

TENNESSEE BEAD Program Compliance Construction Vendor Requirements Summary

Contractor acknowledges that the project(s) it will be working on for Brightspeed is/are funded in whole or in part by the Broadband Equity, Access, and Deployment (BEAD) Program administered by the National Telecommunications and Information Administration (NTIA) and the Tennessee Department of Economic and Community Development (TNECD). Contractor shall comply with all applicable requirements of the Tennessee BEAD Grant Contract between TNECD and Brightspeed, including attachments, applicable BEAD program guidance, federal award requirements, and Tennessee state-specific requirements described below.

Applicable Program Requirements

- [Tennessee BEAD Grant Contract](#) between TNECD and Brightspeed, including Attachment A (Project Activities), Attachment B (Project Area Unit), Attachment C (Federal Award Identification Worksheet), and Attachment D (Infrastructure Investment and Jobs Act Statement of Assurances).
- BEAD Notice of Funding Opportunity (NOFO), as amended by applicable NTIA policy notices and program guidance.
- NTIA BEAD General Terms and Conditions and U.S. Department of Commerce financial assistance terms and conditions.
- Applicable provisions of 2 CFR Part 200 and related federal grant requirements.
- Tennessee BEAD Program requirements, guidance, monitoring, oversight, reporting, and closeout requirements issued by TNECD.

Specific Compliance Requirements

1. Build America, Buy America (BABA)

- Use only BABA-compliant iron, steel, manufactured products, and construction materials for BEAD-funded broadband infrastructure, unless Brightspeed confirms that a waiver or exception applies.
- Materials supplied by Brightspeed must not be substituted without Brightspeed approval. Contractor-supplied materials must be pre-approved by Brightspeed for BABA compliance.
- Provide complete and accurate BABA documentation, certifications, bills of material, supplier/manufacturer information, and supporting records upon request.
- Flow down BABA requirements to all lower-tier subcontractors, suppliers, and purchase orders.

2. Environmental, NEPA, and Historic Preservation

- Comply with all applicable federal, state, and local environmental and historic preservation requirements, including NEPA, Section 106 of the National Historic Preservation Act, the Endangered Species Act, the Clean Water Act, and other applicable laws and permit requirements.
- Do not perform site preparation, demolition, construction, ground disturbance, fixed installation, or any other project implementation activity until Brightspeed confirms that the project has received required environmental approval from the State and the work is authorized.
- Engage only in approved non-construction activities before environmental/historic preservation approvals are complete.
- Maintain and provide records, permits, field notes, photographs, maps, correspondence, and other documentation needed to evidence compliance.
- Immediately stop work and notify Brightspeed if archaeological resources, human remains, burial sites, protected species, wetlands, or other sensitive resources are discovered.

3. Permitting, Utility Coordination, and Rights-of-Way

- Comply with all federal, Tennessee, county, municipal, railroad, utility, pole attachment, conduit, franchise, easement, and right-of-way permitting requirements.

- Maintain current permit logs, correspondence, application dates, approvals, denials, conditions, make-ready status, railroad crossing status, and escalation records.
- Promptly notify Brightspeed of permitting delays, access disputes, missed timelines, unreasonable fees or conditions, construction technique restrictions, pole or conduit access issues, municipal permitting issues, or franchise agreement delays.
- Cooperate with Brightspeed in tracking issues that may need to be raised with TNECD or other permitting authorities.

4. Performance, Quality, Testing, and Milestone Support

- Perform work in a manner that enables Brightspeed to meet the approved scope of work, schedule, milestone, closeout, and service obligations for each Tennessee BEAD project.
- Support delivery of fiber-optic broadband service meeting or exceeding 100/20 Mbps, scalable to at least 1000/1000 Mbps, with latency of no more than 100 milliseconds.
- Support the contract milestones: within 12 months of contract start, fielding, contractor procurement, network design, and material procurement; within 24 months, material receipt, environmental permits and review, central office/hut/covered structure construction, easement/ROW permits and review, utility make-ready, and city/county franchise agreements; within 36 months, network construction, drop construction, splicing, and testing.
- Cooperate with milestone verification, quality inspections, testing, as-built reviews, final closeout testing, and on-site inspections by Brightspeed, TNECD, NTIA, or other authorized representatives.
- Provide accurate progress data, redlines, as-builts, GIS files, photographs, test results, bills of materials, professional-engineer support documentation where required, and other materials needed for Brightspeed reporting and payment requests.

5. Payment, Invoice, and Closeout Support

- Provide supporting documentation needed for milestone payment requests, including network design documents, installation completion reports, photos, GIS files, testing results, closeout checklists, and other documentation approved by TNECD.
- Do not submit false, inflated, unsupported, duplicate, or premature charges. Invoices and supporting records must be accurate, complete, project-specific, and tied to completed and accepted work.
- Support monthly invoice packages if requested by Brightspeed; the grant contracts allow invoices no more frequently than once per month.
- Support final invoice and grant disbursement reconciliation closeout materials in time for Brightspeed to meet the contractual closeout deadline of 60 days after the Grant Contract end date.

6. Audit, Inspection, Access, and Cooperation

- Provide Brightspeed, TNECD, the Tennessee Comptroller of the Treasury, NTIA, the U.S. Department of Commerce Office of Inspector General, the U.S. Government Accountability Office, and their authorized representatives timely access to records, facilities, work sites, and personnel necessary for audits, inspections, monitoring, financial reviews, investigations, or closeout.
- Do not impede, condition, or delay access requested for BEAD oversight or audit purposes.
- Cooperate with pre-award, during-award, and post-award audit or monitoring activities related to the Tennessee BEAD-funded work.

7. Recordkeeping and Retention

- Maintain complete, accurate, auditable, and project-specific records supporting labor, materials, equipment, costs, invoices, permitting activities, route construction, compliance obligations, and project deliverables.
- Retain books, records, and documents relating to work performed or money received under the Tennessee BEAD work for at least five (5) full years from the date of final payment, or longer if required by law, audit, litigation, claim, unresolved finding, or Brightspeed instruction.
- Maintain as-built documentation, GIS records, test records, bills of material, invoices, material certifications, permitting files, environmental records, subcontractor records, and other required records in a usable format.

- Comply with additional recordkeeping and reporting requirements prescribed by TNECD, the Tennessee Comptroller of the Treasury, NTIA, or Brightspeed.

8. Suspension, Debarment, and Excluded Parties

- Contractor represents that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally or state-funded programs.
- Contractor must verify and monitor suspension/debarment status for lower-tier subcontractors and suppliers receiving BEAD-funded work.
- Contractor must immediately notify Brightspeed if it or any lower-tier contractor, subcontractor, supplier, or principal becomes suspended, debarred, disqualified, or otherwise excluded.
- Flow down required debarment and suspension certifications to lower-tier covered transactions.

9. Prohibited Telecommunications and Video Surveillance Equipment

- Do not use BEAD funds to procure, obtain, extend, renew, or enter into contracts for covered telecommunications equipment or services prohibited under Section 889 and 2 CFR 200.216.
- Covered equipment and services include certain equipment or services produced or provided by Huawei, ZTE, Hytera, Hikvision, Dahua, or subsidiaries/affiliates, and other covered entities as defined by federal law.
- Flow down this prohibition to all subcontractors, suppliers, and purchase orders.

10. Civil Rights, Nondiscrimination, Labor Compliance, and Workplace Requirements

- Comply with all applicable civil rights, nondiscrimination, equal employment opportunity, labor, and employment requirements applicable to federally assisted construction work.
- Include the required Equal Employment Opportunity clause in covered subcontracts and purchase orders unless an exemption applies.
- Comply with the Copeland Anti-Kickback Act for covered construction work exceeding \$2,000.
- Comply with the Contract Work Hours and Safety Standards Act for covered work exceeding \$100,000 involving laborers or mechanics, including overtime and workplace safety requirements.
- Comply with applicable drug-free workplace requirements, and adopt workplace safety practices addressing seat belt use and reducing text messaging while driving.

11. Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

- When letting lower-tier subcontracts or purchase orders, take required affirmative steps when possible to include qualified small businesses, minority businesses, women's business enterprises, and labor surplus area firms.
- Maintain documentation of outreach, solicitation lists, bid opportunities, subcontracting decisions, and related good-faith efforts where applicable.

12. Conflicts of Interest

- Promptly disclose to Brightspeed any actual, potential, or apparent conflict of interest relating to selection, award, administration, or performance of BEAD-funded work.
- Maintain standards of conduct for personnel engaged in selection, award, and administration of BEAD-related subcontracts and purchase orders.
- Do not offer, solicit, or accept improper gratuities, favors, or financial interests connected to BEAD-funded work.
- Do not pay, directly or indirectly, any State of Tennessee employee or official as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant in connection with Tennessee BEAD work.

13. Waste, Fraud, Abuse, False Claims, and Mandatory Disclosure

- Promptly report to Brightspeed any credible evidence of fraud, conflict of interest, bribery, gratuity violations, False Claims Act violations, misuse of federal funds, or other integrity concerns connected with the BEAD-funded work.
- Do not submit false, inaccurate, inflated, unsupported, or misleading invoices, certifications, testing data, labor records, material records, progress reports, or compliance documentation.

- Cooperate with any required disclosure, investigation, corrective action, or remediation.
- Where Brightspeed determines Tennessee public accountability signage or hotline notice requirements apply, support the required notice process and do not remove or alter approved notices.

14. Whistleblower, Human Trafficking, Lobbying, and Political Activity

- Comply with federal whistleblower protections and provide required employee notices regarding rights and remedies under 41 U.S.C. 4712 in the predominant native language of the workforce.
- Comply with federal human trafficking prohibitions applicable to federal awards.
- Do not use federal BEAD funds for lobbying or partisan political activity; provide lobbying certifications or disclosures if required.
- Comply with applicable Hatch Act restrictions where relevant.

15. Federal Interest, Inventory, Equipment, and Property Restrictions

- Do not sell, transfer, lease, encumber, dispose of, substitute, remove, or repurpose BEAD-funded materials, equipment, facilities, or project property without Brightspeed authorization.
- Do not purchase grant-funded equipment without Brightspeed approval. For Tennessee contract purposes, equipment includes nonexpendable tangible personal property with a useful life of more than one year and an acquisition cost of at least \$10,000.
- Support inventory controls, material tracking, asset records, federal interest documentation, UCC/covenant support, and closeout documentation requested by Brightspeed.
- Protect BEAD-funded assets and work product from loss, damage, misuse, theft, or unauthorized diversion, and promptly report issues to Brightspeed.

16. Cybersecurity, Confidentiality, and Supply Chain Risk Management

- Follow Brightspeed's cybersecurity, information security, network security, and supply chain risk management requirements applicable to the Tennessee BEAD projects.
- Provide supplier, equipment, software, and network information needed to support Brightspeed's cybersecurity and supply-chain attestations, plans, and updates.
- Protect project data, network information, GIS files, customer/location information, credentials, State Confidential Information, and other sensitive information from unauthorized access or disclosure.
- Do not disclose confidential information except as authorized by Brightspeed or as required by applicable law.

17. Clean Air, Water Pollution Control, Recovered Materials, and American-Made Products

- Comply with Clean Air Act and Federal Water Pollution Control Act requirements for covered contracts exceeding \$150,000.
- Comply with recovered materials procurement requirements where applicable, including procurement of EPA-designated items containing the highest practicable percentage of recovered materials when thresholds are met.
- To the extent practicable, use American-made equipment and products for purchases funded under the Tennessee BEAD work.

18. Scope Changes, Substitutions, Delays, and Future Guidance

- Do not change approved scope, design, route, construction method, materials, equipment, bill of materials, or compliance approach without Brightspeed approval when the change could affect BEAD requirements, cost eligibility, BABA, permitting, environmental approvals, network performance, or reporting.
- Promptly notify Brightspeed of any actual or expected delay, including force majeure-type events, permitting issues, supply constraints, make-ready delays, or field conditions that could affect milestone compliance.
- Cooperate with Brightspeed in implementing updated NTIA, TNECD, federal, or state compliance, reporting, documentation, or operational requirements issued during the project.
- Promptly provide information required to support amendments, reporting, payment requests, closeout, or responses to TNECD/NTIA inquiries.

19. Required Flowdowns to Lower-Tier Subcontractors and Suppliers

- Contractor must include all applicable BEAD compliance obligations in lower-tier subcontracts, purchase orders, vendor agreements, and supplier terms.
- At minimum, flowdowns should cover BABA, environmental/historic preservation, permitting, audit/access, record retention, debarment and suspension, prohibited equipment, EEO and federal labor clauses, termination for cause and convenience for contracts over \$10,000, whistleblower protections, fraud/mandatory disclosure, federal interest/property restrictions, cybersecurity/supply chain, lobbying/political activity, human trafficking, Tennessee state-specific requirements, and cooperation with future guidance.
- Contractor remains responsible for lower-tier compliance and must provide lower-tier records to Brightspeed upon request.

Tennessee State-Specific Requirements

- **Tennessee BEAD completion and clawback statute:** Tennessee law and the Grant Contract require completion of Project Activities within the Term. If completion is not achieved within the Term, repayment obligations may apply, including repayment of the Maximum Liability and, for delays caused by circumstances within Brightspeed's control as determined by TNECD, an additional twenty percent (20%) of the Maximum Liability. Contractors must promptly surface delays and support documentation for any delay outside Brightspeed's control.
- **Tennessee public notice language:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared or released in relation to the Tennessee BEAD Grant Contract must include: "This project is funded under a Grant Contract with the State of Tennessee." All such notices must be approved by the State. Contractors must obtain Brightspeed approval before issuing or posting project-related public notices, signs, outreach materials, or similar materials.
- **Tennessee public accountability / Comptroller hotline notice:** If Brightspeed determines the Tennessee public accountability provision applies to a BEAD-supported service location or activity, contractor must support use of the prescribed Comptroller notice, including the State Comptroller's toll-free hotline: 1-800-232-5454. Contractors should not create separate hotline language without Brightspeed approval.
- **Tennessee record retention and Comptroller access:** Contractor and approved lower-tier subcontractors must maintain records related to Tennessee BEAD work for five (5) full years from the date of final payment, and those records are subject to audit by TNECD, the Tennessee Comptroller of the Treasury, or their representatives. Contractors must also comply with applicable recordkeeping and reporting requirements prescribed by the Tennessee Comptroller.
- **Tennessee Department of Revenue registration:** Contractor must comply with applicable Tennessee Department of Revenue registration requirements under Tenn. Code Ann. Sections 67-6-601 through 67-6-608 where applicable.
- **Iran Divestment Act:** Contractor must comply with applicable requirements of the Iran Divestment Act, Tenn. Code Ann. Section 12-12-101 et seq., including any required certifications that the contractor is not on the prohibited persons list.