

AGREEMENT

Between the

PUBLIC SERVICE COMMISSION OF WISCONSIN

and

[COUNTY/REDO OR TRIBE/GLITC]

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin (the “Commission”), representing the State of Wisconsin (“State”), and **[COUNTY/REDO OR TRIBE/GLITC]** (“Grant Recipient”) (collectively “Parties”) as of **[day], [month, date], 2023** and shall continue through May 1, 2025) (the “Performance Period”).

WHEREAS, on behalf of the State, the Commission administers the Broadband, Equity, Access and Deployment (BEAD) Local Planning Grant Program (“Program”) to provide funds for eligible activities; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, pursuant to the Order dated Wednesday, February 1, 2023, in docket 5-BP-2023 regarding Broadband and Digital Equity Planning ([PSC REF#: 458495](#)) the Commission approved formula funding, awarding to the Grant Recipient \$(**insert Award Amounts**) for eligible activities related to BEAD Local Planning described in Attachment B-Project Scope; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Grant Recipient and the Commission and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following documents are incorporated and made part of this Agreement:

- 1) Attachment A – Federal Compliance Requirements.
- 2) Attachment B – Project Scope.
- 3) Attachment C – Project Budget.
- 4) Attachment D – Reporting Requirements.
- 5) Attachment E – Grants System Reporting and Request for Payment.
- 6) Attachment F – Commission Order.
- 7) Attachment G – Confidentiality Request Form.

[COUNTY/REDO OR TRIBE/GLITC]

**PUBLIC SERVICE COMMISSION
OF WISCONSIN**

BY:

BY:

Applicant Name

Joe Fontaine

TITLE:

This is Job Title

TITLE:

**Administrator,
Division of Digital Access, Consumer
and Environmental Affairs**

DATE:

DATE:

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TERMS AND CONDITIONS APPLICABLE TO GRANT AWARDS
(last updated 2/2023)

- 1.0 **Definitions.** The following terms are given the stated meaning:
- 1.1 **Commission.** Commission means the Public Service Commission of Wisconsin, including its agents who have been delegated authority by the Public Service Commission of Wisconsin.
 - 1.2 **Commission Order.** Commission Order means the Order attached as Attachment F to this Agreement.
 - 1.3 **Eligible Costs.** Eligible Costs means those costs which can be audited by the Commission and which are directly attributable to activities identified in Attachment B-Project Scope and are identified in Attachment C-Project Budget, subject to any Amendments to this Agreement.
 - 1.4 **Grant Application.** Grant Application means the project-specific request submitted by the Grant Recipient pursuant to the application instructions issued by the Commission in the docket underlying the Commission Order.
 - 1.5 **Grant Award.** Grant Award means the Commission Order as it applies to the Grant Recipient, which identifies the funds awarded, including any specified other terms and conditions that apply to a specific approved Grant Application.
 - 1.5.1 The Grant Award supersedes any representations, commitments, conditions, or agreements made orally or in writing prior to the issuance of the Grant Award.
 - 1.5.2 The Grant Award may specify an award amount and other terms and conditions that are different from, or in addition to, those proposed in the Grant Application.
 - 1.6 **Project.** Project means the project or activities described in Attachment B-Project Scope.
 - 1.7 **Request for Payment.** Request for Payment means documents drafted by a Grant Recipient and submitted to the Commission for payment of funds from a Grant Award.
 - 1.8 **Total Award.** Total Award means the total dollar amount calculated for the Grant Recipient using the formula approved in the Commission Order.
 - 1.9 **Total Project Cost.** Total Project Cost means the Total Award plus any committed match as identified in Attachment C-Project Budget.
- 2.0 **Interpretation.** The Commission retains jurisdiction over the interpretation of the Commission Order and this Agreement, including these Terms and Conditions Applicable to Grant Awards. Regardless of which of the Parties is responsible for the drafting of the Agreement between the Parties, all terms will be construed in favor of the Commission. By executing this Agreement, the signatories in no way bind the Commission other than for purposes of funding the Grant Awards as authorized by the Commission Order. In the case of conflict between any part of this Agreement and the Commission Order, the Commission Order will control.
- 3.0 **Reimbursement.** The following conditions apply to Requests for Payment.
- 3.1 No Grant Award funds will be issued without a Request for Payment.
 - 3.2 The Grant Award is exclusive funding and will be used only for the Project. The Grant Recipient shall not apply funds authorized by the Commission Order to activities authorized under other grant awards or other grant proceedings unless authorized to do so by the Commission in Attachment B-Project Scope, or in an Amendment.

- 3.3 The Grant Recipient shall prepare and submit to the Commission a Request for Payment using the Commission's online Grants System, as outlined in Attachment E- Grants System Reporting and Request for Payment.
- 3.4 Updated templates may be issued in the future. In the event that a new template is issued, Grant Recipients will be notified of the change, and the new template will be made available to Grant Recipients on the Commission website.
- 3.5 Only Eligible Costs may be reimbursed. A Grant Recipient may request from the Commission (1) an amendment to Attachment C-Project Budget to add to or revise the list of expenses eligible for reimbursement or to transfer funds between cost categories, or (2) an amendment to Attachment B-Project Scope. Amendments shall be requested pursuant to Section 11.0 of these Terms and Conditions.
- 3.6 Each Request for Payment must include a copy of an invoice (or receipt) for each Eligible Cost item for which reimbursement is requested.
 - 3.6.1 The invoice will be used to document the actual purchase price of the Eligible Cost item that has been paid to the invoicing entity. A Request for Payment must be accompanied by written support of Eligible Costs, including internal accounting records or contracts, as appropriate or when requested by the Commission. A Request for Payment must provide an independent and auditable basis for the actual purchase price of each Eligible Cost item.
 - 3.6.2 For Eligible Cost items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient shall provide documentation showing the total hours contributed by employee class (e.g. engineer, construction worker, instructor, IT support, or assistive technology expert) that worked on the project, the date(s) that the work was done, and the total labor expense reported. Labor expense is limited to actual payroll and fringe benefit costs. Upon the request of the Commission, the Grant Recipient shall also provide a list of actual hours worked and the specific wage for each employee that worked on a Project, and any payroll documentation or other similar evidence that the Commission might request.
 - 3.6.3 For Eligible Cost items that do not have a transaction invoice or record and do not fall under the labor expenses addressed in Section 3.5.2, above, the Grant Recipient shall, with prior authorization from the Commission, in lieu of an invoice, submit a narrative description of the Eligible Cost along with any relevant documentation.
 - 3.6.4 The Commission may delay reimbursement of a Request for Payment until sufficient documentation of costs and project status, as determined by the Commission, is provided by the Grant Recipient.
 - 3.6.5 The Grant Recipient shall submit a final Request for Payment to the Commission no later than **30 days after the end of the Performance Period**, unless authorized by the Commission.
- 3.7 The reimbursement to the Grant Recipient will not exceed the amount of the Total Award unless expressly approved by the Commission in an Amendment, which can be requested pursuant to Section 11.0 of these Terms and Conditions.
 - 3.7.1 The reimbursement to the Grant Recipient will not exceed 90% of the amount of the Total Award prior to the submittal of a satisfactory final Project Status Report indicating project completion unless expressly approved by the Commission in an Amendment, which can be requested pursuant to Section 11.0 of these Terms and Conditions.

- 3.8 Each Request for Payment must include a statement of any cash or in-kind match contributed by the Grant Recipient and other project partners (“Contributed Match”).
- 3.8.1 The reimbursement due to the Grant Recipient for each Request for Payment is the amount of actual cost of each Eligible Cost item times the ratio of the Grant Award amount divided by the Total Project Cost. In no event shall the total reimbursement exceed the amount of the Total Award.
- 3.8.2 The Grant Recipient agrees that any Contributed Match that will be used for activities described in Attachment B-Project Scope has not and will not be used for cash or in-kind match for any other grant programs.
- 3.9 The Grant Recipient is responsible for reimbursement to the Commission for any disbursed Grant Award funds that are determined by the Commission to have been misused or misappropriated. If the Commission determines that any provision of the Grant Award has been breached by the Grant Recipient, the Commission may require and be entitled to reimbursement of any or all funds under the Grant Award. Any reimbursement of funds that is required by the Commission, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. Any funds due but not received by the Commission on or before the forty-fifth (45th) day will accrue interest at a rate of ten (10) percent per annum. The Commission also reserves the right to recover such funds by any other legal means including litigation. The Grant Recipient shall indemnify and hold harmless the Commission for all suits, actions, claims and the reasonable attorneys’ fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.
- 3.10 Requests for Payment shall be submitted to the Commission in the manner specified by the Commission. A Grant Recipient may request confidential handling of information contained in a reimbursement request by submitting, along with the reimbursement request, a request for confidential handling in accordance with the requirements set forth in section 3.10 of this agreement.
- 3.11 To request confidential handling of information contained in a Request for Payment, a Grant Recipient must submit the request in the form specified by the Commission, along with an affidavit containing: (1) the name and address of the person making the request; (2) the name and position of the person filing the request on the person’s behalf; (3) an accurate and complete summary of the contents of the record; and (4) an explanation of how the information satisfies one of the criteria specified in Wis. Admin. Code § PSC 2.12 (3) (a). The Commission will consider a request as provided in Wis. Admin. Code § PSC 2.12 (5). Information contained in a request for Payment will not receive confidential treatment unless the Commission has made a determination granting the request.

4.0 **Audit Requirement.**

- 4.1 All governmental and non-profit Grant Recipients that are required to comply with the Single Audit Act Amendments of 1996, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Single Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the Commission Order are included in the audit report. A governmental or non-profit Grant Recipient shall submit audit reports to the Commission within 180 days of the close of the entity’s fiscal year, unless waived by the Commission.
- 4.2 All other Grant Recipients shall submit an audit of the Grant Award in accordance with the Wisconsin State Single Audit Guideline requirements upon request from the Commission.

- 4.3 The Grant Recipient shall submit an agreed upon procedures audit upon request from the Commission. This audit will consist of procedures and questions requested by the Commission and will expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.
- 5.0 **Recordkeeping and Examination of Records.** The Commission will have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe, and copy on the Grant Recipient's premises any records and files of the Grant Recipient involving transactions relating to a Grant Award, including any agreements or MOUs with any partners related to the project or fiscal management of the award. The Commission will have access at any time to examine, audit, test and analyze any and all items purchased or constructed in whole or in part using funds provided by the Commission as part of a Grant Award.
- 5.1 If any of the above records and files are held in an automated format, the Grant Recipient shall provide copies of these records and files in the automated format or such computer file as may be requested by the Commission.
- 5.2 The Grant Recipient shall retain such records and files for at least three years following final payment of the Grant Award.
- 5.3 The Grant Recipient shall be responsible for any charges for copies provided by the Grant Recipient to the Commission of books, documents, papers, records, computer files or computer printouts.
- 5.4 The minimum acceptable financial records for a Grant Award consist of:
- 5.4.1 Documentation of employee time and compensation;
 - 5.4.2 Documentation of all equipment, materials, contracted labor, supplies and travel expenses;
 - 5.4.3 Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope;
 - 5.4.4 Documentation and justification of methodology used in any in-kind contributions;
 - 5.4.5 Rationale supporting allocation of space charges;
 - 5.4.6 Rationale and documentation of any indirect costs (submitted with initial invoice);
 - 5.4.7 Documentation of agreement services and materials; and
 - 5.4.8 Any other records that support charges to a Grant Award.
- 5.5 The Grant Recipient shall maintain reasonably prudent, as determined by the Commission, segregation of Project accounting records from accounting records relating to other projects or programs.

GENERAL TERMS AND CONDITIONS

- 6.0 **Compliance with Law.** The Grant Recipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project, including Attachment A-Federal Compliance Requirements. The Grant Recipient shall be bound by all Commission orders that in any manner affect the Grant Award.
- 7.0 **Indemnification.** The Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient shall indemnify and hold harmless the Commission and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project.

- 8.0 **Suspension.** For cause, and upon notice to the Grant Recipient, the Commission may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the Commission.
- 9.0 **Termination and Cancellation.** The Grant Recipient understands and agrees that the Commission may at a later time determine that a Grant Recipient is not in compliance with the Commission Order or the terms of this Agreement. In such case, the Commission may terminate the Grant Award. Upon termination, Grant Award funds will be limited to the Eligible Costs already incurred in carrying out the Project as of the date of termination. If the Grant Recipient wishes to cancel the Project, the Grant Recipient may submit a written request to the Commission requesting that the Commission approve the termination of the Grant Award. If the Commission grants the request, Grant Award funds will be limited to the Eligible Costs already incurred in carrying out the Project as of the date of termination.
- 10.0 **Waiver.** Failure or delay on the part of the Commission to exercise any power under the Commission Order or this Agreement will not constitute a waiver thereof.
- 11.0 **Amendment.** This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.
- 11.1 The Grant Recipient shall notify the Commission of any proposed significant changes in Attachment B-Project Scope or Attachment C-Project Budget as soon as practicable, and may only make such significant changes if the Commission signs an amendment authorizing and memorializing the significant change. Significant changes include:
- 11.1.1 Any transfer of funds among cost categories, direct or indirect, that exceed or are expected to exceed ten (10) percent of the approved total Project cost in Attachment C-Project Budget.
- 11.1.2 Any change in the list of expenses, as described in Attachment C-Project Budget.
- 11.1.3 Any change in the Project or activities, as described in Attachment B-Project Scope.
- 12.0 **Governing Law and Venue.** This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding shall be brought in a court of competent jurisdiction in Dane County, Wisconsin; the Parties consent to the jurisdiction of such court and waive any objections to such jurisdiction.

REPORTING REQUIREMENTS

- 13.0 **Project Status Reports.** The Grant Recipient shall submit an interim and final Project Status Report that captures the outreach deliverables to the Commission
- 13.1 **Format.** A sample report template for submitting a Project Status Report will be provided by the Commission. The Grant Recipient shall provide a response to each question that is applicable to the type of report being filed and the Project.
- 13.2 **Schedule.** Project Status Reports are due as follows:
- 13.2.1 An interim Project Status Report shall be prepared and submitted based on the schedule on the Project Status Report form until the project is complete and until the Grant Recipient submits a final Request for Payment.
- 13.2.2 A final Project Status Report is due at the same time that a Grant Recipient submits a final Request for Payment under Section 3.0 of this Agreement, no later than 30 days after the end of the performance period.

- 13.3 **Filing Procedure.** All Project Status Reports shall be submitted to the Commission in the manner specified by the Commission.
- 13.4 **Confidentiality.** A Grant Recipient may request confidential handling of information contained in an interim and/or final Project Status Report by submitting, along with the Project Status Report, a request for confidential handling in accordance with the requirements set forth by the Commission.

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ATTACHMENT A FEDERAL COMPLIANCE REQUIREMENTS

This Attachment A sets forth federal funding requirements applicable to federal funds under the BEAD Program, authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60304(c), Public Law 117-58, 135 Stat. 429 (November 15, 2021). The Subgrantee agrees to comply with the federal regulations applicable to this award listed below and all other applicable federal statutes, regulations, executive orders, and requirements applicable to this Agreement not described in Attachment A.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Department of Commerce Financial Assistance Standard Terms and Conditions. The Department of Commerce will apply to each award in this program, the Financial Assistance Standard Terms and Conditions in effect on the date of award.
3. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
4. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
5. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180. Further, the Subrecipient agrees to comply with the requirements of 2 C.F.R. Parts 1200 and 1326.
6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference.
7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
8. New Restrictions on Lobbying, 31 C.F.R. Part 21.
9. Generally applicable federal environmental laws and regulations:
 - a. Pursuant to 2 C.F.R. § 200.323, the Subgrantee represents and warrants that in its performance under the Agreement, the Subgrantee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - b. If this is a contract or subgrant in excess of \$150,000, the Subgrantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-

7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. Environmental and National Historical Preservation Requirements. The Subgrantee is responsible for obtaining obtain all necessary federal and local governmental permits and approvals necessary for the proposed work to be conducted if required.
11. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, the Subgrantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The Subgrantee shall inform its employees and contractors, in writing, in the predominant native language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above and at <https://www.oig.doc.gov/Pages/Whistleblower-Protection-Program.aspx>.
12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Subgrantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Subgrantee should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and the Subgrantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
14. Assurances of Compliance with Civil Rights Requirements.
 - a. As a condition of receipt of federal financial assistance under this Agreement, the Subgrantee ensures its current and future compliance with the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and the Department of Commerce's implementing regulations, published at 15 C.F.R. Part 8, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
 - iii. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by Eligible Entity and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
 - iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 C.F.R. Part 8b, which

- prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
- v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Department of Commerce implementing regulations published at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - vi. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., which provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. Note in this regard that Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities;" and
 - vii. Any other applicable non-discrimination law(s). Application requirements, award terms, and conditions do not impose civil rights and nondiscrimination law compliance requirements on Indian Tribes or Native Entities beyond what would otherwise apply under federal law.
- b. In addition, the Subgrantee ensures that it will account for and satisfy the following authorities:
- i. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (65 Fed. Reg. 50121), which requires federal agencies to examine the services that they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. Note that the Department of Commerce issued policy guidance on March 24, 2003 (68 Fed. Reg. 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-federal entities provide meaningful access to their LEP applicants and beneficiaries.
 - ii. Executive Order 13798, Promoting Free Speech and Religious Liberty, and Office of Management and Budget, M-20-09—Guidance Regarding Federal Grants and Executive Order 13798 (January 16, 2020), which provide that States or other public grantees may not condition sub-awards of federal grant money in a manner that would disadvantage grant applicants based on their religious character.

15. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this Federal contract, grant, loan, or cooperative agreement, Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly.

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

16. All contracts made by the Subgrantee under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, the Subgrantee must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
17. In accordance with 2 C.F.R. § 200.316, any real property, equipment, or intangible property acquired or improved with a federal award must be held in trust by the Eligible Entity or subgrantee as trustee for the beneficiaries of the project, other eligible activity, or program under which the property was acquired or improved.
18. Domestic Preference for Procurements (Buy American). The Subgrantee will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in the Infrastructure Act, Division G, Public Law 117-58, 135 Stat. 429.
19. Prohibition On Use of Grant Funds for Covered Communications Equipment or Services under the Secure and Trusted Communications Networks Act. The Subgrantee may not use BEAD funding to purchase or support any covered communications equipment or service, as defined in Section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608). Hatch Act. Agency agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

ATTACHMENT B PROJECT SCOPE

Scope of Work:

BEAD Local Planning Grants provide funds to support local broadband planning efforts and build local capacity that will be needed throughout BEAD infrastructure project implementation periods in the coming years. Planning and capacity building will be critical to ensure accountable allocation of resources that meet the needs of local communities. These local broadband planning findings will be incorporated into Wisconsin's Five-Year State Action Plan to guide the implementation of the BEAD program in the coming years.

The deliverables may include findings from outreach initiatives, conducting local needs assessments, mapping and broadband data analysis, and developing local plans for broadband development. Subrecipients will submit final deliverables to the Commission which will vary in detail based on their previous broadband planning work, and the scope of their planning activities described in their application. The Commission encourages the submission of an up-to-date broadband plan that includes but is not limited to a broadband needs assessment, current or upcoming broadband initiatives, and ideas and/or plans for broadband expansion in the applicable county(ies) and/or Tribal community(ies). Subrecipients will be required to submit an interim project status report and completed deliverables by June 19, 2023 and will submit a final project status report and deliverables to the Commission by May 1, 2025.

The performance period for this scope of work is following the Commission Order on February 1, 2023 ([PSC REF#: 458495](#)) through May 1, 2025.

Administration:

The PSC employee responsible for the administration of this Agreement shall be the PSC's Chairperson or their designee, who shall represent the PSC's interest regarding Agreement performance, financial records, and related considerations as outlined in this Agreement.

The Subgrantee employee responsible for the administration of this Agreement shall represent the Subgrantee's interest regarding Agreement performance, financial records, and related considerations. The PSC shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this Agreement shall be in writing, in electronic form or otherwise, to the addresses listed below:

To the PSC:

Joe Fontaine,
Division Administrator
Digital Access, Consumer
and Environmental Affairs
Public Service Commission of Wisconsin
4822 Madison Yards Way
Madison, WI 53705
PSCStateBroadbandOffice@wisconsin.gov

To the Subgrantee:

XXXX
XXXXXX
XXXXXXX
XXXXXX

**ATTACHMENT C
PROJECT BUDGET**

Award Amount and Permissible Uses:

Program: Broadband Equity, Access, and Deployment Program (BEAD) Local Planning Grant

Award Amount: \$ XXX,XXX

Permitted Uses of Funds

Category	Description	Type	Amount	Quantity	Total
Supplies			\$		\$
Labor (salary and fringe)					
Contractual			\$		\$
Other					
PROJECT TOTAL					\$

**ATTACHMENT D
REPORTING REQUIREMENTS**

Reporting is due on the following schedule:

- Subgrantees interim project status report and deliverables due by June 19, 2023.
- Subgrantees proposed final deliverables and final Project Status Report are due on or before May 1, 2025.

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ATTACHMENT E
GRANTS SYSTEM REPORTING AND REQUEST FOR PAYMENT

The PSC's new Grants System is used for both the application process as well as post-award project management. Subrecipients will use the Grants System for submitting interim and final project status reports and deliverables, and for submitting payment requests.

PSC Grants System Login: (<https://apps.psc.wi.gov/apps/grants/Account/Login?ReturnUrl=%2Fapps%2Fgrants>)

On the PSC Grants System Homepage (<https://psc.wi.gov/Pages/GrantsSystem.aspx>), you will find the following resources for using the Grants System:

- PSC Grants System User Guide (<https://psc.wi.gov/Documents/GrantsSystemUsersGuide.pdf>)
- PSC Grants System Overview Webinar Recording: (<https://register.gotowebinar.com/recording/7828729926378126944>)

ATTACHMENT F
COMMISSION ORDER

The Commission Order can be found on the Commission's Electronic Records Filing system (ERF) under Docket 5-BP-2023 and using ERF [PSC REF#: 458495](#). It is also included with this grant agreement.

**ATTACHMENT G
CONFIDENTIALITY REQUEST FORM**

Name of Entity Making Request (“Entity”)	Name of Entity Authorized Representative
Entity Address (Street & P.O. Box)	Title of Authorized Entity Representative
Entity City, St, Zip	Email Address of Entity’s Authorized Representative

The Entity Authorized Representative identified above (the “undersigned”) hereby affirms that he or she has the authority to execute this form on behalf of the Entity. The undersigned further affirms that the materials and information identified below include proprietary and confidential information which qualifies as a trade secret as provided in Wis. Stat. § 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law, Wis. Stat. §§ 19.31 to 19.39 or 196.795(9).

As such, the undersigned asks that certain pages or information, as indicated below, be treated as confidential material and not be released without giving the Entity prior notice to give its written approval, objection or other response to a request for disclosure. **Each document or page for which confidentiality is being requested must be itemized below.**

The undersigned affirms that the following is a true and accurate specific written description of the information for which confidentiality is requested. **This section identifies the sections, fields or parts of the attached document for which the request is being made and explains how the record satisfies one or more of the criteria provided in Wis. Stat. § 19.36(5) or another provision of the Wisconsin Public Records Law, Wis. Stat. § 19.31 to 19.39.**

Invoice No./Other Document Identifier	Row No. or Page No.	Summary/Description of Confidential Information (pursuant to item 3, below)	Why is the Information Confidential? (pursuant to item 4, below)

Invoice No./Other Document Identifier	Row No. or Page No.	Summary/Description of Confidential Information (pursuant to item 3, below)	Why is the Information Confidential? (pursuant to item 4, below)

Add additional rows to table as necessary by depressing your tab key within the bottom right field

Notary Expiration Date: _____ Permanent (No Expiration Date)

This document can be made available in alternate formats to individuals with disabilities upon request.