

EXHIBIT A

Notice of Subaward

1. Subaward Notice: This is an award provided by a pass-through entity, State of Montana, to a Subgrantee to carry out part of a federal award received by the State of Montana. A subaward may be provided through any form of a legal agreement, including an agreement that the State of Montana considers a contract. Here, the subaward is provided through BEAD Broadband Service Grant Agreement #CM61-BEAD-MT-XXXX (“Agreement”).
2. Subgrantee Name: See page 1 of the Agreement.
3. Subgrantee’s Unique Entity Identifier: **INSERT SUBGRANTEE’S UEI #**
4. Federal Award Identification Number (FAIN): 30-20-B062
5. Federal Award Date (award to Montana by federal agency): 12/09/2025
6. Subaward Period of Performance Start and End Date: See Section 6 - Term, of the Grant Agreement.
7. Subaward Budget Period Start and End Date: See Section 6 -Term, of the Agreement.
8. Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subgrantee: The Grant Award is defined in Paragraph 9.1 of the Grant Agreement.
9. Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subgrantee including the Current Financial Obligation: The Grant Award is defined in Paragraph 9.1 of the Agreement.
10. Amount of the Federal Funds Committed by this Action by the Pass-Through Entity to the Subgrantee: The Grant Award is defined in Paragraph 9.1 of Agreement.
11. Federal Award Project Description: See Project Description in Project Budget and Timeline, Exhibit B.
12. Awarding Agencies’ Information:
 - A. Federal Awarding Agency: U.S. Department of Commerce (U.S. DOC)
 - B. Pass-Through Entity: State of Montana
 - C. Contact Information for Awarding Official of the Pass-Through Entity: Misty Ann Giles, Director, Montana Department of Administration, mistyann.giles@mt.gov

13. Assistance Listings Number and Title: CFDA 11.035
14. Identification of Whether the Award is R&D: Not for R&D.
15. Indirect Cost Rate (per §200.414): Not applicable.
16. Requirements of Federal Award Imposed on Subgrantee: The Federal award must be used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.
17. Additional Requirements: Any additional requirement imposed on the Subgrantee is outlined in the Agreement including any required financial and performance reporting.
18. Negotiated Indirect Cost Rate (negotiated between Subgrantee and Federal Government): Not applicable.
19. Access to Records: Subgrantee must allow the U.S. DOC, Department and any authorized auditors access to the Subgrantee's records and financial statements as necessary for the Department to meet the requirements of 2 CFR Part 200.
20. Close Out Requirements: Subaward close out terms and conditions can be found in Section 12.3, and the Department will determine the process for Subgrantee's submission of the Close Out Report and the Department's review of the Close Out Report.
21. Monitoring: The Subgrantee will cooperate with U.S. DOC, the Department and its designated contractor's inquiries related to monitoring the subaward to ensure the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward included in the Agreement; and that the subaward performance goals are achieved.
22. Audit Requirements: In each year which Subgrantee expends (as defined by 2 CFR §200.1) \$1,000,000 or more in funds for the Project, Subgrantee will provide to the Department annually either: i) a financial related audit of the Project in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit in accordance with the requirements contained in 2 CFR §200.507. Subgrantee will provide the Department a copy of the audit within 30 calendar days after receipt of the audit report or nine months after the end of the audit period.

EXHIBIT B

PROJECT BUDGET AND TIMELINE

[Applicant Name] (Applicant) submitted [Project Title] (Project) to the Department of Administration (Department) during the BEAD application period ending July 25, 2025. The Project was subject to a challenge period and to approval by the Communications Advisory Commission, the Governor of Montana and the NTIA. This Project Budget and Timeline and NTIA Approved Location List sets forth the Project requirements as outlined in the submitted application. The Subgrantee's Complete and Final Application is what was submitted on X date in the AmpliFund system of record.

Subgrantee understands that any significant changes to the budget, timeline, technology deployment, and location list will be addressed via a change order request and subject to approval during the Project monitoring. These requirements will be verified at Project closeout.

Project Summary: The Project will deploy [X] miles of Fiber to achieve internet speeds capable of no less than 100Mbps download/20 Mbps upload to eligible BSLs in CBG [X].

Project Budget:

- \$ Total Funding Request
- \$ Total Match Amount
- \$ Total Project Cost

Project Timeline: All construction activities will be completed within four (4) years of the grant agreement execution date, unless otherwise approved in writing by the Department and NTIA. A Project Timeline was submitted in AmpliFund on X date in AmpliFund. Any updates to the project timeline will be reviewed and accepted by the Department as part of the initial Project Plan Milestone.

NTIA Approved Location List: The Project will provide reliable broadband service (within 10 days of such request) to the BSLs and Community Anchor Institutions as approved by the Department and NTIA and saved as part of application XXXX in AmpliFund.

**EXHIBIT C
PROGRAM MILESTONE SCHEDULE**

Milestone Category	Milestone	Percentage of the Award Amount
Project Plan	Aggregated project plan with milestones and budget.	5%
	Completed engineering drawings and executed permits for 20% of project BSLs.	2%
Engineering & Permitting	Completed engineering drawings and executed permits for 40% of project BSLs.	2%
	Completed engineering drawings and executed permits for 60% of project BSLs.	2%
	Completed engineering drawings and executed permits for 80% of project BSLs.	2%
	Completed engineering drawings and executed permits for 100% of project BSLs.	2%
	Documentation of binding agreements for all required contracted labor and materials. Evidence of construction staging and material delivery for 20% of project BSLs.	3%
	Documentation of binding agreements for all required contracted labor and materials. Evidence of construction staging and material delivery for 40% of project BSLs.	3%
	Documentation of binding agreements for all required contracted labor and materials. Evidence of construction staging and material delivery for 60% of project BSLs.	3%
Pre-deployment	Documentation of binding agreements for all required contracted labor and materials. Evidence of construction staging and material delivery for 80% of project BSLs.	3%
	Documentation of binding agreements for all required contracted labor and materials. Evidence of construction staging and material delivery for 100% of project BSLs.	3%
	Completed placement of broadband infrastructure and associated as-built documentation for 20% of project BSLs.	12%
	Completed placement of broadband infrastructure and associated as-built documentation for 40% of project BSLs.	12%
Deployment	Completed placement of broadband infrastructure and associated as-built documentation for 60% of project BSLs.	12%
	Completed placement of broadband infrastructure and associated as-built documentation for 80% of project BSLs.	12%

	Completed placement of broadband infrastructure and associated as-built documentation for 100% of project BSLs.	12%
	Completed network activation and submission of subscriber test data for 20% of project BSLs.	2%
	Completed network activation and submission of subscriber test data for 40% of project BSLs.	2%
Network Activation & Program Closeout	Completed network activation and submission of subscriber test data for 60% of project BSLs.	2%
	Completed network activation and submission of subscriber test data for 80% of project BSLs.	2%
	Completed network activation and submission of subscriber test data for 100% of project BSLs.	2%
	Completion of all program closeout requirements.	

EXHIBIT D
Lower Tier Participation Certificate

1. By submitting this proposal and accepting federal funding, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.
 - a. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

- b. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- c. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment

EXHIBIT E
BEAD Program Default Certificate

1. [Subgrantee] and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project¹ during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period; and
2. [Subgrantee] and any of its affiliates will not require or accept any additional Federal broadband service subsidies² for the project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by the subgrant during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period, other than any such subsidies that were committed prior to the BEAD subgrant agreement. (This includes, but is not limited to, new operating expenses for any BEAD project(s) or BSL(s)).

I certify that the foregoing is true and correct.

Executed on this ____ day of _____.

[Name and title of official authorized to execute BEAD subgrant agreement]

[Address and phone number]

¹ 47 U.S.C. § 1702(a)(2)(K) (defining the term "project" as "an undertaking by a subgrantee under this section to construct and deploy infrastructure for the provision of broadband service")

² For purposes of this prohibition, a "Federal broadband subsidy" is defined as any Federal funds made available to subsidize the provision of broadband service. For example, Federal broadband service subsidies include, but are not limited to, any of the Universal Service Fund (USF) support mechanisms.