

AGREEMENT

Between the

PUBLIC SERVICE COMMISSION OF WISCONSIN

and

INSERT

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 **Insert** (“Grant Recipient”) (collectively “Parties”) as of **[Month, date ##], 2025** and shall continue through **[Month, date ##, year #####]**, (the “Performance Period”) for the **Insert** Project (“Project”).

WHEREAS, the State has received funds from the United States Department of Commerce, National Telecommunications and Information Administration (“DOC”, “NTIA”) under the Infrastructure Investment and Jobs Act of 2021, Division F, Title III, Section 60304, Public Law 117-58, 135 Stat. 1212 (November 15, 2021) (“Infrastructure Act” ; “IIJA”) also known as the Bipartisan Infrastructure Law (BIL), to administer the State Digital Equity Capacity Grant Program ; and

WHEREAS, on behalf of the State, the Commission administers the State Digital Equity Capacity Grant (“Program”) to provide funds for eligible activities; and

WHEREAS, pursuant to the Order dated **MM DD, 2025, in docket 5-DEC-2025** awarding grants for the Digital Equity Capacity grant cycle (**PSC REF#: XXXXX**) the Commission approved an award to Grant Recipient in the amount of \$XX.00 for eligible activities related to the **Insert** Project (“Project”) 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 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 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:

This Agreement, including its Attachments and any amendments, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Commission. The application does not form a part of this Agreement. In the event of a conflict between the provisions of this Agreement and the application, the provisions of this Agreement shall take precedence. The following documents are incorporated and made part of this Agreement:

- 1) Terms and Conditions Applicable to Grant Awards.
- 2) Attachment A – Federal Funding Compliance Requirements.
- 3) Attachment B – Project Scope.
- 4) Attachment C – Project Budget.
- 5) Attachment D – Reporting Requirements.
- 6) Attachment E – Grants System Reporting and Request for Payment.
- 7) Attachment F – Commission Order.
- 8) Attachment G – Federal Subaward Required Information

APPLICANT

PUBLIC SERVICE COMMISSION OF WISCONSIN

BY: _____
Authorized Representative

BY: _____
Joe Fontaine

TITLE: CEO

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

ADDRESS: ADDRESS
CITY, STATE
PHONE

ADDRESS: North Tower, 6th Floor
 Hill Farms State Office Building
 4822 Madison Yards Way
 Madison, WI 53705
 (608) 266-5481

DATE: _____

DATE: _____

Provider UEID Number:	INSERT
Assistance Listing Number:	11.032
Federal Award ID Number	55-31-DS048
PSC Award ID	

TERMS AND CONDITIONS APPLICABLE TO GRANT AWARDS

1.0 **Definitions.** The following terms are given the stated meaning:

- 1.1. **Affiliate** means a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For the purposes of this definition, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.2. **Agency or Commission** means the Public Service Commission of Wisconsin.
- 1.3. **Applicant** means an individual or organization submitting an application in response to this request for grant applications.
- 1.4. **Commission Order or Order**, means the Commission’s Order on MM DD, 2025 (PSC ERF REF: XXXXX), awarding Digital Equity Capacity Grants in docket 5-DEC-2025.
- 1.5. **Cooperative** means an entity incorporated under Chapter 185 of Wisconsin Statutes.
- 1.6. **DEA** – Digital Equity Act is a U.S. federal law, enacted as part of the 2021 Infrastructure Investment and Jobs Act, aimed at addressing the digital divide by ensuring that all individuals and communities, particularly those historically underserved, have access to affordable, high-speed internet, digital skills training, and necessary devices to participate in a digital society and economy.
- 1.7. **Eligible Costs** Eligible Costs mean those costs incurred and previously paid by Grant Recipient during the Performance Period that are not covered by any other federal or state funding, can be audited by the Commission, 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.
- 1.8. **Grant Application** means the Project-specific request submitted by Grant Recipient in response to the application instructions issued by the Commission in the docket underlying the Commission Order.
- 1.9. **Grant Award** means the Commission Order as it applies to the Grant Application, which identifies the funds awarded to Grant Recipient for the Project identified in Attachment B – Project Scope, including any specified other terms and conditions that apply to a specific awarded Grant Application.
 - 1.9.1. The Grant Award supersedes any representations, commitments, conditions, or agreements made orally or in writing prior to the issuance of the Grant Award.
 - 1.9.2. 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, including modifications proposed by a Grant Recipient during a comment or curing period.
- 1.10. **Grantee or Recipient** means an entity that has entered into a Grant Agreement with the Commission. The entity is considered a subrecipient under 2 CFR 200.
- 1.11. **Grant Recipient Contractor** means any of Grant Recipient’s authorized subcontractors, affiliates, subsidiaries, subgrantees, subrecipients, or any other third party acting on behalf of

or at the direction of Grant Recipient, directly or indirectly, in performing or providing the Project under this Agreement.

- 1.12. **Grant Recipient Personnel** means employees, agents, or any other staff or personnel acting on behalf of or at the direction of Grant Recipient or any Grant Recipient Contractor performing or providing the Project under this Agreement.
- 1.13. **IIJA** – the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, is a \$1.2 trillion funding package aimed at modernizing and improving the nation’s infrastructure.
- 1.14. **NTIA** – National Telecommunications and Information Administration – an agency of the U.S. Department of Commerce that focuses on telecommunications and information policy, playing a key role in expanding broadband access, managing federal spectrum use, and advising on internet policy. NTIA is the federal administrative agency for the Digital Equity Capacity Grant.
- 1.15. **Performance Period** means the period of time during which the grant awardee is expected to complete the grant activities and to incur or expend approved funds.
- 1.16. **Project** means the project or activities described in Attachment B – Project Scope.
- 1.17. **Request for Payment** means a complete request submitted, by Grant Recipient, in the format and the timeframe specified by the Commission for payment of funds from a Grant Award.
- 1.18. **State** means the State of Wisconsin and includes the Public Service Commission.
- 1.19. **Subsidiary** is an entity in which another entity (example, a parent or holding company) has a controlling share.
- 1.20. **Total Award** means the total dollar amount approved for the Grant Award in the Commission Order.

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 (Terms and Conditions) and any other Attachments to this Agreement. 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 must 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. Grant Recipient must prepare and submit to the Commission all Requests for Payment using the PSC Grants System or other means as directed by the Commission.
- 3.4. Each Request for Payment submitted through the PSC Grants System will contain an attestation certifying the request.

- 3.5. Grant recipient must complete certification form for each affiliate/subsidiary that has planned eligible, allocable and allowable costs for the work outlined in a grant agreement scope of work.
- 3.6. Upon satisfaction by Grant Recipient of the requirements of the Order and this grant agreement, the Commission will disburse funds to Grant Recipient for Eligible Costs in a total amount not to exceed the Total Award.
- 3.7. 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 (2) an amendment to Attachment B – Project Scope. Amendments must be requested pursuant to Section 20.0 of these Terms and Conditions.
- 3.8. With each Request for Payment, Grant Recipient must include a copy of an invoice, receipt, or other written support for each Eligible Cost item for which reimbursement is requested.
 - 3.8.1. The invoice or other written support, specified by the Commission, will document the actual purchase price of the Eligible Cost item. Reimbursement will only be granted up to and including the actual paid purchase price of the item. 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.
 - 3.8.2. For Eligible Cost items that do not have a transaction invoice, such as employee labor expenses, Grant Recipient must 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, Grant Recipient must 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.
 - 3.8.3. For Eligible Cost items that do not have a transaction invoice or record and do not fall under the labor expenses addressed in Section 3.8.2 above, Grant Recipient must, with prior authorization from the Commission, submit a narrative description of the Eligible Cost along with any relevant documentation in lieu of an invoice.
 - 3.8.4. For Eligible Cost items incurred by Grant Recipient Contractors, an executed contract that includes pricing and scope of work must be provided to the Commission upon request. The Commission may refuse reimbursement for contractual costs incurred without an executed contract.
 - 3.8.5. The Commission may delay reimbursement of a Request for Payment until sufficient documentation of costs, project status or other project information as determined by the Commission is provided by Grant Recipient.
 - 3.8.6. Grant Recipient must submit a final Request for Payment to the Commission within 30 days of completion of performance period.

3.9. The reimbursement to Grant Recipient will not exceed the Total Award unless expressly approved by the Commission in an Amendment, which can be requested pursuant to Section 20.0 of these Terms and Conditions.

3.9.1. The reimbursement to Grant Recipient will not exceed 90 percent of the amount of the Total Award prior to the submittal of the required final project status report and program evaluation information to the Commission.

3.10. Grant Recipient is responsible for reimbursement to the Commission for any disbursed Grant Award funds that are determined by the Commission to have been ineligible, misused or misappropriated, or not incurred during the performance period. If the Commission determines that any provision of the Grant Award, including the Grant Agreement or Commission Order has been breached by 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 45 days after giving written notice to Grant Recipient. The Commission also reserves the right to recover such funds by any other legal means, including litigation. Grant Recipient must 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.

Grant Recipient must promptly refer to the Commission any credible evidence that a Grant Recipient Contractor or Grant Recipient Personnel or other person has either: 1) submitted a false claim for grant funds as that term is used under any false claims act or other similar law, whether state or federal; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

4.0 **Audit Requirement.**

- 4.1. All governmental and non-profit Grant Recipients (non-federal entities) 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 issues by the Department of Administration, must ensure that funds awarded by the Commission Order are included in the audit report. A non-federal entity that reaches or exceeds the single audit threshold amount as defined by 2 CFR 200.501 (currently \$1,000,000.00 or more in expenditures) during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions 2 CFR parts 200.500 through 200.521. A non-federal entity must 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. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, risk assessments, monitoring during the agreement, post- award audits, and any other methods deemed necessary by the Commission.
- 4.4. Grant Recipient must submit an agreed upon procedures audit upon request from the Commission. This audit will consist of procedures and questions requested by the Commission and may expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

- 4.5. Submit one copy of the audit to email address listed below. Additionally, Grant Recipient must submit responses and corrective actions to be taken by management regarding any findings or comments issued by the auditor. If Grant Recipient has had an audit at any point outside of the Commission Grant Award, Grant Recipient must share the results of that audit with the Commission to the email address listed below, along with any corrective actions to be taken, and any findings or comments issued by the auditor.
- 4.6. Grant Recipient Submit one copy of the audit or letter confirming that the audit requirements are not applicable via email to PSCDigitalEquityCapacityGrant@wisconsin.gov.

5.0 **Recordkeeping, Examination of Records and Facilities.** The Commission will have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe, and copy any records and files of Grant Recipient involving activities relating to a Grant Award, including any agreements or memoranda of understanding with any partners or Grant Recipient Contractors related to the project or fiscal management of the award. The Commission or a contractor of 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, including inspection by a professional engineer.

- 5.1. If any of the above records and files are held in an automated format, Grant Recipient must provide copies of these records and files in the automated format, or such computer file as may be requested by the Commission.
- 5.2. Grant Recipient must retain Capacity Grant Program records and files in accordance with the guidelines mentioned in 2 CFR § 200.334 for at least three years from the date of submission of their final financial report.
- 5.3. Grant Recipient is responsible for any charges for copies provided by 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, including purchasing (procurement) records and procedures;
 - 5.4.3. Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope, as may be amended;
 - 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. Documentation of agreement services and materials; and
 - 5.4.7. Any other records that support charges to a Grant Award.
- 5.5. Grant Recipient must maintain reasonably prudent, as determined by the Commission, segregation of Project accounting records from accounting records relating to other projects or programs.

6.0 **Compliance with Law.** Grant Recipient and its agents and representatives, including all Grant Recipient Contractors and Grant Recipient Personnel, must 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, without limitation Infrastructure Investment and Jobs Act (IIJA) of 2021, applicable Commerce/NTIA guidance, all rules and regulations promulgated to implement IIJA, and any other federal or state laws applicable to this Agreement. In addition, Grant Recipient agrees to comply with all federal requirements listed in Attachment A – Federal Funding Compliance Requirements and all other applicable federal laws. Grant Recipient shall provide such compliance provisions with other parties in any agreements it enters into relating to the Terms and Conditions of this Agreement. Grant Recipient must maintain oversight to ensure that its Grant Recipient Contractors perform in accordance with the terms, conditions, and specifications of their subcontract agreement and all applicable Grant Agreements, state law, and federal law requirements.

Grant Recipient's failure to comply with the provisions of this Section shall be regarded as a material breach of this Agreement and the Commission may request any additional information or documentation to demonstrate compliance in the form of an audit or otherwise. The Commission may also cancel, terminate, and suspend, in whole or in part, this Agreement without penalty or legal liability. In addition, the Commission or its designee may declare Grant Recipient ineligible for future grant awards with the Commission or Grant Recipient may be subject to other sanctions as provided by law, rule, or order. Grant Recipient is bound by all Commission orders that in any manner affect the Grant Award.

- 7.0 **Required Attestation.** The following requirements shall apply to Grant Recipient, including all Grant Recipient Contractors and Grant Recipient Personnel. Grant Recipient shall require and cause any Grant Recipient Contractor and Grant Recipient Personnel used by Grant Recipient in the performance of the Agreement to certify, agree to, and be subject to and bound by each of the following requirements listed below. Within 15 working days after this Agreement is executed, Grant Recipient must submit an attestation to the Commission, attesting compliance with Sections 7.1, 7.2, and 7.3 of the Agreement, in the format specified by the Commission.

7.1. **Authorization to Transact Business.** Grant Recipient attests that it and its Grant Recipient Contractors, Affiliates, and if applicable, Grant Recipient Personnel, are authorized or registered to transact business in this state by the Department of Financial Institutions in compliance with Wis. Stat. chs. 178, 179, 180, 181, 183, 185, and any other applicable Wisconsin laws related to the authorization to transact business in Wisconsin.

7.2. **OSHA.** Grant Recipient and its agents and representatives, including all Grant Recipient Contractors, Affiliates, and Grant Recipient Personnel, agree to comply with all safety requirements under Wisconsin law and all applicable Occupational Safety and Health Administration (OSHA) standards.

- 8.0 **Insurance Requirements.** Grant Recipient shall provide and maintain in full force and effect at no cost to the Commission the following insurance coverage with limits as indicated, which may be revised by the Commission if required by state or federal law, at all times during the term of this Agreement. The certificate of insurance will be required upon request.

8.1. Grant Recipient shall maintain Worker's Compensation as required by Wisconsin Statutes, for all employees engaged in work.

8.2. Grant Recipient shall maintain commercial liability, bodily injury and property damage insurance against all claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be \$1,000,000 liability for bodily injury and property damage including products liability and completed operations.

- 8.3. Grant Recipient shall maintain motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for automobile liability and property damage.

- 9.0 **Indemnification.** 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. Grant Recipient must indemnify and hold harmless the Commission and all 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, including reasonable attorneys' fees and costs for enforcement. Grant Recipient must indemnify and hold harmless the Commission and all its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between itself and Grant Recipient Contractors and Grant Recipient Personnel to perform services or otherwise supply products or services.

Grant Recipient must also hold the Commission harmless for any audit disallowance irrespective of whether the audit is ordered by federal or state agencies or by the courts. If an audit is required by federal law and if Grant Recipient is also the recipient of Commission funds under the same or a separate contract program, then the Commission-funded programs must also be included in the scope of the federally required audit.

- 10.0 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to affect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant Award. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 11.0 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 12.0 **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.
- 13.0 **Sovereign Immunity.** The Commission does not waive any immunity defenses (including sovereign immunity, governmental immunity, immunity based on U.S. Constitutional amendment XI, or otherwise) or any other defenses available to either by entering into this Agreement and specifically retains and reserves all immunity defenses.
- 14.0 **Attorney's Fees and Expenses.** In the event Grant Recipient defaults on any of its obligations under this Agreement, Grant Recipient shall pay to the Commission all costs and expenses (including the reasonable value of time of Commission attorneys, the Attorney General's Office, and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Commission) incurred by the Commission in enforcing this Agreement or any of its rights and remedies with respect thereto.
- 15.0 **Disclosure.** If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or member of the official's immediate family owns or controls a ten percent interest, is a party to this Agreement, and if this Agreement involves payment of more than \$3,000 within a 12 month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing this Agreement.

Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

- 16.0 **Vendor Tax or Commission Assessment Delinquency.** Grant Recipients that have delinquent Wisconsin tax and/or Commission assessment liability may have their payments offset by the State of Wisconsin.
- 17.0 **Conflicts of Interest.** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831, 180.1911(1), and 181.0831, regarding conflicts of interest by directors in the conduct of state contracts. In addition, Grant Recipients must maintain written standards of conduct covering conflicts of interest in terms of the selections, award, and administration of contracts as provided below.
- 17.1. No Grant Recipient employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this Grant Award if he or she has a real or apparent conflict of interest with the entity that would receive the contract. The officers, employees, and agents of Grant Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from Grant Recipient Contractors or parties to subcontracts. However, Grant Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- 17.2. If Grant Recipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, Grant Recipient 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, Grant Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- 18.0 **Suspension.** For cause, and upon notice to 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.
- 19.0 **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.
- 20.0 **Amendment.** This Agreement may be amended at any time by written mutual consent of the Parties. Amendments must be documented in writing, dated, and signed by the Parties.
- 20.1. Grant Recipient must 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 such significant change. Significant changes include:
- 20.1.1. Any change in the list of expenses, contributions or in-kind, as described in Attachment C – Project Budget.
- 20.1.2. Any change in the Project or activities, as described in Attachment B – Project Scope.
- 20.1.3. Any transfer of funds among cost categories that exceed or are expected to exceed 10 percent of the approved Total Award Budget.
- 20.1.4. Any significant changes to the anticipated project timeline.
- 21.0 **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 or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objections to such jurisdiction.

- 22.0 **Assignment and Delegation.** Except as provided in this section or otherwise set forth in this Agreement, Grant Recipient shall not assign its rights hereunder without prior written consent of the Commission. Notwithstanding the foregoing, Grant Recipient may assign its rights hereunder to any entity that is an Affiliate without prior consent of the Commission provided that such Affiliate shall assume all obligations of Grant Recipient hereunder in writing in a manner reasonably acceptable to the Commission. Grant Recipient will give the Commission at least 45 business days prior written notice of any such permitted assignment hereunder. No such assignment shall release Grant Recipient from its liability hereunder unless Grant Recipient shall provide evidence to the reasonable satisfaction of the Commission of the Affiliate's ability to satisfy the obligations of Grant Recipient hereunder.
- 23.0 **Independent Contractor.** Grant Recipient, including its Grant Recipient Contractors and Grant Recipient Personnel, must not represent themselves as an employee or agent of the Commission or State of Wisconsin. Grant Recipient, including Grant Recipient Personnel, are not considered employees of the Commission or State of Wisconsin for any purpose, including federal or state tax purposes.
- 24.0 **Non-Discrimination and Affirmative Action Requirements.** Grant Recipient and its Grant Recipient Contractors and Grant Recipient Personnel shall not discriminate in employment and hereby certify that it will not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(05), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grant Recipient shall state in all solicitations or advertisements for employees placed by it or on its behalf that all qualified applicants shall receive consideration for employment without regard to age, race, religion, color, handicap, sex, or physical condition, developmental disability as defined in Wis. Stat. § 51.05(5), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. Grant Recipient and its Grant Recipient Contractors and Grant Recipient Personnel must comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to: (a) Title VI and VII of the Civil Rights Act of 1964, as amended; and (b) The Americans with Disabilities Act of 1990, as amended.

Except with respect to sexual orientation, Grant Recipient must take affirmative action to ensure equal employment opportunities. Grant Recipient must post in conspicuous places, available for employees and applicants for employment, notices required by law setting forth the provisions of the nondiscrimination clause.

Grant Recipient shall make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women. The balance in workforce shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the department of industry, labor, and human relations, the office of federal contract compliance programs and by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least two percent for whom Grant Recipient must make a reasonable accommodation.

Contracts estimated to be over \$50,000 require the submission of affirmative action documentation by Grant Recipient as specified by Wis. Stat. § 16.765 and Wis. Admin. Code § ADM 50. This may include

the submission of a full affirmative action plan and related documentation, or the submission of an exemption statement and related documentation. (See Department of Administration Form 3024, or its successor, for a listing of all applicable exemptions.) Within 15 working days after this Agreement is executed, Grant Recipient must submit all required Affirmative Action paperwork to the Commission, unless compliance eligibility is current as determined by the Commission. Grant Recipient shall also submit applicable affirmative action documentation for each Grant Recipient Contractor.

Failure to comply with the conditions in this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement, or the withholding of funds.

- 25.0 **Change in Funding/Right to Review and Amend.** Grant Recipient must notify the Commission within 10 days of any change in project funding from local, state, tribal, or federal sources that would overlap with the approved scope of work, duplicate the funding awarded by the Commission, modify the financing structure, or materially change the scope of the project that the Commission has approved. The Commission reserves the right to review, amend, or terminate the Agreement should any change in funding occur.

- 26.0 **Publicity.** When issuing statements, press releases, or any marketing or promotional materials describing the Project, Grant Recipient shall ensure that the materials or communications include this statement:

“This project [is being] [was] supported, in whole or in part, by federal award number 55-31-DS048 awarded to [name of Recipient] through \$[grant award amount] of funds from the U.S. Department of the Commerce through the Infrastructure Investment and Jobs Act (IIJA) and the State of Wisconsin, acting by and through the Public Service Commission of Wisconsin.”

In addition, during the Term and at all times after the termination or expiration of this Agreement, Grant Recipient shall not make any media release or other public announcement related to the Project(s) without prior written notification and opportunity for participation/involvement to the Commission. Except as otherwise required herein, Grant Recipient shall acquire no right to use, and shall not use, without the Commission's or the State of Wisconsin's prior written consent, the terms or existence of this Agreement, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the Commission or the State of Wisconsin, its related entities, employees, assigns, successors or licensees: (1) in any advertising, publicity, press release, customer list, presentation or promotion; or (2) to express or imply any endorsement of the Project(s).

- 27.0 **Termination and Cancellation.**

27.1. Grant Recipient understands and agrees that the Commission may at a later time determine that 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 Recipient shall return all Grant Award funds previously disbursed (regardless of whether spent) within 30 days of the written notice of termination, and the Commission shall exercise the remedies described in this Agreement. If Grant Recipient wishes to cancel the Project, Grant Recipient may submit a written request in the docket underlying the Commission Order requesting that the Commission approve the termination of the Grant Award. If the Commission grants the request, Grant Recipient shall return all Grant Award funds previously disbursed within 30 calendar days of the Commission's approval of the termination.

27.2. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. The State shall have no liability to the Grantee whatsoever where the

Project is ineligible for funding under applicable federal rules or in the event of termination due to non-appropriation of funds or receipt of funds by the Legislature or federal government.

- 28.0 **Funding Availability.** The funds awarded under this Agreement are dependent upon availability from the funding source(s), including federal funding sources, and termination of this Agreement for lack of available funds shall be without penalty. The Public Service Commission shall have no obligation to award, reimburse, or compensate Grantee for funds not provided by those funding sources.

Federal funds under this Agreement are provided by the NTIA in the Digital Equity Capacity grant program as amended and are subject to the continued availability of funding from the NTIA via the U.S. Department of Commerce.

- 29.0 **Suspension and Debarment.** In executing this Agreement, the Grant Recipient certifies that it is not suspended or debarred from receiving federally funded contracts. The Grant Recipient is subject to the debarment and requirements in 2 CFR Part 180, which implements Executive Orders 12549 and 12689, “Debarment and Suspension.” These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.
- 30.0 **Successors.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in with the Property during the Term.
- 31.0 **Contact Information.** Grant Recipient agrees to periodically review and update contact information in the PSC Grants System for this award. Recipient consents to the contact(s) listed in the grant system as the individual(s) held solely responsible for receipt of, and response to, Commission communications regarding the award.
- 32.0 **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing to the address below and a copy delivered electronically (via ERF, email or if possible, within the PSC Grant Management System). If to Grant Recipient, using the contact information maintained for the award in the PSC Grants System.

If to the Commission: Public Service Commission of Wisconsin
 Attention: DACEA Administrator
 P.O. Box 7854
 Madison, WI 53707-7854

PSCDigitalEquityCapacityGrant@wisconsin.gov

- 33.0 **Project Status Reports.** Grant Recipient must submit Project Status Reports to the Commission as provided below.

- 33.1. **External Evaluator:** Grant Recipient must work with the Commission’s assigned evaluator in the preparation of the program evaluation.
- 33.2. **Format.** Periodic Project Status reports are required. The types of information required are listed on Attachment D – Reporting Requirements to this Agreement. Current guidance is available on the Commission’s [Digital Equity Capacity Grant webpage](#) and Grant Recipient shall use the currently posted form and/or instructions when filing a Report. Grant Recipient must provide a response to each applicable question on the report being filed.

- 33.3. **Schedule.** Project Status Reports are due periodically as specified in Attachment D – Reporting Requirements.
- 33.3.1. Semiannual Project Status Reports must be prepared and submitted on the schedule determined by the U.S. Department of Commerce and the Public Service Commission.
- 33.3.2. A Final Project Status Report is due at the same time that a Grant Recipient submits a final Request for Payment. The final Request for Payment and the final Project Status Report are due no later than 30 days after the end of the performance period.
- 33.3.3. The Final Project Status Report must include a program measurement and evaluation component
- 33.4. **Filing Procedure.** All Project Status Reports must be submitted to the Commission in the manner and format specified by the Commission.
- 33.5. **Failure to File or Timely File.** Failure to file or timely file reports may result in termination of the award and recovery of funds up to the Total Award.

ATTACHMENT A

FEDERAL FUNDING COMPLIANCE REQUIREMENTS

- 1.0 **Overview.** This Attachment A sets forth federal funding requirements applicable, without limitation, to federal funds under the Infrastructure Investment and Jobs Act (IIJA) of 2021, Division F, Title III, Section 60304, Public Law 117-58, 135 1209 Stat. 1212 (November 15, 2021) (“Infrastructure Act”) also known as the Bipartisan Infrastructure Law (BIL). 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.

The “Grant Recipient” and the “Commission” for purposes of this Attachment A mean the parties identified in the Agreement, each party may also be referred to herein individually as a “Party” or collectively as the “Parties.” References in this Attachment A to the “Agreement” mean the grant Agreement between the Commission and Grant Recipient. Grant Recipient agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to, applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations and any other applicable laws not described in Attachment A. Grant Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement. The Commission reserves the right to amend Attachment A at any time by written mutual consent of the Parties as described in Section 20 of the Terms and Conditions Applicable to Grant Awards. In particular, changes or revisions in applicable federal laws may necessitate amendments to Attachment A. Capitalized terms not defined herein shall have the meanings provided in the Agreement and the Applicable Law.

- 2.0 **Digital Equity Capacity (DEC) Requirements.** DEC requirements are incorporated by reference as if fully set forth herein and are deemed to be contractual obligations of Grant Recipient. The Department of Commerce/NTIA Guidance clarify and provide guidance as to the applicable C.F.R. provisions relating to internal controls, subrecipient monitoring and management, program evaluation, protection of human subjects and personally identifiable information, and audit requirements that apply to the Commission and thereby subrecipients or contractors receiving such funds through this Agreement. These requirements are therefore considered legally binding and enforceable under this Agreement. The Commission reserves the right to pursue any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, or recoupment as may be necessary to ensure compliance with DEC requirements and the Terms and Conditions in this Agreement. Grant Recipient’s obligations in regard to DEC requirements include but are not necessarily limited to:

- 2.1. Infrastructure Investment and Jobs Act (IIJA) of 2021, Division F, Title III, Section 60304, Public Law 117-58, 135 1209 Stat. 1212 (November 15, 2021).
- 2.2. The State Digital Equity Capacity Notice of Funding Opportunity (“[NTIA NOFO](#)”) and Frequently Asked Questions (“[NTIA FAQ](#)”), including any updates or changes thereto. At the time of the publication of this Agreement, the NTIA FAQ was last updated as of **May 9, 2024**.
- 2.3. 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.
- 2.4. Applicable provisions of Federal Uniform Guidance ([2 C.F.R. part 200](#)), including but not limited to:

- 2.4.1. 2 C.F.R. § 200.216 (prohibition on certain telecom and video surveillance services and equipment);
 - 2.4.2. 2 C.F.R. § 200.303 (regarding internal controls);
 - 2.4.3. 2 C.F.R. § 200.322 (domestic preferences for procurements);
 - 2.4.4. 2 C.F.R. §§ 200.330 through 200.332 (regarding subrecipient monitoring and management);
 - 2.4.5. 2 C.F.R. § 200.471 (telecommunication costs and video surveillance costs); and,
 - 2.4.6. 2 C.F.R. part 200, Subpart F (regarding audit requirements).
- 2.5. Grant Recipient is required to incorporate program measurement and evaluation activities as a part of their program design and implementation. These activities must include documentation of the Wisconsin Digital Equity Plan (DE Plan) implementation efforts, and the progress made toward meeting the measurable objectives identified in the DE Plan, including the success of specific funded projects in meeting the performance objectives of the Program.
- 2.6. The Subgrantee must comply with the Department of Commerce regulations relating to the protection of human subjects for all research conducted.
- 2.7. Grant Recipient must protect personally identifiable information as required by 2 C.F.R. §200.303(e) and provide protection of human subjects as required by 15 C.F.R. Part 27.
- 2.7.1. The Human Subjects Research Guidance (posted August 29, 2022) (HSR) for Digital Equity (DE) is incorporated by reference into this specific award condition and identifies three HSR classification categories: Category 1 – Not Conducting Human Subjects Research; Category 2 - Exemption Request; and Category 3 – Human Subject Research Non-Exempt.
 - 2.7.2. Grant Recipient must work with the Commission to classify their project according to the above categories to receive the appropriate authorization from NIST.
- 2.8. Any other specific grant award requirements set forth in any Agreement or other similar document between the State of Wisconsin and federal government governing the use of DEA funds or applicable to Projects receiving DEA funds.
- 2.9. Cybersecurity Best Practices. Grant Recipient must ensure that the planning, design, and project oversight phases of the programs and activities funded through the Digital Equity Capacity Grant Program are consistent with current industry best practices for cybersecurity, such as the [NIST Cybersecurity Framework](#) and [Cybersecurity and Infrastructure Security Agency \(CISA\) Cybersecurity Performance Goals \(CPGs\)](#). These performance goals provide a baseline set of cybersecurity practices that are broadly applicable, with known risk reduction value. NTIA reserves the right to review a recipient's cybersecurity framework and recipients must review the cybersecurity framework of its subrecipients.

3.0 **Federal regulations applicable to this Agreement include, without limitation, the following:**

- 3.1. Universal Identifier (UID) 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. Grant Recipient must normally (i) be registered in SAM.gov before submitting an application (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a

federal awarding agency. Proof of SAM registration and corresponding account information must be provided by Grant Recipient before any payments will be made under the Agreement.

- 3.2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Department of Commerce/NTIA may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Department of Commerce/NTIA. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 3.3. Internal Controls and Single Audit Act, Subpart F, Funds allocated in connection with the Agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332. In addition to the auditing requirement described in Section 4.0 of the Terms and Conditions Applicable to Grant Awards, Grant Recipient agrees to comply with C.F.R. 200, Subpart F - Audit Requirements and to ensure the cooperation of Grant Recipient's agents and representatives, including Grant Recipient Contractors and Grant Recipient Personnel, in efforts by the Commission to audit, monitor, and review Grant Recipient's performance under this Agreement with 2 C.F.R. § 200 and any other Applicable Laws.

These audit requirements do not generally apply to for-profit business; however, the Commission remains responsible for ensuring compliance with the Agreement and IJIA requirements through the implementation of audit and monitoring controls pursuant to 2 C.F.R. 200.501(h). The requirements of this Section shall apply to Grant Recipient and Grant Recipient Contractors. Grant Recipient shall require and cause any Grant Recipient Contractor or subgrant recipient or subrecipient used by Grant Recipient in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.

- 3.4. Restriction on Leveraging Funding. No portion of the funds received under the Agreement may be used for the purpose of obtaining additional federal funds under any other law of the United States, except if authorized under that law.
- 3.5. Recovery of Funds. If a State or federal audit takes exception to the Project(s) provided under the Agreement for which federal funds have been paid or reimbursed, or if federal funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws applicable to the expenditure of such funds, including IJIA Requirements), Grant Recipient will be liable to the Commission and the State or Wisconsin (or any other applicable governmental entity, including the United States Department of Commerce) for the full amount of any such payment, reimbursement, or any claim disallowed (or the amount of funds expended in violation of applicable laws or requirements) and for all related penalties incurred. If the Commission or any federal governmental entity concludes that Grant Recipient has been paid for any cost that is unallowable, unlocatable, or unreasonable under the Agreement, Grant Recipient will be liable to the Commission and the State of Wisconsin (or any other applicable governmental entity, including the United States Department of Commerce) for such cost. Grant Recipient shall pay to the Commission or State of Wisconsin (or any other applicable governmental entity, including the United States Department of Commerce) all amounts for which Grant Recipient is liable under this section within 10 business days of receiving a written demand or written notice. The Commission may withhold any payment under the Agreement if Grant Recipient fails to timely make any payment required by this Section. The requirements of this Section shall apply to Grant Recipient and Grant Recipient Contractors. Grant Recipient shall require and cause any Grant Recipient

Contractor or subgrantee or subrecipient used by Grant Recipient in connection with the Agreement to agree to and be subject to and bound by such terms and provisions.

- 3.6. 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.
- 3.7. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 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 and Commerce's implementing regulation at 31 C.F.R. Part 19. 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.
- 3.8. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.331
- 3.9. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 3.10. Any generally applicable federal environmental laws and regulations: Sub-grantee agrees
 - 3.10.1. Pursuant to 2 C.F.R. § 200.323, Contractor represents and warrants that in its performance under the Agreement, Contractor 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.
 - 3.10.2. If this is a contract or subgrant in excess of \$150,000, Contractor 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 federal funds. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 3.11. Protections for Whistleblowers.
 - 3.11.1. In accordance with 41 U.S.C. § 4712, Grant Recipient 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.

- 3.11.2. The list of persons and entities referenced in the paragraph above includes the following:
- 3.11.2.1. A member of Congress or a representative of a committee of Congress;
 - 3.11.2.2. An Inspector General;
 - 3.11.2.3. The Government Accountability Office;
 - 3.11.2.4. A Commerce employee responsible for contract or grant oversight or management;
 - 3.11.2.5. An authorized official of the Department of Justice or other law enforcement agency;
 - 3.11.2.6. A court or grand jury; or
 - 3.11.2.7. A management official or other employee of Agency contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 3.12. Grant Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 3.13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grant Recipient 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.
- 3.14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grant Recipient should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Grant Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 3.15. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms Pursuant to 2 CFR § 200.321, the Recipient and its subrecipients must take all necessary affirmative steps (as described in 2 CFR § 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 3.16. Assurances of Compliance with Civil Rights Requirements.
- 3.16.1. As a condition of receipt of federal financial assistance under this Agreement, Grant Recipient ensures its current and future compliance with the following:
 - 3.16.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin, as implemented by the Department Commerce Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

- 3.16.1.2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- 3.16.1.3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by Eligible Entity and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- 3.16.1.4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 C.F.R. Part 8b, which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
- 3.16.1.5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Department of Commerce implementing regulations published at 15 C.F.R. Part 20, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- 3.16.1.6. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., which provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. Note in this regard that Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities;" and
- 3.16.1.7. Any other applicable non-discrimination law(s). Application requirements, award terms, and conditions do not impose civil rights and nondiscrimination law compliance requirements on Indian Tribes or Native Entities beyond what would otherwise apply under federal law.

3.16.2. In addition, Grant Recipient ensures that it will account for and satisfy the following authorities:

- 3.16.2.1. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (65 Fed. Reg. 50121), which seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Grant Recipient understands that denying a person access to its programs, services, and

activities because LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Action of 1964 and the Department of the Commerce's implementing regulations.

3.16.2.2. 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.

3.17. 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:

3.17.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.17.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.17.3. 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.

3.18. All contracts made by the Grant Recipient 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 Grant Recipient 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.

3.19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video

surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 3.20. 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.

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ATTACHMENT B

PROJECT SCOPE

The Grant Recipient shall implement the project [project name] described in the Grant Application PSC REF#: [555555 with hyperlink] and summarized here.

Project Summary

[copy and paste from each application or summarize]

[fill in these main 3 points: 1.who & how many; 2. Where; 3. Framework aspect (A)AA+D]

The grantee estimates to serve through this project [count 1234] unique individuals

These events will take place in the [place]– i.e., City xy or County xy]

Overall, this project will address, [affordability, adoption and device access] – list all that apply] to basic telecommunications services.

Digital Equity Plan Alignment

[Few key points from the application for the below components]

Project Outcomes [WHAT for whom w/count by goal]

Goal 1:

Goal 2:

Goal 3:

Project Implementation [HOW by goal, with a what-for whom-summary]

(Goal 1: what, whom, count)

[How]

(Goal 2: what, whom, count)

[How]

(Goal 3: what, whom, count)

[How]

ATTACHMENT C

PROJECT BUDGET

Grant Summary	
Awardee:	XXXX
Award UID#:	
Award Amount:	\$XX.00

Budget Detail		
Budget Category	Award	Notes
Contractual, Consultant fees	\$0	
Training	\$0	
Rent / Occupancy		
Equipment	\$0	
Supplies	\$0	
Labor (Salary, Fringe)	\$0	
Travel	\$0	
Other	\$0	
Indirect Costs	\$0	
TOTAL	\$0	

ATTACHMENT D

REPORTING REQUIREMENTS

Reporting is due on the following schedule:

- 1.0 Once the Grant Agreement has been signed, Project Status reports are due semi-annually as determined by the Commission as preliminarily outlined in the schedule below. Semiannual Project Status Reports are due until the project is completed and a Final Project Status report is filed. A Final Report can be filed instead of the Semiannual Status Report in the semi-annum the project is completed.
- 2.0 A Final Project Status Report is due when the project is completed, and a final Request for Payment is made. (Terms and Conditions Applicable to Grant Awards, Section 33.0.)
- 3.0 A program evaluation must be included in the Final Project Status Report that documents Wisconsin Digital Equity Plan implementation efforts and the progress made by the project toward meeting the measurable objectives identified in the WI DE Plan and the performance objectives of the Program.

Project Status Report sample follows. Go to the Commission's [Digital Equity Capacity Grant Program webpage](#) for up-to-date forms including a location data template for final reporting. The Commission will notify Grant Recipient of any changes to reporting formats or submission requirements.

Year	Report	Period Covered	Due Date
2026	Semi-annual Report S1	October 1, 2025 – March 31, 2026	April 15, 2026
	Semi-annual Report S2	April 1, 2026 – September 30, 2026	October 15, 2026
2027	Semi-annual Report S1	October 1, 2026 – March 31, 2027	April 15, 2027
	Semi-annual Report S2	April 1, 2027 – September 30, 2027	October 15, 2027
2028	Semi-annual Report S1	October 1, 2027 – March 31, 2028	April 15, 2028
	Semi-annual Report S2	April 1, 2028 – September 30, 2028	October 15, 2028
2029	Semi-annual Report S1	October 1, 2028 – March 31, 2029	April 15, 2029
End of Project*			Within 30 Days of Project Completion

Reporting requirements may include but are not limited to:

- Covered Population(s) groups served;
- Number of people served;
- Number of implemented eligible activities by type;
- Anecdotal/personal testimony demonstrating the positive impact of the Program;
- Quantifiable evidence of progress toward the measurable objectives identified in the DE Plan;
- Impact on:
 - Economic and development outcomes;
 - Educational outcomes;
 - Health outcomes;
 - Civic and social engagement; and
 - Delivery of essential services

ATTACHMENT E

GRANTS SYSTEM REPORTING AND REQUEST FOR PAYMENT

The PSC Grants System is used for both the application process as well as post-award project management.

Recipients will use the Grants System for submitting project status reports and deliverables, and for submitting payment requests.

PSC Grants System Login: (<https://apps.psc.wi.gov/apps/grants/Account/Login>)

For assistance on using the grant system, visit:

- PSC Grants System Homepage (<https://psc.wi.gov/Pages/GrantsSystem.aspx>)
- PSC Grants System User Guide (<https://psc.wi.gov/Documents/GrantsSystemUsersGuide.pdf>)

ATTACHMENT F

COMMISSION ORDER

The Commission Order can be found on the Commission's Electronic Records Filing system (ERF) under Docket 5-DEC-2025 and PSC REF#: XXXXXX. It is also included with this grant agreement.

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ATTACHMENT G

FEDERAL SUBAWARD REQUIRED INFORMATION

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