 Funding Certification

*Certify that the Eligible Entity will adhere to BEAD Program requirements regarding Initial Proposal funds usage. If the Eligible Entity is not requesting funds in the Initial Proposal round and will not submit the Initial Proposal Funding Request, note "Not applicable."*

DOM certifies that it will adhere to BEAD Program requirements regarding Initial Proposal funds usage.

## 2.15 Eligible Entity Regulatory Approach (Requirement 18)

### 2.15.1 Regulatory Approach

- a. *Disclose whether the Eligible Entity will waive all laws of the Eligible Entity concerning broadband, utility services, or similar subjects, whether they predate or postdate enactment of the Infrastructure Act that either (a) preclude certain public sector providers from participation in the subgrant competition or (b) impose specific requirements on public sector entities, such as limitations on the sources of financing, the required imputation of costs not actually incurred by the public sector entity, or restrictions on the service a public sector entity can offer.*
- b. *If the Eligible Entity will not waive all such laws for BEAD Program project selection purposes, identify those that it will not waive (using the Excel attachment) and their date of enactment and describe how they will be applied in connection with the competition for subgrants. If there are no applicable laws, note such.*

Chapter 8B of the Iowa Code is the applicable statute related to information technology. Federal funding is addressed in section 8B.7. DOM will adhere to Iowa Code section 8B.7(1) which states “Neither the provisions of this chapter nor rules adopted pursuant to this chapter shall apply in any situation where such provision or rule is in conflict with a governing federal regulation or where the provision or rule would jeopardize the receipt of federal funds.”<sup>87</sup>

Essentially, any provision in section 8B will be waived if it conflicts with the BEAD program. We are not aware of any other provisions in state law that conflict with the BEAD program.

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<sup>87</sup> <https://www.legis.iowa.gov/docs/code/8B.pdf>

## 2.15.2 Optional Attachment

*As a required attachment only if the Eligible Entity will not waive laws for BEAD Program project selection purposes, provide a list of the laws that the Eligible Entity will not waive for BEAD Program project selection purposes, using the Eligible Entity Regulatory Approach template provided.*

Not applicable



## **2.16 Certification of Compliance with BEAD Requirements (Requirement 19)**

### **2.16.1 Compliance Certification**

*Certify the Eligible Entity's intent to comply with all applicable requirements of the BEAD Program, including the reporting requirements.*

DOM intends to comply with all applicable requirements of the BEAD program, including reporting requirements.

## 2.16.2 Subgrantee Accountability

*Describe subgrantee accountability procedures, including how the Eligible Entity will, at a minimum, employ the following practices outlined on page 51 of the BEAD NOFO:*

- a. Distribution of funding to subgrantees for, at a minimum, all deployment projects on a reimbursable basis (which would allow the Eligible Entity to withhold funds if the subgrantee fails to take the actions the funds are meant to subsidize);*
- b. The inclusion of clawback provisions (i.e., provisions allowing recoupment of funds previously disbursed) in agreements between the Eligible Entity and any subgrantee;*
- c. Timely subgrantee reporting mandates; and*
- d. Robust subgrantee monitoring practices.*

a. The distribution of funding is outlined in Section 1.6.2.2. of the NOFA (Appendix A) and was implemented with specific guidance from NTIA. DOM reserves the right to update information on reimbursement based on upcoming guidance from NTIA related to fixed amount subawards.

b. Remedies for breach of contract are outlined in Section 5.2., repayment obligation is outlined in Section 4.6., and erroneous payments and credits are outlined in Section 4.8. of the grant agreement (Appendix C).

c. Reporting requirements are outlined in Sections 1.6.2. and 1.6.3. of the NOFA (Appendix A) and in Sections 10, 13, 23, and 25 of the grant agreement (Appendix C).

d. Subgrantee monitoring is outlined in Section 10 of the grant agreement (Appendix C). DOM also plans to use a vendor to provide and execute a compliance and monitoring plan which will include training webinars, participating in one-on-one meetings with subgrantees, providing templates to subgrantees where applicable, creating how-to videos, Grant Management Guides, etc. Examples of previous technical assistance materials can be found online<sup>88</sup>.

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<sup>88</sup> <https://iowa.gov/technical-assistance>

### **2.16.3 Civil Rights**

*Certify that the Eligible Entity will account for and satisfy authorities relating to civil rights and nondiscrimination in the selection of subgrantees.*

DOM will account for and satisfy authorities relating to civil rights and nondiscrimination in the selection of subgrantees.

## 2.16.4 Cybersecurity and Supply Chain Risk Management

*Certify that the Eligible Entity will ensure subgrantee compliance with the cybersecurity and supply chain risk management requirements on pages 70 - 71 of the BEAD NOFO to require prospective subgrantees to attest that:*

### *Cybersecurity*

- 1) The prospective subgrantee has a cybersecurity risk management plan (the plan) in place that is either: (a) operational, if the prospective subgrantee is providing service prior to the award of the grant; or (b) ready to be operationalized upon providing service, if the prospective subgrantee is not yet providing service prior to the grant award;*
- 2) The plan reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;*
- 3) The plan will be reevaluated and updated on a periodic basis and as events warrant; and*
- 4) The plan will be submitted to the Eligible Entity prior to the allocation of funds. If the subgrantee makes any substantive changes to the plan, a new version will be submitted to the Eligible Entity within 30 days.*

### *Supply Chain Risk Management (SCRM)*

- 1) The prospective subgrantee has a SCRM plan in place that is either: (a) operational, if the prospective subgrantee is already providing service at the time of the grant; or (b) ready to be operationalized, if the prospective subgrantee is not yet providing service at the time of grant award;*
- 2) The plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;*
- 3) The plan will be reevaluated and updated on a periodic basis and as events warrant; and*
- 4) The plan will be submitted to the Eligible Entity prior to the allocation of funds. If the subgrantee makes any substantive changes to the plan, a new version will be submitted to the Eligible Entity within 30 days. The Eligible Entity must provide a subgrantee's plan to NTIA upon NTIA's request.*

DOM certifies that it will ensure subgrantee compliance with the cybersecurity and supply chain risk management requirements on pages 70 - 71 of the BEAD NOFO<sup>89</sup> to require prospective subgrantees to attest to the provisions listed.

Applicants will be required to certify to the Cybersecurity and Supply Chain Risk Management provisions in Exhibit F of the NOFA. Cybersecurity and Supply Chain Risk Management plans are also addressed in Sections 5 and 6 of the grant agreement (Appendix C). DOM will require all awarded applicants to provide current and comprehensive Cyber Security and Supply Chain Risk Management plans as part of the Supplemental Data Collection Phase outlined in Section 1.8.8. of the NOFA (Appendix A). As indicated in the BEAD NOFO<sup>90</sup>, this will be a requirement post application but prior to grant agreement execution. In staging this requirement in this fashion, applicants will be aware of the Cyber Security and Supply Chain Risk Management requirements, but non-awarded applicants will be spared the cost and administrative burden of creating such plans merely to apply for funding.

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<sup>89</sup> See Section C.2.c.vi. BEAD NOFO

<sup>90</sup> See Section C.2.c.vi. BEAD NOFO

## 2.17 Volume II Public Comment

### 2.17.1 Public Comment Summary

*Describe the public comment period and provide a high-level summary of the comments received during the Volume II public comment period and how they were addressed by the Eligible Entity. The response must demonstrate:*

- a. *The public comment period was no less than 30 days; and*
- b. *Outreach and engagement activities were conducted to encourage feedback during the public comment period.*

The public comment period began on November 16, 2023, and ended on December 15, 2023. The Initial Proposal was posted on the State of Iowa Public Comment website. The purpose of this website is to allow members of the public the opportunity to comment on documents. Public participation in government helps the state of Iowa to reform plans and prevent over regulation or red tape, encouraging efficiency, economic growth and job creation. The Initial Proposal and other BEAD information was also posted on the DOM website on a newly created BEAD page. Additionally, communication was sent to interested stakeholders via email and GovDelivery.

Iowa received 48 unique public comments during the public comment period. The comments can be categorized in general terms as follows:

#### **Comments from Citizens/ Residents:**

Eight comments were submitted by citizens or residents without affiliation to any other organization. These comments were largely service-related comments expressing concerns or complaints about broadband service available at their residence or business. Most of these did not reference the Iowa Initial Proposal or the BEAD program specifically, but rather were general comments about the lack of sufficient broadband service in their area.

#### **Service Providers / Broadband Technology Companies:**

Seventeen comments were submitted by internet service providers (ISP's) or companies in the ISP equipment sector. These comments were varied, but primarily focused on requirements of the BEAD program (v. the Iowa Initial Proposal). Most cited concerns regarding one element of the federal BEAD program or another, not necessarily requirements or program rules created by Iowa's Initial Proposal. Some of the comments were very broad and were clearly written in a manner in which the same comment document could be submitted to multiple states without substantive change.

#### **Advocacy Groups and Industry Associations:**

Thirteen comments were submitted by advocacy or special interest groups such as AARP, IBEW, CTIA or similar. Most of these comments focused on the specific impact BEAD or the Iowa Initial Proposal may have on the members they specifically represent. Consistent with previous reporting, most of these comments were generic enough to apply to multiple states and primarily focused on rules or requirements imposed by the federal BEAD program.

#### **Other:**

The remaining comments were composed of a number of different submissions that spanned various topics not easily grouped above. Many of these were 'sales pitches' from companies seeking to make Iowa aware of their products or services or requesting meetings to further explain how they may be able to assist the state in implementing the BEAD program. Others were commentary surrounding DEI and the importance of considering non-deployment initiatives pertaining to BEAD.

#### **Conclusion:**

DOM made a number of changes to the Initial Proposal and accompanying documents based on public comment feedback or needed clarification based on NTIA comments. However, no changes substantially altered the Initial Proposal. The full log of changes may be viewed in Section 2.17.2 of this Initial Proposal.

**DEPARTMENT OF MANAGEMENT, DIVISION OF INFORMATION  
TECHNOLOGY (“DOM”)**

**Broadband Grants Program—Empower Rural Iowa, Broadband Equity,  
Access, and Deployment Funds (“BEAD”)**

**NOTICE OF FUNDING AVAILABILITY (“NOFA”) #009**

**(Exhibit A)**

**Pre-Publication Version**

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## SECTION 1—Program Overview/Administrative Issues

**1.1. Purpose.** Governor Reynolds has authorized the allocation and expenditure of \$400,000,000.00 from the Infrastructure Investments and Jobs Act (“IIJA”) Broadband Equity, Access, and Deployment (“BEAD” program) to the Empower Rural Iowa Broadband Grants Program (“Program”) to provide Broadband grants to help eliminate the digital divide in Iowa.

This grant round is funded using only federal funds. Therefore, neither the provisions nor the rules adopted pursuant to Chapter 8B apply to this Notice of Funding Availability (“NOFA”). Iowa Code 8B.7(1). Except as otherwise expressly stated herein, the statutory and regulatory requirements of Iowa Code section 8B.11, Iowa Administrative Code chapters 129—20 and 22, or any other similar or related statutory or regulatory requirements, shall not apply to or govern this NOFA. The eligibility requirements and procedures governing this application process shall be solely as set forth in this NOFA #009, including any corresponding attachments referenced or incorporated herein.

This NOFA is crafted in an effort to be fully compliant with the BEAD program, all associated BEAD program guidance, and the Notice of Funding Opportunity (“NOFO”) published by the National Telecommunications and Information Administration (“NTIA”) (available at: <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>).

To meet federal funding obligations, Broadband buildout under this NOFA must be completed with service provided no later than four years from the date of grant execution.<sup>1</sup> Applications submitted to this NOFA must be designed to provide last-mile broadband service to Eligible Service Locations (“ESLs”), and the broadband service must reliably meet or exceed 100/20 Broadband, with latency less than or equal to 100 milliseconds.<sup>2</sup> Applicants may request up to 75% in federal matching funds for eligible projects under this NOFA. Pursuant to BEAD program guidelines, this NOFA will give special priority to Applications that deliver fiber optic service to the home, and to Applications that propose service to Unserved Locations. Consistent with BEAD guidance, DOM must minimally arrive at a collection of grant awards that serve all unserved ESLs in the state.<sup>3</sup>

Successful Applications proposing fiber optic buildout will be treated as Priority Broadband Projects meaning they will receive priority any time they overlap with an Application not proposing to build fiber optic service.

Applications to this NOFA may include expenditures associated with (1) the acquisition of middle-mile network services from a third party, or (2) construction of new middle-mile networks, provided that such expenditures are necessary, as part of an Applicant's proposed Project, to facilitate last-mile Qualifying Broadband to Eligible Service Locations. A project may include Middle Mile Infrastructure in or through any area required to reach interconnection points or otherwise to ensure the technical feasibility and financial sustainability of a project providing service to an unserved location, underserved location, or eligible CAI.<sup>4</sup>

**1.2. Funding Source.** This funding opportunity does not utilize state funds. Funds awarded under this NOFA are federally-funded under the BEAD program. Grantees receiving awards hereunder this NOFA will be considered “subrecipients” and the awards Fixed Amount Subawards for purposes of federal law. (2

<sup>1</sup> See Section IV.C.2.b.i. of BEAD NOFO

<sup>2</sup> See Section I.C. of BEAD NOFO

<sup>3</sup> See Section IV.B.7.b. of BEAD NOFO

<sup>4</sup> See Section IV.B.7.a.ii. of BEAD NOFO

C.F.R. § 200.1 (definition of “fixed amount awards”); 2 C.F.R. § 200.201; 2 C.F.R. § 200.333). The awards made pursuant to NOFA 9 will be subject to all requirements imposed on Fixed Amount Subawards under 2 C.F.R. part 200, as well as applicable federal programmatic guidance.

### 1.3. Key Program Definitions.

1.3.1. **“Allowable Expenditure(s)”**<sup>5</sup> means specific types/categories of expenditures Applicants/Grantees may include in their Total Project Cost, and for which Applicants/Grantees may seek reimbursement from DOM. Examples of permissible categories of Allowable Expenditures are more fully defined and identified in the Budget Plan Allowable Expenditures. Allowable Expenditures may only include expenditures:

- 1.3.1.1. Directly relating to the construction, improvement and/ or acquisition of facilities and telecommunications equipment required to provide Qualifying Broadband or faster broadband service, including infrastructure for backhaul, middle and last-mile networks and multi-tenant buildings necessary for the Applicant to Facilitate service to Eligible Service Locations identified in Applicant’s Core Application and forming the basis of the Project;
- 1.3.1.2. Deployment of internet and Wi-Fi infrastructure within the eligible multi-family residential building;
- 1.3.1.3. Permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews;
- 1.3.1.4. Personnel costs including salaries and fringe benefits for staff and consultants required for directly carrying out a Project;
- 1.3.1.5. Network software upgrades, including, but not limited to, cybersecurity solutions;
- 1.3.1.6. Training for cybersecurity professionals who will be working on BEAD funded networks;
- 1.3.1.7. Pre-award expenses should be clearly identified in the proposed budget. Allowability of pre-award expenses will be determined in accordance with the BEAD NOFO.<sup>6</sup>
- 1.3.1.8. Incurred prior to four years following execution of the grant agreement.

Allowable Expenditures may not include expenditures (in other words, **“Disallowed Expenditure(s)”**) that are:

- 1.3.1.9. Related to land, buildings, structures, improvements, or equipment not directly used in the transmission of data via Broadband;
- 1.3.1.10. Related to the process of removing existing Broadband Infrastructure, fixtures, or other real property in preparation of the installation of new

<sup>5</sup> See Section IV.B.7.a.ii. of BEAD NOFO

<sup>6</sup> See Section V.H.1. of BEAD NOFO

- Broadband Infrastructure forming the basis of the Project;
- 1.3.1.11. Indirect labor costs or administrative overhead;
  - 1.3.1.12. Passthrough expenditures with respect to subcontractors or other third parties operating on an Applicant's behalf to the extent they are not the result of arm's length transactions or are not reflective of fair market rates;
  - 1.3.1.13. Identified as ineligible expenditures pursuant to any BEAD requirements;
  - 1.3.1.14. Acquisition of spectrum licenses;
  - 1.3.1.15. Operating expenses,
  - 1.3.1.16. Short-term operating leases;
  - 1.3.1.17. Payment of interest or principal on outstanding debt instruments, or other debt service costs;
  - 1.3.1.18. Fees or issuance costs associated with the issuance of new debt, including the cost to acquire a Letter of Credit;
  - 1.3.1.19. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding; or
  - 1.3.1.20. To support or oppose collective bargaining. This does not affect the ability to use funds to comply with 41 C.F.R. 60-1.4;
  - 1.3.1.21. Any other expenditures that are not reimbursable under Applicable Law, rule, or policy, as may be more fully defined and described in the Grants Management Policies and Procedures Guide.
- 1.3.2. **“Alternative Broadband Project”** means a project that will provision Reliable Broadband Service using a technology type other than end-to-end fiber-optic facilities to each end-user premises.
- 1.3.3. **“As of Date”** means the date the broadband availability maps and corresponding data sources utilized by DOM in determining whether and at which speeds a Communications Service Provider Facilitates broadband service to a particular location. The Broadband Availability Map in effect as of the date of the issuance of this NOFA reflects the availability of Broadband in Iowa as of TBD.
- 1.3.4. **“Broadband”** means a high-speed, high-capacity electronic transmission medium, including fixed wireless and mobile wireless mediums, that can carry data signals from independent network sources by establishing different bandwidth channels and that is commonly used to deliver internet services to the public.
- 1.3.5. **“Broadband Availability Map”** means the statewide map that identifies whether and at which speeds a Communications Service Provider Facilitated Broadband to a Broadband Unit as of the As of Date, whether a grantee has received a prior state or federal grant to Facilitate Qualifying Broadband to a Broadband Unit, and whether a Broadband Unit is an Eligible Service Location. The Broadband Availability Map is published at: TBD.
- 1.3.6. **“Broadband Grants Core Application”** or **“Core Application”** means the Excel

Workbook which contains the central forms to be completed and submitted by an Applicant in connection with this NOFA, including but not limited to the Project Worksheet and Budget Plan.

- 1.3.7. **“Broadband Infrastructure”** means the physical infrastructure used for the transmission of data that provides broadband services. “Broadband Infrastructure” does not include land, buildings, structures, improvements, or equipment not directly used in the transmission of data via broadband or any other Disallowed Expenditures.
- 1.3.8. **“Broadband Intervention Zone”** or **“BIZ”** means a geographic area comprised of Eligible Service Locations selected by DOM upon completion of the evaluation of Applications to the Invitation to Qualify published at <https://dom.iowa.gov/broadband/broadband-grants/invitation-qualify-001-broadband-intervention-zones>.
- 1.3.9. **“Broadband-Serviceable Location”** means a business or residential location at which fixed broadband internet access service is, or can be, installed.
- 1.3.10. **“Broadband Unit(s)”** means a Broadband-serviceable location identified on the Broadband Availability Map.
- 1.3.11. **“Budget Plan”** means the worksheet within the Core Application, labeled **“Exhibit D”**, identifying the Allowable Expenditures and Total Project Costs forming the basis of the Project.
- 1.3.12. **“BEAD Fund Requirements”** means all legal obligations associated with the funding source, including but not limited to:
  - 1.3.12.1. All guidance, requirements, and Frequently Asked Questions for BEAD, available at <https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>
  - 1.3.12.2. All contracts made by a Grantee in excess of \$100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5);
  - 1.3.12.3. Uniform Administrative Requirements, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 apply to BEAD, except any provisions NTIA may determine are inapplicable to a Fixed Amount subaward and subject to such exceptions as may be otherwise provided by Commerce. Subpart F–Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
  - 1.3.12.4. Required certification by the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. § 1352. These regulations require certification by Vendor (and its subcontractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with

these Applicable Laws. 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 may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. In accordance with 2 C.F.R. Pt. 200, App. II, Section I, Vendor certifies the following:

No federal funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of the Customer, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Vendor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- 1.3.13. **"Communications Service Provider"** means an entity including, including but not limited to cooperatives, nonprofit organizations, public-private partnerships, private companies, public or private utilities, public utility districts, local governments private sector carriers, utilities, Tribal entities, local governments, and other entities that provides or will Facilitate Qualifying Broadband.
- 1.3.14. **"Community Anchor Institutions"** or **"CAI"** means an entity such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that facilitates greater use of broadband service by vulnerable populations, including, but not limited to, low-income individuals, unemployed individuals, children, the incarcerated, and aged individuals.
- 1.3.15. **"Eligible Service Location"** means a location identified on the Broadband Availability Map as an Unserved or Underserved Location to which no provider offers Qualifying Broadband service. The location must not have been previously awarded Federal or State broadband incentives for build out greater than or equal to Qualifying Broadband. An Eligible Service Location may include a Community Anchor Institution.
- 1.3.16. **"Extremely High Cost Per Location Threshold"** means a BEAD subsidy cost per location to be utilized during the subgrantee selection process to decline or negotiate a proposed Project if use of an alternative technology meeting the BEAD Program's technical requirements would be less expensive.
- 1.3.17. **"Facilitate"** means a Communications Service Provider's ability to provide broadband

service at or above Qualifying Broadband to an Eligible Service Location within a commercially reasonable time and at a commercially reasonable price upon request by a consumer.

- 1.3.18. **“Low-Cost Broadband Service Option”** means a service plan available to Affordable Connectivity Program (ACP)-eligible consumers in the BEAD-funded network which:
- 1.3.18.1. Is a non-ACP-subsidized rate of either (1) \$40 per month or less, or (2) \$70 per month or less with justification and approved waiver, inclusive of all taxes, fees, and other charges, including but not limited to any non-recurring charges to the subscriber (e.g., service initiation costs) with no additional non-recurring costs or fees to the consumer, which may be adjusted annually based on the Consumer Price Index, Midwest Region;
  - 1.3.18.2. Allows the end user to apply the Affordable Connectivity Benefit and Lifeline Program subsidy to the service price and conducts outreach to inform subscribers and prospective subscribers of the programs including the steps necessary to enroll and apply the benefit to the service plan. This includes the subscriber’s right to use any Affordable Connectivity Benefit subsidy toward the plan’s rate;
  - 1.3.18.3. Provides typical download speeds of at least 100 Mbps and typical upload speeds of at least 20 Mbps;
  - 1.3.18.4. Provides typical latency measurements of no more than 100 milliseconds;
  - 1.3.18.5. Is not subject to data caps, surcharges, or usage-based throttling, and is subject only to the same acceptable use policies to which subscribers to all other broadband internet access service plans offered to home subscribers by the participating subgrantee must adhere; and
  - 1.3.18.6. In the event the provider later offers a low-cost plan with higher speeds downstream and/or upstream, permits eligible subscribers that are subscribed to a low-cost broadband service option to upgrade to the new low-cost offering at no additional cost.
- 1.3.19. **“Maximum Funding Request”** means the amount an Applicant may request for reimbursement in accordance with section 1.7.3.
- 1.3.20. **“Middle Mile Infrastructure”** means (A) means any broadband infrastructure that does not connect directly to an end-user location, including a community anchor institution; and (B) includes—(i) leased dark fiber, interoffice transport, backhaul, carrier-neutral internet exchange facilities, carrier-neutral submarine cable landing stations, undersea cables, transport connectivity to data centers, special access transport, and other similar services; and (ii) wired or private wireless broadband infrastructure, including microwave capacity, radio tower access, and other services or infrastructure for a private wireless broadband network, such as towers, fiber, and microwave links.
- 1.3.21. **“Non-Reliable Broadband Project”** means a project that will provision Non-Reliable

Broadband Service.

- 1.3.22. **“Non-Reliable Broadband Service”** means broadband service that is not Reliable Broadband Service but otherwise satisfies the program’s technical requirements.
- 1.3.23. **“Priority Broadband Project”** means a project that will provision service via end-to-end fiber-optic facilities to each end-user premises.
- 1.3.24. **“Project”** means a proposed installation of Broadband Infrastructure by a Communications Service Provider that Facilitates Qualifying Broadband to Unserved and Underserved Locations in a Project Area, and the proposed corresponding budget. A Project may constitute a single unserved or underserved broadband-serviceable location, or a grouping of broadband-serviceable locations.<sup>7</sup>
- 1.3.25. **“Project Area”** means one or more Eligible Service Locations to which an Applicant proposes to Facilitate Qualifying Broadband. Reference section 2.2.6.1 (Project Worksheet) and the Project Worksheet for instructions on how to identify a Project.
- 1.3.26. **“Project Completion”** means buildout is complete and service is being Facilitated to Eligible Service Locations in the Project Area.
- 1.3.27. **“Qualifying Broadband”** for non-Community Anchor Institutions means Reliable Broadband Service with (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) 95 percent of latency measurements during testing windows must fall at or below 100 milliseconds round-trip time. Qualifying Broadband to a Community Anchor Institution is Reliable Broadband Service with (i) a speed of not less than 1 Gbps for downloads and uploads alike, (ii) 95 percent of latency measurements during testing windows must fall at or below 100 milliseconds round-trip time, and (iii) dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections.
- NOTE: To the extent that DOM does not receive a proposal for all Eligible Services Locations or funding is inadequate to meet the needs of all Eligible Service Locations, Qualifying Broadband may include Non-Reliable Broadband Service.
- 1.3.28. **“Reliable Broadband Service”** means broadband service that the Broadband DATA Maps show is accessible to a location via: (i) fiber-optic technology; (ii) Cable Modem/Hybrid fiber-coaxial technology; (iii) digital subscriber line (DSL) technology; or (iv) terrestrial fixed wireless technology utilizing entirely licensed spectrum or using a hybrid of licensed and unlicensed spectrum.
- 1.3.29. **“Total Project Cost(s)”** means the total costs/expenditures comprising a Project, and for which Applicants/Grantees may seek reimbursement from DOM. Refer to section 1.6.2 (Total Project Costs) for a comprehensive definition of Total Project Costs. Total Project Costs shall be as identified in the Budget Plan. To the extent there is any conflict or inconsistency between the Budget Plan and any other aspect of a Proposal, the costs identified in the Budget Plan shall be determinative.
- 1.3.30. **“Underserved Location”** means a broadband-serviceable location that is (a) not an unserved location, and (b) lacks access to Reliable Broadband Service offered with (i)

<sup>7</sup> See Section IV.B.7.a.ii. of BEAD NOFO

a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.

- 1.3.31. **“Unserved Location”** means a broadband-serviceable location that (a) has no access to broadband service; or (b) lacking access to Reliable Broadband Service offered with (i) a speed of not less than 25 Mbps for downloads; and (ii) a speed of not less than 3 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.
- 1.3.32. **“Unserved Service Project”** means a project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the project, where 80% of the locations in the project are Unserved Locations.
- 1.3.33. **“Underserved Service Project”** means a project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the project, where the project is not an Unserved Service Project.

**1.4. Project Period.** Communications Service Providers will be required to propose anticipated Project initiation, construction, and completion timelines, including, assuming the anticipated date of Award identified in the table set forth in section 1.8 (Schedule of Important Dates), a date of Project Completion.

- 1.4.1. Construction of a proposed Project may not commence prior to Award.
- 1.4.2. Grantees will be expected to complete their Projects by their represented Project Completion date. Projects must be fully completed and providing services to each customer prior to four years following execution of the grant agreement<sup>8</sup> to receive funding under this NOFA.

**1.5. Eligibility/Ownership Requirements.** Applicants/Projects must meet each of the following eligibility requirements in order to be considered eligible:

- 1.5.1. Persons eligible to submit Applications in accordance with this NOFA include any Communications Service Provider as defined by Iowa Code chapter 8B, including but not limited to cooperatives, nonprofit organizations, public-private partnerships, private companies, public or private utilities, public utility districts, local governments private sector carriers, utilities, Tribal entities, local governments, and other entities that provides or will Facilitate Qualifying Broadband.<sup>9</sup>
- 1.5.2. Persons submitting Applications must be the entity that will (1) own the network constructed with grant funds awarded under this NOFA and, (2) be Facilitating last-mile connections to Eligible Service Locations.

**NOTE:** Persons submitting Applications may not be a consultant or third-party. For consultants who wish to assist in the development of an application, the consultant must be added to the applicant organization’s Iowa Grants account.

**NOTE:** The final NOFA will be subject to federal property interest guidance to be issued by NTIA.

- 1.5.3. Projects may only consist of activities resulting in the delivery of Broadband within

<sup>8</sup> See Section II.B. of BEAD NOFO

<sup>9</sup> See Section IV.B.7.a.ii.6. of BEAD NOFO



the geographic boundaries of the State of Iowa.

- 1.5.4. Projects must Facilitate Qualifying Broadband to Eligible Service Locations.
- 1.5.5. Projects must be completed and providing service to each customer prior to four years following execution of the grant agreement.<sup>10</sup>
- 1.5.6. Applicants must obtain a Unique Entity Identifier (UEI) and provide that in the application. Applicants must have an active Federal System for Award Management (SAM) registration prior to requesting funds.<sup>11</sup>

## 1.6. Project Requirements/Total Project Costs.

- 1.6.1. *Project Identification.* Applicants must identify their Projects in terms of the Eligible Service Location(s) to which their Project will Facilitate Qualifying Broadband. See section 2.2.6.1 (Project Worksheet) and the Project Worksheet for instructions on how to create a Project using the Broadband Availability Map and identifying key related inputs from the Broadband Availability Map that will be used by DOM in the review, scoring, and ranking process.<sup>12</sup>

Applicants that propose projects that include any locations on the Meskwaki Nation's Tribal Lands must provide proof of consent from the Meskwaki Nation as outlined in section 2.2.6.12.

- 1.6.2. *Total Project Costs.*

- 1.6.2.1. Funding, Generally. Applicants are required to state the estimated Total Project Costs forming the basis of the Project and the total amount of federal funds sought in the Budget Plan.

The total amount of federal funds sought is subject to the following:

- 1.6.2.1.1. Estimated Total Project Costs may only comprise Allowable Expenditures.
- 1.6.2.1.2. Estimated Total Project Costs may only include Allowable Expenditures incurred prior to four years following execution of the grant agreement.

Applicants are also required to provide the budget in the Iowa Grants system in order to facilitate DOM's reporting obligations and for ease of administration. Applicants should take care to ensure that information supplied in the Iowa Grants System summary budget is consistent with the information supplied in the Budget Plan. **In the event of any inconsistency between the information supplied in the Iowa Grants System summary budget and the information supplied in the Budget Plan, the information identified in the Budget Plan shall be determinative.** DOM reserves the right to conform such summary budget information to the Budget Plan without notice to the Applicant.

<sup>10</sup> See Section II.B. of BEAD NOFO

<sup>11</sup> See Section V.E. of BEAD NOFO

<sup>12</sup> See Section IV.B.7.a.ii. of BEAD NOFO

- 1.6.2.2. Payments. Pending DOM's receipt of required internal approvals governing accelerated reimbursement, partial payment before full completion of the Project may be allowed as follows:
  - 1.6.2.2.1. Up to 6 months of incurred expenditures associated with the Awarded funds may be disbursed to the Grantee upon request and subject to written approval and at the sole discretion of DOM. Any reimbursements are contingent on (a) the Grantee successfully passing a risk assessment, (b) the expense being included in the Budget Plan, (c) documented proof of costs incurred for which reimbursement is sought, (d) proof that Grantee has incurred the matching percentage amount, and (e) the reimbursement includes only expenses incurred following facilitation of service. Otherwise, DOM may limit reimbursement payments in accordance with State Accounting Enterprise policy.
  - 1.6.2.2.2. The remaining of the Awarded funds shall be reimbursed in arrears upon Project Completion, consistent with the terms and conditions of the Grant Agreement.
- 1.6.3. *Characteristics of a Completed Project.*
  - 1.6.3.1. Applicants may not impose data usage caps on any plans offered as a result of a BEAD-funded Project or impose unjust or unreasonable network management practices.
  - 1.6.3.2. Must provide access to broadband service to each customer served by the Project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.
  - 1.6.3.3. Applicants deploying Middle Mile Infrastructure under this Program in connection with service to an Unserved Service Project or an Underserved Service Project shall permit other broadband service providers to interconnect with its funded Middle Mile Infrastructure network facilities on a just, reasonable, and nondiscriminatory basis. This duty includes, at a minimum, the physical interconnection of the Applicant's Middle Mile Infrastructure to a requesting party's facilities for the exchange of traffic. In addition, Applicants shall connect to the public internet directly or indirectly and provide requesting parties with an ability to connect to the internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory. Each Applicant that obtains funding for the deployment or upgrade of Middle Mile Infrastructure must negotiate in good faith with any requesting party (including public, Tribal, private, non-profit, or other parties) making a bona fide request for interconnection. Applicants shall report through the subgrantee reporting process any interconnection requests made to the Applicant during that year and the status of those requests.

- 1.6.3.4. Applicants must carry out public awareness campaigns in their service areas that are designed to highlight the value and benefits of broadband service in order to increase the adoption of broadband service by consumers. Awareness campaigns must include information about low-cost service plans and any federal subsidies for low-income households such as the Lifeline Program, the Affordable Connectivity Program, and any successor programs. Further, awareness campaigns must be conducted in an equitable and nondiscriminatory manner. Applicants must utilize a variety of communications media (e.g., online, print, radio) and provide information in languages other than English when warranted based on the demographics of the community.

Once a Project has been deployed, each Applicant shall provide public notice, online and through other means, of that fact to individuals residing in the locations to which broadband service has been provided and share the public notice with DOM. Each Applicant seeking to deploy or upgrade network facilities must explain in its application how it intends to notify relevant populations of the new or newly upgraded offerings available in each area. Such proposals shall be designed in a manner that reflects any unique needs of the specific demographics of the area at issue (including, for example, languages prominently spoken in the area and the best means of ensuring that the population is likely to encounter the subgrantee's public notice).

- 1.6.3.5. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals for interconnection by unaffiliated entities. Where a Project proposes to lay conduit, the Project shall propose to deploy a reasonable amount of excess conduit capacity and propose a conduit access point interval as part of the Application. The State of Iowa will review all excess conduit proposals and work with applicants for compliance as unique network designs or deployments could alter this specification<sup>13</sup>.

**1.7. Available Funds.** Funding for the Broadband Grants Program comes from federal BEAD allocated to DOM for such purposes.

- 1.7.1. The total amount of funds available for Award under this NOFA is up to \$400,000,000.
- 1.7.2. Applicants must clearly state in their Applications the amount of grant funds sought as it relates to a Project.
- 1.7.3. Applicants proposing to Facilitate Qualifying Broadband may request a Maximum Funding Request of 75%.
- 1.7.3.1. DOM will not award a grant pursuant to this NOFA that exceeds the limitations set forth in section 1.7.3.
- 1.7.3.2. *Not-to-Exceed Total Payment.* The not-to-exceed total payment is capped at

<sup>13</sup> See Section IV.C.2.b.ii. of BEAD NOFO

the value set forth in the executed grant agreement, however, that value may be reduced if the final Allowable Expenditures upon project completion are lower than those set forth in the Budget Plan.

- 1.7.3.3. Available funding levels may be amended or vary from that listed in this NOFA, or funding may be withdrawn completely, depending on the availability of funding or any other grounds, as determined by DOM in its sole discretion.
- 1.7.4. DOM may, in its sole discretion, provide partial awards in accordance with other elements provided in this section and section 1.7.5. Eligible Service Location(s) present in multiple applications to this NOFA will be awarded to the highest ranking award within the Groups as set forth in Section 3. In the case where an Eligible Service Location(s) is present in multiple proposals, those locations that exceed the Extremely High Cost Per Location Threshold will be subject to negotiation and may be removed from a higher ranking application if the cost cannot be negotiated down. DOM will also remove locations that have already received funding from state or federal broadband programs.
- 1.7.5. DOM may, in its sole discretion, choose to award the entire or a partial amount of the grant funds requested by an Applicant for any of the following non-exclusive list of factors:
  - 1.7.5.1. Where DOM believes a partial Award would maximize the impact of available funds in furtherance of the core objectives of the Program.
  - 1.7.5.2. Where only an amount less than the funds requested by a particular Applicant remains available following the issuance of all other Awards.
  - 1.7.5.3. Where the Applicant has previously advertised Qualifying Broadband to Eligible Service Locations within its proposed Project Area.
- 1.7.6. DOM will not entertain Project substitution proposals that seek to substitute an Award of funds granted under this NOFA for any funds awarded to the same Applicant to build in the same Project Area under any prior grant rounds administered by DOM.

**Note:** This provision is not intended to prohibit Applicants from submitting Project Areas under this NOFA that may have been proposed in whole or in part under prior NOFA rounds, but were not awarded funds under a prior NOFA round.

**1.8. Schedule of Important Dates.** The following dates and times are set forth for informational purposes only. DOM reserves the right to change these timelines and deadlines at any time. All dates and times listed are local Iowa time. In addition, this section describes the process and phases by and during which DOM will review Applications submitted to DOM pursuant to this NOFA and the manner in which Award decisions will be conducted and made.

| EVENT                             | DATE |
|-----------------------------------|------|
| 1.8.1 NOFA Pre-Publication Notice | TBD  |

|  |     |
|--|-----|
| 1.8.2 Written Questions and Responses  |     |
| 1.8.2.1 Pre-Application Conference   | TBD |
| 1.8.2.2 Written Questions Submissions  | TBD |
| 1.8.2.3 Responses Posted By  | TBD |
| 1.8.3 Solicitation of Interest   | TBD |
| 1.8.4 NOFA Issuance; Application Acceptance Window Opens<br><b>(no Applications will be accepted <u>prior</u> to this date and time)</b> | TBD |
| 1.8.5 Application Acceptance Window Closes/Applications Due<br><b>(no Applications will be accepted <u>after</u> this date and time)</b> | TBD |
| 1.8.6 Application Review Ends  | TBD |
| 1.8.7 Preliminary Award Notice and Project Negotiation   | TBD |
| 1.8.8 Supplemental Data Collection Phase   | TBD |
| 1.8.9 Final Agency Decision(s)/Notice of Intent to Award<br>(Anticipated)  | TBD |
| 1.8.10 Risk Assessment   | TBD |
| 1.8.11 Final Proposal Submission to NTIA   | TBD |
| 1.8.12 Remediation Phase   | TBD |
| 1.8.13 Grant Agreement Negotiation and Execution   | TBD |

1.8.1. *NOFA Pre-Publication Notice.* DOM will provide notice of the upcoming funding opportunity by posting this NOFA online at Iowa Grants and <https://dom.iowa.gov/broadband/broadband-grants> on the date specified in the table above.

1.8.2. *Written Questions and Responses.* Questions regarding the scope, interpretation, application, or contents of this NOFA may be addressed during the pre-application conference or as part of the formal Written Question and Response process. While DOM will make available administrative support throughout the process to Applicants as more fully described in section 1.9 (Inquiries), only written communications made in response to questions submitted through this process shall be binding on DOM.

1.8.2.1. A pre-application conference will be held virtually at the date and time listed in the table above. The purpose of the pre-application conference is to discuss with prospective Applicants the requirements prescribed by this NOFA and allow prospective Applicants an opportunity to ask questions.

Oral responses given during the pre-application conference shall not be considered binding on DOM. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. Participation in the pre-application conference is optional. To join the pre-application conference, please register at the following link: TBD.

- 1.8.2.2. Written questions related to this NOFA must be submitted to DOM via a Google Form found at <https://dom.iowa.gov/broadband/broadband-grants>. The link will be live following the pre-application conference. Written questions must be submitted no later than the date and time specified in the table above.
- 1.8.2.3. DOM will prepare written responses to all pertinent, timely, and properly submitted questions and post such responses as an addendum to the NOFA online at <https://dom.iowa.gov/broadband/broadband-grants>. DOM's written responses will be considered part of the NOFA. Verbal responses to any questions will not be binding on DOM. It is the responsibility of the Applicant to check <https://dom.iowa.gov/broadband/broadband-grants> for written questions and responses to this NOFA.
- 1.8.2.4. Failure to raise a question or issue regarding the scope, interpretation, application, or contents of this NOFA as part of the question and response process shall be deemed a waiver or failure to exhaust administrative remedies for purposes of an appeal of an Award. Such waiver is intended to ensure DOM is able to correct any material issues or errors in an efficient fashion and in a manner that is fair to all prospective Applicants.
- 1.8.3. *Solicitation of Interest.* Following the publication of the Written Answers in Section 1.8.2, DOM will open a window for interested parties who are currently or may wish to become Communication Service Providers to submit a non-binding letter indicating interest in participating in the program ("Letter of Intent to Propose"). The Letter of Intent to Propose is a prerequisite to submission of a Proposal.

A Letter of Intent to Propose must be e-mailed to the Issuing Officer and received by the time and date listed in the NOFA. The Letter of Intent to Propose must be completed on the form provided by DOM (see TBD) which requires the submission of such information as the Respondent's name, mailing address, electronic mail address, fax number, telephone number, a statement of Respondent's intent to submit a proposal in response to this NOFA, the local exchange boundary within which the Respondent is interested in providing future Qualifying Broadband with BEAD funding, and an authorized signature.

Letters of Intent to Propose will be examined by DOM at the closing of the Solicitation of Interest phase to determine whether sufficient interest exists to meet the BEAD Program goals, including providing service to all Unserved Locations of the State of Iowa. DOM may delay the start of the Application Acceptance Window and solicit additional Letters of Intent to Propose in circumstances where no interest was expressed to construct Qualifying Broadband in one or more counties in Iowa as a part

of this NOFA.

1.8.4. *NOFA Issuance and Application Acceptance Window Opens.* DOM will provide notice to Communications Service Providers of this funding opportunity by posting the final version of this NOFA online at Iowa Grants and <https://dom.iowa.gov/broadband/broadband-grants> on the date specified in the table above. Applicants must submit Applications through Iowa Grants per the date and time specified in the table above.

1.8.5. *Application Acceptance Window Closes/Applications Due.* Applications must be submitted through Iowa Grants no later than the date and time specified in the table above. Applications submitted after the deadline will not be considered by DOM.

**Note:** Applicants are solely responsible for ensuring Applications are timely submitted. Failure to timely submit an Application within the Application Acceptance Window will result in rejection of the Application. The date and time as recorded by Iowa Grants shall serve as the official regulator for the submission date and time of Applications. Applications submitted to DOM in any manner other than that through Iowa Grants will not be considered by DOM. Applications must be fully and properly filled out and include all required forms or attachments, including those identified herein or otherwise required by Iowa Grants. An incomplete Application may result in rejection of the entire Application. “**Iowa Grants Registration Instructions**,” labeled “**Exhibit J**,” gives detailed instructions on how to create, access, and submit Applications in Iowa Grants.

1.8.6. *Application Review.* Following the expiration of the Application Acceptance Window, DOM will review Applications received and conduct the Application Review as more fully described below and in section 3.1 (Scoring Factors), and as follows:

1.8.6.1. Technical Review. The purpose of the “**Technical Review**” is to review applications for completeness in accordance with Applicable Law and this NOFA. Applications that are timely submitted will be reviewed for completeness and accuracy.

1.8.6.2. Scoring Factors. Scoring takes place in conjunction with the Technical Review. Scores will be calculated utilizing the formulas in section 3.1 (Scoring Factors). A Project’s score is the outcome of predetermined formulas that require little-to-no exercise of discretion by DOM as part of the evaluation process. Applications will then be rank ordered consistent with the Rank Ordering Procedure established in section 3.

1.8.6.3. Request for Waiver. Applicants may propose a waiver to the monthly price of the Low-Cost Broadband Service Option of up to \$70 per month by submitting a request for waiver at the time of Application submission. Requests for waiver shall include a justification explaining the need to set a low-cost broadband service option price above \$40 specifically addressing how that price furthers the BEAD program objectives of ensuring 100% coverage of unserved locations in Iowa by including the most hard to reach locations in their proposal. All requests for waiver will be evaluated and either approved or denied as part of the application process.

1.8.6.4. Disqualification and/or Ineligibility Review. Applications that do not

comply with the terms, conditions, and requirements of Applicable Law and section 1.10 of this NOFA may be disqualified or ruled ineligible for an Award.

- 1.8.7. *Preliminary Award Notice and Project Negotiation.* Following the Application Review, DOM will contact potential Awardees, identifying that they have passed all preliminary requirements to receive an Award of funds under this NOFA. The Preliminary Award Notice will identify an initial Project Area and Award amount associated with the Applicant's proposal and, if applicable, schedule a time during which the potential Awardee and DOM can enter into negotiations regarding Application adjustments to satisfy the requirements of the BEAD program. These adjustments may include changes to the Budget Plan, Project Area, and any other factors relevant to the objectives of the BEAD program. The Project Negotiation will culminate in either (1) a final offer from DOM, or (2) a withdrawal of DOM's Preliminary Award Notice to an Applicant and a release of that Applicant's further obligations under this NOFA. DOM and the Applicant may withdraw from negotiations and terminate the Preliminary Award Notice at any time during this process, at which point DOM may identify additional Applicants who have passed all preliminary requirements to receive an Award of funds under the NOFA to participate in this phase as potential Awardees.
- 1.8.8. *Supplemental Data Collection Phase.* As part of the application process, DOM will host a Supplemental Data Collection Phase. Following the Application Review, but prior to Final Agency Decision, the Applicant is required to submit any additional environmental and historical preservation documentation, the Project's climate resilience plan, cybersecurity and supply chain risk management plans, and qualifying financial documents which may include a letter of commitment or other document required as a condition of BEAD Fund Requirements in accordance with the BEAD NOFO. Specific guidelines regarding these documents will be published on the website at the time of NOFA issuance.
- 1.8.9. *Final Agency Decision(s)/Notice of Intent to Award.* DOM will review all Applications received in accordance with the terms, conditions, and requirements of Applicable Law and this NOFA, and make a final agency decision regarding whether, to which Applications, and in what amount(s) to award grant funds. In making final Award decision(s), DOM may consider a variety of information or materials. In formulating its final recommendation(s), DOM is not bound by the results of the scoring process set forth in this NOFA. DOM will notify each Applicant of award decisions by issuing a **Notice of Intent to Award ("NOIA")**. Such NOIA shall be distributed by email to the Applicant's Authorized Official. DOM will also post the NOIA online at <https://dom.iowa.gov/broadband/broadband-grants>. Unsuccessful Applicants are solely responsible for reviewing this website to determine their Award status.
- 1.8.10. *Risk Assessment.* Following the issuance of the NOIA, but prior to negotiating a grant agreement, the successful Applicant will complete a risk assessment. DOM will provide a link to the successful Applicant to access the risk assessment after the NOIA is posted. The successful Applicant must complete the risk assessment within 10 business days of DOM sending the link. If a risk assessment has not been executed within this timeframe, DOM may, in its sole discretion, cancel the Award with respect



to that Applicant and begin negotiations with another Applicant, as deemed appropriate by DOM. DOM may, in its sole discretion, extend the time period for negotiations of the risk assessment.

- 1.8.11. *Final Proposal Submission to NTIA.* Following the Risk Assessment, DOM will submit the Notice of Intent to Award to NTIA for approval as part of the State of Iowa's Final Proposal required as a part of the BEAD program. Any changes to grantees or grant award amounts required by NTIA will be reflected in an amended NOIA that will be published online at <https://dom.iowa.gov/broadband/broadband-grants>.
- 1.8.12. *Remediation Phase.* If at any phase described in the foregoing NOFA scheduled events, either DOM or NTIA identifies a deficiency in achieving the BEAD Program objectives, a remediation phase may be initiated by DOM. During the remediation phase, DOM may reopen one or more foregoing NOFA scheduled events, and ultimately rescind, reissue, or amend the NOIA. Remediation activities may include, but not be limited to: (1) DOM may reopen the Application Acceptance Window to solicit additional proposals to the NOFA, rescore all Applications, and reissue the NOIA; (2) DOM may choose to reopen the Preliminary Award and Project Negotiation Phase to allow for changes to Applications previously submitted; or (3) conduct other activities deemed necessary to remediate the Final Proposal in response to concerns raised by NTIA. DOM will post all activities in connection with the Final Proposal Remediation Phase at <https://dom.iowa.gov/broadband/broadband-grants> and notice Applicants and prospective Applicants consistent with the procedures outlined in this NOFA. The Final Proposal Remediation Phase may be repeated indefinitely until a revised Final Proposal is approved by NTIA.

In the event that there are remaining unserved or underserved locations that are not included in a proposed project following the Preliminary Award Notice and Project Negotiation Phase, DOM may issue up to two additional Application Acceptance Windows for those exchanges within which unserved and underserved locations were not present in any proposed project. These subsequent rounds will follow the same process and have the same requirements as the first round except that DOM will predetermine project areas based on exchange boundaries. The applications submitted for the additional rounds will be scored in the same manner and with the same scoring criteria as the first round. These scores will be merged with the scores from the first round. All proposals will then be ranked and DOM will follow the steps outlined in the process through submission of the Final Proposal to NTIA and ultimately execution of grant agreements.

- 1.8.13. *Grant Agreement Negotiation and Execution.*
- 1.8.13.1. After DOM receives approval of its Final Proposal from NTIA, DOM will issue a formal letter to each successful Applicant indicating the final award amount and project area to be used to acquire a Letter of Credit or Performance Bond.
- 1.8.13.2. Once the successful Applicant has provided DOM a sufficient Letter of Credit or Bond, DOM will distribute final Grant Agreements for the

successful Applicants' review and signature. Successful Applicants will be given 10 business days from the date of transmission of the final Grant Agreement to return the executed agreement to DOM. If a Grant Agreement has not been executed within this timeframe, DOM may, in its sole discretion, cancel the Award with respect to that Application and begin negotiations regarding another Application, as deemed appropriate by DOM. DOM may, in its sole discretion, extend the time period for negotiations of the Grant Agreement.

1.8.13.3. By submitting an Application, Applicant acknowledges its acceptance of the terms and conditions of the NOFA and the Grant Agreement without change, except as otherwise expressly stated in its Application and otherwise permitted herein. If Applicant takes exception to a provision in the Grant Agreement, it must state the reason for the exception, and set forth the specific language it proposes to include in place of that section or provision through a redline with comments in the margins. If Applicant's exceptions or proposed responses materially alter the NOFA or the requirements of Applicable Law, or if Applicant submits its own terms and conditions or otherwise fails to follow the process described herein, DOM may reject the Application, in its sole discretion, without further negotiation.

1.8.13.4. As part of the Grant Agreement process, DOM may evaluate and consider in conjunction with the Grantee any information about broadband buildout received by DOM after the As of Date. Consideration of such after-acquired information may result in a change of Grantee buildout obligations as compared to the buildout proposed in Grantee's Application.

**1.9. Inquiries.** Inquiries related to this NOFA may be made in the following ways:

1.9.1. Formal inquiries for which Applicants seek binding responses from DOM related to this NOFA must be submitted in accordance with section 1.8.2 (Written Questions and Responses). Only written communications made in response to questions submitted through this process shall be binding on DOM.

1.9.2. DOM will make available administrative support throughout the application process to Applicants. Such support includes assisting Applicants in navigating and completing required forms or attachments associated with the application process, including but not limited to transposing information from the Broadband Availability Map to Applications or corresponding forms and attachments. This is a service made available to Applicants to assist in navigating the more complex aspects of the Application process. Contact [ociogrants@iowa.gov](mailto:ociogrants@iowa.gov) for further information. Communications made in response to questions submitted through this process shall not be binding on DOM.

1.9.3. *Unauthorized Contact.* With the exception of the available support described above, unauthorized contact with employees of DOM or independent contractors utilized by DOM regarding this NOFA or any Application submitted in connection herewith may result in disqualification. Including as it relates to the administrative support services described above, representations made by the DOM's officers, employees, or independent contractors, whether made verbally, in writing, or otherwise, are not

binding on DOM or otherwise incorporated into or made part of this NOFA, unless made in response to questions submitted through the process set forth in section 1.8.2 (Written Questions and Responses).

**1.10. Rejection/Disqualification or Cancellation of NOFA.** DOM reserves the right to reject, in whole or in part, any or all Applications, disqualify an Applicant, to advertise for new Applications, to arrange to receive or itself perform the services described herein, to abandon the need for such services, or to cancel this NOFA at any time for any reason, including when in the best interests of DOM, the Program, or the State of Iowa to do so. Any Application may be rejected outright and not evaluated, or an Applicant disqualified, for any of the following reasons:

- 1.10.1. The Applicant is not an eligible Applicant in accordance with section 1.5 (Eligibility/Ownership Requirements).
- 1.10.2. The Project is not an eligible Project in accordance with section 1.5 (Eligibility/Ownership Requirements).
- 1.10.3. The Applicant is not a Responsible Applicant.
- 1.10.4. The Applicant indicates that the Project will proceed regardless of whether funds are awarded to the Applicant under this NOFA.
- 1.10.5. Reserved.
- 1.10.6. Where the Applicant indicates the Project Area overlaps with an Eligible Service Location in which any Communications Service Provider has already commenced construction or build out.
- 1.10.7. Where the Applicant indicates the Project Area overlaps with an Eligible Service Location in which any Communications Service Provider has preexisting Broadband expansion commitments.
- 1.10.8. Where an Eligible Service Location within the Project Area has already been awarded, by any state or federal program provided that such grant was awarded to Facilitate Qualifying Broadband or faster.
- 1.10.9. Reserved.
- 1.10.10. Where Eligible Service Locations within a lower ranking Project overlap with Eligible Service Locations of any other higher ranking Project concurrently seeking funds pursuant to this NOFA.
- 1.10.11. An Application is submitted in a manner other than through Iowa Grants.
- 1.10.12. An Applicant fails to include required or sufficient information to determine whether a requirement of the NOFA has been satisfied.
- 1.10.13. An Applicant fails to follow the Application instructions or presents information requested by this NOFA in a manner inconsistent with the instructions of the NOFA.
- 1.10.14. An Applicant provides misleading or inaccurate answers.
- 1.10.15. An Applicant states that a requirement of this NOFA cannot be satisfied.
- 1.10.16. An Applicant's response materially changes a requirement of this NOFA.
- 1.10.17. An Applicant's response limits or attempts to limit any right(s) of DOM.

- 1.10.18. An Applicant fails to respond to DOM’s request for information, documents, or references.
- 1.10.19. An Applicant fails to include any signature, certification, authorization, or stipulation required by this NOFA.
- 1.10.20. An Applicant alters the language in any exhibit, certification, authorization, or other form required to be submitted in connection with this NOFA.
- 1.10.21. An Applicant initiates unauthorized contact concerning or related to this NOFA with an officer, employee, or independent contractor of DOM.
- 1.10.22. An Applicant proposes to only build out middle-mile service with no last-mile service to be provided to an Eligible Service Location.
- 1.10.23. An Applicant proposes to build out a wireless network, but does not demonstrate within Exhibit I Wireless Project Design Worksheet that:
  - 1.10.23.1. The design of the proposed wireless network backhaul is “future proof,” meaning that the network backhaul is capable of Facilitating Qualifying Broadband to every Eligible Service Location within the Project Area upon Project Completion; and
  - 1.10.23.2. All Eligible Service Locations in the Applicant’s propagation study are included in the Application.
- 1.10.24. An Applicant offers less than 25% matching funds for an Application.<sup>14</sup>
- 1.10.25. The Applicants fails to supply a network design, diagram, project costs, build-out timeline and milestones for project implementation, and a capital investment schedule evidencing complete build-out and the initiation of service within four years of the date on which the entity receives the subgrant, all certified by a professional engineer.<sup>15</sup>
- 1.10.26. An Applicant fails to supply supplemental information requested by DOM during the Supplemental Data Collection Phase described in Section 1.8.6.
- 1.10.27. An Applicant fails to supply a Letter of Intent to Propose as described in Section 1.8.3.

**1.11. Grants Management Policies and Procedures Guide.** DOM will issue a Grants Management Policies and Procedures Guide in conjunction with the Grant Agreement negotiation and execution process. This Guide will describe the financial, oversight, and administrative requirements, policies and procedures DOM requires Grantees to follow in DOM’s administration of Awards. Grantees must adhere to the Grants Management Policies and Procedures Guide, which shall be considered a contractual obligation of a successful Grantee.

**1.12. Additional Terms and Conditions.** Section 7 (NOFA Administration/Terms and Conditions Governing Application Process) sets forth standard terms and conditions that govern the administration of the NOFA, as opposed to terms and conditions in this Section 1 (Program Overview/Administrative Issues) that are designed to assist Applicants in preparing their Application. Applicants and Applications must comply with all terms and conditions set forth in this NOFA.

<sup>14</sup> See Section Executive Summary (L.) of the BEAD NOFO

<sup>15</sup> See Section IV.C.2.b.i. of BEAD NOFO

## SECTION 2—Form and Content of Applications

These instructions prescribe the submission, format, and content requirements of the Application. They are designed to facilitate a uniform review process. Failure to adhere to these instructions may result in rejection of an Application. Applicants must complete each Application form required by this NOFA following the instructions herein and within Iowa Grants. Some forms may be in the format of web forms, otherwise uploaded forms must be in a .PDF, or in the case of the Core Application, .XLSM, as part of this application process. Redacted or “public” versions of electronic documents must also be uploaded as part of the application process to the extent an Applicant seeks confidential treatment of any information supplied to DOM in accordance with section 7.19 (Disposition of Applications/Public Records).

**2.1. Iowa Grants Instructions.** All Applications and corresponding forms and attachments must be submitted through Iowa Grants. Registration and Application Instructions are outlined in the “Iowa Grants Registration and Application Instructions,” labeled as “Exhibit J.”

### 2.2. Required Forms/Submissions

2.2.1. *General Information.* This form requires an Applicant to identify the name, address, telephone number, email address, and other general information of the Authorized Official to respond to inquiries regarding the Application and other required information.

2.2.2. *Applicant/Owner Organization.*

2.2.2.1. Applicant must provide organization name, including legal name, address, and alternate mailing address for warrants/payments. Applicants must identify the official legal name under which they are registered with applicable authorities, including, as applicable, the Iowa Secretary of State. Applicants should not simply identify the organization's “doing business as” name.

2.2.2.1.1. Regarding ownership, Applicants must also disclose the following<sup>16</sup>:

2.2.2.1.1.1. List the real party or parties in interest in the applicant or application, including a complete disclosure of the identity and relationship of those persons or entities directly or indirectly owning or controlling (or both) the applicant;

2.2.2.1.1.2. List the name, address, and citizenship of any party holding 10 percent or more of stock in the applicant, whether voting or nonvoting, common or preferred, including the specific amount of the interest or percentage held;

2.2.2.1.1.3. List, in the case of a limited partnership, the name,

<sup>16</sup> Pursuant to Section III.D.2.f. of BEAD NOFO, Applicants must comply with 47 CFR 1.2112(a)(1)-(7).

address and citizenship of each limited partner whose interest in the applicant is 10 percent or greater (as calculated according to the percentage of equity paid in or the percentage of distribution of profits and losses);

- 2.2.2.1.1.4. List, in the case of a general partnership, the name, address and citizenship of each partner, and the share or interest participation in the partnership;
- 2.2.2.1.1.5. List, in the case of a limited liability company, the name, address, and citizenship of each of its members whose interest in the applicant is 10 percent or greater;
- 2.2.2.1.1.6. List all parties holding indirect ownership interests in the applicant as determined by successive multiplication of the ownership percentages for each link in the vertical ownership chain, that equals 10 percent or more of the applicant, except that if the ownership percentage for an interest in any link in the chain exceeds 50 percent or represents actual control, it shall be treated and reported as if it were a 100 percent interest; and
- 2.2.2.1.1.7. List any FCC-regulated entity or applicant for an FCC license, in which the applicant or any of the parties identified in [paragraphs \(a\)\(1\) through \(a\)\(5\)](#) of this section, owns 10 percent or more of stock, whether voting or nonvoting, common or preferred. This list must include a description of each such entity's principal business and a description of each such entity's relationship to the applicant (e.g., Company A owns 10 percent of Company B (the applicant) and 10 percent of Company C, then Companies A and C must be listed on Company B's application, where C is an FCC licensee and/or license applicant).
- 2.2.2.1.1.8. Applicant must submit resumes for all key management personnel and any necessary organizational charts detailing all parent, subsidiaries, and affiliates.

2.2.3. *Executive Project Summary.* This form asks Applicants to provide:

- 2.2.3.1. A brief description of the Project;
- 2.2.3.2. The projected engineering/design phase completion date;

- 2.2.3.3. The projected construction start date of the Project;
- 2.2.3.4. The projected date of Project Completion; and
- 2.2.4. *Demonstrated Experience.* This section requires the Applicant to address its experience in the industry.
  - 2.2.4.1. Applicant must provide information/certification regarding its operational capabilities:<sup>17</sup>
    - 2.2.4.1.1. Certification that Applicant possesses the operational capability to qualify to complete and operate the Project. An Applicant that has provided a voice, broadband, and/or electric transmission or distribution service for at least the two (2) consecutive years prior to the date of its application submission or that it is a wholly owned subsidiary of such an entity, must submit a certification that attests to these facts and specifies the number of years the prospective subgrantee or its parent company has been operating.
    - 2.2.4.1.2. If the Applicant has provided a voice and/or broadband service, it must certify that it has timely filed Commission Form 477s and the Broadband DATA Act submission, if applicable, as required during this time period, and otherwise has complied with the Commission's rules and regulations. Alternatively, an Applicant should explain any pending or completed enforcement action, civil litigation, or other matter in which it failed to comply or was alleged to have failed to comply with Commission rules or regulations.
    - 2.2.4.1.3. If Applicant has operated only an electric transmission or distribution service, it must submit qualified operating or financial reports that it has filed with the relevant financial institution for the relevant time period along with a certification that the submission is a true and accurate copy of the reports that were provided to the relevant financial institution.
    - 2.2.4.1.4. For a new entrant to the broadband market, an Applicant must provide evidence sufficient to demonstrate that the newly formed entity has obtained, through internal or external resources, sufficient operational capabilities. Such evidence may include resumes from key personnel, project descriptions and narratives from contractors, subcontractors, or other partners with relevant operational experience, or other comparable evidence.
    - 2.2.4.1.5. Applicant must provide a narrative describing its readiness to manage a broadband services network. This narrative should

<sup>17</sup> See Section IV.D.2.e. of BEAD NOFO

describe the experience and qualifications of key management for undertaking this project, its experience undertaking projects of similar size and scope, recent and upcoming organizational changes including mergers and acquisitions, and relevant organizational policies.

2.2.4.2. Applicant must provide information/certification regarding its financial capabilities:<sup>18</sup>

2.2.4.2.1. Applicant must submit financial statements that are audited by an independent certified public accountant from the prior fiscal year. If the applicant has not been audited during the ordinary course of business, in lieu of submitting audited financial statements, applicants may submit unaudited financial statements from the prior fiscal year and then certify that they will provide financial statements from the prior fiscal year that are audited by an independent certified public accountant within a prescribed period.

2.2.4.2.2. Applicant must submit business plans and related analyses that substantiate the sustainability of the proposed project. This can be provided in the form of pro forma statements or analyses, inclusive of cash flow and balance sheet projections and should include at least three years of operating cost and cash flow projections post targeted completion of project.

2.2.4.3. Applicant must provide information regarding applications that include the use of public funds:

2.2.4.3.1. Applicant must disclose for itself and for its affiliates, any application the Applicant or its affiliates have submitted or plan to submit, and every broadband deployment project that the subgrantee or its affiliates are undertaking or have committed to undertake at the time of the application using public funds.

2.2.4.3.2. Applicant must disclose, for each application or future application for a broadband deployment project using public funds:

2.2.4.3.2.1. the speed and latency of the broadband service to be provided (as measured and/or reported under the applicable rules),

2.2.4.3.2.2. the geographic area to be covered,

2.2.4.3.2.3. the number of unserved and underserved locations committed to serve (or, if the commitment is to serve a percentage of locations within the specified

<sup>18</sup> See Section IV.D.2. of BEAD NOFO



- geographic area, the relevant percentage),
  - 2.2.4.3.2.4. the amount of public funding to be used,
  - 2.2.4.3.2.5. the cost of service to the consumer, and
  - 2.2.4.3.2.6. the matching commitment, if any, provided by the subgrantee or its affiliates.
- 2.2.5. *Minority Impact Statement.* This form collects information about the potential impact of the Project on minority groups.
- 2.2.6. *Central Forms.* Applicant shall complete and upload the following central forms related to this NOFA.

**Note:** Exhibits B through D are located in separate Worksheets within the Broadband Grants Core Application Excel Workbook.

- 2.2.6.1. Project Worksheet. This form, labeled “**Exhibit B,**” requires Applicant to define its Project by identifying key inputs from the Broadband Availability Map. These key inputs include, but are not limited to:
  - 2.2.6.1.1. The total number of Eligible Service Locations forming the basis of the Project to which Applicant will Facilitate 100/20 Broadband including whether the Eligible Service Location is Unserved or Underserved;
  - 2.2.6.1.2. The maximum upload and download speeds, stated in megabits per second, to be Facilitated to the Project Area upon Project Completion;
  - 2.2.6.1.3. The type of delivery platform of the Broadband Infrastructure underlying the Project;
  - 2.2.6.1.4. Prospective Product Attributes of the Broadband services to be Facilitated in the Project Area as described in section 3.1.2.2.

**Note:** Reference the “**Project Selection and Data Export/Import Instructions,**” labeled “**Exhibit K,**” for instructions on how to properly complete this aspect of the Application, which is largely auto-populated from data to be input by Applicants into the “**ESL Input**” tab in the Core Application.

- 2.2.6.2. BEAD Form. This form, labeled “**Exhibit C,**” requires the Applicant to describe the percentage of federal funding requested, line miles of fiber, and related information required by NTIA in connection with BEAD funding. For example, Applicants may optionally submit a lower Maximum Funding Request percentage in Exhibit C.
- 2.2.6.3. Budget Plan. This form, labeled “**Exhibit D,**” requires the Applicant to state its estimated Total Project Costs and corresponding Allowable

Expenditures in the categories provided on the form.

- 2.2.6.4. Grant Agreement. Successful applicants will be required to execute a Grant Agreement, labeled “**Exhibit E.**” Applicants that accept the terms and conditions of the Grant Agreement as proposed will be asked to certify their acceptance. Applicants proposing changes to the Grant Agreement must abide by section 1.8.8 (Grant Agreement Negotiation and Execution).
- 2.2.6.5. Certification, Authorization, and Release of Information Form. This form, labeled “**Exhibit F,**” requires the Applicant, or a representative of Applicant’s with legal authority to bind Applicant to:
  - 2.2.6.5.1. Certify to DOM the completeness, accuracy, truthfulness, performance capabilities, and satisfaction of key legal requirements of or related to the Application;
  - 2.2.6.5.2. Certify to DOM that for completed service offerings funded by this NOFA, Applicant will allow subscribers in the service area to utilize the Federal Communications Commission’s (FCC) Affordable Connectivity Program (ACP) program;
  - 2.2.6.5.3. Authorize DOM, independent contractors, or other third parties acting on behalf of or directed by DOM to obtain information about Applicant from third parties, and additionally authorizes such third parties to supply such requested information to DOM.
- 2.2.6.6. Form 22. This form, labeled “**Exhibit G,**” requires the Applicant to indicate whether or not it intends to request confidential treatment of cost information in Exhibit D of the Core cost information in Exhibit D of the Core Application.
- 2.2.6.7. Application Checklist. This form, labeled “**Exhibit H,**” is designed to assist Applicant in ensuring Applicant has completed and submitted all forms and materials required by this NOFA. Applicant is not expected to return this form to DOM with its Application.
- 2.2.6.8. Wireless Project Design Worksheet. This form, labeled “**Exhibit I,**” requires Applicants that propose wireless Projects to provide additional information concerning project design with a special emphasis on backhaul design. Such information will be used by DOM to assess whether Applications proposing wireless Projects are capable of providing reliable Qualifying Broadband to the Project Area at the time of Project Completion. **Applicant is not expected to return this form to DOM unless a wireless Project is proposed.**
- 2.2.6.9. Professional Engineer Certification. Applicant must upload the following documents, stamped by a Professional Engineer, and a letter from a Professional Engineer certifying the veracity of the following:

- 2.2.6.9.1. Network Design;
- 2.2.6.9.2. Diagram;
- 2.2.6.9.3. Project costs;
- 2.2.6.9.4. Build-out timeline and milestones for project implementation; and
- 2.2.6.9.5. Capital investment schedule evidencing complete build-out and initiation of service within four years.
- 2.2.6.10. Fair Labor Practices Form. This form requires Applicants to provide detailed information concerning the Applicant's and prospective subcontractor's record of compliance with federal labor and employment laws in the last three years certified by an Officer/Director. This form also requires Applicants to provide a plan for ensuring that the project workforce will be an appropriately skilled and credentialed workforce<sup>19</sup>.
- 2.2.6.11. Environmental and Historic Preservation Pre-Screening Form. This form requires Applicants to upload pre-screening information concerning the Applicant's Project for the following:
  - 2.2.6.11.1. Historic Structures and Archaeological Sites Review using screening tools available from the Office of State Archaeologist;
  - 2.2.6.11.2. Iowa DNR Flood Plain Management, Sovereign Lands/ Environmental Review, and US Army Corps of Engineers 404 Water Quality Permits using screening tools from the Iowa Department of Natural Resources; and
  - 2.2.6.11.3. Narrative plans for compliance with National Environmental Policy Act and National Historic Preservation Act.
- 2.2.6.12. Proof of Consent. Applicants that propose projects that include any locations on the Meskwaki Nation's Tribal Lands must provide proof of consent from the Meskwaki Nation. Proof of consent must include an official letter from the applicant to the Meskwaki Nation and an official letter from the Tribal Chairman of the Meskwaki Nation signing off on the proposed project. The applicant letter should include the following:
  - 2.2.6.12.1. A concise description of the project;
  - 2.2.6.12.2. Explanation of the benefit the project brings to the Meskwaki Nation;
  - 2.2.6.12.3. Description of the applicant's expected participation from the Meskwaki Nation;

<sup>19</sup> See Section IV.C.1.f. of BEAD NOFO

2.2.6.12.4. Any other pertinent information.

2.2.7. *Product Pricing Form.* This form requires Applicants to provide speeds and pricing tiers to be offered, including the following:

2.2.7.1. Pricing for:

2.2.7.1.1. the Low-Cost Broadband Service Option;

2.2.7.1.1.1. If applicable, a Low-Cost Broadband Service Option justification as further described in Section 1.8.6.3.

2.2.7.1.2. the symmetrical one gigabit service (to be submitted by Applicants proposing Priority Broadband Projects only);

2.2.7.1.3. the Qualifying Broadband service (i.e., 100 megabits per second download and 20 megabits per second upload) (to be submitted by Applicants proposing Alternative Reliable or Non-Reliable Broadband Projects only).

2.2.7.2. If Applicable, a Request for Waiver as further described in Section 1.8.6.3.

## SECTION 3—Scoring Methodology

Scoring and ranking Applications submitted in response to this NOFA will occur through scoring factors, more fully outlined below. A maximum of 100 points is available. Specific point values assigned to each evaluation factor set forth in section 3.1 (Scoring Factors), are posted in section 3.2 (Scoring Rubric).

DOM recognizes that some of the factors identified below compete with each other. This is by design. Completed Projects will be expected to meet or exceed any statements or representations made in connection with questions or inputs associated with scored factors outlined below, and any related answers or inputs shall be deemed contractual obligations of Applicant and incorporated by reference into a resulting Grant Agreement as if fully set forth therein.

*Rank Ordering Procedure.*<sup>20</sup> Following the scoring process using the factors set forth in section 3.1, all Applicants will be subject to the Rank Ordering Procedure:

- First, as part of the Technical Review described in section 1.8.5.1 DOM will group Applications accordingly: **Group A** will include Priority Broadband Projects (“**Group A**”), **Group B** will consist of Alternative Broadband Projects (“**Group B**”), **Group C** will consist of Non-Reliable Broadband Projects (“**Group C**”), and **Group D** will consist of Community Anchor Institution Projects (“**Group D**”);
- Second, Applications within Group A, Group B, and Group C will be subgrouped by Unserved Service Projects (Group A1, Group B1, and Group C1) and Underserved Service Projects (Group A2, Group B2, and Group C2). *See Project Grouping Table.*
- Third, Applications will be ranked within each subgroup of Group A, Group B, Group C, and Group D by cumulative points. The highest scoring Application within each subgroup of Group A, Group B, and Group C will be assigned a rank that immediately follows the lowest ranked Application in the preceding subgroup by Award Order. All Applications in Group D will be assigned a rank that immediately follows the lowest ranked Application from the preceding groups. This will result in a cumulative rank assigned to each Application submitted to this NOFA.
- Fourth, overlapping ESLs will be evaluated as set forth in Section 1.7.4.
- Fifth, Projects with ESLs exceeding the Extremely High Cost Per Location Threshold will be subject to negotiation and/or disqualification.
- Sixth, awards will be made to successful Group A Applications, then Group B Applications, then Group C Applications, and finally to Group D Applications. Awards will be made to Applications following their cumulative rank until funds are exhausted.

<sup>20</sup> See Section IV.B.7. of BEAD NOFO

| Project Grouping Table                                 |  |
|--|--|
| <b>Group A - Priority Broadband Projects Group</b>     |  |
| <i>Application Ranking</i>                             |  |
| 1  | A1 - Priority Unserved Service Projects Subgroup       |
| 2  | A2 - Priority Underserved Service Projects Subgroup    |
| <b>Group B - Alternative Broadband Projects Group</b>  |  |
| <i>Application Ranking</i>                             |  |
| 3  | B1 - Alternative Unserved Service Projects Subgroup    |
| 4  | B2 - Alternative Underserved Service Projects Subgroup |
| <b>Group C - Non-Reliable Broadband Projects Group</b> |  |
| <i>Application Ranking</i>                             |  |
| 5  | C1 - Non-Reliable Unserved Service Project Subgroup    |
| 6  | C2 - Non-Reliable Underserved Service Project Subgroup |
| <b>Group D - Community Anchor Institutions</b>         |  |
| <i>Application Ranking</i>                             |  |
| 7  | D1 - Community Anchor Institution Project Subgroup     |

All Applications in Group A will be awarded until funding is exhausted. If funding remains after awards are made to Applications in Group A, Applications in Group B will be awarded funds until funding is exhausted.

**3.1. Scoring Factors.** The inputs for this section 3.1 (Scoring Factors) are supplied by Applicant on the Project Worksheet and the Budget Plan.

3.1.1. Primary Criteria. The following Scoring Factors will be worth 75% of the total points available.

3.1.1.1. *Federal Matching Funds Requested.* This factor considers whether an Applicant requests the Maximum Funding Request available for its Project as calculated under section 1.7.3 or a lesser amount. This factor operates under the premise that Applicants requesting less than the total matching funds available for a Project will permit DOM to more widely disburse

available funds, increasing the overall impact of the program.<sup>2122</sup>

**Formula:**

The total points awarded in this category are subject to the percentage of matching funds requested and then subject to a reduction score for the total projected cost of the project. The percentage of the total matching funds available requested by Applicant will be identified by DOM and applied to the table below to determine the percentage of points awarded for this subcategory. That point total is then subject to a reduction score based on the total projected cost of the project. The reduction score is calculated by taking the total project cost divided by the total number of locations in the proposed project area to determine the average cost per location. That number is then divided by \$6,400 (identified as the average cost per location via the NTIA NBAM toolkit). The reduction is only applicable if the reduction score is higher than 1.00. This number (rounded to the second decimal) is subtracted from the points calculated by the percentage of total matching funds requested to determine the final point total in the category.

| <u>Percentage of total matching funds requested by Applicant (X = % of matching funds requested ÷ Maximum Funding Request %)</u> | <u>Percentage of Points Available for Category</u> |
|--|--|
| 95% < X <= 100%  | 0%   |
| 90% < X <= 95%   | 25%  |
| 85% < X <= 90%   | 50%  |
| 80% < X <= 85%   | 75%  |
| X <= 80%   | 100%   |

- 3.1.1.2. *Affordability.* NTIA requires DOM to consider affordability as a part of the project selection process. In conformance with this guidance, DOM will evaluate the price per megabit of packages conforming to the minimum Qualifying Broadband buildout.

Information concerning speed/pricing tiers to be offered by Applicant,

<sup>21</sup> See Section IV.B.7.b.i. of BEAD NOFO

<sup>22</sup> See Section IV.B.7.b.ii. of BEAD NOFO

including the speed/pricing of Applicant's affordability offerings will be collected in the Product Pricing Form in Iowa Grants. In addition to other products made available to consumers described in the webform, Applicants must provide a price for a product with the applicable Covered Speed proposed in their Project, meaning the Applicant must state a price for a service package offering at least Qualifying Broadband.

**Formula:** The monthly pricing (*i.e.*, monthly recurring cost to consumer) of the applicable speed package offered to each of the Eligible Service Locations Facilitated as a part of the Applicant's Project **divided by** ( $\div$ ) the sum of upload and download megabits offered.

This results in a "cost per megabit to the consumer" measure. The lower the measure, the more affordable the broadband service Facilitated as a result of the proposed Project. The price per megabit for service for all Applicants will be compared against each other to calculate the Affordability score for each individual Applicant.

3.1.1.2.1. For Priority Broadband Projects, the Applicant will provide pricing for 1 Gbps/1 Gbps service in the Project Area. This pricing will be used as an input to the formula set forth above for all Priority Broadband Projects. Note: Applicants proposing Priority Broadband Projects that do not intend to offer 1 Gbps/1 Gbps service in the Project Area will receive zero points for this factor.<sup>23</sup>

3.1.1.2.2. For Alternative Broadband Projects and Non-Reliable Broadband Projects, the Applicant will provide pricing for Qualifying Broadband service in the proposed service area. This pricing will be used as an input to the formula set forth above for all Alternative Broadband Projects and Non-Reliable Broadband Projects.<sup>24</sup>

3.1.1.3. *Fair Labor Practices.* This factor considers the Applicants demonstrated record of, and plans to be in compliance with, Federal labor and employment laws as supplied in the Fair Labor Practices Form.<sup>25,26,27</sup>

**Formula:** Applicants who evidence compliance with all federal labor and employment laws and provide plans for ensuring compliance with Federal labor and employment laws in connection with the proposed Project will receive all of the points available within this category.

Applicants who do not evidence compliance with all federal labor and employment laws and/or do not provide plans for ensuring compliance with

<sup>23</sup> See Section IV.B.7.b.i. of BEAD NOFO

<sup>24</sup> See Section IV.B.7.b.ii. of BEAD NOFO

<sup>25</sup> See Section IV.C.1.e. of BEAD NOFO

<sup>26</sup> See Section IV.B.7.b.i. of BEAD NOFO

<sup>27</sup> See Section IV.B.7.b.ii. of BEAD NOFO



Federal labor and employment laws in connection with the proposed Project will receive none of the points available within this category. New entrants without a record of labor and employment law compliance must mitigate this fact by making specific, forward-looking commitments to strong labor and employment standards and protections with respect to BEAD-funded projects.

**NOTE:** Plans for compliance with Federal labor and employment laws must address, at a minimum, how the Applicant will ensure compliance in its own labor and employment practices, as well as that of its contractors and subcontractors, including (1) information on applicable wage scales and overtime payment practices for each class of employees expected to be involved directly in the physical construction of the broadband network and (2) how the Applicant will ensure the implementation of workplace safety committees that are authorized to raise health and safety concerns in connections with the delivery of deployment projects. Plans that do not include this information will receive no points within this category.<sup>28</sup>

3.1.2. Secondary Criteria. The following Scoring Factors will be worth 25% of the total points available.

3.1.2.1. *Early Completion Date.* This factor takes into consideration the Project delivery schedule/timeline as measured by the date of Project Completion. Applications proposing earlier dates of Project Completion will receive higher scores.<sup>2930</sup>

**Formula:** The cumulative number of calendar days between the date the Application Acceptance Window Opens (see Section 1.8.4) for this NOFA and date of Project Completion proposed in the Application.

This results in a cumulative number of calendar days required by the Applicant to complete the project. The cumulative number of calendar days required for all Applicants will be compared against each other to calculate the Early Completion Date score for each individual Applicant.

3.1.2.2. *Prospective Product Attributes.* This factor operates on the premise that Projects that will deploy more reliable Broadband products further the objectives of the Program. Inputs relevant to this factor include, as defined and described in more detail below, Relative Speed, Latency, Performance Credits, and Data Caps. Applicants may use the most favorable product offering that will be made available within a commercially reasonable time and at a commercially reasonable price within the Project Area upon request by a consumer as a result of the Project. Applicants must use the same product offering to respond to all product attribute questions/inputs. Applicants proposing Priority Broadband Projects will receive 100% of the points available to this category. All other Applicants will be evaluated on

<sup>28</sup> See Section IV.B.7.b of BEAD NOFO

<sup>29</sup> See Section IV.B.7.b.i. of BEAD NOFO

<sup>30</sup> See Section IV.B.7.b.ii. of BEAD NOFO

the following criteria. Each of the four subcategories set forth below will be allocated one fourth of the total points available within this broader Prospective Product Attributes category.

- 3.1.2.2.1. SubCategory 1 - Relative Speed. “**Relative Speed**” operates on the premise that Projects that Facilitate higher upload/download speeds further the objectives of the Program.

**Formula:** The average upload/download speeds in terms of megabits per second that the Applicant represents will be Facilitated to all Targeted Service Areas forming the basis of the Project.

The resulting averages of all Applicants will be compared against each other to calculate the Relative Speed score for each individual Applicant.

- 3.1.2.2.2. SubCategory 2 - Latency. “**Latency**” means the average time it is estimated to take, expressed in milliseconds (ms), for data to travel from the customer edge router ingress/egress point to the “**Internet Speed Test Tool**” published at <https://dom.iowa.gov/broadband>. Applicants must respond to this question by providing the anticipated Latency the customer will experience as measured by the Internet Speed Test Tool upon subscribing to the proposed service upon the date of Project Completion.

**Formula:**

- 3.1.2.2.2.1. Products with a Latency of less than 30 ms will receive all of the points available within this subcategory.
- 3.1.2.2.2.2. Products with a Latency of greater than or equal to 30 ms but less than 60 ms will receive half of the points available within this subcategory.
- 3.1.2.2.2.3. Products with a Latency of greater than or equal to 60 ms will receive none of the points available within this subcategory. Latency may not exceed 100 ms.
- 3.1.2.2.3. SubCategory 3 - Performance Credits. “**Performance Credits**” means a credit or other similar discount or incentive to customers for failing to meet a minimum service level as guaranteed in a contract between the Communications Service Provider and a customer.

**Formula:**

3.1.2.2.3.1. Communications Service Providers that offer a Performance Credit will receive all of the points available within this subcategory.

3.1.2.2.3.2. Communications Service Providers that do not offer a Performance Credit will receive none of the points available within this subcategory.

3.1.2.2.4. SubCategory 4 - Data Cap. **“Data Cap”** means any imposition, in any form, that is imposed by a Communications Service Provider on a customer that either cuts off service, throttles service speeds, or imposes additional charges for amounts of data above the limitation.

**Formula:**

3.1.2.2.4.1. Products with no Data Cap will receive all of the points available within this subcategory.

3.1.2.2.4.2. Products with a Data Cap will receive none of the points available within this subcategory.

**3.2. Scoring Rubric.** The Scoring Rubric identifies the specific point values assigned to each evaluation factor set forth in section 3.1 (Scoring Factors). A total of 100 points is available. While DOM will utilize the points system described herein as a tool to assist in initially determining the relative merits of each Application, such scores are in no way binding on DOM. DOM will ultimately make decisions, in its sole discretion regarding whether, to which Applications, and in what amounts to award grant funds. Such decisions will be based on which Projects are most likely to have the greatest impact in leveraging grant funds to reduce Eligible Service Locations, and taking into consideration the factors outlined in this NOFA.

| 3.2.1 Primary Scoring Categories         | Weight (Percentage (%) of 75 points available) | Points (Total Points Available (75) * Weight) |
|--|--|---|
| 3.2.1.1 Federal Matching Funds Requested | 33.34%   | 25  |
| 3.2.1.2 Affordability                    | 33.33%   | 25  |
| 3.2.1.3 Fair Labor Practices             | 33.33%   | 25  |

| 3.2.2 Secondary Scoring Categories | Weight (Percentage) | Points (Total Points) |
|------------------------------------|---------------------|-----------------------|
|------------------------------------|---------------------|-----------------------|

|   | (%) of 25 points available | Available (25) * Weight |
|---|----------------------------|-------------------------|
| 3.2.2.1 Early Completion Date                 | 50%                        | 12.5                    |
| 3.2.2.2 Prospective Product Attributes        | 50%                        | 12.5                    |
| 3.2.2.2.1 SubCategory 1 - Relative Speed      | 12.5%                      | 3.125                   |
| 3.2.2.2.2 SubCategory 2 - Latency             | 12.5%                      | 3.125                   |
| 3.2.2.2.3 SubCategory 3 - Performance Credits | 12.5%                      | 3.125                   |
| 3.2.2.2.4 SubCategory 4 - Data Cap            | 12.5%                      | 3.125                   |

## SECTION 4—Attachments

The following forms and reference documents can be found on the DOM Broadband Grants website, available at <https://dom.iowa.gov/broadband/broadband-grants>:

- **Exhibit A.** This Notice of Funding Opportunity #009 (“NOFA”).
- **Broadband Grants Core Application or Core Application.** This is an Excel Workbook containing the central forms to be completed and submitted by an Applicant in connection this NOFA, including the following key exhibits:
  - **Exhibit B—Project Worksheet.** This is an Excel Worksheet wherein Applicant defines the Project boundaries and supplies DOM with key data elements to be utilized primarily by DOM in the aspects of reviewing, scoring, and ranking Applications. This worksheet will be used to identify the Project Area and will be incorporated into the grant agreement by reference.
  - **Exhibit C—BEAD Form.** This is an Excel Worksheet wherein Applicant indicates the percentage of federal funding requested and other elements required by the BEAD program that are not collected elsewhere in the Application.
  - **Exhibit D—Budget Plan.** This is an Excel Worksheet wherein Applicant identifies the Allowable Expenditures and Total Project Costs forming the basis of a Project. Reference section 1.6.2 (Total Project Costs), section 2.2.6.3 (Budget Plan) and the Budget Plan in the Core Application Excel Workbook for more detailed information on the budget process.
- **Exhibit E—Grant Agreement.** This is the standard grant agreement to be entered between DOM and an Applicant awarded funds in connection with this NOFA. The Grant Agreement establishes the terms, conditions, and requirements governing the delivery, administration, and oversight of a Project. Reference section 1.8.8 (Grant Agreement Negotiation and Execution) for terms, conditions, and requirements related to the contracting process. Identify any requested changes to the grant agreement by following the directions in the Iowa Grants application forms. This is an attachment to the application only when changes are requested.

- **Exhibit F—Certification, Authorization, and Release of Information.** This is a form by which the Authorized Official certifies the completeness, accuracy, truthfulness, performance capabilities, and satisfaction of key legal requirements of or related to the Application or subsequent performance should Applicant be awarded grant funds and successfully execute a Grant Agreement, and which authorizes DOM, independent contractors, or other third parties acting on behalf of DOM to obtain information about Applicants from third parties, and which authorizes such third parties to supply such requested information to DOM.
- **Exhibit G—Request for Confidentiality or Form 22.** This is a form submitted as part of an Application where Applicant may request the confidential treatment of specifically-identified information or materials submitted as part of an Application. Reference Section 7.19 (Disposition of Applications/Public Records) for information regarding this process and the limitations associated therewith.
- **Exhibit H—Application Checklist.** This is a checklist completed as part of an Application process and is designed to assist Applicants in ensuring they have completed and submitted all forms, materials, and information required by this NOFA. **Applicant is not expected to return this form to DOM with its Application.**
- **Exhibit I—Wireless Project Design Worksheet.** This form is submitted as part of an Application where Applicant proposed buildout of a wireless network. Any Applicant proposing a wireless Project must respond to all the requested information and upload a **single** responsive PDF document to the Iowa Grants system containing the information. **Complete this exhibit ONLY IF you are proposing a wireless Project as part of your Application.**
- **Exhibit J—Iowa Grants Registration and Application Instructions.** These instructions help Applicants register and navigate the Iowa Grants system. These instructions are applicable to this NOFA opportunity and help the Applicant complete and navigate the online application through the Iowa Grants system, including walking Applicant through the process of uploading required forms referenced herein.
- **Exhibit K—Project Selection and Data Export/Import Instructions.** These instructions show the Applicant how to properly define their Project using the Broadband Availability Map and export the Eligible Service Location and/or Broadband Intervention Zone information forming the basis of their Project. This export is used to populate the Eligible Service Location Input Tab “**ESL Input Tab**” located within the Core Application. The ESL Input Tab auto populates other key aspects of the Application in the Core Application, including the Project Worksheet, which is central to the Application process.

## SECTION 5—Reference Materials

The following reference materials are available by clicking on the links identified below:

- The Broadband Availability Map and related information, *available at* TBD.
- Notice of Funding Availability #009 public posting, *available at* TBD.
- BEAD Guidance for States, Territories, and Freely Associated States, *available at* <https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>
- The NTIA Frequently Asked Questions, *available at* <https://broadbandusa.ntia.doc.gov/node/8168>.
- Applicable sections of the 2 CFR, *available at* <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.
- List of all Broadband Intervention Zones established under Invitation to Qualify #001, *available at* <https://dom.iowa.gov/broadband/broadband-grants/invitation-qualify-001-broadband-intervention-zones>

## SECTION 6—Glossary of Additional Terms

In addition to other terms defined elsewhere in the NOFA, this Glossary defines additional terms used throughout the NOFA that primarily relate to the administration of the NOFA, as opposed to key program terms and critical concepts the understanding of which are essential for an Applicant to prepare a thoughtful and responsive Application and which key program terms are defined in section 1.3 (Key Program Definitions). The following terms as used throughout the NOFA shall be ascribed the following meaning:

- 6.1. **“Applicable Law”** means any and all applicable federal, state, foreign, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, and specifically including BEAD Requirements.
- 6.2. **“Applicant(s)”** means a Communications Service Provider submitting an Application in response to this NOFA.
- 6.3. **“Application(s)”** means a Communications Service Provider’s materials and responses to this NOFA, including the Iowa Grants Application, the Project Worksheet, BEAD Form and the Budget Plan, together with any clarifications, attachments, appendices, or amendments to the NOFA requesting grant funds.
- 6.4. **“Authorized Official”** means an individual identified by an Applicant, in writing, who is authorized to respond to inquiries and make binding decisions on behalf of and for an Applicant in connection with an Application or Grant Agreement.
- 6.5. **“Award”** means grant funds made available through this NOFA to an Applicant.
- 6.6. **“Iowa Grants System”** or **“Iowa Grants”** means the State of Iowa’s electronic grants management system through which Applicants may view and explore funding opportunities made available by State of Iowa agencies, and through which Applicants must submit Applications in response to such opportunities, including this NOFA. The Iowa Grants System is available at: <https://www.iowagrants.gov/index.do>.
- 6.7. **“Grantee”** means a NOFA #009 grant recipient.
- 6.8. **“Responsible Applicant”** means an Applicant that has the capability in all material respects to successfully complete and deliver a Project in accordance with the terms, conditions, requirements, and restrictions of Applicable Law, this NOFA, and the resulting Grant Agreement if awarded grant funds. In determining whether an Applicant is a Responsible Applicant, DOM may consider various factors including, but not limited to: the Applicant’s competence and qualifications to successfully complete and deliver a Project; the Applicant’s integrity and reliability; the past performance of the Applicant, including Applicant’s past contract terminations, litigation, debarments, compliance with applicable terms, conditions, or requirements, or timely completion of past projects; Applicant’s criminal history; Applicant’s financial stability; Applicant’s experience in addressing projects of similar size and complexity; and the best interests of DOM, the Program, and the State. An Applicant’s inability to fully certify/attest to all of the items identified in the Certification, Authorization, and Release of Information Form may result in DOM concluding an Applicant is not a Responsible Applicant.

## SECTION 7—NOFA Administration/Terms and Conditions Governing Application Process

This section sets forth standard terms and conditions that primarily relate to the administration of the NOFA.

- 7.1. **Amendments to NOFA.** DOM reserves the right to amend this NOFA at any time. In the event DOM decides to amend this NOFA, a written amendment will be posted at <https://dom.iowa.gov/broadband/broadband-grants>. Applicants are advised to check this website periodically for amendments to this NOFA. In the event an amendment occurs after the submission deadline is closed, DOM will email the written amendment to each Applicant's Authorized Official.
- 7.2. **Open Competition.** Awards will be made through a fair, open, and objective process. Accordingly, no attempt shall be made by any Applicant to induce any other person or firm to submit or not submit an Application for the purpose of restricting competition. Doing so may result in disqualification.
- 7.3. **Withdrawal of Applications.** An Application may be withdrawn by the request of an Applicant at any time prior to the due date and time. An Applicant desiring to withdraw an Application shall submit notification including the Application ID, title of the Application, and the Applicant organization name via email to [ociogrants@iowa.gov](mailto:ociogrants@iowa.gov). After this funding opportunity closes, DOM may reject Applications that have been created in the Iowa Grants System but which have not been finally submitted.
- 7.4. **Resubmission of Withdrawn Applications.** A withdrawn Application may be resubmitted by an Applicant at any time within the Application Acceptance Window in the same manner as permitted by sections 1.8.3 and 1.8.4 of this NOFA.
- 7.5. **Costs of Application Preparation.** All costs of preparing an Application are the Applicant's sole responsibility. DOM is not responsible for any costs incurred by an Applicant related to the preparation or submission of an Application or any other activities undertaken by an Applicant related in any way to this NOFA.
- 7.6. **Multiple Applications.** An Applicant may submit one or more Applications for different Project Areas.
- 7.7. **Construction of NOFA.** This NOFA shall be construed in light of pertinent legal requirements and Applicable Laws. Changes in applicable statutes and rules may affect the award process or the resulting Grant Agreement. Applicants are responsible for ascertaining relevant legal requirements.
- 7.8. **Issuance of NOFA Not Commitment by DOM or the Federal Government.** The issuance of this NOFA in no way constitutes a commitment by DOM to issue any Award or enter into a Grant Agreement with any Applicant or other interested person or party. The NOFA may be canceled at any time. Funding for NOFA is contingent upon the continued availability of appropriations. Publication of this NOFA does not oblige NTIA, the National Institute of Standards and Technology, the Department of Commerce, or DOM to award any specific project or other eligible activity or to obligate any available funds.<sup>31</sup>
- 7.9. **Oral Presentation.** Applicants may be requested to make an oral presentation related to their Application. The determination of any need for presentations and the location, order, and schedule of any such presentations shall be at the sole discretion of DOM. If an oral presentation is required, Applicants may clarify or elaborate on their Application, but may not substantively change, alter, or amend their original Application.
- 7.10. **Restrictions on Gifts and Activities.** Iowa Code Chapter 68B contains laws that restrict gifts which may be given or received by state officers or employees, requires certain individuals to disclose information concerning their activities with state government, and prohibits inappropriate use of influence and conflicts of interest. Applicants are responsible for determining the applicability of that chapter to their activities, for complying with the requirements thereof, and for avoiding other potential or actual conflicts of interest. In addition, Iowa Code Chapter 722 provides that it is a felony offense to bribe a public official.
- 7.11. **Use of Subcontractors.** Applicants are permitted to seek reimbursement for Allowable Expenditures incurred through the use of contractors, subcontractors, and other third parties in the performance of the services contracted for through this NOFA process. Terms, conditions, and restrictions on the use of contractors, subcontractors, and other third parties are as found in Applicable Law, this NOFA, and the Grant Agreement. Current officers or employees of the State of Iowa may not act as contractors, subcontractors, or other third parties in an Applicant's performance of the services contracted for through this NOFA process. Applicants are fully responsible for all work contracted for or agreed to through this NOFA process and any resulting Grant Agreement, including work performed by contractors, subcontractors, and other third parties. No contract or subcontract into which an Applicant enters and which relates to performance of any obligations hereunder and any resulting Grant Agreement will, in any way, relieve an Applicant of any responsibility for performance of its duties or obligations with

<sup>31</sup> See Section IX.C. of BEAD NOFO



respect thereto.

- 7.12. **Criminal Background Checks.** Except as otherwise prohibited by Applicable Law, DOM reserves the right to conduct criminal history and other background investigations into an Applicant, its officers, directors, managerial and supervisory personnel, clerical or support personnel, and other personnel utilized or retained by an Applicant in connection with this application process or any Grant Agreement. Such information may be obtained or used in determining whether to issue a Notice of Intent to Award, including in determining whether an Applicant is a Responsible Applicant, or as a precondition to executing a Grant Agreement with an Applicant who has been awarded grant funds. An Applicant shall cause any/all necessary waivers to be executed by appropriate persons to effectuate such background investigations. Disqualifying offenses may include, but are not limited to, crimes involving an element of dishonesty, fraud, or other crimes of moral turpitude.
- 7.13. **Reference Checks.** Except as otherwise prohibited by Applicable Law, DOM reserves the right to contact any reference(s) to verify any information contained in an Application or to discuss the Applicant's qualifications.
- 7.14. **Predominant Language.** Applicant shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above and at <https://www.oig.doc.gov/Pages/Whistleblower-Protection-Program.aspx>.<sup>32</sup>
- 7.15. **Information from Other Sources.** As part of and during the Application process, DOM reserves the right to obtain and consider information from other sources about an Applicant, including but not limited to the Applicant's capability and performance across the State, the Applicant's financial stability, past or pending litigation, or any publicly available information. Such information will be used solely as permitted by Applicable Law and for the purposes of judging Applications against the requirements or criteria otherwise identified in this NOFA. In addition, DOM reserves the right to consider information elicited in or supplied in response to one section of the NOFA in considering or evaluating other sections of the NOFA or an Application, or obtained from other sources identified in or permitted by the NOFA, including but not limited to the Broadband Availability Map.
- 7.16. **Verification of Application Contents.** Except as otherwise prohibited by Applicable Law, DOM reserves the right to verify the contents of an Application submitted by an Applicant. Misleading or inaccurate responses may result in rejection of an Application.
- 7.17. **Waivers and Variances.** DOM reserves the right to waive or permit cure of non-material variances in an Application's form and content, provided such action is in the best interest of DOM, the Program, and the State of Iowa. In the event DOM waives or permits the cure of non-material variances, such waiver or cure will not modify the terms, conditions, or requirements of this NOFA or excuse an Applicant from full compliance with the terms, conditions, or requirements of this NOFA. The determination of materiality shall be in the sole discretion of DOM.
- 7.18. **NOFA Application Clarification Process.** DOM may request clarification from Applicants for the purpose of resolving ambiguities or questioning information presented in an Application. Clarifications may occur throughout the Application review process. Requests for clarification will be issued to the Applicant's Authorized Official. Clarification responses shall be in the format specified by DOM and shall address only the information requested. This may include written questions, interviews, or site visits. Responses shall be submitted to DOM within the time stipulated by DOM at the time of the request and will be deemed part of the Application. Notwithstanding the foregoing, DOM at its sole discretion may reject clarifying information received from an Applicant where the clarifying information materially alters the content or substance of the Application. Failure to timely respond to or otherwise comply with a request for clarification may result in disqualification.
- 7.19. **Disposition of Applications/Public Records.** All Applications and the contents associated therewith shall become the property of DOM. DOM will post the public aspects of Applications to a public internet site. Further, DOM is generally subject to the State's public records law, Iowa Code chapter 22, and corresponding implementing rules. Applicants or other persons or parties submitting information to DOM are encouraged to familiarize themselves with Iowa Code chapter 22 before submitting Applications or other information to DOM. Requests for confidentiality must also conform to section 2.2.6.6 of this NOFA.

In addition, the following terms, conditions, and processes shall govern requests from Applicants for the confidential treatment of information supplied to DOM in connection with an Application. These terms, conditions, and processes are designed to strike a fair balance between the need for transparency and Applicants' legitimate claims for confidential treatment of information or materials. As a general matter, DOM will treat all information submitted by Applicants or by other persons or parties to DOM as public, nonconfidential records unless an Applicant or other person or party requests that specific information submitted be treated as confidential at the time of submission to DOM in accordance with the following:

<sup>32</sup> See Section IX.G.3. of BEAD NOFO

- 7.18.1. An Applicant or other person or party requesting confidential treatment of portions of an Application or other information submitted to DOM must:
  - 7.18.1.1. Fully complete and submit to DOM a Form 22;
  - 7.18.1.2. Clearly identify in the Application the specific information within each specific section of the Application for which Applicant seeks confidential treatment;
  - 7.18.1.3. Conspicuously mark the outside of any Application and individual exhibits or attachments thereto as containing confidential information;
  - 7.18.1.4. Mark each page upon which confidential information appears; and
  - 7.18.1.5. Submit a public copy of the Application from which claimed confidential information has been excised. Any claimed confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the otherwise public information as possible. In submitting a public copy of electronic documents to DOM, Applicants may excise information for which they seek confidential treatment and replace it with clear, conspicuous, **BOLD** language indicating that information has been redacted (*i.e.*, “[REDACTED]”) from a specific aspect/area of the Application. For assistance in redacting information in the Core Application, please contact administrative support as identified in section 1.8.2.
- 7.18.2. Form 22 will not be considered fully complete unless, for each confidentiality request, the Applicant or other person or party:
  - 7.18.2.1. Enumerates the specific grounds in Iowa Code chapter 22 or other Applicable Law that support treatment of the specific information as confidential;
  - 7.18.2.2. Justifies why the specific information should be maintained in confidence;
  - 7.18.2.3. Explains why disclosure of the specific information would not be in the best interest of the public; and
  - 7.18.2.4. Sets forth the name, address, telephone number, and email address of the individual authorized by the person or party submitting such information to respond to inquiries from DOM concerning the confidential status of such information. This person may be the same person as the Applicant’s Authorized Official.
- 7.18.3. Notwithstanding the foregoing, subject to applicable state, federal, and/or international laws, rules, regulations, or orders (including Iowa Code chapter 22 and any corresponding implementing rules, regulations, or orders), DOM will treat W-9s or other tax documents provided through Iowa Grants to facilitate payment/reimbursement as confidential, and Applicants need not and should not include a request for confidential treatment for such document(s) in their Form 22.
- 7.18.4. Failure to request that information be treated as confidential in accordance with the foregoing shall relieve DOM and State personnel from any responsibility for maintaining the information in confidence. An Applicant’s request for confidentiality that does not comply with the terms, conditions, or process set forth in this section 7.19 (Disposition of Applications/Public Records Law) is grounds for rejecting an Application, or denying a request for confidential treatment. Blanket requests to maintain an entire Application submitted to DOM as confidential will be categorically rejected.
- 7.18.5. If DOM receives a request for information or materials related to an Application marked as confidential or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Applicant shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Applicant, Applicant fails to appear to defend its request for confidentiality, DOM may release the information or material, or otherwise bill the Applicant any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General’s Office or other attorney or law firm utilized by DOM or the State). Additionally, if Applicant fails to comply with the confidentiality process set forth herein, Applicant’s request for confidentiality is unreasonable, Applicant fails to supply DOM with sufficient information to determine whether Applicant’s request for confidential treatment is founded, or Applicant rescinds its request for confidential treatment, DOM may release such information or material with or without providing advance notice to Applicant and with or without affording Applicant the opportunity to obtain

an order restraining its release from a court of competent jurisdiction. Applicant waives any claims it may have against DOM or the State of Iowa related to the confidential treatment of any information or materials submitted as part of this application process that result, in whole or in part, from any deficiencies with or related to compliance with this section 7.19 (Disposition of Applications/Public Records Law), or that otherwise result from Applicant's failure to comply with the terms, conditions, or requirements of this NOFA.

- 7.20. Copyright.** By submitting an Application, Applicants agree and acknowledge that DOM will, subject to section 7.19 (Disposition of Applications/Public Records Law): post the public aspects of Applications received as part of this NOFA process online; release, distribute, and copy Applications for the purpose of facilitating input, recommendations, and evaluation processes, or as is otherwise necessary in administering the selection and Award process; and release, distribute, and copy Applications in response to requests for public records. By submitting an Application, Applicant consents to such releases, disclosures, and copying and grants DOM and the State of Iowa a right and license to do so, warrants and represents that such release, distribution, or copying will not violate the rights of any third party, and agrees to indemnify and hold harmless DOM and the State of Iowa and their employees, officers, board members, agents, representatives, and officials (“**Indemnitee(s)**”) from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, fines, penalties, taxes, costs and any other expenses (including the reasonable value of time of the Attorney General’s Office and the costs, expenses, and attorney fees of other counsel retained by DOM, State, or any Indemnitee) directly or indirectly related to, resulting from, or arising out of any such release, distribution, or copying. In the event an Applicant copyrights or attempts to copyright its Application, DOM may reject the Application.
- 7.21. Authority to Bind.** An individual authorized to legally bind the Applicant shall sign any and all documents requiring signature and associated with this Application process. Any such documents may be executed, scanned, and transmitted electronically. Electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures.
- 7.22. Waiver of Claims.** An Applicant’s submission of an Application constitutes acceptance of the terms, conditions, criteria, and requirements set forth in this NOFA and operates as a waiver of any and all objections to the contents of the NOFA. By submitting an Application, an Applicant agrees that it will not bring any claim or have any cause of action against DOM or the State of Iowa based on the terms or conditions of this NOFA or the application process.
- 7.23. Co-signatures/Joint and Several.** In the case of a parent and a subsidiary, both the parent, and the subsidiary that will be performing the Project, will be required to co-sign any resulting Grant Agreement and shall be jointly and severally liable for any duties, responsibilities, obligations, liabilities, or default with respect thereto.
- 7.24. Choice of Law and Forum.** This NOFA shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. The exclusive jurisdiction for any and all litigation related to this NOFA shall be the state or federal courts sitting in Polk County, Iowa. Any litigation related to this NOFA shall be brought and maintained in the courts sitting in Polk County, Iowa. Grantees and Applicants waive any objection to such jurisdiction based on forum non conveniens or otherwise. This forum designation in no way waives a litigant’s obligation to exhaust administrative remedies.
- 7.25. Appeal of Award Decision.** DOM will notify successful Applicants of DOM’s decision by sending their Authorized Official a copy of the NOIA, and will notify unsuccessful Applicants by posting the NOIA online at [www.iowagrants.gov](http://www.iowagrants.gov) and <https://dom.iowa.gov/broadband/broadband-grants>. Unsuccessful Applicants are solely responsible for reviewing such websites to determine their Award status. From the date and time of such posting, adversely affected Applicants will have 5 days to appeal such decision(s) by filing a Notice of Intent to Appeal pursuant to Iowa Admin Code r. 129–11.3(1). Failure to challenge DOM’s decision within the 5-day period shall waive any other claims an Applicant may have as it relates to DOM’s administration of the process and otherwise be deemed a failure to exhaust administrative remedies. Applicants may appeal an adverse decision only for a timely submitted Application. Appeals must clearly and fully identify all issues being contested and demonstrate what requirements or procedures in Applicable Law, rule, or the NOFA were violated. In the event of an appeal, DOM will continue working with successful Applicants pending the outcome of the appeal.
- 7.26. Contingent Awards.** If, at the time an Award is made, all or part of a successful Applicant’s award is subject to challenge, DOM may, contemporaneous with the challenge process, proceed to enter into this Agreement with Grantee. Notwithstanding the foregoing or anything in this Agreement to the contrary, the aspect(s) of DOM’s Award(s) that is subject to such challenge at the time of the execution of this Agreement shall be valid and enforceable only to the extent DOM’s original determination or Award, as applicable, is ultimately upheld at the end of the entire appeals and contested case process once final, including judicial review and any subsequent appeal therefrom. If an Eligible Service Location is ultimately determined to be ineligible, or a portion of an Award is later deemed invalid, in whole or in part: the Grantee shall not be entitled to any grant funds or reimbursement to the extent of any such non-eligibility or invalidity; DOM may require the Grantee to amend the Agreement

to reflect such result; and the Grantee will be required to reimburse DOM for any corresponding funds previously distributed by DOM.

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**Exhibit F - NOFA #009 (“NOFA”)  
Certifications, Authorization, and Release of Information  
Alterations to this document are prohibited**

**Attachment F-1: Release of Information**

\_\_\_\_\_ (name of Applicant Organization) hereby authorizes any person or entity, public or private, having any information concerning the Applicant’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this NOFA, to release such information to the Iowa Department of Management, Division of Information Technology (DOM).

The Applicant acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Applicant acknowledges that the information and opinions given by such person or entity may hurt its chances to receive a grant award from DOM or may otherwise hurt its reputation or operations. The Applicant is willing to take that risk. The Applicant agrees to release all persons, entities, DOM, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

\_\_\_\_\_  
Printed Name of Applicant Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## Attachment F-2: Application Certifications

### Applicant certifies that:

1. All statements made in the Application are true and accurate. Applicant has not knowingly made any false statements or representations in its Application.
2. No relationship exists or will exist during the Grant Agreement period between Applicant and DOM or any other State agency that interferes with fair competition or that constitutes a conflict of interest, the appearance of a conflict of interest, or that violates Iowa Code chapter 68B.
3. The Application is predicated upon the acceptance of all terms and conditions stated in the NOFA and Exhibit E (sample Grant Agreement) without change except as otherwise expressly stated in the Application. Objections or responses shall not materially alter the NOFA. All changes to proposed Grant Agreement language, including deletions, additions, and substitutions of language, must be addressed in the Application.
4. Applicant has reviewed the Additional Certifications (Attachment F-4), which are incorporated herein by reference, and by signing below represents that Applicant agrees to be bound by the obligations included therein.
5. Applicant has reviewed all amendments to this NOFA issued by DOM, and Applicant's submission is predicated on acceptance of the NOFA as amended.
6. Except as otherwise identified in Form 22 (Exhibit G) and solely to the extent permitted by the NOFA, the Application and all information therein may be treated as public, non-confidential records subject to public disclosure. Applicant waives any claims it may have against state or state personnel related to the confidential treatment of any information or materials submitted in connection with its Application. If Applicant requests confidential treatment of any information submitted in its Application, the Applicant expressly acknowledges and agrees that DOM's evaluation documents may reference information of which the Applicant requested confidential treatment in the Application. These DOM evaluation documents may then be in the public domain and be open to inspection by interested parties upon DOM's issuance of a Notice of Intent to Award. DOM will not redact information or references to information in evaluation documents even in instances which an Applicant requested confidential treatment in the Application.
7. Applicant is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements, has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service, Iowa Department of Revenue, or any other government entity, is current in all amounts due for payments of federal and state taxes, has not, in the last three (3) years, undergone a sale or change of control of Applicant, including

- its business or substantially all of its assets, and is neither presently involved in, nor anticipates being involved in the near future, any case or other proceeding seeking or involving liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect.
8. Applicant's organization has sufficient personnel and resources available to meet the Project objectives proposed in the Application, and such resources will be available on the date the Project is to begin.
  9. Applicant is currently registered to do business in Iowa or agrees to register if Applicant is awarded a Grant Agreement pursuant to this NOFA. Notwithstanding the foregoing, if Grantee is not obligated to register to do business in the state of Iowa under Applicable Law, this provision is waived.
  10. Applicant has obtained a Unique Entity Identifier (UEI). Applicants must have an active Federal System for Award Management (SAM) registration prior to requesting funds.
  11. Applicant is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a "retailer" of a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Applicant also acknowledges that DOM may declare the Application void if this certification is false. Applicants may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.
  12. Applicant will comply with any Davis-Bacon Act requirements if applicable to the resulting Grant Agreement.
  13. The person signing this certification is the person in the Applicant's organization responsible for, or authorized to make decisions regarding the prices quoted and, Applicant guarantees the availability of the services offered and that all Application terms, including price, will remain firm until a grant agreement has been executed for the Project.
  14. Applicant is authorized to provide Broadband service in the Eligible Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project, and has or will obtain any necessary permits or licenses (federal, state, or local) required to do so. Upon request by DOM, Applicant shall provide further information to DOM related to its Project for which grant funds may be awarded, or other additional information as may be reasonably requested by DOM.
  15. Any award of funds under this NOFA is a subaward of the Broadband Equity, Access, and Deployment Program (BEAD), and Applicant will be, if awarded a NOFA grant, a subrecipient

receiving a Fixed Amount Subaward as under 2 C.F.R. part 200 for purposes of compliance with federal regulatory requirements.

16. Applicant will participate in the Federal Communications Commission's (FCC) Affordable Connectivity Program (ACP).
17. The Eligible Service Locations identified within the Core Application and making up the proposed Project Area correctly reflect whether Applicant currently facilitates broadband service at 100/20 or faster.
18. Applicant certifies, acknowledges, and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance, and other reports submitted by the Applicant, may be used by the Department of Commerce in conducting reviews and evaluations of its financial assistance programs and for statistical purposes. For this purpose, information and data may be accessed, reviewed, and evaluated by Department of Commerce employees, other federal employees, federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate confidentiality and nondisclosure agreements covering the use of such information. Applicants are expected to support Program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with the Department of Commerce and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), Applicant is reminded that it must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.<sup>1</sup>
19. Applicant is financially qualified to meet the obligations associated with the Project: available funds will be available for all project costs that exceed the amount of the award; and Program requirements will be complied with, including service milestones.<sup>2</sup>
20. Applicant is technically qualified to complete and operate the Project and is capable of carrying out the funded activities in a competent manner, including use of an appropriately skilled and credentialed workforce.<sup>3</sup>
21. Applicant has a cybersecurity risk management plan (the plan) in place that is either: (a) operational, if the Applicant is providing service prior to the award of the grant; or (b) ready to be operationalized upon providing service, if the Applicant is not yet providing service prior to the grant award; the plan reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently

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<sup>1</sup> See Section IX.B. of BEAD NOFO

<sup>2</sup> See Section IV.D.2.a.i. of BEAD NOFO

<sup>3</sup> See Section IV.D.2.c. of BEAD NOFO



Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented; the plan will be reevaluated and updated on a periodic basis and as events warrant; and the plan will be submitted to DOM prior to the allocation of funds. If the Applicant makes any substantive changes to the plan, a new version will be submitted to DOM within 30 days.

22. Applicant has a Supply Chain Risk Management (SCRM) plan in place that is either: (a) operational, if the Applicant is already providing service at the time of the grant; or (b) ready to be operationalized, if the Applicant is not yet providing service at the time of grant award; the plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented; the plan will be reevaluated and updated on a periodic basis and as events warrant; and the plan will be submitted to DOM prior to the allocation of funds. If the Applicant makes any substantive changes to the plan, a new version will be submitted to DOM within 30 days.
23. Applicant will comply with any National Environmental Policy Act and National Historic Preservation Act requirements if applicable to the resulting Grant Agreement.
24. Applicant will comply with any Build America, Buy America Act requirements if applicable to the resulting Grant Agreement.

By signing below, I certify that I have the authority to bind the Applicant to the specific terms, conditions and technical specifications required in the NOFA and offered in the Applicant's Application.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Organization

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
NOFA Number

### **Attachment F-3: Certification and Disclosure Regarding Lobbying**

#### **Instructions:**

Title 45 C.F.R., part 93 requires the Applicant to include a certification form, and a disclosure form, if required, as part of the Applicant's proposal. Award of the federally-funded contract from this NOFA is a Covered Federal action.

(1) The Applicant shall file with DOM this certification form, as set forth in Appendix A of 45 C.F.R. part 93, certifying the Applicant, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 C.F.R. § 93.100.

(2) The Applicant shall file with DOM a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Applicant or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 C.F.R. § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Applicant and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

#### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

*Statement for Loan Guarantees and Loan Insurance*

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 for each such failure.

I certify that the contents of this certification are true and accurate and that the Applicant has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

**Please check the appropriate box below (check one):**

- The Applicant is NOT including a disclosure form as referenced in this form's instructions because the Applicant is NOT required by law to do so.
  
- The Applicant IS filing a disclosure form with DOM as referenced in this form's instructions because the Applicant IS required by law to do so. If the Applicant is filing a disclosure form, place the form immediately behind this document in the Application.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_

Applicant Organization

\_\_\_\_\_  
NOFA Number

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## **Attachment F-4: Additional Certifications**

*(Do not return this page with the Application. This document is incorporated by reference into Attachment F-2.)*

### **1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submission of an Application, the Applicant certifies (and in the case of a joint Application, each party thereto certifies) that:

1. The Application has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this NOFA, or with any person serving as a member of the evaluation committee;
2. The Application has been developed independently, without consultation, communication or agreement with any other applicant or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Application has not been knowingly disclosed by the Applicant and will not knowingly be disclosed prior to the award of the Grant Agreement, directly or indirectly, to any other applicant;
4. No attempt has been made or will be made by the Applicant to induce any other applicant to submit or not to submit an Application for the purpose of restricting competition;
5. No relationship exists or will exist during the Grant Agreement period between the Applicant and the Agency that interferes with fair competition or is a conflict of interest.
6. The Applicant and any of the applicant's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

### **2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Application, the Applicant is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Applicant shall provide immediate written notice to the person to whom this Application is submitted if at any time the Applicant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Application is submitted for assistance in obtaining a copy of those regulations.

4. The Applicant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Applicant further agrees by submitting this Application that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

1. The Applicant certifies, by submission of this Application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Applicant is unable to certify to any of the statements in this certification, such Applicant shall attach an explanation to this Application.

### **4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

By signing and submitting this Application, the Applicant is providing the certification set out below:

The Applicant must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly

for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Applicant further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

### **5. CERTIFICATION REGARDING DRUG FREE WORKPLACE**

1. **Requirements for Grantees Who are Not Individuals.** If the Applicant is not an individual, by signing and submitting this Application the Applicant agrees to provide a drug-free workplace by:
  - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the person's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations;
  - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
  - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).

2. **Requirement for Individuals.** If the Applicant is an individual, by signing and submitting this Application the Applicant agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Grant Agreement.

3. **Notification Requirement.** The Applicant shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

a. take appropriate personnel action against such employee up to and including termination; or

b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

## 6. NON-DISCRIMINATION

The Applicant does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap. Applicant agrees to abide by the non-discrimination requirements set forth in the following legal authorities<sup>4</sup>, to the extent applicable, and acknowledges that failure to do so may result in cancellation of any award and/or recoupment of funds already disbursed:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Department of Commerce's implementing regulations, published at 15 C.F.R. Part 8, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by Eligible Entity and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 C.F.R. Part 8b, which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Department of Commerce implementing regulations published at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

f. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., which provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to

<sup>4</sup> See Section IV.C.1.g. of BEAD NOFO



discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. Note in this regard that Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities;" and

g. Any other applicable non-discrimination law(s). Application requirements, award terms, and conditions do not impose civil rights and nondiscrimination law compliance requirements on Indian Tribes or Native Entities beyond what would otherwise apply under federal law.

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# Initial Proposal

**Exhibit E - NOFA #009  
Department of Management, Division of Information Technology of the State of Iowa  
Grant Agreement**

**Contracts Declaration and Execution (“CD&E”)**

|  |   |
|--|---|
| <b>Title of Contract:</b> NOFA #009 Grant Agreement (“Agreement”)  | <b>Grant Agreement Number:</b><br><b>[Grant Agmt #]</b> |
| <b>Name of State Agency:</b> Department of Management, Division of Information Technology (“Agency”)<br><b>Address:</b> 200 E. Grand Avenue, Des Moines, IA 50309 (the “Notice Address”)   |   |
| <b>Business Name of Grantee:</b> [Business name of Grantee] (“Grantee”) a [type of entity] organized under the laws of the state of [Name of State].<br><b>Business Address:</b> [Grantee Principal Place of Business/Headquarters]<br><b>Mailing Address</b> (if different, delete if inapplicable):<br><b>Address of Grantee’s Agent</b> (if different, delete if inapplicable) (Section 10.14)<br><b>Address to send legal notices</b> pursuant to Section 10.15 if different from above (the “Notice Address”) |   |
| <b>Designation under 2 C.F.R. § 200.331:</b> For purposes of this Agreement, Grantee is deemed a “subrecipient” receiving a fixed amount subaward. <i>See generally</i> 2 C.F.R. part 200.   |   |
| <b>Grantee UEI:</b> _____<br>NOTE: Grantee must obtain a Unique Entity Identifier (“UEI”) from <a href="http://www.sam.gov">www.sam.gov</a> and provide it to the Agency at the time of Agreement execution. Subrecipients are not required to complete full SAM registration to obtain a UEI. 2 C.F.R. § 25.300. <sup>1</sup>   |   |
| <b>1. Overview/Purpose.</b> This Agreement establishes the terms and conditions pursuant to which Grantee must complete the Project(s) as more fully described in its Application in consideration for funds made available pursuant to and in accordance with the Broadband Grants Program—Empower Rural Iowa, Broadband Equity, Access, and Deployment Funds (“BEAD”) Notice of Funding Availability (“NOFA”) #009.  |   |
| <b>2. Term.</b> The term of this Agreement (the “Term”) shall begin on the date of last signature below (the “Effective Date”) and continue until the Agency has reimbursed Grantee for all Allowable Expenditures following Project completion in accordance with the terms and conditions of this Agreement, unless otherwise terminated in accordance with the terms and conditions of this Agreement.  |   |
| <b>3. Scope.</b> The scope of this Agreement is the installation of the project (“Project”) identified in the Broadband Grants Core Application Excel Workbook (“Core Application”) that was submitted with the Application. The scope identified in the Core Application is hereby incorporated by reference into this Agreement.   |   |
| <b>4. Awarded Funds.</b> The total Award made to Grantee for purposes of this Agreement is: \$ [ ]   |   |
| <b>5. Project Completion Date.</b> Grantee must fully finish its Project(s) by [Date of Completion].   |   |

<sup>1</sup> See Section V.E. of BEAD NOFO.

NOTE: Under the BEAD NOFO, Grantee must complete the Project and begin providing services to each customer within the Project area no later than four years from the date of execution of this Grant Agreement.<sup>2</sup>

**6. Documents Incorporated/Order of Precedence.** This Agreement is composed of multiple parts which, when enumerated below, are each incorporated into and made part of this Agreement by this reference. In the event of any conflict or inconsistency between the specific provisions of an incorporated part, any such conflict or inconsistency shall be resolved in the following order:

1. First, by giving preference to any declarations and/or representations made on this CD&E;
2. Second, by giving preference to Attachment B - Federal Funding Required Provisions;
3. Third, by giving preference to Attachment A - General Terms and Conditions;
4. Fourth, by giving preference to the provisions of the Broadband Grants Program—Empower Rural Iowa, Broadband Equity, Access, and Deployment Funds (“BEAD”) Notice of Funding Availability #009, incorporated herein by reference;
5. Fifth, by giving preference to the provisions of Grantee’s application ([NOFA #009 Application #]) (the “Application”) in response to the Notice of Funding Availability #009. The Application is incorporated herein by reference. For the sake of clarity, none of Grantee’s exceptions, objections, or proposed modifications respecting the NOFA or any terms associated therewith, including to a draft of this Agreement (collectively “Grantee Exceptions”), shall be incorporated into this Agreement unless expressly set forth herein.

**7. Acknowledgement of Subrecipient Status.** By executing this Agreement and accepting this BEAD-funded award made authorized and made available through the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021) (“IIJA”) and this NOFA, Grantee acknowledges that it shall be deemed a “Subrecipient” as defined by Applicable Law and receiving a fixed amount subaward.

**8. Signatures.**

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as of the date of last signature below (“Effective Date”).

STATE OF IOWA, acting by and through the  
Department of Management, Division of Information  
Technology  
 (“Agency”)

[Business Name of Grantee]  
 (“Grantee”)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

As a condition of entering into this Contract with the Agency, the Grantee certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 10.32, Certification Regarding Iowa Code Chapter 8F available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Grantee is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Grantee and the requirements of Iowa Code Chapter 8F.

<sup>2</sup> See Section II.B. of BEAD NOFO.

## Initial Proposal

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Per Iowa Code § 8F.3(2), certification shall be signed by: 1) An officer and director; OR 2) Two directors; OR 3) The sole proprietor of the Grantee, whichever is applicable.

|   |   |
|---|---|
| <b>Grantee:</b>                         | <b>Grantee:</b>                         |
| Signature of Authorized Representative: | Signature of Authorized Representative: |
| Printed Name:                           | Printed Name:                           |
| Title:                                  | Title:                                  |
| Date:                                   | Date:                                   |

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## Attachment A - General Terms and Conditions

1. **Overview.** This Attachment A sets forth the general terms and conditions for the deployment and delivery of the Project(s) as more fully described in the CD&E and Grantee's Application. The "Grantee" and the "Agency" for purposes of this Attachment A means the parties identified on the CD&E, each party also be referred to herein individually as a "**Party**" or collectively as the "**Parties.**" References in this Attachment A to the "Agreement" mean the Grant Agreement Number identified on the CD&E.
2. **Definitions.** Unless otherwise specifically defined herein, capitalized terms used but not defined herein shall have the meanings ascribed to them in the NOFA. In addition to any other terms defined herein, the following terms shall be ascribed the following meanings:
  - 2.1. "**Applicable Law(s)**" means any and all applicable federal, state, foreign, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, and specifically including CPF Requirements in place at execution of this Agreement, as well as any and all future amendments, changes, or additions to such laws as of the effective date of such change.
  - 2.2. "**Grantee Contractor(s)**" means any of Grantee's authorized subcontractors, affiliates, subsidiaries, subgrantees, subrecipients, or any other third party acting on behalf of or at the direction of Grantee, directly or indirectly, in performing or providing the Project(s) under this Agreement.
  - 2.3. "**Grantee Personnel**" means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Grantee or any Grantee Contractor performing or providing the Project(s) under this Agreement.
3. **Project Completion.**
  - 3.1. *Period of Performance.* The Period of Performance ends on the Project Completion Date<sup>3</sup> Only costs associated with the project that are incurred, paid, and invoiced to the Agency consistent with NOFA 9 and federal guidance may be considered as Allowable Expenditures under this Grant Agreement. Grantee must fully finish its Project(s) by the Project Completion Date in accordance with and consistent with any deadlines established in the NOFA. Grantee's Project(s) must be deployed and implemented in a manner that complies with all applicable terms, conditions, requirements, and limitations set forth in this Agreement, the NOFA, and as proposed/represented in the Application. Except in the case of any reimbursement contemplated by the NOFA ("**Authorized Reimbursement(s)**"), prior to being reimbursed for any Allowable Expenditures, Grantee's Project(s) must be "complete" as that term is more fully defined and described herein.
  - 3.2. *Extensions of Period of Performance.* The four-year network deployment deadline as set forth in this Agreement may be extended by not more than one year if: (1) Grantee has a specific plan for use of the grant funds, with project completion expected by a specific date not more than one year after the four-year deadline; (2) the construction project is underway; or (3) extenuating circumstances require an extension of time to allow the project to be completed.<sup>4</sup> Consistent with the goals of the BEAD program to facilitate service to unserved and underserved eligible service locations quickly, the Agency will closely scrutinize any requests for extensions of the Period of Performance.
  - 3.3. *Certification.* Subject to the confirmation and verification of the Agency, and in accordance with Section 3.4 (Proof of Project Completion), Grantee must certify to the Agency that the Project was completed as proposed/represented in the Application, including but not limited to a certification representing that:
    - 3.3.1. The final installation Facilitates Broadband service that reliably meets or exceeds Qualifying Broadband; and
    - 3.3.2. The Project fully complies with and satisfies any and all terms and conditions identified in this Agreement, the NOFA, and all applicable federal, state, foreign, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, including IJJA Requirements (see Attachment B), all of which may be updated, amended, modified, or added to from time to time and all of which are incorporated herein by reference as of the date of any such change in the law (collectively "**Applicable Laws**").
  - 3.4. *Proof of Project Completion.*
    - 3.4.1. **Obligation to Provide Proof.** In order to certify project completion and receive final disbursement of funds, Grantee must provide the Agency with approved documentation, or proof, that is substantively accurate

<sup>3</sup> See Section II.B. of BEAD NOFO

<sup>4</sup> See Section II.B.1. of BEAD NOFO

- and complete as set forth in section 3.4.2 (Acceptable Substance of Proof) and in an acceptable data format as set forth in section 3.4.3 (Acceptable Format of Proof). Notwithstanding the foregoing, the Agency reserves the right to determine, in its sole discretion, the completeness and sufficiency of proof provided to the Agency by Grantee pursuant to this section. Grantee acknowledges that its failure to satisfy its obligation to provide proof as required in this section may delay or prohibit certification of project completion and disbursement of funds.
- 3.4.2. Acceptable Substance of Proof. In order to be considered substantively complete, proof of project completion submitted to the Agency must at a minimum demonstrate with specificity where Broadband installation has occurred consistent with Grantee's Application. Such proof must include:
- 3.4.2.1. Any and all information required to be provided to the federal government pursuant to federal guidance; and
  - 3.4.2.2. Information sufficient to enable the Agency to determine which specific Eligible Service Locations within the Project Area have access to Qualifying Broadband as a result of the Project; and
  - 3.4.2.3. As-built infrastructure drawings or schematics for which Grant funds have been utilized, regardless of whether such installation actually serves any Broadband Units within the Project Area at the time such proof is supplied to the Agency; and/or
  - 3.4.2.4. Tower locations and propagation map(s) or model(s); and/or
  - 3.4.2.5. Address or locations of service locations and must include the FCC Location ID.
- 3.4.3. Acceptable Format of Proof. Grantee shall provide proof of project completion to the Agency in any one of the following acceptable data formats, in no particular order:
- 3.4.3.1. Spreadsheet of Service Locations following the FCC BDC Availability reporting format that will be submitted to the FCC BDC during the next available reporting window after project completion. Which should at a minimum provide the FCC Location ID, technology deployed, download speed, upload speed and latency that are serviceable by the new infrastructure or addresses that are served or can be served.
  - 3.4.3.2. Computer Aided Design or "CAD" digital file which should at a minimum show the completed project area (as-built), including road or landmarks in order to identify project area, and infrastructure buildout design (fiber, OSP, and/or other infrastructure needed to serve customers); or,
  - 3.4.3.3. As-built project map in PDF format which should at a minimum show clearly legible streets or other landmarks, show a project area that is clearly delineated, and locations that are now served or can be provided service within 10 business days; or,
  - 3.4.3.4. Upon the express prior approval of the Agency, any other format deemed acceptable by the Agency.
- 3.5. *Performance Testing.* The Agency may, in its sole discretion, conduct performance tests, or require Grantee to submit results of speed tests, for purposes of verifying compliance with the terms of this Agreement, the NOFA, and Applicable Laws, on one or multiple occasions after Broadband service is certified as complete pursuant to Section 3.3 (Certification) and at any point during the Federal Interest Period.<sup>5</sup> (See Attachment B section 10). Such performance tests may include but are not be limited to:
- 3.5.1. Speed tests anywhere between a Grantee's central Agency and the service location or to which the Project was represented as being able to Facilitate Broadband service;
  - 3.5.2. In the case of wireless installations, from any service location to which the Project was represented as being able to Facilitate Broadband service; and/or,
  - 3.5.3. In the event Grantee does not have a customer served by the installation, a certification obtained by the Grantee and supplied to the Agency from an independent, third-party, properly licensed engineer that the installation Facilitates Broadband service at or above Qualifying Broadband to the service locations identified in the Core Application. The costs of such certification shall be borne by the Grantee.
- 3.6. *Project Completion.* For purposes of this Agreement, a Project shall be considered "complete" as of the later of the date the Agency:
- 3.6.1. Accepts the certifications and proof of project completion provided by Grantee as required by this Section; and,

<sup>5</sup> See Section IV.C.2.a.ii.of BEAD

- 3.6.2. Verifies that a Project certified as complete complies with the requirements of this Agreement, the NOFA, and Applicable Laws, including pursuant to and in accordance with the Performance Testing obligations of this Section, or
- 3.6.3. Otherwise affirmatively elects to verify that the project is complete without exercising its rights to Performance Tests or conduct any other monitoring, review, or audit rights available to the Agency under this Agreement, and
- 3.6.4. Confirms that the Grantee participates in the Affordable Connectivity Program and is offering customers in their completed project area assistance with enrollment, and
- 3.6.5. Confirms Grantee is providing access to Qualifying Broadband service to each customer served by the Project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.<sup>6</sup>

#### 4. Payment Timing and Procedures.

- 4.1. *Timing of Payments.* Payment shall be made in accordance with the payment schedule set forth in the NOFA. Availability of advanced reimbursement depends on the performance security provided by Grantee. See Attachment B section 3.
- 4.2. *Not-to-Exceed Total Payment.* Total funds available are capped at the value set forth on page 1 of this Agreement (4. Awarded Funds), however, that value may be reduced if the final Allowable Expenditures upon project completion are lower than those set forth in the Budget Plan or if the Project is not otherwise completed as awarded.
- 4.3. *Allowable Expenditures.* Grantee shall only be entitled to payment for Allowable Expenditures as enumerated in the NOFA, and in accordance with BEAD requirements and any other guidance issued by NTIA. The Agency may order the return of any funds previously disbursed or deny a request for reimbursement for any expenditures that do not constitute Allowable Expenditures, and Grantee shall not otherwise be entitled to payment or reimbursement for any expenditures that do not constitute Allowable Expenditures.
- 4.4. *Proof of Allowable Expenditures.* Within 30 days of completing the Project, and, with the exception of Authorized Reimbursements, prior to the disbursement of any funds Grantee must submit a final summary of all Allowable Expenditures incurred in connection with the Project on forms supplied by the Agency and attest that such Allowable Expenditures are true, accurate, and in fact constitute Allowable Expenditures, actually incurred by Grantee. The Agency may request, in its sole discretion, and Grantee may be required to supply additional records to verify any Allowable Expenditures claimed by Grantee. Such records may include invoices, original itemized receipts, copies of checks, check registers, or bank statements indicating credit card invoices were paid. See Department of Administrative Services - State Accounting Enterprise, Procedure Number 204.200, available at [https://das.iowa.gov/sites/default/files/acct\\_sae/sae\\_manual/204/204-200.pdf](https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/204/204-200.pdf) and corresponding procedures referenced therein. The Agency may order the return of any funds previously distributed or deny a request for reimbursement for any expenditures Grantee claims that do not constitute Allowable Expenditures, that are submitted more than 30 days after the Project is finished, or the Project Completion Date, whichever is earlier, or that are not supported by sufficient or appropriate documentation, and Grantee shall not otherwise be entitled to payment or reimbursement for any such expenditures, and shall be obligated to return any applicable funds to the Agency.
- 4.5. *Compensation, generally.* Notwithstanding anything in this Agreement to the contrary, in no event shall the Agency be obligated to pay Grantee any fees, costs, compensation or other amounts in excess of the amount expressly set forth herein in accordance with the terms, conditions, limitations, and requirements of this Agreement, unless the Agency otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written amendment to this Agreement executed by the Agency. Prior to making any payment, the Agency shall review any request for payment and related supporting documentation for compliance with this Agreement, the NOFA, and Applicable Laws. The Agency will pay all approved amounts in arrears and in conformance with Iowa Code section 8A.514 and Iowa Admin. Code r. 11-41.1(2), and all other applicable laws, rules, regulations, policies and requirements. The Agency may pay in less than 60 days, as provided in Iowa Code section 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Agency shall have the right to dispute any request for payment, invoice, or other supporting documentation and withhold payment of any disputed amount if the Agency believes the documentation is inaccurate, incomplete, insufficient, or incorrect in any way. The Agency's obligation to make payments under this Agreement is contingent upon the continued availability of funds to the Agency. No payment, including final payment, shall be construed as or constitute: (1) acceptance of any Project(s) as satisfying the terms, conditions, or requirements of this Agreement, the NOFA, or Applicable Laws; or (2) a waiver by the Agency of any rights or remedies it may have to enforce the terms of this Agreement, and Grantee shall remain responsible for full

<sup>6</sup> See Section IV.C.2.a.iii. of BEAD

performance in strict compliance with the terms and conditions of this Agreement. By making any payments under this Agreement, the Agency does not waive its ability to challenge any payment or reimbursement for either failing to comply with this Agreement, the NOFA, or any Applicable Laws. Grantee agrees that its acceptance of the last payment from the Agency under this Agreement shall operate as a release of any and all claims related to this Agreement that Grantee may have or be capable of asserting against the Agency or the State of Iowa. Any determination of whether to allow reimbursement of expenses before full completion of the Project shall be at the sole discretion of the Agency.

- 4.6. *Repayment Obligation.* In the event that any funds are deferred and/or disallowed as a result of any audits; were expended in violation of the laws applicable to the expenditure of such funds; or any payment was comprised of claimed expenditures that did not constitute Allowable Expenditures; were not otherwise reimbursable hereunder; were improperly or incorrectly allocated; were unreasonable; were not supported by sufficient and appropriate documentation; or were otherwise made in a manner inconsistent with or in violation of the terms, conditions, or requirements of this Agreement, the NOFA, or any Applicable Laws, Grantee shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred and Grantee shall immediately return to the Agency funds subject to this Repayment Obligation. This remedy is in addition to and not to the exclusion of any other remedies available to the Agency under this Agreement, at law, in equity, or otherwise.
- 4.7. *Set-off Against Sums Owed by Grantee.* In the event Grantee owes the Agency or any other governmental entity of the State of Iowa any sum under this Agreement, or any other agreement, pursuant to a judgment, or pursuant to any law, rule, or order, the Agency or its designee may set off such sum against any sum invoiced or claim for payment made to the Agency or any other governmental entity to the State of Iowa issued or made by Grantee. In addition, any amounts due the Agency as damages may be deducted by the Agency from any money or sum payable by the Agency to Grantee pursuant to this Agreement or any other agreement between Grantee and the Agency.
- 4.8. *Erroneous Payments and Credits.* Grantee shall promptly pay or refund to the Agency the full amount of any overpayment, erroneous payment, or unallowable expense within 10 business days after either discovery by the Grantee or notification by the Agency of the overpayment, erroneous payment, or unallowable expense. In the event Grantee fails to timely pay or refund any amounts due the Agency under this Section (Erroneous Payments and Credits), the Agency will charge interest of one percent per month compounded on the outstanding balance each month after the date the payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Agency may, in its sole discretion, elect to have Grantee apply any amounts due to the Agency under this Section (Erroneous Payments and Credits) against any amounts payable by the Agency under this Agreement or any other agreement between the Agency and Grantee.
- 4.9. *Reimbursable Expenses.* With the exception of Allowable Expenditures or other reimbursable expenses or costs expressly contemplated hereunder, there shall be no other reimbursable expenses associated with this Agreement. Except for expenditures that constitute Allowable Expenditures or other reimbursable expenses or costs expressly contemplated hereunder, Grantee shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Grantee.

## 5. Default and Termination.

- 5.1. *Termination for Cause by the Agency.* The Agency may terminate this Agreement upon written notice of Grantee's breach of any material term of the Agreement if the breach is not cured within the time period specified in the Agency's notice of breach. In addition, the Agency may terminate this Agreement without advance notice if:
  - 5.1.1. Grantee makes false statements in connection with the Agreement,
  - 5.1.2. Grantee, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,
  - 5.1.3. Grantee takes any steps, as determined in the Agency's discretion, towards dissolution or suspension of business,
  - 5.1.4. Grantee's authority to do business here or elsewhere is threatened or lost,
  - 5.1.5. Grantee has failed to comply with Applicable Laws when performing pursuant to the Agreement,
  - 5.1.6. Grantee's ability to perform is materially impacted by third-party claims of intellectual property violations by Grantee, or
  - 5.1.7. Grantee's actions may expose the Agency to material liability.



Grantee shall notify the Agency of any events that could give rise to the Agency's right to terminate for cause.

- 5.2. *Remedies for Breach of Contract.* In addition to and not to the exclusion of any remedies available at law, Grantee's breach of this Agreement may result in one or all of the following remedies:
  - 5.2.1. Grantee will forfeit funds awarded pursuant to this Agreement, including denial for reimbursement for any expenditures related to the project;
  - 5.2.2. Grantee will be ineligible for future grant awards offered by or through the State;
  - 5.2.3. Grantee will be subject to other sanctions as provided by Applicable Laws;
  - 5.2.4. Grantee may be subject to debarment or suspension under Iowa statutory or administrative law;
  - 5.2.5. Limitation of the state payment obligation to the extent that Grantee fails to serve all Eligible Service Locations in the Project Area so that the Agency can contract with a third party to build out the service to the orphaned locations.
- 5.3. *Termination Due to Lack of Funds or Change in Law.* Notwithstanding anything in this Agreement to the contrary, the Agency may terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice if:
  - 5.3.1. the Agency determines that it has not been appropriated sufficient funds or funds have been reduced, unallocated, or delayed such that the Agency cannot, in the Agency's sole discretion, meet its obligations,
  - 5.3.2. the Agency's authority has been withdrawn or materially altered, or its duties, programs or responsibilities are modified or materially altered, or
  - 5.3.3. there is a judicial decision that materially or adversely affects the Agency's ability to fulfill obligations under this Agreement.
- 5.4. *Limitation of Payment Obligations.* If the Agency terminates this Agreement for cause, the Agency retains the right to contest amounts that remain unpaid as of the date of termination. In all other termination contexts, the Agency will pay those amounts due for aspects of a Project the Agency has verified as complete in accordance with the terms and conditions of this Agreement and for which the Agency is obligated to pay up to the date of termination to the extent that funds to make these payments are legally available. Payment is contingent on submission and acceptance of invoices for sums due. Under no circumstances will the Agency be liable for sums not expressly owed under the terms of the Agreement.
- 5.5. *Grantee's duties upon termination.* Upon request of the Agency, Grantee shall, within any time periods or deadlines specified by the Agency:
  - 5.5.1. Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within 30 days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Agency may require;
  - 5.5.2. Perform any and all remaining requirements, duties, or obligations as may be required by the federal government or State of Iowa;
  - 5.5.3. Notwithstanding any provision in this Agreement to the contrary, refund to the Agency, within 15 days of the effective date of any termination of this Agreement for any reason, any prepaid or advance fees, funds, or other amounts paid by the Agency that:
    - 5.5.3.1. Pertain to any yet to be completed aspect of any Project(s); or
    - 5.5.3.2. Are required to be returned to the Agency under any of the circumstances specified in Section 4.6 (Repayment Obligation).
- 5.6. *Termination for Convenience.* The Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Termination for convenience may be for any reason or no reason at all.
- 5.7. *Termination for Cause by Grantee.* Grantee may only terminate this Agreement upon written notice of the breach by the Agency of any material term, condition, or provision of this Agreement, if such breach is not cured within 60 days of the Agency's receipt of Grantee's written notice of breach.
- 5.8. *Survival.* Expiration or termination of this Agreement will not release Grantee from any duties, liabilities, or obligations set forth in this Agreement that remain to be performed or by their nature would be intended to be applicable following any such expiration or termination, or that the Parties have expressly agreed in writing survive any such expiration or termination, including the following Sections and associated subsections:
  - 5.8.1. Section 3.5 (Performance Testing);
  - 5.8.2. Section 4 (Payment Timing and Procedures);
  - 5.8.3. Section 5.2 (Remedies for Breach of Contract);
  - 5.8.4. Section 5.4 (Limitation of Payment Obligation);
  - 5.8.5. Section 6 (Indemnification);

- 5.8.6. Section 7 (Representations, Warranties, and Covenants);
- 5.8.7. Section 8 (Publicity);
- 5.8.8. Section 9 (Confidentiality);
- 5.8.9. Section 10 (General Provisions); and
- 5.8.10. Attachment B (Federal Funding–Required Provisions), attached hereto.

5.9. The Agency’s right to terminate this Agreement pursuant to this Section shall be in addition to and not exclusive of any other remedies available to the Agency or the State of Iowa, and the Agency or the State of Iowa shall be entitled to exercise any other rights and pursue any other remedies available under this Agreement, in law, at equity, or otherwise.

### 6. Indemnification.

6.1. *Generally*. Grantee shall indemnify and hold harmless the Agency and the State of Iowa and their employees, officers, or representatives (“**Indemnitees**”) from and against any claims, legal actions, judgments, penalties, recoupments, or other costs, including costs of counsel, in any way arising out of Grantee’s performance or attempted performance under this Agreement. Grantee’s indemnification obligations survive termination of this Agreement.

### 7. Representations, Warranties, and Covenants.

7.1. Grantee represents and warrants that it is fully aware of the terms, conditions, and requirements of this Agreement, the NOFA, and Applicable Laws, and intended outcomes of any Project(s) to be delivered hereunder, and that any such Project(s) shall satisfy such requirements in all material respects and are fit for such intended purposes and uses.

7.2. Grantee represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Project(s) required hereunder or will obtain all such rights, permits, permissions, licenses and authority in a timely manner so as not to delay any Project(s).

7.3. Grantee represents, warrants, and covenants that all Projects(s) be performed or provided under this Agreement shall be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms of this Agreement and the highest standards of performance applicable to service providers in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Agreement, the Parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Grantee of any aspects of any Project(s) performed in violation of this standard, Grantee shall re-perform the relevant aspects of the Project(s) at no additional cost to the Agency or impacted consumers, such that the Project(s) are rendered in the above-specified manner, or if the Grantee is unable to perform the Project(s) as warranted, Grantee shall reimburse the Agency any fees or compensation paid to Grantee for the unsatisfactory performance.

7.4. Grantee represents, warrants, and covenants that it is knowledgeable about, and shall comply with, all Applicable Laws in connection with its performance of this Agreement and with all terms, conditions, requirements, and assurances, made directly or implicitly, set forth or made by Grantee in or under this Agreement, the NOFA, the Application, and Applicable Laws.

7.5. Grantee represents, warrants, and covenants that the Project(s) will at all times meet, conform to and comply with: (1) this Agreement; (2) any and all representations or assurance made, directly or implicitly, in the Application; and (3) Applicable Laws.

7.6. Grantee represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State or any department, agency, Agency, or any other governmental entity, unit, or subdivision thereof, including but not limited to the payment of taxes and employee benefits. Grantee represents that its accounting system is adequate to comply with this Agreement.

7.7. Grantee represents, warrants, covenants, and promises that Grantee, Grantee Contractors, and Grantee Personnel have complied with and will continue to comply with, that the Project(s) as implemented will comply with, and that the use or expenditure of any funds paid hereunder will comply with any and all Applicable Laws, both generally and in connection with the performance of this Agreement, including the following:

7.7.1. Those prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including Iowa Code chapter 216 and section 19B.7 and the rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the State’s written request, Grantee shall submit to the State a copy of its affirmative action plan, containing goals, time specifications, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121.

7.7.2. Those pertaining to any permitting and licensure requirements in carrying out the work performed under this Agreement.

7.7.3. Those relating to prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.

7.7.4. Relevant provisions of the IIA and related federal regulatory guidance.

Grantee shall take such steps as necessary to ensure Grantee Contractors and Grantee Personnel are bound by the terms and conditions contained in this Section. Notwithstanding anything in this Agreement to the contrary, Grantee, Grantee Contractors, and Grantee Personnel's failure to fulfill any requirements set forth in this Section shall be regarded as a material breach of this Agreement and the Agency may cancel, terminate, or suspend, in whole or in part, this Agreement without penalty or legal liability. In addition, the Agency or its designee may declare Grantee ineligible for future State contracts in accordance with authorized procedures or Grantee may be subject to other sanctions as provided by law, rule, or order.

7.8. All representations, warranties, and covenants made by Grantee in this Agreement, whether or not this Agreement specifically denominates Grantee's promise as a warranty or whether the warranty is created only by Grantee's affirmation or promise, or is created by a description of the Project(s) or related outcomes to be provided or that will result, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand those warranties. Grantee's warranties provided in this Section 7 are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Agency, the State of Iowa, and any and all consumers intended to benefit from such warranties, this Agreement, or the Project(s) resulting herefrom.

**8. Publicity.** The Grantee shall, when issuing statements, press releases, or any marketing or promotional materials describing the Project(s), ensure such materials or communications clearly state: a) the percentage of the total cost of the Project(s) which was or will be financed with federal or state funds; and b) the dollar amount of federal or state funds for the Project(s). Any publication (written, visual, or sound) shall contain the following statements:

“This project was supported by federal funds made available through the Broadband Equity and Deployment program of the Infrastructure Investment and Jobs Act of 2021 and the State of Iowa, acting by and through the Department of Management, Division of Information Technology (DOM-DoIT). Points of view expressed herein are those of the author or speaker and do not necessarily represent the official position or policies of the United States Government or State of Iowa or endorsement of the project.”

In addition, during the Term and at all times after the termination or expiration of this Agreement, Grantee, Grantee Contractors, and Grantee Personnel shall not make any media release or other public announcement related to the Project(s) without the Agency's prior written notification and opportunity for participation/involvement. Except as otherwise required herein, Grantee, Grantee Contractors, and Grantee Personnel shall acquire no right to use, and shall not use, without DOM-DoIT's or the State of Iowa's prior written consent, the terms or existence of this Agreement, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the Agency or the State of Iowa, its related entities, employees, assigns, successors or licensees: (a) in any advertising, publicity, press release, customer list, presentation or promotion; or (b) to express or imply any endorsement of the Project(s).

**9. Confidentiality.**

9.1. “Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that constitutes Personal Information (Iowa Code § 715C.1(11)), the Agency's security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency's network or systems, and information about the Agency's current or future competitive procurements, including the evaluation process prior to the formal announcement of results. Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving

Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

- 9.2. In the event the Agency receives a request for information marked confidential and the Agency is unable to definitively determine that the information is not subject to disclosure under Applicable Law, the Agency will give written notice to the Grantee 72 hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code §§ 22.5 or 22.8. The Grantee's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Grantee may have had.
- 9.3. The Grantee's employees, agents, and subcontractors may have access to Confidential Information maintained by the State to the extent necessary to carry out its responsibilities under the Agreement. The Grantee shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by the State. No Confidential Information collected, maintained, or used in the course of performance of the Agreement by Grantee shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Agreement or thereafter. Any data supplied to or created by the Grantee shall be considered the property of the State. The Grantee must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of the State. In the event that a subpoena or other legal process is served upon the Grantee for records containing Confidential Information, the Grantee shall promptly notify the State and cooperate with the State or the State in any lawful effort to protect the Confidential Information. The Grantee shall immediately report to the State any unauthorized disclosure of Confidential Information.

### 10. General Provisions.

#### 10.1. *Monitoring, Review, and Status.*

10.1.1. **Monitoring and Review.** In addition to any other terms and conditions hereunder of or related to auditing, verifying, or ensuring Grantee's compliance with the terms, conditions, requirements, or limitations of this Agreement, the Agency will monitor and review Grantee's performance under this Agreement to ensure compliance with this Agreement, including Applicable Laws. Such review and monitoring shall include the Agency's assessment of any claims or invoices and any reports furnished by Grantee pursuant to this Agreement. The Agency reserves the right to monitor Grantee performance through site visits, reports, or other means deemed necessary by the Agency. The Grantee agrees that the Agency may conduct during regular business hours site visits to review contract compliance, assess management controls, and assess relevant services and activities. Grantee agrees to ensure the cooperation of Grantee Personnel in such efforts and to provide to the Agency all information requested by the Agency in the manner determined by the Agency; this includes allowing the Agency to inspect Grantee or Grantee Contractor's facilities and books and records in order to monitor and evaluate performance of this Agreement. Following each site visit or review of requested information, the Agency may submit a written report to the Grantee that identifies the Agency's findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested. The corrective action plan shall be submitted to the Agency for approval within the timelines outlined in the written report. The Grantee shall implement the plan after it is approved by the Agency. Failure to do so may result in suspension or termination of the Agreement, without penalty or liability to the Agency. Grantee shall not impose any charge or fee in connection with any review or monitoring conducted by the Agency hereunder.

10.1.2. **Status Reports.** Grantee shall provide ongoing status reports ("Status Reports") to the Agency at least quarterly and meet with the Agency about the status of the Project(s). Such meetings may include a conference call or an in person meeting ("**Status Meeting**") or submission to the Agency of a report ("**Status Report**") regarding: (a) an overview and status of the Project(s); (b) issues encountered and being resolved; (c) updates on the timing of Project completion including timely completion of milestones as listed in the Project plan, and (d) any other information that the Agency may reasonably request. Grantee must also comply with any reporting requirements found in 2 C.F.R. Part 200, as well as any additional reporting instructions provided by NTIA in connection with the award, including details on the content and format as directed by NTIA under the ACCESS BROADBAND Act, 47 USC § 1307, and Infrastructure Act § 60105.

10.1.3. The requirements of this Section shall apply to Grantee, Grantee Contractors, and any subgrantees or subrecipients, and Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.

- 10.1.4. Any and all of the rights granted to the Agency by this Section or otherwise referred to in this Section, or duties or obligations of Grantee under this Section or otherwise referred to in this Section, may be exercised or invoked by the Agency or any other entity designated by the Agency, including contractors hired by the Agency for such purpose or the United States government.
- 10.2. *Record Retention/Access to Records.* Grantee shall maintain accurate, current, and complete books, documents and records that sufficiently and properly document Grantee's performance under this Agreement, and identify the source and application of funds received or used under this Agreement. Such records must document all fees and other amounts charged under this Agreement, and all expenditures and third-party reimbursements. Grantee shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its business and the Project(s). Grantee shall maintain and make available all books, documents and records for a period of at least five years following the later of the date of final payment, termination, or expiration of this Agreement, or the completion of any required audit, or for a longer period if required by Applicable Law. If any litigation, claim, negotiation, audit or other action involving Grantee's books, documents and records has commenced or is likely to commence before the expiration of the required retention period, Grantee must retain the records beyond the required retention period until completion of the action and resolution of all issues which arise from it. Grantee shall permit the Agency, the Auditor of the State of Iowa, or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, and records, electronic or optically stored and created records or other records of Grantee relating directly or indirectly to Grantee's performance under this Agreement, wherever located. At the request of the Agency, Grantee shall deliver and provide, at no charge, complete copies of such books, documents and records to the Agency or its designee in such formats and within such time period as may be specified by the Agency in its request. Grantee shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit, examination or delivery of such books, documents and records. Based on the audit findings, the Agency reserves the right to address Grantee's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Agreement require compliance with Applicable Laws addressing proper use of government funds, Grantee shall comply with these additional records retention and access requirements:
- 10.2.1. Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Agreement require matching funds, cash contributions made by Grantee and third party in-kind (property or service) contributions must be verifiable from Grantee's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.
- 10.2.2. Grantee shall maintain accounting records supported by source documentation that may include but are not limited to canceled checks, paid bills, payroll, time and attendance records, and contract award documents.
- 10.2.3. Grantee, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.
- The requirements of this Section shall apply to the Grantee, Grantee Contractors, and any subgrantees or subrecipients, and Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.
- 10.3. *Reimbursement of Audit Costs.* If the Auditor of the State of Iowa or a federal entity notifies the Agency of an issue or finding involving the Grantee's compliance with or violation of Applicable Laws or the terms, conditions, requirements, or limitations of this Agreement governing Grantee's use of funds distributed under this Agreement, Grantee shall bear the cost of the Auditor's review or other similar review and any subsequent assistance provided by the Auditor or federal entity to determine compliance or address or remediate noncompliance. Grantee shall reimburse the Agency for any costs the Agency pays to the Auditor or federal entity for such review or audit.
- 10.4. *Independent Contractor Status.* Grantee shall at all times be deemed an independent contractor. Grantee, its employees, agents, and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any state agency simply by virtue of work performed pursuant to this Agreement. Grantee shall be responsible for all its withholding taxes, social security, unemployment, worker's compensation and other taxes and shall hold the Agency harmless for any claims for same. If Grantee is a non-profit organization or affiliated with a government organization, the Grantee shall file all required state and federal reports to maintain such status.

- 10.5. *Not a Joint Venture.* Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.
- 10.6. *Obligations of Joint Entities.* If Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default with respect to such activities and obligations.
- 10.7. *Assignment and Delegation.* This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other Party, except that the Agency may assign, transfer, or convey this Agreement, in whole or in part, to any governmental entity that succeeds its duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Agency. Grantee agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Grantee or any affiliate thereof without the prior written consent of the Agency. Grantee further agrees that it may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to Grantee under this Agreement.
- 10.8. *Use of Third Parties.* Subject to Applicable Laws, Grantee may enter into contracts or subcontracts for the provision or delivery of services related to the Project(s), but Grantee will remain responsible for all Deliverables provided under this Agreement. All restrictions, obligations, and responsibilities of the Grantee under this Agreement shall also apply to the subcontractors and the Grantee shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- 10.9. *Procurement.* Grantee shall develop and adhere to procurement procedures that comply with all Applicable Laws. Grantee shall have and maintain written policies and adhere to procurement procedures that ensure fair, open, and objective competition and that comply with all Applicable Laws. Fair, open, and objective competition, free of fraud, favoritism, or abuse, or the appearance thereof, resulting from arms-length-transactions, is required unless specific advanced approval is obtained from the Agency to use a noncompetitive approach in contracting for any good or service. All contracts for goods or services, or subcontracts entered into by Grantee in the performance of this Agreement, shall be the result of a competitive process and arm's length transactions and shall not be the result of family, business, or other personal ties or interests that are or could be perceived to be a conflict of interest or the result thereof.
- 10.10. *Third Party Beneficiaries.* There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the Agency, the State of Iowa, the federal government, and Grantee.
- 10.11. *Time is of the Essence.* Time is of the essence with respect to Grantee's performance of its obligations under this Agreement.
- 10.12. *Legally Available Funds.* All payments under this Agreement are subject to the Agency's receipt of sufficient funds. Any termination, reduction or delay of available funds to the Agency may, at the Agency's sole discretion, result in the termination, reduction, or delay of the distribution of funds to Grantee under this Agreement.
- 10.13. *Cumulative Rights.* The various rights, powers, options, elections, and remedies of the Agency and the State provided for in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities available at law, in equity, or otherwise, and shall in no way affect or impair the right of the Agency or the State of Iowa to pursue any other contractual, equitable, or legal remedy to which they may be entitled. The election by the Agency or the State of Iowa of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
- 10.14. *Choice of Law, Forum, and Dispute Resolution.* This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. The exclusive jurisdiction for any and all litigation related to this Agreement shall be the state or federal courts sitting in Polk County, Iowa. Any litigation between the parties related to this Agreement shall be brought and maintained in the courts sitting in Polk County, Iowa. Grantee waives any objection to such jurisdiction based on forum non conveniens or otherwise. Grantee irrevocably consents to service of process by certified or registered mail addressed to Grantee's Agent identified in the CD&E.
- 10.15. *Notices.* Any legal notices required by the Agreement shall be given in writing by registered or certified mail with proof of receipt, or overnight delivery, which shall be addressed to each party's Notice Address. From time to time, the parties may change the name and address of a party designated in the Notice Address. Such changes shall be in writing to the other party. Notices shall be deemed to have been provided at the time it is actually received in the case of hand delivery; within one day in the case of overnight delivery; or within five days after it is deposited in the U.S. Mail.

- 10.16. *Integration.* This Agreement represents the entire agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included or incorporated into this Agreement. Grantee acknowledges that it has thoroughly read this Agreement and all related terms and conditions, including any attached or incorporated schedules, exhibits, and other like documents, and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept the same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Agency or the State of Iowa on the basis of draftsmanship or preparation thereof.
- 10.17. *Amendments.* This Agreement may be amended, modified, or replaced from time to time by mutual consent of the Agency and Grantee. Both Parties must execute all amendments to this Agreement in writing. This Agreement may not be amended by informal means, such as exchange of correspondence, or through language included on transactional documents.
- 10.18. *Severability.* If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 10.19. *Headings and Captions.* The section headings or captions used in this Agreement are for identification purposes only and are non-substantive.
- 10.20. *Multiple Counterparts and Electronic Signatures.* This Agreement, any amendments hereto, or any related instruments, attachments, exhibits, or addenda executed separately in connection with this Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all Parties. Each copy of such document(s) so executed shall constitute an original. The parties consent to the use of electronic signatures for execution of this Agreement, and any such electronic signatures shall be deemed original signatures.
- 10.21. *Material Breaches.* References in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.
- 10.22. *Taxes.* Grantee shall be responsible for paying any taxes (including sales taxes, excise taxes, use taxes, income taxes or property taxes) incurred by Grantee in the performance of this Agreement.
- 10.23. *Certification Regarding Sales and Use Tax.* By executing this Agreement, Grantee certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(47) and (48).
- 10.24. *Tobacco Free Environment.* Grantee agrees that it will not allow smoking or tobacco use within any portion of any indoor facility it leases, rents, or owns, and over which it has the authority to establish policy. Grantee agrees that it shall comply with Iowa’s Smokefree Air Act, contained at Iowa Code chapter 142D.
- 10.25. *Exclusivity.* This Agreement is not exclusive, and the Agency or the State of Iowa may enter into other Agreements with third parties for the provision of similar services.
- 10.26. *Sovereign Immunity.* Notwithstanding anything in this Agreement to the contrary, neither the Agency nor the State of Iowa waives any immunity defenses (including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise) or any other defenses available to either by entering into this Agreement, and specifically retains and reserves all immunity defenses.
- 10.27. *Attorney’s Fees and Expenses.* If Vendor defaults or is found to be in breach of its obligations under this Agreement by a court or tribunal of competent jurisdiction or if the Vendor fails to successfully defend against any legal action arising out of or relating to this Agreement, the Vendor shall be liable for and shall promptly reimburse the Agency for all reasonable attorney’s fees, court costs, and any other related expenses incurred by the Agency in enforcing its rights or remedies under this Agreement.
- 10.28. *Conflicts of Interest.* Grantee represents, warrants, and covenants that no relationship exists or will exist during the term of the Agreement between Grantee, Grantee Contractors, or Grantee Personnel and the Agency or the State of Iowa that is or may constitute a conflict of interest or the appearance of impropriety. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement, and Grantee, Grantee Contractors, and Grantee Personnel shall not engage in any conduct or permit any third party from engaging in any conduct that would violate that chapter.
- 10.29. *Brokering Certification.* Grantee certifies that no person representing the Agency, nor any external entity or person, has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- 10.30. *Report Misuses of Funds.* Grantee must promptly refer to the Agency any credible evidence that a principal, employee, agent, contractor, subgrantee or subrecipient, subcontractor, or other person has either: 1) submitted a

- false claim for grant funds as that term is used under any false claims act or other similar law, whether state or federal; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any Grantee Contractor for the Project(s) hereunder.
- 10.31. *Restrictions and certifications regarding non-disclosure agreements and related matters.* Grantee may not require any Grantee Contractor or Grantee Personnel to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the Agency or an investigative or law enforcement representative of a federal or state department or agency authorized to receive such information. Grantee represents that it neither requires nor has required internal confidentiality agreements or statements from Grantee Contractors or Grantee Personnel that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) such Grantee Contractors or Grantee Personnel from reporting waste, fraud, or abuse as described above.
- 10.32. *Certification Regarding Iowa Code Chapter 8F.* If Grantee is or becomes subject to Iowa Code chapter 8F during the entire term of this Agreement, including any extensions or renewals thereof, Grantee shall comply with the following:
- 10.32.1. Grantee shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.
- 10.32.2. Grantee will provide the information described in this section to the Agency or the Legislative Services Agency upon request. Grantee shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.
- 10.32.3. Pursuant to Iowa Code § 8F.4, Grantee shall file an annual report with the Agency and the Legislative Services Agency within 10 months following the end of Grantee's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:
- 10.32.3.1. Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Agreement. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.
- 10.32.3.2. Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.
- 10.32.3.3. Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of Grantee covering the preceding year.
- 10.32.3.4. Corrective action taken or planned by Grantee in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.
- 10.32.3.5. Any changes in the information submitted in accordance with Iowa Code § 8F.
- 10.32.3.6. A certification signed by an Agency and director, two directors, or the sole proprietor of Grantee, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.
- 10.32.4. This Section shall apply to Grantee and Grantee Contractors. Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in the performance of the Agreement to certify, agree to, and be subject to and bound by each of the following certifications.
- 10.33. *Authorization.* Grantee represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- 10.34. *Force Majeure.* Neither Party shall be in default under this Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of Grantee or Grantee Contractors; claims or court orders that restrict Grantee's or Grantee Contractor's ability to perform or deliver the services contemplated by this Agreement; strikes; labor unrest; Covid-19, pandemics, epidemics or any other outbreak or event causing illness or disease or resulting in a state of emergency



or disaster declared by either the State of Iowa or the United States of America; any impacts to any Grantee Contractor's, Grantee Personnel, or Grantee's supply chain caused in whole or in part by any pandemic, epidemic or outbreak, illness or disease. If delay results from a Grantee Contractor's conduct, negligence or failure to perform, Grantee shall not be excused from compliance with the duties and obligations of Grantee hereunder unless the Grantee Contractor is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents Grantee's performance, Grantee shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The Party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other Party of the occurrence and reason for the delay. The Parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events.

- 10.35. *Contingent Awards.* If at the time an Award is made the Agency's determination of whether any geographic area forming the basis of a proposed Project(s), in whole or in part, or any Project(s) itself, in whole or in part, is eligible to receive funding under the Program is currently subject to challenge, or the Agency's administration of the Award process resulting in the Award forming the basis of this Agreement is subject to challenge, including any subsequent judicial review or appeal from any administrative challenge process, the Agency may proceed to enter into this Agreement the Grantee. Notwithstanding the foregoing or anything in this Agreement to the contrary, the aspect(s) of the Agency's Award(s) that is subject to such challenge at the time of the execution of this Agreement shall be valid and enforceable only to the extent the Agency's original determination or Award, as applicable, is ultimately upheld at the end of the entire appeals and contested case process once final, including judicial review and any subsequent appeal therefrom. If a geographic area or a Project(s) itself is ultimately determined to not be eligible, in whole or in part, or a portion of an Award is later deemed invalid, in whole or in part: the Grantee shall not be entitled to any grant funds or reimbursement to the extent of any such non eligibility or invalidity; the Agency may require the Grantee to amend the Agreement to reflect such result; and the Grantee will be required to reimburse the Agency for any corresponding funds previously distributed by the Agency.

## Attachment B – Federal Funding - Required Provisions

### Overview and Scope

1. **Overview.** This Attachment B sets forth the additional federal funding requirements applicable to a grant of funds under Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021) (“IIJA”). The “Grantee” and the “Agency” for purposes of this Attachment B means the parties identified on the CD&E, each party may also be referred to herein individually as a “Party” or collectively as the “Parties.” References in this Attachment B to the “Agreement” mean the Grant Agreement Number identified on the CD&E. Capitalized terms not defined herein shall have the meanings provided in the NOFA or Applicable Law.
2. **IIJA Requirements.** IIJA requirements are incorporated by reference as if fully set forth herein and are deemed to be contractual obligations of Grantee. The BEAD Guidance and related Frequently Asked Questions clarify and provide guidance as to the applicable C.F.R. provisions relating to internal controls, subrecipient monitoring and management, and audit requirements that apply to the Agency and thereby sub awardees or contractors receiving such funds through this NOFA. These requirements are therefore considered legally binding and enforceable under this NOFA. The Agency reserves the right to pursue any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, or recoupment as may be necessary to ensure compliance with IIJA requirements. Grantee’s obligations in regard to IIJA requirements include but are not necessarily limited to:
  - 2.1. The IIJA;
  - 2.2. All BEAD guidance, including any updates or changes thereto (“**BEAD Guidance**”), available at: <https://www.internetforall.gov/program/broadband-equity-access-and-deployment-bead-program>
  - 2.3. Applicable provisions of Federal Uniform Guidance (2 C.F.R. part 200) applicable to subrecipients receiving a fixed amount subaward.
  - 2.4. Any other specific grant award requirements set forth in any grant agreement or other similar document between the State of Iowa and federal government governing the use of IIJA funds or applicable to Projects receiving IIJA funds.
3. **Letters of Credit/Performance Bonds.**
  - 3.1. **Standard Letter of Credit Obligation.** Prior to entering into this Agreement, Grantee shall obtain an irrevocable standby letter of credit, which shall be acceptable in all respects to the Agency and in a value of no less than 25 percent of the Grant amount. The Agency may adopt rules under which Grantee may obtain a new letter of credit or renew its existing letter of credit so that it is valued at a lesser amount than originally required by the Agency upon verification that the Grantee has met optional or required service milestones. In no event, however, shall the letter of credit have a value of less than 25 percent of the subaward amount.
  - 3.2. **Exceptions to the Standard Letter of Credit Obligations.** The Agency has decided to utilize the BEAD Letter of Credit Waiver guidance issued by NTIA and to also offer applicants additional options to meet the financial requirements of the BEAD program.
    - 3.2.1. **Grantee Option to Use Credit Unions.** The requirements of 47 C.F.R. § 54.804(c)(2) related to bank eligibility is waived where the Grantee otherwise meets the letter of credit requirement using any United States credit union that is insured by the National Credit Union Administration; and has a credit union safety rating issued by Weiss of B– or better.
    - 3.2.2. **Grantee Option to Use Performance Bonds.** Grantee may meet the bonding obligations under this Grant agreement by:
      - 3.2.2.1. First, submitting a letter during the application process from a company holding a certificate of authority as an acceptable surety on federal bonds as identified in the Department of Treasury Circular 570 committing to issue a performance bond to the prospective subgrantee. The letter shall at a minimum provide the dollar amount of the performance bond.
      - 3.2.2.2. Second, before entering into this Agreement, Grantee must obtain a performance bond, acceptable in all respects to the Agency and consistent with the obligations of BEAD and in a value of no less than 100 percent of the Grant amount. If Grantee chooses the performance bond option, Grantee need not submit a legal counsel opinion letter concerning bankruptcy proceedings treatment of a letter of credit.
    - 3.2.3. **Reduction of Letter of Credit/Performance Bonds Upon Completion of Milestones.** If Grantee elects to provide a letter of credit consistent with BEAD obligations of 25% of the Grant amount, Grantee may elect to new letter of credit in a reduced amount upon achievement of specific deployment milestones that are publicly specified by the Agency and applicable to all subgrantees that are subject to the letter of credit requirement. If Grantee chooses to utilize a performance bond in lieu of a letter of credit, the Agency will

also have the option to reduce the amount of the performance bond by a commensurate amount as Grantee meets the same service milestones.

- 3.2.4. **Subgrantee Option for Alternative Initial LOC or Performance Bond Percentage.** Grantee may opt to receive funding on a reimbursable basis consistent with Section IV.C.1.b of the NOFO, thereby agreeing to receive reimbursement at least every six months. Exercising this reimbursement option will allow Grantee to lower the letter of credit or performance bond amount to 10% of the Grant amount until Grantee has demonstrated to the satisfaction of the Agency that it has completed the buildout of 100 percent of locations to be served by the Project or until the period of performance of the Grant has ended, whichever occurs first.

4. **Matching Funds Obligations and Restrictions.** Funds awarded through this Grant Agreement are contingent on Grantee fully complying with the terms of this Grant Agreement and documenting the expenditure of matching funds consistent with all program requirements. Under the BEAD program, Grantee must document the expenditure of a minimum of 25% of qualifying matching funds related to the Project, although that percentage may be higher based on Grantee's Application and other terms of the award.<sup>7</sup> Except as expressly provided for in the Infrastructure Act, funds from other Federal programs (including funds from the Commission's Universal Service Fund programs) may not be used as matching funds. IJA expressly provides that matching funds for the BEAD Program may come from a federal regional commission or authority and from funds that were provided to the State of Iowa or Grantee for the purpose of deploying broadband service under the Families First Coronavirus Response Act (Public Law 116-127; 134 Stat. 178); the CARES Act (Public Law 116-136; 134 Stat. 281), the Consolidated Appropriations Act, 2021 (Public Law 116-260; 134 Stat. 1182); or the American Rescue Plan Act of 2021 (Public Law 117-2; 135 Stat. 4), to the extent permitted by those laws.<sup>8</sup>

5. **Cybersecurity Risk Management Plan.** Grantee shall comply with the cybersecurity risk management requirements of the BEAD program and shall at all times:

- 5.1 Have a cybersecurity risk management plan in place that is either:
  - 5.1.1 operational, if Grantee is providing service prior to the award of the grant; or
  - 5.1.2 ready to be operationalized upon providing service, if Grantee is not yet providing service;
- 5.2 The cybersecurity risk management plan reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;
- 5.3 Grantee will reevaluate and update the cybersecurity risk management plan on a periodic basis and as events warrant; and
- 5.4 The cybersecurity risk management plan will be submitted to the Agency before any allocation of funds pursuant to this Agreement.

If Grantee makes any substantive changes to the cybersecurity risk management plan, a new version will be submitted to the Agency within 30 days. No funds under this Agreement will be allocated to Grantee until the cybersecurity risk management plan has been provided to and accepted by the Agency.

6. **Supply Chain Risk Management Plan.** Grantee shall comply with the supply chain risk management requirements of the BEAD program and shall at all times:

- 6.1. Have a SCRM plan in place that is either:
  - 6.1.1. operational, if Grantee is already providing service at the time of the execution of this Agreement; or
  - 6.1.2. ready to be operationalized, if Grantee is not yet providing service;
- 6.2. The SCRM plan must be based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;
- 6.3. Grantee must reevaluate and update the SCRM plan on a periodic basis and as events warrant; and
- 6.4. The SCRM plan will be submitted to the Agency prior to the allocation of funds. If the Grantee makes any substantive changes to the SCRM plan, Grantee shall submit a new version to the Agency within 30 days. The Agency must provide a subgrantee's plan to NTIA upon NTIA's request.

No funds under this Agreement will be allocated to Grantee until the SCRM plan has been provided to and accepted by the Agency.

<sup>7</sup> See Executive Summary Section L. of BEAD NOFO

<sup>8</sup> See Section III.B.3. of BEAD NOFO

7. **Reporting of Fraud, Waste and Abuse.**<sup>9</sup> Grantee shall publicize telephone numbers and email addresses for the purposes of reporting fraud, waste, and abuse related to this Agreement. In the absence of additional contact information being provided by the Agency, Grantee shall widely publicize the telephone numbers and email addresses for the Agency of Inspector General of the U.S. Department of Commerce, available at <https://www.oig.doc.gov/Pages/Hotline.aspx>. Grantee shall produce copies of materials used for such purposes upon request by the Agency or representatives of the federal government.
8. **Whistleblower Protection.**<sup>10</sup> Grantee and its employees working under this Agreement will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712. An employee of Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of: gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority (i.e., an arbitrary and capricious exercise of authority that is inconsistent with the mission of NTIA or the U.S. Department of Commerce or the successful performance of a contract or grant awarded by NTIA or the Department) relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of a law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Grantee shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described here and at <https://www.oig.doc.gov/Pages/Whistleblower-Protection-Program.aspx>.
9. **Enforcement Actions.**<sup>11</sup> The federal government or the State of Iowa will take enforcement action against Grantee as necessary and appropriate:
  - 9.1. A grantee that fails to comply with any requirement under Section 60102 of the Infrastructure Act, this Agreement, or the BEAD NOFO shall be required to return up to the entire amount of the Grant Agreement to the Agency, at the discretion of the Agency or the Assistant Secretary of the U.S. Department of Commerce.
  - 9.2. If a grantee fails to comply with the low-cost broadband service option requirement set out in Section 60102(h)(4)(B) of the Infrastructure Act, the Assistant Secretary of the U.S. Department of Commerce may take corrective action, including recoupment of funds from the grantee.
  - 9.3. NTIA and the State of Iowa may also enforce applicable rules and laws by imposing penalties for nonperformance, failure to meet statutory obligations, or wasteful, fraudulent, or abusive expenditure of grant funds. Such penalties include, but are not limited to, imposition of additional award conditions, payment suspension, award suspension, grant termination, de-obligation/clawback of funds, and debarment of organizations and/or personnel.

To the extent that the Assistant Secretary or the Inspector General of the Commerce Department determines that the State of Iowa or Grantee has expended grant funds received under the BEAD Program in violation of the requirements set forth in Section 60102 of the Infrastructure Act, 2 C.F.R. Part 200, the terms and conditions of the award to the State of Iowa, or other applicable law, the Assistant Secretary shall, if appropriate, recover the amount of funds that were so expended.<sup>12</sup>
10. **Ownership & Federal Interest Period.**<sup>13</sup>
  - 10.1. The federal government's interest in BEAD broadband infrastructure built pursuant to this Agreement will last until December 31, 2034 (the "Federal Interest Period"). Title to real property or equipment acquired or improved under this Agreement (i.e., the broadband infrastructure installed pursuant to this Agreement) ("Project Property") vests in Grantee, subject to the condition that, for the duration of the Federal Interest Period, Grantee and any successors or transferees:
    - 10.1.1. Must use the Project Property for the authorized purposes of the project in the same manner as Grantee use comparable real property and equipment within its networks in the ordinary course of their business, subject to the rights to disposition provided below,
    - 10.1.2. Must continue to provide internet service to the service areas and at the standard initially agreed upon by the Agency and Grantee,
    - 10.1.3. Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services,
    - 10.1.4. Must comply with the requirements of 2 C.F.R. § 200.310 (Insurance), which may be satisfied by adequate self-insurance,

<sup>9</sup> See Section IX.G.2.b. of BEAD NOFO

<sup>10</sup> See Section IX.G.3. of BEAD NOFO

<sup>11</sup> See Section IX.G.4. of BEAD NOFO

<sup>12</sup> See Section IX.H. of BEAD NOFO

<sup>13</sup> See Section VI.D.5. of BEAD NOFO

- 10.1.5. Must comply with the use and management requirements for equipment in 2 C.F.R. §§ 200.313(c)(4) and 200.313(d), which may be satisfied by applying Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest,
- 10.1.6. Must maintain records of real property that include an indication of the applicable federal interest,
- 10.1.7. May dispose of Project Property when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements as provided in federal guidance as other Project Property,
- 10.1.8. May otherwise sell Project Property only after provision of notice to the federal government that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 10.1.9. Must notify the Agency and NTIA upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the ISP or its affiliates.
- 10.2. Pursuant to 2 CFR § 200.316 and in recognition that this broadband program is being executed for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the CPF broadband infrastructure project.
- 10.3. Grantee may encumber Project Property if NTIA receives a shared first lien position in the Project Property such that, if the Project Property were foreclosed upon and liquidated, NTIA would receive the portion of the fair market value of the property that is equal to NTIA's percentage contribution to the project costs. For example, in the case in which NTIA had contributed 50% of the project costs, NTIA would receive 50% of the fair market value of the Project Property when liquidated. NTIA will post standard forms of liens, covenants, and intercreditor agreements to implement this arrangement, and Grantee shall comply with all such guidance once published. Beyond recognition of this federal Project Property interest, Grantee is not required to record liens or other notices of record.
- 10.4. Grantee shall comply with 2 C.F.R. § 200.312 to the extent any federal-owned real property or equipment is used by the Grantee. If Grantee is not in compliance with the requirements of all guidance issued by NTIA in relation to property subject to the Federal Interest Period, Grantee must request disposition instructions from NTIA pursuant to 2 C.F.R. § 200.311(c) or 200.313(e), as applicable. Subject to the exceptions set forth here, the property standards set forth in 2 C.F.R. § 200.311 and 200.313 - .315 shall not apply.
- 11. **Necessary and Allowable Expenditures.** Grantee represents and warrants that the funds from this grant shall only be used for Allowable Expenditures as defined in the NOFA.
- 12. **Internal Controls and Monitoring.** The Agency remains responsible for ensuring compliance with the Agreement and IJA requirements through the implementation of audit and monitoring controls pursuant to 2 C.F.R. 200.501(h). These requirements are addressed in the Project certification, monitoring, review, status, and recoupment provisions in Sections 3 (Project Completion), 4 (Payment Timing and Procedures), 10.1 (Monitoring, Review, and Status), and 10.2 (Records Retention and Access). The requirements of this Section shall apply to Grantee and Grantee contractors. Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.
- 13. **Federal Compliance Reporting.**<sup>14</sup> Grantee shall submit to the Agency a regular reporting, at least semiannually, for the duration of the Agreement to track the effectiveness of the use of funds provided. Each report shall describe each type of project and/or other eligible activities carried out using the BEAD subgrant and the duration of the Agreement. The Agency may add additional reporting requirements or increase the frequency of reporting with the approval of NTIA and will make all subgrantee reports available to NTIA upon request. The report must, at minimum:
  - 13.1. Include a list of addresses or location identifications (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed and the status of each project;
  - 13.2. Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);
  - 13.3. Identify whether each address or location is residential, commercial, or a community anchor institution;
  - 13.4. Describe the types of facilities that have been constructed and installed;

<sup>14</sup> See Section VII.E. of BEAD NOFO

- 13.5. Describe the peak and off-peak actual speeds of the broadband service being offered;
- 13.6. Describe the maximum advertised speed of the broadband service being offered;
- 13.7. Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
- 13.8. List all interconnection agreements that were requested, and their current status;
- 13.9. Report the number and amount of contracts and subcontracts awarded by the Grantee disaggregated by recipients of each such contract or subcontracts that are Minority Business Enterprises or Women’s Business Enterprises;
- 13.10. Include any other data that would be required to comply with the data and mapping collection standards of the Commission under Section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
- 13.11. Include an SF-425, Federal Financial Report and meet the requirements described in the Department of Commerce Financial Assistance Standard Terms and Conditions (dated November 12, 2020), Section A.01 for Financial Reports;
- 13.12. For projects over \$5,000,000 (based on expected total cost):
  - 13.12.1. Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such 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 (commonly known as 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 (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a Recipient must provide a project employment and local impact report detailing:
    - 13.12.1.1. The number of contractors and subcontractors working on the Project;
    - 13.12.1.2. The number of workers on the Project hired directly and hired through a third party;
    - 13.12.1.3. The wages and benefits of workers on the Project by classification; and
    - 13.12.1.4. Whether those wages are at rates less than those prevailing.<sup>15</sup>
  - 13.12.2. If Grantee has not provided a certification that a Project either will use a unionized project workforce or includes a project labor agreement, meaning a prehire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)), then the subgrantee must provide a project workforce continuity plan, detailing:
    - 13.12.2.1. Steps taken and to be taken to ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure construction is completed in a competent manner 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 with entities like unions, community colleges, or community-based groups;
    - 13.12.2.2. Steps taken and to be taken to minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
    - 13.12.2.3. Steps taken and to be taken to ensure 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, confined space, traffic control, or other training required of workers employed by contractors), including issues raised by workplace safety committees and their resolution;
    - 13.12.2.4. The name of any subcontracted entity performing work on the Project, and the total number of workers employed by each such entity, disaggregated by job title; and
    - 13.12.2.5. Steps taken and to be taken to ensure that workers on the Project receive wages and benefits sufficient to secure an appropriately skilled workforce in the context of the local or regional labor market.

<sup>15</sup> As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as 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 (or the District of Columbia) in which the work is to be performed.

- 13.13. Comply with any other reasonable reporting requirements determined by the Agency to meet the reporting requirements established by the federal government; and certify that the information in the report is accurate. Grantee must maintain sufficient records to substantiate all information above upon request.
14. **Audits of Federally-Funded Contracts:** <sup>16</sup>Audit of Non-Federal Entity. Non-federal entities that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the Grantee's receipt of the auditor's report(s), or nine months after the end of the audit period. The Grantee shall submit to the Agency one copy of the separate letter to management addressing material findings, if provided by the auditor, promptly following receipt by Grantee. The Grantee shall also submit one copy of the final audit report to the Agency within 30 days after the Grantee's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Grantee as well as any subcontractors of Grantee. When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with 2 C.F.R. § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control. The Grantee shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency. Under the Uniform Guidance, all non-federal entity subrecipients are subject to the audit requirements in subpart F, including ISPs. Non-federal entity subrecipients are required to submit single audits or program-specific audits to the Federal Audit Clearinghouse (FAC), the government-wide repository for audits of financial assistance programs. For-profit subrecipients are not subject to Subpart F but are subject to the terms and conditions in the award between a federal awarding agency and the State of Iowa, and, pursuant to 2 CFR 200.501(h), Grantees must comply with the audit requirements and provide a copy of any audit to the Agency.
15. **Restriction on Leveraging Funding.** No portion of the funds received under the Agreement may be used for the purpose of obtaining additional federal funds under any other law of the United States, except if authorized under that law.
16. **Federal Award Management System.** Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. Proof of SAM registration and corresponding account information must be provided by Grantee before any payments will be made under the Agreement.
17. **Recovery of Funds.** If a State or federal audit takes exception to the Project(s) provided under the Agreement for which federal funds have been paid or reimbursed, or if federal funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws applicable to the expenditure of such funds, including IJJA Requirements), Grantee will be liable to the Agency and the State of Iowa (or any other applicable governmental entity) for the full amount of any such payment, reimbursement, or any claim disallowed (or the amount of funds expended in violation of applicable laws or requirements) and for all related penalties incurred. If the Agency or any federal governmental entity concludes that Grantee has been paid for any cost that is unallowable, unallocable, or unreasonable under the Agreement, Grantee will be liable to the Agency and the State of Iowa (or any other applicable governmental entity) for such cost. Grantee shall pay to the Agency or State of Iowa (or any other applicable governmental entity) all amounts for which the Grantee is liable under this section within ten (10) business days of receiving a written demand or written notice. The Agency may withhold any payment under the Agreement if Grantee fails to timely make any payment required by this Section. The requirements of this Section shall apply to Grantee and Grantee Contractors. Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in connection with the Agreement to agree to and be subject to and bound by such terms and provisions.

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<sup>16</sup> See Section VII.G. of BEAD NOFO

18. **Wholesale Broadband Services.**<sup>17</sup> Grantee must offer wholesale broadband services over the completed Project network at rates and terms that are reasonable and nondiscriminatory.
19. **Network Outages.**<sup>18</sup> Grantee's completed Project network shall not exceed outages, on average, higher than 48 hours over any 365-day period except in the case of natural disasters or other force majeure occurrence.
20. **Organizational Structure and Key Personnel.**<sup>19</sup> If during the Agreement, including the Federal Interest Period, Grantee has any significant changes in its organizational structure or key personnel identified in the Grant Application, Grantee must notify the Agency of such changes within 15 days.
21. **Low-Cost Broadband Service Options.**<sup>20</sup> During the Federal Interest Period, Grantee must continue to offer the low-cost broadband service option(s) identified in its Grant Application. Any changes to the low-cost broadband service options must be noticed to the Agency 30 days before any change in such service options.
22. **Affordable Connectivity Program.**<sup>21</sup> During the Federal Interest Period, Grantee must continue to offer subscribers access to the Affordable Connectivity Program pricing, or favorable pricing available through any federal successor programs, as mandated under the BEAD NOFO and Applicable Law.
23. **Data Usage Caps.**<sup>22</sup> For purposes of this Agreement, the phrase "Data Cap" means any imposition, in any form, that is imposed by Grantee on a customer that either cuts off service, throttles service speeds, or imposes additional charges for amounts of data above the limitation. Grantee may not impose any form of Data Cap on any plans offered over the finished Project network or impose unjust or unreasonable network management practices. Grantee shall certify through the semiannual reporting requirements of this Agreement that the plans offered over the finished Project network do not contain Data Caps for subscribers.
24. **Access to Services.**<sup>23</sup> During the Federal Interest Period, Grantee shall provide access to broadband service provided through the finished Project network to each customer served by the Project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.
25. **Interconnection Requirements and Wholesale Access.**<sup>24</sup> If Grantee is receiving funds to deploy Middle Mile Infrastructure under this Agreement in connection with service to an Unserved Service Project or an Underserved Service Project, Grantee shall permit other broadband service providers to interconnect with its funded Middle Mile Infrastructure network facilities on a just, reasonable, and nondiscriminatory basis. **Grantee shall allow such interconnection at any technically feasible point on the Middle Mile Infrastructure network (without exceeding current or reasonably anticipated capacity limitations).** This duty includes, at a minimum, the physical interconnection of Grantee's Middle Mile Infrastructure to a requesting party's facilities for the exchange of traffic. In addition, Grantee shall connect to the public internet directly or indirectly and provide requesting parties with an ability to connect to the internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory. Grantee shall negotiate in good faith with any requesting party (including public, Tribal, private, non-profit, or other parties) making a bona fide request for interconnection. Grantee shall report through the Grantee reporting process any interconnection requests made to the subgrantee during that year and the status of those requests.
26. **Public Awareness Campaigns.**<sup>25</sup> Grantee must carry out public awareness campaigns in its Project service areas, online and through other means, that are designed to highlight the value and benefits of broadband service in order to increase the adoption of broadband service by consumers. Awareness campaigns must include information about low-cost service plans and any federal subsidies for low-income households such as the Lifeline Program, the Affordable Connectivity Program, and any successor programs. Further, awareness campaigns must be conducted in an equitable and nondiscriminatory manner. Grantee must utilize a variety of communications media (e.g., online, print, radio) and provide information in languages other

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<sup>17</sup> See Section IV.C.2.c.v. of BEAD NOFO

<sup>18</sup> See Section IV.C.2.a.ii. BEAD NOFO

<sup>19</sup> See Section IV.D.2.b. of BEAD NOFO

<sup>20</sup> See Section IV.C.2.c.i. of BEAD NOFO

<sup>21</sup> See Section IV.C.2.c.i. of BEAD NOFO

<sup>22</sup> See Section IV.C.2.c.ii. of BEAD NOFO

<sup>23</sup> See Section IV.C.2.c.iii. of BEAD NOFO

<sup>24</sup> See Section IV.C.2.c.v. of BEAD NOFO

<sup>25</sup> See Section IV.C.2.c.iv. of BEAD NOFO



than English when warranted based on the demographics of the community. Once the Project network has been deployed, Grantee shall provide public notice, online and through other means, of that fact to individuals residing in the locations to which broadband service has been provided and share the public notice with the Agency that awarded the grant. Such public notices shall be designed in a manner that reflects any unique needs of the specific demographics of the area at issue, including, for example, languages prominently spoken in the area and the best means of ensuring that the population is likely to encounter Grantee's public notice.

27. **Required Certifications.** Each of the following required certifications set forth below is a material representation of fact upon which reliance is placed by the Agency prior to distributing federal funds. In addition to any criminal penalties authorized by Iowa Code section 720.2 that may result from any false statements of material fact made herein or any other remedies available at law, equity, or otherwise, a Grantee that is subsequently determined to have made a statement, representation, warranty, certification, or attestation herein that is later proven untrue in any material respect shall be obligated to repay the Agency the entire amount of any grant funds previously distributed by the Agency to Grantee under the Agreement. By signing the Agreement, Grantee's authorized representative who must be expressly authorized to make the below certifications on behalf of Grantee, under penalty of perjury as authorized by Iowa Code section 622.1 and pursuant to the laws of the State of Iowa, certifies and attests to Grantee's compliance with the following. The following certifications shall apply to Grantee and Grantee Contractors. Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in the performance of the Agreement to certify, agree to, and be subject to and bound by each of the following certifications. Grantee may be required to provide any information identified or required in connection with the below certifications as a precondition to receiving funds under the Agreement:

**27.1 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** In accordance with 2 CFR 200.216 and 2 CFR Pt. 200, App. II, Section K, Grantee is 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).

27.1.1 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).

27.1.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

27.1.3 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.

**27.2 Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, and consistent with 2 CFR 200.317 and 2 C.F.R. Pt. 200, App. II, Sec. L, the Grantee should, to the greatest extent practicable, 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. 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.

**27.3 Procurement of recovered materials.** To the extent applicable, and in accordance with 2 CFR Pt. 200, App. II, Section J, the Grantee 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

<https://www.ecfr.gov/current/title-40/part-247> 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.

**27.4 Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708).** In accordance with 2 CFR Pt. 200, App. II, Sec. E., to the extent that Grantee's contract is in excess of \$100,000 and involves the employment of mechanics or laborers, to the extent mandated under federal law Grantee must act in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). To the extent applicable, Grantee must 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.

**27.5 Clean Air Act 42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act 33 U.S.C. §§ 1251-1387), as amended.** In accordance with 2 CFR Pt. 200, App. II, Section G, and to the extent mandated under federal law, Grantee agrees 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). Grantee agrees to comply with these Applicable Laws, violations of which must be reported to the State and federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

**27.6 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** To the extent required by Federal program legislation, and in accordance with 2 CFR Pt. 200 App. II, Section D, 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, and to the extent mandated under federal law, Grantee must 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, Grantee must pay wages not less than once a week. Grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The Agreement is conditioned upon the acceptance of the wage determination. Grantee must report all suspected or reported violations to the Federal awarding agency. Grantee must also comply 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"). Grantee is 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. Grantee must report all suspected or reported violations to the Federal awarding agency.

**27.7 Rights to Inventions Made Under a Contract or Agreement.** To the extent applicable and in accordance with 2 C.F.R. Pt. 200 App. II, Section F, the Grantee 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.

**27.8 Suspension and Debarment.** This certification is required by the provisions of Executive Orders 12549 and 12689 and 31 C.F.R. part 19 regarding Debarment, Suspension, and Other Responsibility. In accordance with 2 C.F.R. Pt. 200, App. II, Section H, Grantee certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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.

**27.9 Lobbying.** This certification is required by the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. § 1352. These regulations require certification by Grantee (and its subcontractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with these Applicable Laws. 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 may be subject to a civil penalty of not less than \$10,000 and not more

than \$100,000 for each such failure. In accordance with 2 C.F.R. Pt. 200, App. II, Section I, Grantee certifies the following:

27.9.1 No federal funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of the Customer, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

27.9.2 If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Grantee must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**27.10 Assurance of Compliance Nondiscrimination in Federally Assisted Programs & Equal Opportunity.**

This certification requires Grantee to comply with any applicable federal nondiscrimination requirements or laws providing for or requiring equal opportunity in employment, in compliance with 2 CFR Pt. 200, Appendix II, Section C. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. 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 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." To the extent required by these Applicable Laws, Grantee certifies during the performance of this Agreement that:

27.10.1 Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

27.10.2 Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

27.10.3 Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Grantee's legal duty to furnish information.

27.10.4 Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

27.10.5 Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

27.10.6 Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

27.10.7 In the event of Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

27.10.8 Grantee will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Grantee. Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Grantee becomes involved in, or is threatened with, litigation with a subcontractor or Grantee as a result of such direction by the administering agency, Grantee may request the United States to enter into such litigation to protect the interests of the United States.

27.10.9 Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

27.10.10 Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Grantee and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

27.10.11 Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Grantee agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**27.11 Non-Discrimination in Employment Practices.**<sup>26</sup> Grantee hereby certifies that it does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap. Grantee agrees to abide by the non-discrimination requirements set forth in the following legal authorities<sup>27</sup>, to the extent applicable, and acknowledges that failure to do so may result in cancellation of any award and/or recoupment of funds already disbursed:

27.11.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Department of Commerce's implementing regulations, published at 15 C.F.R. Part 8, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

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<sup>26</sup> See Section IV.C.1.g. of BEAD NOFO

<sup>27</sup> See Section IV.C.1.g. of BEAD NOFO

27.11.2 Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

27.11.3 The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by Eligible Entity and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

27.11.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 C.F.R. Part 8b, which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;

27.11.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Department of Commerce implementing regulations published at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

27.11.6 Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., which provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. Note in this regard that Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities;" and

27.11.7 Any other applicable non-discrimination law(s). Application requirements, award terms, and conditions do not impose civil rights and nondiscrimination law compliance requirements on Indian Tribes or Native Entities beyond what would otherwise apply under federal law.

**27.12 Drug Free Workplace.** This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.). These regulations require certification by Grantee (and its subcontractors) that they will maintain a drug-free workplace. In accordance with these laws, and to the extent mandated under federal law, Grantee certifies that it does currently and will continue to provide a drug-free workplace, including by minimally:

27.12.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

27.12.2 Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- Grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

27.12.3 Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Section 27.12.1.

27.12.4 Notifying the employee in the statement required by Section 27.12.1, as a condition of their continued employment, that the employee will:

- Abide by the terms of the statement; and
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

27.12.5 Notifying the Customer in writing, within ten (10) calendar days after receiving notice under Section 27.12.4)) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

27.12.6 Taking one of the following actions, within thirty (30) calendar days of receiving notice under Section 27.12.5), with respect to any employee who is so convicted:

- Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

27.12.7 Making a good faith effort to continue to maintain a drug-free workplace consistent with Sections 27.12.1 through 27.12.6 during the Term.

**27.13 Immigration and Naturalization Service.** Grantee certifies that it keeps on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9) forms for applicable Grantee Personnel. This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

**27.14 Federal Funding Accountability and Transparency Compliance.**<sup>28</sup> To the extent required under federal law, Grantee shall comply with the following certification. This certification is required by the Federal Funding Accountability and Transparency Act (“FFATA”). FFATA requires recipients of individual federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. In accordance with 2 C.F.R. part 170 (Reporting Subaward and Executive Compensation Information), the Agency must report the following information for any grant award subject to the FFATA reporting requirements:

27.14.1 Name of entity;

27.14.2 Amount of award;

27.14.3 Funding agency;

27.14.4 NAICS code for contracts / CFDA program number for grants;

27.14.5 Program source;

27.14.6 Award title descriptive of the purpose of the funding action;

27.14.7 Location of the entity;

27.14.8 Principal place of performance;

27.14.9 Unique identifier of the entity;

27.14.10 Total compensation and names of the top five executives if:

27.14.10.1 More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25M annually; and

27.14.10.2 Compensation information is not already available through reporting to the SEC.

27.14.11 Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or any subsequent award amendment is made.

27.14.12 Grantee certifies the following:

27.14.12.1 Grantee agrees to comply with the provisions of FFATA;

27.14.12.2 Grantee agrees to provide needed information as outlined above to the Agency within the timelines identified above, or upon request by the Agency, as is necessary to facilitate the Agency’s compliance with FFATA.

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<sup>28</sup> See Section VIII.H. of BEAD NOFO

## Appendix D

### Meskwaki Nation – Iowa Tribal Consultation

May 9<sup>th</sup>, 2023, 1:00 pm – 3:00 pm

Meskwaki Casino, 1504 305<sup>th</sup> St., Tama, IA 52339

#### AGENDA

|                                  |  |
|----------------------------------|--|
| <b>Welcome, Opening Remarks</b>  | Meskwaki Nation<br>Office of the Chief Information Officer (OCIO)<br>National Telecommunications & Information Administration (NTIA) |
| <b>Meskwaki Nation Broadband</b> | Overview of Meskwaki Nation broadband program  |
| <b>Iowa Broadband Program</b>    | Overview of State of Iowa broadband programs   |
| <b>Federal Programs</b>          | Overview of: Broadband Equity Access & Deployment (BEAD)<br>Digital Equity (DE)<br>Tribal Broadband Connectivity Program (TBCP)      |

#### Potential Topics for Discussion

- Tribal priority infrastructure access needs and challenges
- Challenges / opportunities with internet service providers, middle mile, environmental, supply chain, historical issues
- FCC Mapping data challenge submissions
- Does the Tribe have a plan for addressing digital equity needs?
- Feedback on facets of digital equity (affordability, digital devices, digital skills)
- Plans to gauge awareness and participation in digital equity issues
- Workforce concerns/opportunities impacted by broadband issues
- Economic Development for creating services in this market area

#### Moving forward

- Confirm point(s) of contact for Meskwaki Nation and Iowa OCIO
- Future topics to discuss
- How best to work together in the future

KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

February 20, 2023

Chairwoman Victoria Kitcheyan  
Winnebago Tribe of Nebraska  
P.O. Box 687  
100 Bluff Street  
Winnebago, NE 68071

Dear Honorable Victoria Kitcheyan:

On behalf of Empower Rural Iowa Broadband Grant Program, an initiative of the State of Iowa Department of Management, Office of the Chief Information Officer (OCIO), we are initiating a tribal consultation with the Winnebago Tribe to establish formal communication and collaboration with federal funding for The Winnebago Tribe's broadband expansion and access efforts.

The State of Iowa received funds for the Broadband Equity, Access, and Deployment (BEAD) and Digital Equity (DE) programs set forth by the Infrastructure, Investment, and Jobs Act (IIJA).

Utilizing BEAD and DE funding, the OCIO is creating a five-year Broadband Plan to guide the state's efforts to provide more rural Iowans with reliable broadband internet access. This plan will help identify challenges associated with access to high-speed internet. Once the challenges are identified, OCIO can work with the Winnebago Tribe to coordinate state and Tribal resources to overcome these challenges through BEAD and DE funding.

We request permission to proceed in this unified effort with a formal Tribal consultation.

During the Tribal consultation, if one is granted, we look forward to the following

- Collaborating on state and Tribal high-speed internet expansion plans and implementation timelines.
- Learning if your Tribal community is interested in participating in the state broadband plan and, if so, who the key individuals for this effort are.
- Determining if your community wishes to develop a digital connectivity plan if one is not already available.
- Gaining an understanding of Tribal high-speed internet deployment activities to date and future priorities for deployment.
- Identifying specific needs around digital equity and access, along with potential solutions.
- Providing information about planning funds and technical assistance that may be available to your community.



We welcome further discussion and coordination through one-on-one consultations with the Winnebago Tribe. We anticipate holding these consultations in March or April 2023. We anticipate holding these consultations in either March or April 2023. Upon your consideration, you or a representative of the Tribe may request a one-on-one consultation by contacting the OCIO via email at the contact information below.

We will finalize our planning effort and submit the five-year Digital Connectivity Plan to the National Telecommunications and Information Administration (NTIA) by the end of August 2023.

Thank you for your engagement in this collaborative effort. We look forward to strengthening the relationship between the State of Iowa and the Winnebago Tribe government. The OCIO appreciates the opportunity to gain an understanding of your community's needs and we look forward to working together to take advantage of this funding opportunity.

If you have any questions regarding this request, please contact Jessica Turba, Iowa's Broadband program lead, at 515-321-6404 or [Jessica.turba2@iowa.gov](mailto:Jessica.turba2@iowa.gov). The state of Iowa and the Office of the Chief Information Officer look forward to working with the Winnebago Tribe.

Sincerely,

Dr. Matt Behrens,  
State of Iowa Chief Information Officer





KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

February 23, 2023

Chairwoman Candace Schmidt  
Ponca Tribe of Nebraska  
P.O. Box 288  
Woodbine Street  
Niobrara, NE 68769

Dear Honorable Candace Schmidt:

On behalf of Empower Rural Iowa Broadband Grant Program, an initiative of the State of Iowa Department of Management, Office of the Chief Information Officer (OCIO), we are initiating a tribal consultation with the Ponca Tribe to establish formal communication and collaboration with federal funding for The Ponca Tribe's broadband expansion and access efforts.

The State of Iowa received funds for the Broadband Equity, Access, and Deployment (BEAD) and Digital Equity (DE) programs set forth by the Infrastructure, Investment, and Jobs Act (IIJA).

Utilizing BEAD and DE funding, the OCIO is creating a five-year Broadband Plan to guide the state's efforts to provide more rural Iowans with reliable broadband internet access. This plan will help identify challenges associated with access to high-speed internet. Once the challenges are identified, OCIO can work with the Ponca Tribe to coordinate state and Tribal resources to overcome these challenges through BEAD and DE funding.

We request permission to proceed in this unified effort with a formal Tribal consultation.

During the Tribal consultation, if one is granted, we look forward to the following

- Collaborating on state and Tribal high-speed internet expansion plans and implementation timelines.
- Learning if your Tribal community is interested in participating in the state broadband plan and, if so, who the key individuals for this effort are.
- Determining if your community wishes to develop a digital connectivity plan if one is not already available.
- Gaining an understanding of Tribal high-speed internet deployment activities to date and future priorities for deployment.
- Identifying specific needs around digital equity and access, along with potential solutions.
- Providing information about planning funds and technical assistance that may be available to your community.

We welcome further discussion and coordination through one-on-one consultations with the Ponca Tribe. We anticipate holding these consultations in March or April 2023. We anticipate holding these consultations in either March or April 2023. Upon your consideration, you or a representative of the Tribe may request a one-on-one consultation by contacting the OCIO via email at the contact information below.

We will finalize our planning effort and submit the five-year Digital Connectivity Plan to the National Telecommunications and Information Administration (NTIA) by the end of August 2023.

Thank you for your engagement in this collaborative effort. We look forward to strengthening the relationship between the State of Iowa and the Ponca Tribe government. The OCIO appreciates the opportunity to gain an understanding of your community's needs and we look forward to working together to take advantage of this funding opportunity.

If you have any questions regarding this request, please contact Jessica Turba, Iowa's Broadband program lead, at 515-321-6404 or [Jessica.turba2@iowa.gov](mailto:Jessica.turba2@iowa.gov). The state of Iowa and the Office of the Chief Information Officer look forward to working with the Ponca Tribe.

Sincerely,

Dr. Matt Behrens,  
State of Iowa Chief Information Officer





KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

February 20, 2023

Honorable Vern Jefferson  
Meskwaki Tribe  
349 Meskwaki Rd.  
Tama, IA 52339-9629

Dear Honorable Vern Jefferson:

On behalf of Empower Rural Iowa Broadband Grant Program, an initiative of the State of Iowa Department of Management, Office of the Chief Information Officer (OCIO), we are initiating a tribal consultation with the Meskwaki Nation to establish formal communication and collaboration with federal funding for The Meskwaki Nation's broadband expansion and access efforts.

We understand the Meskwaki Nation received funds under the Broadband Equity, Access, and Deployment (BEAD) program. The State of Iowa also received funds for the BEAD and Digital Equity (DE) programs set forth by the Infrastructure, Investment, and Jobs Act (IIJA).

Utilizing BEAD and DE funding, the OCIO is creating a five-year Broadband Plan to guide the state's efforts to provide more rural Iowans with reliable broadband internet access. This plan will help identify challenges associated with access to high-speed internet. Once the challenges are identified, OCIO can work with the Meskwaki Nation to coordinate state and Tribal resources to overcome these challenges through BEAD and DE funding.

We request permission to proceed in this unified effort with a formal Tribal consultation.

During the Tribal consultation, if one is granted, we look forward to the following:

- Collaborating on state and Tribal high-speed internet expansion plans and implementation timelines.
- Learning if your Tribal community is interested in participating in the state broadband plan and, if so, who are the key individuals for this effort.
- Determining if your community wishes to develop a digital connectivity plan if one is not already available.
- Gaining an understanding of Tribal high-speed internet deployment activities to date and future priorities for deployment.
- Identifying specific needs around digital equity and access, along with potential solutions.
- Providing information about planning funds and technical assistance that may be available to your community.



We welcome further discussion and coordination through one-on-one consultations with the Meskwaki Nation. We anticipate holding these consultations in March or April 2023. Upon your consideration, you or a representative of the Tribe may request a one-on-one consultation by contacting the OCIO via email at the contact information below.

We will finalize our planning effort and submit the five-year Digital Connectivity Plan to the National Telecommunications and Information Administration (NTIA) by the end of August 2023.

Thank you for your engagement in this collaborative effort. We look forward to strengthening the relationship between the State of Iowa and the Meskwaki Nation government. The OCIO appreciates the opportunity to gain an understanding of your community's needs and we look forward to working together to take advantage of this funding opportunity.

If you have any questions regarding this request, please contact Jessica Turba, Iowa's Broadband program lead, at 515-321-6404 or [Jessica.turba2@iowa.gov](mailto:Jessica.turba2@iowa.gov). The state of Iowa and the Office of the Chief Information Officer look forward to working with the Meskwaki Nation.

Sincerely,

Dr. Matt Behrens,  
State of Iowa Chief Information Officer

CC: Tonya Bear, Interim Executive Director





KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

February 20, 2023

Chairman Leander Merrick  
Omaha Tribe of Nebraska  
P.O. Box 368  
100 Main St.  
Macy, NE 68039

Dear Honorable Leander Merrick:

On behalf of Empower Rural Iowa Broadband Grant Program, an initiative of the State of Iowa Department of Management, Office of the Chief Information Officer (OCIO), we are initiating a tribal consultation with the Omaha Tribe of Nebraska to establish formal communication and collaboration with federal funding for The Omaha Tribe of Nebraska's broadband expansion and access efforts.

The State of Iowa received funds for the Broadband Equity, Access, and Deployment (BEAD) and Digital Equity (DE) programs set forth by the Infrastructure, Investment, and Jobs Act (IIJA).

Utilizing BEAD and DE funding, the OCIO is creating a five-year Broadband Plan to guide the state's efforts to provide more rural Iowans with reliable broadband internet access. This plan will help identify challenges associated with access to high-speed internet. Once the challenges are identified, OCIO can work with the Omaha Tribe of Nebraska to coordinate state and Tribal resources to overcome these challenges through BEAD and DE funding.

We request permission to proceed in this unified effort with a formal Tribal consultation.

During the Tribal consultation, if one is granted, we look forward to the following:

- Collaborating on state and Tribal high-speed internet expansion plans and implementation timelines.
- Learning if your Tribal community is interested in participating in the state broadband plan and, if so, who the key individuals for this effort are.
- Determining if your community wishes to develop a digital connectivity plan if one is not already available.
- Gaining an understanding of Tribal high-speed internet deployment activities to date and future priorities for deployment.
- Identifying specific needs around digital equity and access, along with potential solutions.
- Providing information about planning funds and technical assistance that may be available to your community.

We welcome further discussion and coordination through one-on-one consultations with the Omaha Tribe of Nebraska. We anticipate holding these consultations in either March or April 2023. Upon your consideration, you or a representative of the Tribe may request a one-on-one consultation by contacting the OCIO via email at the contact information below.

We will finalize our planning effort and submit the five-year Digital Connectivity Plan to the National Telecommunications and Information Administration (NTIA) by the end of August 2023.

Thank you for your engagement in this collaborative effort. We look forward to strengthening the relationship between the State of Iowa and the Omaha Tribe of Nebraska government. The OCIO appreciates the opportunity to gain an understanding of your community's needs and we look forward to working together to take advantage of this funding opportunity.

If you have any questions regarding this request, please contact Jessica Turba, Iowa's Broadband program lead, at 515-321-6404 or [Jessica.turba2@iowa.gov](mailto:Jessica.turba2@iowa.gov). The state of Iowa and the Office of the Chief Information Officer look forward to working with the Omaha Tribe of Nebraska.

Sincerely,

Dr. Matt Behrens,  
State of Iowa Chief Information Officer



