

**ATTACHMENT A
NCDIT DISCLOSURES**

2 C.F.R. 200.332 Required Disclosures	
Disclosure	Contract Location
(1) Federal award identification.	
Subrecipient name	Section 1.1
Subrecipient's unique entity identifier;	Cover letter; Exhibit B
Federal Award Identification Number (FAIN);	Section 1.4
Federal Award Date of award to the recipient by the Federal agency;	Cover letter;
Subaward Period of Performance Start and End Date;	Sections 1.7 – 1.9
Subaward Budget Period Start and End Date;	Section 2.1; Exhibit B
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Section 2.2.a.; Exhibit B
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;	Section 1.4; Exhibit B
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Section 1.4; Exhibit B
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Section 1.3
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Sections 1.1; 8.13
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	Section 1.4
Identification of whether the award is R&D; and	No
Indirect cost rate for the Federal award per § 200.414.	Not Applicable
(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;	Section 1.3
(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Sections 2.3/2.4; 5.5; 6.6
(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient;	N/A
(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and	Section 5.5

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(6) Appropriate terms and conditions concerning closeout of the subaward.	Sections 4.6; 7.4
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09 NCAC 03M .0703 Required Contract Provisions	
Provision	Contract Location
(1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;	Section 1.3
(2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.	Section 1.4
(3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.	Cover Letter; Agreement Header
(4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.	Section 2.3/2.4
(5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.	Sections 1.1; 8.13
(6) Signatures binding all parties to the terms of the contract.	Section 8.19
(7) Duration of the contract, including the effective and termination dates.	Section 1.7
(8) Amount of the contract and schedule of payment(s).	Section 2.2; Exhibit F
(9) Particular duties of the recipient.	Section 2.3/2.4
(10) Required reports and reporting deadlines.	Exhibit D
(11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.	Section 7.3
(12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.	Sections 2.2; 2.4
(13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.	Sections 2.3/2.4; 2.5; 3.4
(14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.	Sections 2.3/2.4; 4.5; 5.1; 5.2; 5.3; 5.5
(15) A clause addressing assignability and subcontracting, including the following:	

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(a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.	Section 8.11
(b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.	Article 6; Section 8.11

Public Records Statement

Pursuant to N.C. General Statutes, Chapter 132, public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. Except as otherwise designated under N.C.G.S. 132-1.2 (Confidential Information), public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.

Policies

All policies of NCDIT will be made available upon request.

**Exhibit B
Scope of Services**

Grantee, <<GRANTEE’S NAME>>, <<APPLICATION #>>, will carry out the terms of this contract as follows:

1. Scope of the Project

This project must provide access to broadband service at speeds of 100:100 Mbps or greater, as defined in Section 1.3 and Article 2 of this Agreement, to all locations proposed in the Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application.

2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

Project Expenses	GREAT Award (ARPA)	Matching Amount (ISP Fund)	Total
Easements			
Materials			
Construction/Installation			
Testing			
Engineering			
Lease/Collocation Fees (one-time fees)			
Other			
Other			
Other			
Total			
Match Percentage			

3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee’s Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

Exhibit B
Scope of Services

4. Locations

This project will serve the proposed locations in the eligible project area identified in Exhibit I. The locations represent address-level or parcel-level locations submitted in the GREAT Grant Program Application, with any adjustments made due to the protest process or ineligible areas as outlined in the grant Guidance Document.

Households:	
Businesses:	
Total Locations:	

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Exhibit C Project Milestones

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

Milestone	Description
<ul style="list-style-type: none"> • Initial status of the engineering and design of the project • Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment 	Reported in Q1 Progress Report
<ul style="list-style-type: none"> • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment 	Reported in Q2 Progress Report
<ul style="list-style-type: none"> • Minimum of at least one Reimbursement Request has been submitted 	Submission of Reimbursement Request by September 30, 2023
<ul style="list-style-type: none"> • Evidence of the start of construction • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment 	Reported in Q4 Progress Report
<ul style="list-style-type: none"> • Minimum of two cumulative Reimbursement Requests have been submitted 	Submission of Reimbursement Request by June 30, 2024
<ul style="list-style-type: none"> • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment • Access is available to 10% of the locations with submission of addresses in the format designated by the Office 	Reported in Q6 Progress Report
<ul style="list-style-type: none"> • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment 	Reported in Q7 Progress Report
<ul style="list-style-type: none"> • Completion of the Construction Period • Access is available to 100% of the locations with submission of addresses in the format designated by the Office. • Beginning of Maintenance Period 	Reported in Q8 Final Report for End of Construction Period
<ul style="list-style-type: none"> • All reimbursement requests have been submitted 	Final submission of Reimbursement Request by March 31, 2025
<ul style="list-style-type: none"> • Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party) 	Reported in Y1 Annual Report
<ul style="list-style-type: none"> • Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party) 	Reported in Y2 Annual Report
<ul style="list-style-type: none"> • Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party) 	Reported in Y3 Annual Report

ATTACHMENT D
REPORTING SCHEDULE FOR PROGRESS REPORTS

The Grantee is required to submit progress reports based on the following schedule:

Reporting Period	Due Date	Report Type
Effective Date to June 30, 2023	7/15/23	Q1 Progress Report
July 1, 2023 to September 30, 2023	10/15/23	Q2 Progress Report
October 1, 2023 to December 31, 2023	1/15/24	Q3 Progress Report
January 1, 2024 to March 31, 2024	4/15/24	Q4 Progress Report
April 1, 2024 to June 30, 2024	7/15/24	Q5 Progress Report
July 1, 2024 to September 30, 2024	10/15/24	Q6 Progress Report
October 1, 2024 to December 31, 2024	1/15/25	Q7 Progress Report
January 1, 2025 to March 31, 2025	4/15/25	Q8 Final Report Form for End of Construction Period
April 1, 2025 to March 31, 2026	4/15/26	Y1 Annual Progress Report (Maintenance Period)
April 1, 2026 to March 31, 2027	4/15/27	Y2 Annual Progress Report (Maintenance Period)
April 1, 2027 to March 31, 2028	4/31/28	Y3 Annual Progress Report (Maintenance Period)

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full two-year construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

No Overdue Tax Certification Reporting Period and Due Date

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be

ATTACHMENT D
REPORTING SCHEDULE FOR PROGRESS REPORTS

kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

Reporting Period	Due Date
January 1, 2023 to December 31, 2023	1/31/24
January 1, 2024 to December 31, 2024	1/31/25
January 1, 2025 to December 31, 2025	1/31/26
January 1, 2026 to December 31, 2026	1/31/27
January 1, 2027 to December 31, 2027	1/31/28

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.

EXHIBIT F PAYMENT SCHEDULE

NCDIT requires regular reimbursement requests to ensure review of eligible expenditures and verify progress of the project. Reimbursement requests may be submitted on an as-needed basis, but no more than one time per month during the Construction Period, and at minimum must be submitted in accordance with the respective Project Milestone for Reimbursement Requests, as specified in Exhibit C. If Reimbursement Request submissions do not coincide with a Progress Report deadline, NCDIT may request an additional Progress Report (within the quarter), to accompany the Payment Request. With exception to those eligible expenditures incurred in accordance with Section 2.2.e., eligible expenditures may only be incurred during the Construction Period.

In order to receive reimbursement funds, the Grantee must submit the following documentation:

1. Payment Request through the NCDIT EBS portal, in accordance with the process outlined in 2.3.e/2.4.e;
2. Copies of eligible expenditure invoices, all invoices shall include:
 - date of invoice,
 - invoice #,
 - description of service or item, and
 - the name of the vendor;
3. Evidence showing invoices have been paid in full. Evidence may include but not limited to a copy of cleared checks or wire transfer receipts issued toward Project expenses;
4. Proof progress reports are in good standing;
5. Any additional documentation requested by NC DIT related to the Project, including but not limited to the following:
 - mapping information,
 - verification of broadband service to the committed locations, and
 - verification that milestones, as defined in Section 2.3.c./2.4.c., have been met.
6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT.

One final claim may be submitted for reimbursement within 90 days from the end date of the Construction Period. This Payment Request is subject to NCDIT receiving and approving the following documentation:

1. All final invoices and proof of payment for each invoice. All invoices must be for work incurred prior to the end of the Construction Period;
2. The "Final Report Form for the End of Construction Period," detailed in Exhibit C and D; and
3. Mapping files, in the NCDIT approved format, that identifies all contracted locations having broadband access.

EXHIBIT F
PAYMENT SCHEDULE

Payments are subject to the availability of funds. NCDIT will use best efforts to issue the funds due to the Grantee within thirty (30) days of approval of the documentation submitted by the Grantee.

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ATTACHMENT G
31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

Grantee certifies to the best of their 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. A copy of this form is contained in 31 C.F.R. Pt. 21, App. B.
3. Grantee 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 and 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.

The Grantee certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative

Print Name

Date

Exhibit J
County Match (Financial) Agreement

***PLEASE REPLACE THIS DOCUMENT WITH THE
GRANTEE/COUNTY AGREEMENT HERE***

If the County is providing a financial match towards the project, the County and Grantee shall use this Exhibit J to set out the specific terms of that match.

The County may provide a matching financial contribution in an amount up to fifty percent of the amount contributed by the Grantee. The County Match Agreement should include:

1. The amount the County is contributing to the Project;
2. Whether the funds are County ARPA revenue replacement funds, County ARPA infrastructure funds, or unrestricted general revenue funds;
3. A payment process and schedule for requesting payment;
4. A verification that funds will be used only for eligible expenditures and a process by which the County will verify these expenditures;
5. A clause stating that the parties will provide notification to NCDIT of any changes to this County Match Agreement within 30 days of the signed changes; and
6. A copy of any resolution or Board minutes approving or authorizing such agreement.

The County Match Agreement (Exhibit J) must be signed and attested to by both the Grantee and the authorized County official.

This Exhibit J must be completed and executed before the full Grant Agreement is executed. Counties/Grantees may wish to include a statement that Exhibit J is only effective upon execution of the full 3 party Grant Agreement.

NOTE: Final partnership contributions that are different from the partnership contributions proposed in the initial application could result in re-scoring of applications and possible change in awarded projects.

Exhibit K
County Match (Infrastructure) Agreement

***PLEASE REPLACE THIS DOCUMENT WITH THE
GRANTEE/COUNTY AGREEMENT HERE***

If the County is providing an infrastructure contribution towards the Project, the County and Grantee shall use this Exhibit K to set out the specific terms of that contribution.

The terms and uses in this County Infrastructure Agreement should include the following:

1. The type of the infrastructure being contributed;
2. A specific description/location of the infrastructure;
3. How the infrastructure will be used for the purpose of broadband deployment; and
4. A clause stating that the parties will provide notification to NCDIT of any changes to this Exhibit within 30 days of the signed changes; and
5. A copy of any resolution or Board minutes approving or authorizing the contribution.

The County Infrastructure Agreement (Exhibit K) must be signed and attested to by both the Grantee and the authorized County official.

This Exhibit K must be completed and executed before the full Grant Agreement is executed. Counties/Grantees may wish to include a statement that Exhibit K is only effective upon execution of the full 3 party Grant Agreement.

NOTE: Final partnership contributions that are different from the partnership contributions proposed in the initial application could result in re-scoring of applications and possible change in awarded projects.