STATE OF MINNESOTA

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

**OFFICE OF BROADBAND DEVELOPMENT**

**GRANT CONTRACT AGREEMENT**

**Broadband Infrastructure Development Program**

**Grantee**

**Project**

**Grant #**

**$ Award Amount**

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development (DEED), Office of Broadband Development (OBD), (“State”) and ("Grantee").

# Recitals

1. Under [Minn. Stat. 116J.395](https://www.revisor.mn.gov/statutes/cite/116J.395) - [116J.396](https://www.revisor.mn.gov/statutes/cite/116J.396) the State is empowered to enter into this grant contract agreement to assist broadband providers with eligible infrastructure acquisition and installations costs.
2. The State is in need of partnerships to promote the expansion of access to broadband service to all areas of the state and to incent deployment of broadband infrastructure to unserved and underserved areas of the state.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. If administrative costs are eligible under this grant then pursuant to [Minn. Stat. §16B.98](https://www.revisor.mn.gov/statutes/?id=16B.98), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

# Grant Contract Agreement

## Term of Grant Contract Agreement

### Effective date

The date the State obtains all required signatures under [Minn. Stat.§16B.98](https://www.revisor.mn.gov/statutes/?id=16B.98), Subd. Per [Minn. Stat.§16B.98](https://www.revisor.mn.gov/statutes/?id=16B.98), Subd. 5*,* the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](https://www.revisor.mn.gov/statutes/?id=16B.98) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

### Expiration date

December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### Survival of Terms

The following clauses survive the expiration or termination of this grant contract agreement: 9. Liability; 10. State Audits; 11. Government Data Practices and Intellectual Property Rights; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction and Venue; and 15. Data Disclosure.

## Grantee’s Duties

### Duties, Deliverables, and Completion Dates

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](https://www.revisor.mn.gov/statutes/?id=16B.97), Subd. 4 (a) (1) and will perform the duties outlined in Exhibit A, which is attached and incorporated into this grant contract agreement.

The following exhibits are attached and incorporated into this grant contract agreement:

EXHIBIT A-Grantee’s Duties

EXHIBIT B-Grant Application is incorporated into this contract by reference: *No terms or conditions of the Grant application will be construed to modify, diminish, or derogate the terms and conditions of this Contract.*

EXHIBIT C-Approved Budget

EXHIBIT D-Project Timetable

EXHIBIT E-Conflict of Interest Form

EXHIBIT F-Prevailing Wage Form

### Provisions for Contracts and Sub-grants

#### Contract Provisions

#### The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-Grantees to comply with applicable state and federal laws.

#### Ineligible Use of Grant Funds

#### The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.

#### Job Listing Agreements

Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives $200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

#### Payment of Contractors and Subcontractors

The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

## Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

## Consideration and Payment

### Consideration

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

#### Compensation

The Grantee will be paid for services performed in Exhibit A in accordance with the breakdown of costs as set forth in Exhibit C, up to the agreed-upon match. Total compensation not to exceed **$ Grant Award**.

In accordance with [Minn. Stat.116J.395](https://www.revisor.mn.gov/statutes/cite/116J.395), Subd. 7, the grant will pay for % of the total eligible project costs. This requires a local match of % for the purpose of this project, which equates to **$ Match Amount** for a total eligible project cost of **$ Total Project Cost**

#### Travel Expenses

Reimbursement for the reasonable travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will not exceed the amounts allowed as components of the activities in Exhibit C. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **$ Grant Amount**.

### Payment

#### Invoices

The State will disburse funds pursuant to this grant contract agreement, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the services actually performed and invoices must correspond to the line-item cost categories in the approved grant Contract agreement budget, included here as Exhibit C*.* The State will provide reimbursement payment request forms. Payment requests must be submitted at a minimum of once per year, however quarterly payment requests are recommended. All project expenditures reimbursable by the grant must end by the grant-term expiration date, and final payment requests for reimbursement must be received no later than 30 days after the grant-term expiration date, unless written approval for an extension of up to 90 days is provided by State’s Authorized Representative. The reimbursement to the Grantee will not exceed 90 percent of the amount of the total grant award prior to the submittal of the required final reports and closeout confirmation by the State.

#### Eligible Costs

Eligible costs include the costs identified in Exhibit C of this grant contract agreement that are incurred on or after the effective date for the grant award through the end of the grant contract agreement period.

#### Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### Limits to Reimbursement

### The State shall not reimburse Grantee for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of Grantee’s participation in programs for any liability accrued thereunder before or after the effective date of this grant contract agreement.

### Contracting and Bidding Requirements

1. For purposes of Section 4.3, services/and or materials means all contracted labor, goods or services the Grantee requires to complete their obligations under this grant contract agreement.
2. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.
3. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
4. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
5. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
   1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](http://www.mmd.admin.state.mn.us/process/search/)
   2. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](https://mcub.metc.state.mn.us/)
   3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central)
6. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
7. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
8. Notwithstanding (a) - (e) above, the State may waive bidding process requirements when:
   1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
   2. It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
9. Payment of Prevailing Wages to Contractors:
   1. Prevailing wage rates are required to be paid on an economic development project site if that project receives or will be receiving state financial assistance in the form of a grant where a single business receives $200,000 or more of the grant proceeds, a loan or the guaranty or purchase of a loan if a single business receives $500,000 or more of the loan proceeds, or certain tax incentives, per Minn. Stat. § 116J.871. For economic development projects subject to the prevailing wage requirements in Minn. Stat. § 116J.871, Grantee must ensure that Grantee and all contractors and subcontractors comply with applicable prevailing wage requirements including submitting all required certified payroll records, as described in the attached “Prevailing Wage Certification – Minn. Stat. § 116J.871”, to the following email address: wagedata.deed@state.mn.us.
   2. Pursuant to Minn. Stat. § 116J.398, Minn. Stat. § 116J.871 does not apply to a project receiving a grant under Minn. Stat. § 116J.395 for the construction, installation, remodeling, and repair of last-mile infrastructure, as defined under Minn. Stat. § 116J.394. The Grantee must complete the attached Prevailing Wage Disclosure Form.
10. The Grantee must not contract with vendors who are suspended or debarred in MN <http://www.mmd.admin.state.mn.us/debarredreport.asp>

## Reporting Requirements

Reporting requirements are contained in Exhibit A Grantee’s Duties, which is attached and incorporated into this Grant Contract Agreement.

## Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

## Monitoring and Corrective Action

Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions, Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by the State. Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

## Authorized Representative

### State’s Authorized Representative

The State's Authorized Representative is Broadband Grants Administrator, Great Northern Building, 12th Floor, 180 E 5th St., St. Paul, MN 55101, 651-259-7610, [deed.broadband@state.mn.us](mailto:deed.broadband@state.mn.us), or their successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoiced reimbursement request submitted for payment.

### Grantee’s Authorized Representative

The Grantee’s Authorized Representative is Name, Address, phone, email. If the Grantee’s Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## Assignment, Amendments, Waiver and Grant Contract Agreement Complete

### Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

### Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State’s right to enforce it.

### Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

## Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee’s agents, employees or independent contractors. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

## Audits

Under [Minn. Stat. § 16B.98,](https://www.revisor.mn.gov/statutes/?id=16B.98) Subd.8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## Government Data Practices and Intellectual Property Rights

### Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](https://www.revisor.leg.state.mn.us/statutes/?id=13), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](https://www.revisor.leg.state.mn.us/statutes/?id=13.08) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.

### Intellectual Property Rights

The Grantee represents and warrants that Grantee’s intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee’s intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](https://www.revisor.leg.state.mn.us/statutes/?id=176.181), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

## Publicity and Endorsement

### Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

### Endorsement

The Grantee must not claim that the State endorses its products or services.

## Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## Termination

### (a) Termination by the State

#### The State may immediately terminate this grant contract agreement with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### (b) Termination by The Commissioner of Administration

#### The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

### Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

1. It does not obtain funding from the Minnesota Legislature.
2. Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State’s receiving that notice.

## Data Disclosure

Under [Minn. Stat. § 270C.65](https://www.revisor.leg.state.mn.us/statutes/?id=270C.65), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## Accounting

For all expenditures of funds made pursuant to this grant contract agreement, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

## Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat.§16B.98](https://www.revisor.mn.gov/statutes/?id=16B.98) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](https://mn.gov/admin/government/grants/policies-statutes-forms/) (Current Policies tab).When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form (Exhibit E) indicating whether or not a potential or actual conflict of interest exists.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat.* § 16A.15.

By:

Title:

Date:

SWIFT Contract/PO No(s):

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By:

Title:

Date:

By:

Title:

Date:

**3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

By:

(WITH DELEGATED AUTHORITY)

Title:

Date:

Distribution:

Agency

Grantee

State’s Authorized Representative

# EXHIBIT A – GRANTEE’S DUTIES

1. **Administer the project** in accordance with the requirements of the Minnesota Border-to-Border Broadband Development Grant program, Minn. Stat. § 116J.394-116J.396; and policies and procedures developed by the State. Grantee is expected to invest **$ Total project cost**, in overall eligible expenditures in the name of project in geographic description of project area; including the **$ Grant Amount** of state grant funds contributed and awarded to you by Minnesota’s taxpayers.
2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to **# of** passings in County/townships/cities listed, including locations identified in location data sheet (Exhibit B). Upon completion, this project will reliability exceed speeds above the 2026 state speed goals (at least 100 Mbps download and at least 20 Mbps upload) and be scalable to 100/100 Mbps symmetrical, at retail prices stated in the grant application (Exhibit B).

Construction of broadband infrastructure may include any of the following: project planning; obtaining construction permits; construction of facilities, including construction of “last mile”and/or “middle mile” or both infrastructure; equipment (including fiber); and installation and testing of the broadband service. Costs incurred on or after the effective date of this contract that are eligible for reimbursement from the state grant fund cannot exceed **$ grant amount**, the agreed upon grant award. Total project cost is **$ total cost amount**, with the remainder of costs covered by grantee. The remaining **$** match amount will be covered by Albany Mutual Telephone Association.

1. **Reporting:** Grantee will file periodic progress and expenditure reports using the OBD-provided report forms and a submit a final report outlined in Section 10 of this Exhibit. An element of these reports includes, when applicable, grantee providing confirmation that grantee sent any requested mapping data updates to the state broadband mapping contractor.

Schedule for the semi-annual and final reports are:

**Twice Per Year:**

* July 15 for January - June
* January 15 for July - December

**Final report:** Due no later than 30 days after conclusion of grant contract agreement period or conclusion of the project, whichever is first. The final report will include a project summary submitted to the State detailing the work completed, with the final payment request, and submission of an as-built map and location data sheet of the completed project area and locations built to. The State will provide the final report form to the Grantee to complete.

1. **ACP Participation:** Grantee and any other service provider for a completed Border to Border Broadband Infrastructure project will participate in federal programs that provide low-income consumers with subsidies on broadband internet access services. Grantee agrees that it will allow eligible subscribers in the service area identified in Grantee’s application in Exhibit B to utilize the Federal Communications Commission’s Affordable Connectivity Program (ACP) for the duration of ACP or its successor until the date the Broadband Infrastructure Project funded by this award is no longer in use.
2. **Keep financial records**, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this grant contract agreement. Accounting methods must be in accordance with generally accepted accounting principles.
3. **Complete the project** in accordance with the approved budget within the time frames specified in this grant contract agreement. See Exhibit C for Budget and Exhibit D for Timetable.
4. **Promptly notify the State of any proposed material change** in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.
5. **Have on file the necessary documentation** to show that all project funds have been used for the items stated in the application.
6. **Adhere to all other requirements of this grant contract agreement.**
7. **Report Components for grant funded projects:**

### Semi-Annual Progress Reports and periodic Expenditure Reports will cover the following information about grant awarded projects:

* General information identifying the report (date, performance period ending)
* Completion status
* Expenditure information
* Project accomplishments and key milestones
* Project progress/status
* Key metrics of the project (miles of plant; addresses passed)
* Service of targeted addresses/speeds
* Types of addresses served (residential/business)
* Charges/Pricing for service
* Compliance of project with applicable Federal/State labor laws
* Number of employees and contractors
* Number of direct or third-party hires
* Wages/benefits by worker classification
* Wages and benefits information, process to ensure supply of skilled labor, how labor disputes are minimized, steps for safe and healthy workplace (waivers if Davis-Bacon or Prevailing Wage certified)

### Grantees must provide Project-level data for the following measures at completion of the project:

* Project technology type(s) (Planned/Actual)
* Total miles of fiber deployed (Planned/Actual)
* Total number of locations served (Planned/Actual)
  + Total number of locations served, broken out by speeds:
    - Pre-Grant Investment:
      * Number receiving less than 25/3 Mbps
      * Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
    - Post-Grant Investment (Planned/Actual):
      * Number receiving minimum 100/100 Mbps
      * Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
  + Total number of funded locations served, broken out by type (Planned/Actual):
    - Residential
      * Total Housing Units
    - Business
    - Farms
    - Community anchor institution
* Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
* Confirmation that the provider is participating in the FCC’s Affordable Connectivity Program (ACP) (Actual)

### For each location served by a Project, using a predetermined file format that will be provided by the State:

* FCC Issued Provider ID
* Fabric ID Number
* Latitude/longitude at the structure where service will be installed
* Technology used to offer service at the location
* Location Type
  + If Residential, Number of Housing Units
  + If Community Anchor Location, must select type that does/would not subscribe to mass market services
* Speed tier at the location pre-Grant investment
  + Below 25/3 Mbps
  + 25/3 Mbps or greater but less than 100/20 Mbps
* Speed and latency at the location post-Grant investment
  + Maximum download speed offered
  + Maximum download speed delivered
  + Maximum upload speed offered.
  + Maximum upload speed delivered
  + Latency

# EXHIBIT B – GRANT APPLICATION

This grant contract agreement incorporates the grantee’s grant application as a part of this grant contract agreement by reference. The complete grant application is on file at the Office of Broadband Development, State of Minnesota, Department of Employment and Economic Development and is also on file with the Grantee.

If there is a conflict between the grant contract agreement terms and the Grantee’s application, the grant contract agreement terms have priority over the application.

# EXHIBIT C – APPROVED BUDGET

***Sources and Uses of Broadband Grant Funds and Match for the Project (Table)***

**<insert budget table>**

**BUDGET ADJUSTMENT REQUEST:**

Grantee may not increase the total grant amount of the budget overall. Grantee budget adjustment requests are not necessary for line-item overage/underage between budget categories that do not significantly change the scope of the project. Grantee should provide a brief rational for the overage/underage in the affected budget category at the time of the reimbursement request.

**GRANT AMENDMENTS:**

Any changes requested by the Grantee that significantly change the scope of the project including changes of more than 10% of the total budget, may trigger a grant amendment. Grant contract agreements must be amended whenever there are changes to the expiration date.

# EXHIBIT D – PROJECT TIMETABLE

Insert table

# EXHIBIT E – CONFLICT OF INTEREST DISCLOSURE FORM (Required)

This form gives Grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the Grantee’s obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01 Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict-of-interest disclosure form.

* Neither my grant organization nor I have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

* My grant organization or I have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

**EXHIBIT F – PREVAILING WAGE DISCLOSURE FORM (Required)**

**Payment of Prevailing Wages to Contractors*.***

All Grantees ***must*** complete and sign this prevailing wage disclosure form:

* The project receiving a grant under Minn. Stat. § [116J.395](https://www.revisor.mn.gov/statutes/cite/116J.395) is **not** for the construction, installation, remodeling, and repair of last-mile infrastructure, as defined under Minn. Stat. § [116J.394](https://www.revisor.mn.gov/statutes/cite/116J.394).

Or, alternatively:

* The project receiving a grant under Minn. Stat. § [116J.395](https://www.revisor.mn.gov/statutes/cite/116J.395) is for the construction, installation, remodeling, and repair of last-mile infrastructure, as defined under Minn. Stat. § [116J.394](https://www.revisor.mn.gov/statutes/cite/116J.394).

Any Grantee that checks the first box must complete a Prevailing Wage Certification – Minn. Stat. §116J.871

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Printed name:

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Signature:

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Organization:

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Date: