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Washington State Department of Commerce

Federal Capital Contract with

Benton County

through

Washington State Broadband Office – Broadband Equity Access Deployment (BEAD)

Contract Number: 26-96212-005

For

Benton County-26, 193, 226

Dated: Thursday, July 2, 2026

Docusign Envelope ID: 7DDD46E5-A852-8E75-8382-54D654B8F14D

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Face Sheet

Research & Development: ☐ Yes ☒ No

Contract Number: **26-96212-005**

☒Subrecipient ☐Contractor

Washington State Department of Commerce
Local Government Division
State Broadband Office
BEAD Funds Grant

1. Subrecipient Benton County Auditor 7122 W. Okanogan Place Suite E330 Kennewick, WA 99336		**2. Subrecipient Doing Business As (as applicable)** N/A	
3. Subrecipient Representative Matt Rasmussen Project Manager 509-786-5600 Matt.rasmussen@co.benton.wa.us		**4. COMMERCE Representative** Nicholas Zehrung Broadband Infrastructure Specialist 564-250-0498 nicholas.zehrung@commerce.wa.gov	PO Box 42525 1500 Jefferson St. Olympia, WA 98504-2525
5. Contract Amount $7,421,783.00	**6. Funding Source** **Federal:** ☒ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** Upon execution	**8. End Date** Four years from execution date
9. Federal Funds (as applicable) $5,566,336.00	**Federal Agency:** US Dept. Commerce	**ALN** 11.035	**Indirect Rate** N/A
10. Tax ID #	**11. SWV #** SWV0000322-33	**12. UBI #** 035-000-971	**13. UEI #** HG29NCPLDG56
14. Award Method ☐ **Non-Competitive** ☒ **Competitive**	**NOFO/RFX #** WSBO 25-003	**Proviso #** N/A	

15. Contract Purpose
The outcome of this performance-based Contract is to undertake a legislatively approved project that furthers the goals and objectives of BEAD Program as referenced in Attachment A – Scope of Work.

COMMERCE, defined as the Department of Commerce, and Subrecipient acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D" – List of Broadband Service Locations , Attachment "E"- Line of Credit/or Performance Bond, Attachment "F" – Certification to Requirement 51: Protecting the BEAD Program from Defaults, Attachment "G" – NEPA Process and Documentation Certification, Attachment "H" – Government Owned Network (GON) Certification, and the US Department of Commerce Standard Terms and Conditions the following documents incorporated herein by reference: Subrecipient's Application for Funding and the Washington State Broadband Office BEAD Handbook 25-34 prepared by Commerce.

FOR SUBRECIPIENT	**FOR COMMERCE**
Signed by: Michael Alvarez D6C6F57E34874E4...	DocuSigned by: Mark Barkley 803J2B04865C458...
Michael Alvarez, Chair, Board of County Commissioners	Mark K. Barkley, Assistant Director, Local Government Division
9/29/2026 | 3:32 PM PDT	9/29/2026 | 4:10 PM PDT
Date	Date
APPROVED AS TO FORM ONLY	**APPROVED AS TO FORM ONLY**
Signed by: Jeffrey Aultman 6FEC895B06834C1...	
Jeff Aultman, Attorney	Assistant Attorney General, Signature on File
9/29/2026 | 3:36 PM PDT	
Date	

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DECLARATIONS

SUBRECIPIENT INFORMATION

Subrecipient Name:	**Benton County**
Contract Number:	**26-96212-005**

PROJECT INFORMATION

Project Name:	**Benton County-26, 193, 226**
Project City:	**Various**
Project State:	Washington
Project Zip Code:	**99320, 99350, 99346, 99345,**

CONTRACT INFORMATION

Federal Award Amount:	**$ 5,566,336**
State Match Amount:	**$ 1,855,447**
In-Kind Match:	**N/A**
Private Match:	**N/A**
Federal Match:	**N/A**
Appropriation Number:	**ESSB 5195, Section 7033**
Re-appropriation Number (if applicable):	
Contract End Date:	**June 30, 2027; contingent on State and Federal reappropriation**
Biennium:	2025-2027
Biennium Close Date:	June 30, 2027
Earliest Date for Reimbursement:	November 12, 2024*

FUNDING INFORMATION

Federal Funding:	Infrastructure Investment and Jobs Act (IIJA), sec. 60102, Public Law 117–158.
Federal Award Agency:	US Department of Commerce
Amount of Federal Funds Obligated by this Action:	$ 5,566,336

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

*Pre-awarded cost: WSBO will allow the design engineering document(s) and the Letter of Intent Line of Credit/Performance Bond required by the application to be included in pre-awarded cost.

Last revision 7/9/2025

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Special Terms and Conditions

1. Acknowledgement of Federal Funding

Federal Award Date: 3-27-2023

Federal Award Identification Number (FAIN): 53-20-B219N-4

Federal Awarding Agency: US Department of Commerce

Total amount of federal funds obligated to this Subrecipient for this program: $ 5,566,336

Awarding official: Sarah Clifthorne, Interim Director (360) 789-1275

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 53-20-B219N-4 awarded by US Department of the Commerce. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of Commerce. Grant funds are administered by the Infrastructure Investment and Jobs Act, Broadband Equity, Access, and Deployment (BEAD) Program, Washington State Department of Commerce.”

The Subrecipient has four years to construct from the execution date of this Contract. The clock starts after the completion of construction for the 10-year federal interest period for reporting and providing a low-cost service option during this time.

2. Contract Management

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Subrecipient and their contact information are identified on the Face Sheet of this Contract.

3. Compensation

COMMERCE shall pay an amount not to exceed the total Contract amount listed on the contract Face Sheet for all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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Subrecipient's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

4. Expenses

Under this Contract, COMMERCE shall only pay for actual and allowable costs (as defined in this section) incurred during Period of Performance stated on the Face Sheet. To be allowable, all cost must be:

- Necessary for the performance of the Contract activities.
- Reasonable, as provided in 2 CFR § 200.404 or 45 CFR § 75.404;
- Allocable to the federal award, as provided in 2 CFR § 200.405 or 45 CFR § 75.405:
    - Consistent with all other requirements of the Cost Principles; and consistent with all other law, regulation, policy, or other requirements applicable to the state or federal funds involved.

Pre-awarded cost: WSBO will allow the design engineering document(s) and the Letter of Intent Line of Credit/Performance Bond required by the application to be included in pre-awarded cost and request reimbursement.

Subrecipient shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

If travel is required to complete the scope of work, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Subrecipient shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

5. Period of Performance, Costs Incurred, Reimbursement

A. Period of Performance. The initial period of performance for this award begins on the contract Execution Date hereof and ends four (4) years from the contract Execution Date. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) may be extended with prior approval from the Washington State Broadband Office and the National Telecommunications and Information Administration for up to an additional twelve (12) month period.

B. Reimbursement Period. All requests for reimbursement of eligible costs incurred between the Contract Execution Date and Contract End Date payable by BEAD funds must be submitted to COMMERCE within 60 days following the completion of work.

C. In the event the Subrecipient can’t complete the full Scope of Work, due to material/supply chain delays, the Subrecipient may request to amend the Scope of Work. Approval of any Scope of Work amendment requires approval from the Washington State Broadband Office and, in certain cases, the National Telecommunications and Information Administration.

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6. Billing Procedures and Payment

COMMERCE will pay Subrecipient upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoices shall include the Contract Number stated on the Face Sheet.

If applicable, Subrecipient must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Contract which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Subrecipient's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Contract or withhold payments if the Subrecipient fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Contract shall be made by COMMERCE

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Subrecipient must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Contract.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Subrecipient must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

Duplication of Billed Costs

The Subrecipient shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Subrecipient if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Sub-Subgrantees.

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Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

Withholding

At its sole discretion, COMMERCE may withhold five percent (5%) from the final invoice for each awarded project area until acceptance by COMMERCE of the final report (or completion of the project, etc.).

7. Data

Except as may be otherwise provided in the Federal Notice of Award, COMMERCE shall own all rights in data resulting from this Contract. The federal funding agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this Contract, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

8. Federal Exclusion

These terms add to the terms in Section 11 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Subrecipient also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to COMMERCE and to keep a copy on file with the Subrecipient's project records.

9. Fraud and Other Loss Reporting

Subrecipient shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

In addition to reporting to COMMERCE, Subrecipients may also report fraud to the Washington State Auditors Office at this link: Fraud Program | Office of the Washington State Auditor or to the U.S. Government Accountability Office at this link: Report and Prevent Fraud | U.S. GAO

10. Termination for Fraud

In the event the Subrecipient commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the Subrecipient under the Grant.

11. Historical or Cultural Artifacts

Prior to any ground disturbance or construction the Subrecipient shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Subrecipient shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Subrecipient agrees that the Subrecipient is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of

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Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Subrecipient shall, in accordance with Governor's Executive Order 21-02 coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the project. Subrecipient agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Subrecipient agrees that, unless the Subrecipient is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Subrecipient shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the Subrecipient shall report the presence and location of the remains to the coroner and local law enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Subrecipient shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Subrecipient agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Subrecipient finds it necessary to amend the Scope of Work the Subrecipient may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

12. Indirect Costs

The Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 15% of modified total direct costs (MTDC) can be used. The indirect cost needed to be identified in the applicant's BEAD application.

13. Insurance

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance

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cancellation, non-renewal or modification.

The Subrecipient shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Subrecipient shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Cyber Liability Insurance: The Subrecipient shall maintain Cyber Liability Insurance. The Subrecipient shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subrecipient and licensed staff employed or under contract to the Subrecipient. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Subrecipient or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Subrecipient shall maintain Professional Liability or Errors and Omissions Insurance. The Subrecipient shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subrecipient and licensed staff employed or under contract to the Subrecipient. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

a. The amount of fidelity coverage secured pursuant to this Contract shall be $100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

b. Subcontractors that receive $10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Subrecipient as beneficiary.

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Subrecipients and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – Subrecipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Subrecipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Subrecipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Subrecipient shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Subrecipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

14. Procurement Standards for Federally Funded Programs

A Subrecipient which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Subrecipient and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Subrecipient's procurement system should include but not necessarily be limited to, the following:

- General procurement standards 2 CFR § 200.318. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- Competition 2 CFR § 200.319. Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- Methods of procurement to be followed 2 CFR § 200.320.
- Domestic preferences for procurements 2 CFR § 200.322 and the Federal Acquisition Regulation: Amendments to the FAR Buy American Act Requirements, Section 70921.
    i. Subrecipient shall include this BABA compliance language in all subcontracts and procurement contracts and shall ensure that subcontractors and suppliers comply with the BABA provisions.
    ii. Limited Waivers. The US Department of Commerce issued limited waivers of some BABA provisions, detailed in the Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of BEAD Program. For the period February 22, 2024, through February 22, 2029, Subrecipient may take advantage of these waivers as applicable to their BEAD funded project.

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15. Registration With the System for Award Management (SAM)

By signing this Contract, the Subrecipient accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (https://www.sam.gov). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Subrecipient is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Subrecipient must remain registered in the SAM database after the initial registration. The Subrecipient is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Subrecipient shall provide evidence documenting registration and renewal of SAM registration to Commerce.

- In the event of the Subrecipient's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Subrecipient cures this noncompliance.

16. Reports

The Subrecipient shall furnish COMMERCE with:

- Project Status Reports.
- Estimated Quarterly Expenditures Report.
- Certified Project Completion Report at Project completion.
- Pictures and short videos of various stages of the Project.
- Other reports as COMMERCE may require, to include but not limited to: Quarterly Progress Reports, Project description; Project location(s); Project start and end date; Project status; Project expenditures; number of households, businesses, and anchor institutions to be served; location of communities to be served.
- All recipients are required to submit Project and expenditure reports and annual performance reports as specified in U.S. Department of Commerce guidance.
- BEAD Invoice Tracker
- Any other reports as needed to satisfy the monitoring requirements of NTIA.

17. Subcontractor Data Collection

Subrecipient will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

18. Eminent Domain

In accordance with Executive Order 13406, “Protecting the Property Rights of the American People” (June 28, 2006), the Grantee agrees:

Any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Grantee or any other entity that has the power of eminent domain, in connection with the grant requires

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prior written consent from NTIA. Any use of eminent domain without prior written consent of NTIA constitutes an unauthorized activity and/or use of funds under the award and subjects the Grantee to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

19. Inspection and Testing of Materials

The Grantee or Subgrantee, as applicable, shall ensure that all materials and equipment used in the completion of the work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. The Grantee or Subgrantee shall ensure that documentation of same is cataloged and retained.

20. Grantee Permitting Obligations

To help ensure that Grantee's BEAD projects are carried out in a timely and effective manner, NTIA requires Grantee to take the following actions to streamline permitting processes:

1. Consistent with any relevant legal requirements and authorities, Grantee will establish procedures to ensure that broadband-related permit applications are promptly accepted, and requests are approved or denied within 90 days, including by:

    a. Assisting state and local authorities in establishing a single, dedicated point of contact, which has knowledge of the application and review processes, for broadband-related permits.

    b. Providing technical assistance to permitting agencies to ensure sufficient capacity (e.g., Master Agreement and Consultant Reimbursement Agreement templates, surge support for permit processing, etc.)

    c. Providing deference to the construction techniques chosen by BEAD Subgrantees (without seeking to influence those decisions), absent any identified safety concerns.

    d. Maximizing streamlined processing through permitting by rule; batch processing of substantially similar permit requests; and waiving or expediting duplicative or burdensome broadband permitting requirements where possible.

    e. Following FCC rules regarding timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects—including provisions in the FCC's rules providing for "one-touch make-ready" and "self-help"—and requiring BEAD Subgrantees that own poles (including cooperatives) to comply with FCC rules across their footprint.

2. Grantee will seek to minimize state and local permitting-related costs for broadband deployments and ensure (1) permitting fees are a reasonable approximation of the state or local government's costs, (2) only objectively reasonable costs are factored into those fees, and (3) the fees are no higher than the fees charged to similarly situated competitors in similar situations.

3. Grantee will establish Permitting Roundtables and/or working groups of relevant federal, state, local, and tribal authorities and representatives of impacted industries—including utility pole owners, railroads, communications providers, and BEAD subgrantees—that will:

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a. Meet regularly to identify and facilitate resolution of any delays or disputes related to deploying BEAD-funded facilities.

b. Collect complaints (and supporting information) from Subgrantees that are not timely resolved through this process and escalate such complaints through the appropriate Permitting Roundtable or working group.

4. Grantee will track, publicly post, and submit to NTIA, as part of its Semi-Annual Report, information on subgrantee compliance with the NEPA milestone schedules and data regarding unresolved complaints from Subgrantees, including: (1) issues escalated through the Permitting Roundtable or working group; (2) delays in broadband-related projects that Subgrantees attribute to a state or local prohibition on using its preferred construction techniques; and (3) delays in broadband related projects that Subgrantees attribute to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects.[1]

21. Scheduling Inspection for Final Acceptance

The Grantee will schedule a final inspection for each broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. Representatives of the Grantee, the architect/engineer, and the Subgrantee and/or contractor(s) will attend the Grantee's final inspection for each project. NTIA must be given reasonable advance notice of each final inspection so that a representative of NTIA may participate.

22. Domestic Preference for Procurements (Build America, Buy America)

The Build America, Buy America Act (BABA) was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, 135 Stat. 429, 70901-70927. BABA established domestic content procurement preference requirements for Federal financial assistance projects for infrastructure, including the BEAD Program, consistent with Section 70912(2) of the Infrastructure Act. The Subgrantee shall comply with BABA consistent with applicable legal authorities, such as the Infrastructure Act, Executive Order 14005, 2 CFR Part 184, OMB Memo M-24-02, and the requirements laid out in the final version of the BEAD BABA waiver. All waivers applicable to BEAD, an FAQ, and a BEAD BABA Self Certification list are posted on the Build America, Buy America page maintained by the Department of Commerce Office of Acquisition Management at https://www.commerce.gov/oam/build-america-buy-america.

[1] The parties have interpreted this provision to mean that "Poles with attachment rates and access that are regulated by state law or by a government corporation such as the Tennessee Valley Authority will not be affected by this provision" in accordance with NTIA's FAQ 6.9, version 20, available at https://broadbandusa.ntia.gov/sites/default/files/2026-04/BEAD_FAQs_v20.pdf.

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23. Prohibition on Use for Covered Communications Equipment or Services

A Grantee or Subgrantee (including contractors and subcontractors of Subgrantees) may not use BEAD grant funds (including non-Federal cost share) to purchase or support any communications equipment or service covered by either the Secure and Trusted Communications Networks Act of 2019 (47 USC 1608) or 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).

24. Network Capabilities

Pursuant to 47 U.S.C. § 1702(g)(1)(A), which directs the Assistant Secretary to establish quality-of-service standards to which each Subgrantee must comply, each subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outline in the NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice (and any future amendments).

25. Access to Service

Pursuant to 47 U.S.C. § 1702(g)(2)(C)(ii), operators of Funded Networks shall 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.

26. Public Notice

Pursuant to 47 U.S.C. § 1702(h)(4)(G), Subgrantees shall 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, including information about low-cost broadband service options for eligible subscribers. Once a Funded Network has been deployed, each Subgrantee 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 WSBO.

27. Deployment and Provision of Service Requirements

Pursuant to 47 U.S.C. § 1702(h)(4)(D), any Funded Network deployment 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.

If a Subgrantee, at any time, is no longer able to provide broadband service to the end user locations covered by the subgrant on a retail basis remedial action will be taken to ensure continuity of service. In this situation, the WSBO shall consult with NTIA and shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

28. Encumbrances

Subject to the exception below, Subgrantees must not encumber property without prior disclosure to and approval from NTIA and NIST. Subgrantees may not enter into any encumbrances that interfere with the construction, intended use, operation, or maintenance of grant funded property during Federal Interest Period set forth in Term 32 of Special Terms and Conditions below. The following exception applies to

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subgrants whose major purpose is a broadband infrastructure project. Subgrantees may encumber real property and equipment acquired or improved under such subgrants only after provision of notice to NTIA and to the Grants Officer, and subject to a requirement that the DOC receives either a first priority security interest (preferred) or a shared first priority security interest in the real property and equipment such that, if the real property and equipment were foreclosed upon and liquidated, the DOC would be entitled to receive, on a pari-passu basis with other first position creditors, the portion of the current fair market value of the property that is equal to the DOC's percentage of contribution to the project costs. For example, if the DOC had contributed 50% of the project costs, the DOC would receive, on a pari-passu basis, 50% of the current fair market value of the property when liquidated. NTIA will address the notice requirement for encumbrances in future guidance.

29. Basis for Establishing Real Property Values for Acquisitions of Real Property Performance Measures

When the Grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this Grant shall be established as follows:

A. Subrecipient purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.

B. Subrecipient purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

30. Recordation of the Federal Interest in BEAD-Funded Property

A. Useful Life and Compliance with 2 CFR 200.311, 200.313. For the purposes of this award, the useful life of the real property or equipment acquired or improved using BEAD funds (inclusive of both Federal funds and non-Federal matching funds) shall coincide with the Federal Interest Period as defined in Term 31 below. During the useful life of the BEAD-funded property, the Subgrantee must adhere to the requirements contained in the terms and conditions of the award, including adherence to the use, management, and disposition requirements set forth in 2 CFR 200.311 or 200.313, as applicable. NTIA will provide additional information concerning the review and approval process for transactions involving BEAD-funded real property and equipment in subsequent guidance.

B. To document the Federal interest in BEAD-funded real property, the Subgrantee must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant). The Covenant differs from a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest to NTIA. Rather, pursuant to the Covenant, the Subgrantee acknowledges that it holds title to the BEAD-funded property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the Federal interest if it disposes of or alienates an interest in the BEAD-funded property, or uses it in a manner inconsistent with the public purposes of the BEAD award, during the useful life of the BEAD-funded property. The Covenant must be properly recorded in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the BEAD-funded property during its useful life and that NTIA retains an undivided equitable reversionary interest in the BEAD-funded property during the Federal Interest Period. NTIA will provide a suggested sample form to use for the Covenant to record notice of the Federal interest in real property.

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C. UCC-1 Filing & Attorney's Certification. Pursuant to 2 CFR § 200.316, after acquiring all or any portion of the equipment under this award, the Subgrantee shall properly file a UCC-1 with the appropriate State office where the equipment will be located in accordance with the State's Uniform Commercial Code (UCC). This security interest shall be executed in advance of any sale or lease and not later than closeout of the subgrant, as applicable. The UCC filing(s) must include the below or substantively similar language providing public notice of the Federal interest in the equipment acquired with BEAD funding. Also, a clear and accurate inventory of the subject equipment must be attached to and filed with the UCC-1.

The UCC filing must include the below or substantively similar language:

> *The Equipment set forth at Attachment A hereto was acquired with funding under a financial assistance award (Award Number) issued by the National Institute of Standards and Technology, U.S. Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal interest) in the Equipment for [insert number] years after the end of the year in which the award is closed out in accordance with 2 CFR 200.344.*

In addition, during the estimated useful life of the [type of equipment, e.g. robotic equipment], the Subgrantee is hereby authorized and directed by the Grants Officer to timely file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth in this specific award condition. Copies of all filed UCC continuation statements, together with an Attorney's Certification, must be submitted to the Commerce Representative identified on the Face Sheet within 15 calendar days following each such filing. The UCC filing(s) and the accompanying Attorney's Certification(s) must be acceptable in form and in substance to NTIA and the National Institute of Standards and Technology (NIST) Grants Officer.

31. Federal Interest Period

BEAD-Funded Broadband Infrastructure Projects: The Federal interest in all real property or equipment acquired or improved as part of a subgrant for which the major purpose is a broadband infrastructure project will continue for ten years after the year in which that subgrant has been closed out in accordance with 2 CFR 200.344. This Federal interest shall apply regardless of whether the asset is acquired or improved with Federal funds or non-Federal matching funds. For example, for all subgrants closed out in 2027, regardless of the month, the Federal interest will last until December 31, 2037. The Federal interest described herein applies to BEAD subgrants for which the major purpose of the subgrant, as defined in Term 45, is a broadband infrastructure project(s).

The Grants Officer, in consultation with the Program Office, shall determine the Federal Interest Period for real property or equipment that will be acquired or improved using BEAD funds (inclusive of both Federal funds and non-Federal matching funds) and not captured in provision (a) of this Term. NTIA will issue further implementation guidance regarding the Federal Interest Period for these BEAD assets.

Per the BEAD Restructuring Policy Notice, NTIA will not take a Federal interest in equipment or property acquired or improved with a LEO Capacity Subgrant. Additionally, the consumer and taxpayer protections set forth in the NOFO apply to the recipients of such subgrants for the duration of the LEO Capacity Subgrant ten-year Federal interest period.

32. Program Income

In the case of subgrants whose major purpose is a broadband infrastructure project, Subgrantees may retain program income without restriction, including retaining program income for profit. This exception does

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not alter the Subgrantee to charge a profit, fee, or other incremental charge above the actual cost incurred by the Subgrantee. See NTIA BEAD NOFO V.H.2.b.

33. Ensuring Timely and Effective Deployment of BEAD Projects

The Grantee, and any agency, instrumentality, or subdivision thereof, agrees not to enforce any law, regulation, executive order, contracting requirement, or other enforceable obligation that directly or indirectly regulates in any way the rates, terms, and conditions of broadband internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality rules, open access, or other utility-style rules on broadband internet service, against the Subgrantee or its affiliates anywhere it provides service within the Grantee's jurisdiction, while that Subgrantee has any subgrant that is still within its period of performance, extended period of performance, or federal interest period. For purposes of this provision, a "net neutrality rule" is any law, order, contracting requirement, or other enforceable obligation by the Grantee that prohibits internet service providers from, among other things, blocking content, throttling speeds, imposing data caps, or engaging in paid prioritization, or that imposes a general conduct or similar standard upon internet service providers.

34. Additional Transparency Requirements for Government-Owned Networks (GON) to Ensure Financial Transparency and the Managerial Capacity of GON Subgrantees

The following requirements apply to any and all GON's. COMMERCE understands "municipally-owned or partially municipally owned Subgrantees (government owned networks or "GONs")" to mean networks owned or partially owned by local government entities that are instrumentalities of the State of Washington, and to exclude federally recognized sovereign Tribes and instrumentalities owned or partially owned by such Tribes or Tribal governmental entities.

A. Measures to Ensure the Financial and Managerial Capacity of GON Subgrantees (Financial and Managerial Capacity Terms)

Before the Grantee releases BEAD funds to any GON Subgrantee that is a municipality, such a Subgrantee must:

1. establish a broadband affiliate that is financially and operationally separate from the electric utility or any other public utility;
2. establish an independent account for the municipality's operations of BEAD-supported broadband service;
3. establish strict accounting measures to ensure market-based transactions between the municipality, and any of its utilities or affiliate(s); and submit and comply with a public cost allocation manual;
4. establish internal policies for inter-departmental or inter-utility loans that include interest rate and repayment terms;

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5. certify to the Grantee that it will abide by these Financial and Managerial Capacity Terms and the Financial Transparency Terms (below) throughout the BEAD period of performance and prominently post such certification on a publicly-available website.

B. Measures to Improve Financial Reporting Transparency of GON Recipients (Financial Transparency Terms)

Additionally, beginning in 2026 (or the year in which the Grantee and Subgrantee enter into an agreement) and on an annual basis thereafter, prominently post on a publicly-available website:

1. annual financial statements, including an income statement, cash flow statement, and balance sheet, audited by a third party;
2. all matters material to the issuance of any bonds used to fund BEAD networks (e.g., debt service delinquencies and defaults, non-payment covenant defaults, unscheduled reserve fund draws, adverse tax opinions, credit rating changes, bond calls, tender offers, and private debt placements);
3. any and all terms and conditions related to inter-departmental or inter-utility loans to fund the BEAD networks;
4. the number of, and positions of, any GONs employees who perform work for a municipality unrelated to broadband service;
5. all state- or municipally-sourced fees, taxes, or other financial contributions, whether pre-existing or subsequently established, directed to support the BEAD-funded network; and
6. any in-kind contributions made by the municipality and the source of such contributions (any utility, affiliate(s) or otherwise) to support the CUD/PUD's work to deploy BEAD-funded networks.

35. Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- The US Department of Commerce Standard Terms and Conditions
- Washington State Broadband Office BEAD Handbook
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – List of Broadband Service Locations by project area
- Attachment E – Letter of Credit or Performance Bond
- Attachment F – Certification to Requirement 51: Protecting the BEAD Program from Defaults
- Attachment G – NEPA Process and Documentation Certification
- Attachment H – Government Owned Network (GON) Certification

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General Terms and Conditions

1. Definitions

As used throughout this Contract, the following terms shall have the meaning set forth below:

a. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

b. “COMMERCE” or “Department” shall mean the Washington Department of Commerce.

c. “Contract” or “Agreement” or “Grant” means the entire written agreement between COMMERCE and the Subrecipient, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

d. "Subrecipient" or “Subgrantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Subrecipient.

e. “Modified Total Direct Costs” (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000.

f. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

g. “State” shall mean the state of Washington.

h. “Subaward” shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

i. "Subcontractor" shall mean one not in the employment of the Subrecipient, who is performing all or part of those services under this Contract under a separate contract with the Subrecipient. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

j. “Subrecipient” shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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2. Administrative Cost Allocation

Administrative costs that may be allowed as set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Subrecipient. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

4. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. Amendments

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. Americans With Disabilities Act (ADA) of 1990, Public Law 101-336, Also Referred to as the “ADA” 28 CFR Part 35

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. Approval

This Contract shall be subject to the written approval of COMMERCE’s Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. Assignment

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Subrecipient without prior written consent of COMMERCE.

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9. Attorney's Fees

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

10. Audit

If the Subrecipient expends $1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with BEAD General Terms and Conditions 38, for-profit Subrecipients expending $1,000,000 or more in federal awards in a fiscal year must submit either: (i) a financial related audit of each subgrant in accordance with Generally Accepted Government Auditing Standards; or (ii) program-specific audit for each subgrant in accordance with the requirements of 2 CFR 200.507.

Upon completion of each audit:

- If non-profit, Subrecipient shall send to the Federal Audit Clearinghouse.
- If for-profit, Subrecipient shall submit all audit documentation to COMMERCE.
- If the Subrecipient expends **less** than $1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Subrecipient shall notify COMMERCE they did not meet the audit requirement threshold.

11. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion- Primary and Lower Tier Covered Transactions

Subrecipient, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

d. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (federal, state, or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this Contract, the Subrecipient shall attach an explanation to this Contract.

The Subrecipient agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

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The Subrecipient further agrees by signing this Contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

a. LOWER TIER COVERED TRANSACTIONS

The lower tier Subrecipient certifies, by signing this Contract 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.
Where the lower tier Subrecipient is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Code Requirements

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. Confidentiality/Safeguarding of Information

a. “Confidential Information” as used in this section includes:

   i. All material provided to the Subrecipient by COMMERCE that is designated as “confidential” by COMMERCE;

   ii. All material produced by the Subrecipient that is designated as “confidential” by COMMERCE; and

   iii. All personal information in the possession of the Subrecipient that may not be disclosed under state or federal law.

b. The Subrecipient shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subrecipient shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Subrecipient shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subrecipient shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subrecipient shall make the changes within the time period specified by COMMERCE. Upon request, the Subrecipient shall immediately return to

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COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Subrecipient against unauthorized disclosure.

c. Unauthorized Use or Disclosure. The Subrecipient shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. Conflict of Interest

Subrecipient must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Subrecipient must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

16. Copyright Provisions

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Subrecipient hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Subrecipient hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents

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that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Subrecipient shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Subrecipient shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subrecipient.

17. Disallowed Costs

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. Disputes

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

a. The request for a dispute hearing must:
b. be in writing;
c. state the disputed issues;
d. state the relative positions of the parties;
e. state the Subrecipient's name, address, and Contract number; and
f. be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.
    i. The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.
    ii. The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.
    iii. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.
    iv. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
    v. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. Duplicate Payment

The Subrecipient certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. Governing Law and Venue

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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21. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. “Claim” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subrecipient’s obligation to indemnify, defend, and hold harmless includes any claim by Subrecipient’s agents, employees, representatives, or any subcontractor or its employees.

The Subrecipient’s obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Subrecipient, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient or its subcontractors, agents, or employees.

The Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

22. Independent Capacity of the Subrecipient

The parties intend that an independent Subrecipient relationship will be created by this Contract. The Subrecipient and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Subrecipient will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subrecipient.

23. Industrial Insurance Coverage

The Subrecipient shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Subrecipient the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by COMMERCE under this Contract and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Subrecipient.

24. Laws

The Subrecipient shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

25. Licensing, Accreditation and Registration

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

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26. Limitation of Authority

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

27. Local Public Transportation Coordination

Where applicable, Subrecipient shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. Nondiscrimination

a. Nondiscrimination Requirement. During the performance of this Agreement, the Subrecipient, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: SUBRECIPIENT, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUBRECIPIENT, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUBRECIPIENT, or subcontractor, has a collective bargaining or other agreement.

   The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

b. Obligation to Cooperate. SUBRECIPIENT, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUBRECIPIENT, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend SUBRECIPIENT, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that SUBRECIPIENT, including any subcontractor, is cooperating with the investigating state agency. In the event SUBRECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and SUBRECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. SUBRECIPIENT or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUBRECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SUBRECIPIENT may also be required to repay grant funds pursuant to Section 37 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies

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due to SUBRECIPIENT or subcontractor, or that thereafter become due, an amount for damages SUBRECIPIENT or subcontractor will owe COMMERCE for default under this provision.

29. Notification of Tenant Rights/Responsibilities

The Subrecipient shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Subrecipient shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

30. Pay Equity

The Subrecipient agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires similar skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

b. Subrecipient may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

   i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

   ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

   iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Subrecipient is not in compliance with this provision.

31. Political Activities

Political activity of Subrecipient's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

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32. Prevailing Wage Law

The Subrecipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Subrecipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

33. Procurement Standards for Federally Funded Programs

All Subrecipients must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Subrecipient's procurement system should include at least the following:

- A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- Minimum procedural requirements, as follows:
    i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
    ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
    iii. Positive efforts shall be made to use small and minority-owned businesses.
    iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Subrecipient, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
    v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
    vi. Some form of price or cost analysis should be performed in connection with every procurement action.
    vii. Procurement records and files for purchases shall include all of the following:
    viii. Subrecipient selection or rejection.
    ix. The basis for the cost or price.
    x. Justification for lack of competitive bids if offers are not obtained.
- A system for contract administration to ensure Subrecipient conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

Subrecipient and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

34. Prohibition Against Payment of Bonus or Commission

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under

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this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

35. Publicity

The Subrecipient agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

36. Recapture

In the event that the Subrecipient fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Subrecipient of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

37. Records Maintenance

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Subrecipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

38. Registration With Department of Revenue

If required by law, the Subrecipient shall complete registration with the Washington State Department of Revenue.

39. Right of Inspection

At no additional cost all records relating to the Subrecipient's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance,

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compliance, and quality assurance under this Contract. The Subrecipient shall provide access to its facilities for this purpose.

40. Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

41. Severability

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

42. Site Security

While on COMMERCE premises, Subrecipient, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

43. Subcontracting

The Subrecipient may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Subrecipient shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Subrecipient to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Subrecipient from subcontracting with a particular person or entity; or (c) require the Subrecipient to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Subrecipient is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Subrecipient shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Subrecipient to COMMERCE for any breach in the performance of the Subrecipient’s duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor’s performance of the subcontract.

44. Survival

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

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45. Taxes

All payments accrued on account of payroll taxes, unemployment contributions, the Subrecipient's income or gross receipts, any other taxes, insurance or expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

46. Termination for Cause

In the event COMMERCE determines the Subrecipient has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the Contract, COMMERCE shall notify the Subrecipient in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

47. Termination for Convenience

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

48. Termination Procedures

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Subrecipient to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Subrecipient the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Subrecipient and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Subrecipient such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Subrecipient shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice; Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

b. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

c. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

d. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;

e. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

f. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Subrecipient and in which COMMERCE has or may acquire an interest.

49. Treatment of Assets

Title to all property furnished by COMMERCE shall remain in COMMERCE. Any property of COMMERCE furnished to the Subrecipient shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.

a. The Subrecipient shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Subrecipient or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.

b. If any COMMERCE property is lost, destroyed or damaged, the Subrecipient shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

c. The Subrecipient shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.

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All references to the Subrecipient under this clause shall also include Subrecipient's employees, agents or Subcontractors.

50. Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

51. Work Hours and Safety Standards

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) Where applicable, all contracts awarded by recipients in excess of $100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is 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.

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Attachment A: Scope of Work

Scope of Work detailed here https://deptofcommerce.box.com/v/BEADSoWBentonCounty is incorporated into this contract.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

Signed by:
Michael Alvarez
D6C6F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

9/29/2026 | 3:32 PM PDT

DATE

Docusign Envelope ID: 7DDD46E5-A852-8E75-8382-54D654B8F14D

Attachment B: Certification of the Availability of Funds to Complete the Project

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	$7,421,783.00
Other Grants		
Grant #1	Federal Match	N/A
Grant #2		N/A
Total Other Grants		**$0.00**
Other Loans		
Loan #1		N/A
Loan #2		N/A
Total Loans		**$0.00**
Other Local Revenue		
Source #1	Private Match	N/A
Total Local Revenue		**$0.00**
Other Funds		
Source #1	In-Kind	N/A
Source #2		N/A
Total Other Funds		**$0.00**
Total Project Funding		**$7,421,783.00**

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Subrecipient, by its signature, certifies that project funding from sources other than those provided by this Contract Agreement and identified above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Contract Agreement, as of the date and year written below. The Subrecipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

Signed by:
Michael Alvarez
D8C8F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

9/29/2026 | 3:32 PM PDT

DATE

Docusign Envelope ID: 7DDD46E5-A852-8E75-8382-54D654B8F14D

Attachment C: Certification of the Payment and Reporting of Prevailing Wages

The Subrecipient, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Contract Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Subrecipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW and shall make such records available for COMMERCE’s review upon request.

If any state funds are used by the Subrecipient for the purpose of construction, applicable State Prevailing Wages must be paid.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient’s governing body as of the date and year written below.

Signed by:
Michael Alvarez
D6C6F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

9/29/2026 | 3:32 PM PDT

DATE

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Attachment D: List of Broadband Service Locations in BEAD Project Area

Locations detailed here https://deptofcommerce.box.com/v/BEADLocationsBentonCounty and CAI list detailed here https://deptofcommerce.box.com/v/BEADCAIsBentonCounty (if applicable) are incorporated into this contract.

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Attachment E: Letter of Credit or Performance Bond

Subgrantee shall provide WSBO the proof that they have obtained the required letter of credit or performance bond in conformance with BEAD Programmatic rules. The bond or letter of credit shall be maintained throughout the period of performance of the contract as required.

Letter of Credit must be received and approved by WSBO prior to execution of the subgrant contract. Performance bonds must be received and approved by WSBO within 60 days of contract execution.

Certification of Letter of Credit or Performance Bond requirement:

Subrecipient by signature certifies that they will provide and maintain the required letter of credit or performance bond consistent with the BEAD Programmatic rules.

Subrecipient shall maintain records and provide the necessary documentation to WSBO as stated above.

Signed by:
Michael Alvarez
D6C6F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

9/29/2026 | 3:32 PM PDT

DATE

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Attachment F: Certification to Requirement 51: Protecting the BEAD Program from Defaults

1. Subgrantee and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period; and

2. Subgrantee and any of its affiliates will not require or accept any additional Federal broadband service subsidies for the project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by the subgrant during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period, other than any such subsidies that were committed prior to the BEAD subgrant agreement. (This includes, but is not limited to, new operating expenses for any BEAD project(s) or BSL(s)).

I certify that the foregoing is true and correct.

Executed on 9/29/2026 | 3:32 PM PDT.

Signed by:
Michael Alvarez
D6C6F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

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Attachment G: NEPA Process and Documentation Certification

Subrecipient shall timely provide at a minimum a project description, designs, proposed work plans, CAD/GIS data, and any other requested materials to the WSBO retained NEPA and Historic Preservation Services Contractor, EA Engineering. The Subgrantee must obtain any required permits and must adhere to any applicable statutory deadlines as described in 42 U.S.C. 4336a(g).

EA Engineering shall be responsible for completing and documenting the NEPA and Historic Preservation Services (Section 106) processes for each BEAD project area. The subgrantee must work with EA Engineering to create a NEPA milestone schedule, which identifies estimated timelines and describes how the Subgrantee proposes to meet these timing requirements including, as required, the completion of consultations, the completion of NEPA and Section 106 reviews, and the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if needed. Subrecipients shall work with EA Engineering to ensure these processes are completed as required prior to any ground disturbance on each project area.

The Subgrantee will not commence implementation, and funds will not be disbursed until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified in BEAD General Terms and Conditions Section 13.E.

Subrecipient Certification of NEPA and Historic Preservation Services documentation:

The subrecipient certifies that they will provide required documentation and ensure it is accurate and complete to their knowledge.

Signed by:
Michael Alvarez
D6C6F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

9/29/2026 | 3:32 PM PDT

DATE

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Attachment H: Government Owned Network (GON) Certification

In accordance with Special Terms and Conditions 34: Additional Transparency Requirements for Government-Owned Networks (GON) to Ensure Financial Transparency and the Managerial Capacity of GON Subgrantees, Subgrantee certifies as follows:

We are a GON

We are not a GON

Signed by:
Michael Alvarez
D6C6F57E34874E4...

Michael Alvarez, Chair, Board of County Commissioners

9/29/2026 | 3:32 PM PDT

DATE

If certifying as a GON, the Subgrantee shall provide proof, to WSBO's satisfaction, that the Subgrantee has met the requirements laid out in Special Terms and Conditions 34: Additional Transparency Requirements for Government-Owned Networks (GON) to Ensure Financial Transparency and the Managerial Capacity of GON Subgrantees.

This information must be provided to and approved by WSBO prior to any reimbursements being made on your contract. The Subgrantee will update this information on an annual basis, as required by Condition 34.

Evidence standards for GON requirements can be found in the BEAD Handbook and may be updated.

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Washington State Department of Commerce

DocuSign Routing Form

SBO Unit

Review by (Title):	Name:	Date:	Initials:
Budget Analyst	Kari Newitt	7/8/2026 | 4:16 PM PDT	DS
Broadband Infrastructure Programs Manager	Jason Freeze	9/29/2026 | 3:48 PM PDT	DS
LGD Deputy Assistant Director (before AD signature)	Erika Henry	9/29/2026 | 3:50 PM PDT	DS

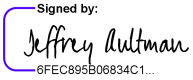
Certificate Of Completion

Envelope Id: 7DDD46E5-A852-8E75-8382-54D654B8F14D
Status: Completed
Subject: Complete with Docusign: BEAD_BentonCo_26-96212-005_Draft.docx, SBO Contract Routing Form-EAST B...
Division:
Local Government
Program: WSBO BEAD
ContractNumber: 26-96212-005
DocumentType: Contract
Source Envelope:
Document Pages: 45
Signatures: 10
Certificate Pages: 6
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Nicholas Zehrung
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
nicholas.zehrung@commerce.wa.gov
IP Address: 147.55.134.55

Record Tracking

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nicholas.zehrung@commerce.wa.gov
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Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Kari Newitt kari.newitt@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Drawn on Device Using IP Address: 147.55.149.244	Sent: 7/8/2026 2:44:32 PM Viewed: 7/8/2026 3:48:18 PM Signed: 7/8/2026 4:16:29 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Michael Alvarez michael.alvarez@co.benton.wa.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.52.46.117	Sent: 9/21/2026 12:09:04 PM Viewed: 9/29/2026 3:32:00 PM Signed: 9/29/2026 3:32:54 PM
Electronic Record and Signature Disclosure: Accepted: 9/29/2026 3:32:00 PM ID: 89dca9c0-c399-4a63-8fd8-4794a1715278		
Jeffrey Aultman jeffrey.aultman@co.benton.wa.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:b0a9:d098:9974:bf82:4519:ca1 Signed using mobile	Sent: 9/29/2026 3:32:58 PM Viewed: 9/29/2026 3:35:57 PM Signed: 9/29/2026 3:36:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/29/2026 3:35:57 PM ID: 659720bc-07a4-4511-905b-a7f9c3979885		

Signer Events	Signature	Timestamp
Jason Freeze jason.freeze@commerce.wa.gov Broadband Infrastructure Programs Manager Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.6.176	Sent: 9/29/2026 3:36:05 PM Viewed: 9/29/2026 3:47:25 PM Signed: 9/29/2026 3:48:58 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Erika Henry erika.henry@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.8.137	Sent: 9/29/2026 3:49:02 PM Viewed: 9/29/2026 3:50:02 PM Signed: 9/29/2026 3:50:08 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.29.31	Sent: 9/29/2026 3:50:11 PM Viewed: 9/29/2026 4:10:27 PM Signed: 9/29/2026 4:10:34 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Matt Rasmussen matt.rasmussen@co.benton.wa.us Benton County Public Works Security Level: Email, Account Authentication (None)	 Using IP Address: 50.52.46.117	Sent: 7/8/2026 4:16:30 PM Viewed: 9/21/2026 12:09:03 PM
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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 2:44:32 PM
Certified Delivered	Security Checked	9/29/2026 4:10:27 PM
Signing Complete	Security Checked	9/29/2026 4:10:34 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	9/29/2026 4:10:34 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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