

## Arkansas BEAD Program Compliance

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 Arkansas State Broadband Office (“ASBO”). Contractor shall comply with all applicable requirements of:

- The Arkansas BEAD Grant Agreement between Brightspeed and ASBO, including all attachments [AR BEAD Grant Agreement](#)
- The BEAD Notice of Funding Opportunity (“NOFO”); [BEAD NOFO.pdf](#)
- The BEAD Restructuring Policy Notice; [BEAD Restructuring Policy Notice | BroadbandUSA](#)
- NTIA BEAD General Terms and Conditions; [2026 BEAD Program General Terms and Conditions \(GTCs\) | BroadbandUSA](#)
- Department of Commerce Financial Assistance Standard Terms and Conditions; [department\\_of\\_commerce\\_standard\\_terms\\_conditions.pdf](#)
- Applicable provisions of **2 CFR Part 200**, as tailored to BEAD. [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

### Specific Compliance Requirements include:

#### 1. Build America, Buy America (BABA)

Contractor shall comply with the Build America, Buy America Act (BABA) and all applicable waivers, guidance, and implementing regulations. Contractor shall:

- Use only BABA-compliant iron, steel, manufactured products, and construction materials, which will be supplied by Brightspeed or must be pre-approved by Brightspeed;
- Include BABA requirements in all lower-tier subcontracts and purchase orders;
- Provide complete and accurate BABA compliance documentation upon request by Brightspeed, ASBO, NTIA, or auditors.

---

#### 2. Audit, Inspection, and Access Rights

Contractor shall provide Brightspeed, ASBO, NTIA, the U.S. Department of Commerce, and their authorized representatives with access, upon reasonable notice (including 24-hour notice where permitted), to:

- Records, documents, and data related to the broadband network under construction;
- Facilities, work sites, and BEAD-funded equipment;
- Personnel necessary to support audits, inspections, or reviews.

Contractor shall not impede or condition such access.

---

### **3. Recordkeeping and Retention**

Contractor shall maintain complete, accurate, and auditable records supporting all labor, materials, equipment, costs, and compliance obligations, including BABA documentation.

Records shall be retained for at least three (3) years after project closeout, and longer if required due to audits, investigations, unresolved findings, or federal interest obligations.

---

### **4. Environmental, NEPA, and Historic Preservation.**

Contractor shall comply with all environmental and historic preservation requirements applicable to BEAD projects, including NEPA, NHPA, Endangered Species Act, and Clean Water Act obligations, if applicable.

Contractor shall:

- Cease work immediately upon discovery of archaeological resources or burial sites;
  - Comply with all mitigation measures and stop-work directives;
  - If a material change in the route is required (ex: change from aerial to underground), contract will notify Brightspeed, stop-work while permitting, including additional NEPA approval, is secured;
  - Support required environmental documentation and reporting.
- 

### **5. Permitting and Utility Coordination**

Contractor shall comply with all federal, state, and local permitting requirements, including locate requirements (Arkansas 811), and shall participate in required pre-construction utility coordination or permitting meetings.

---

## **6. Performance, Quality, and Testing Standards**

Contractor shall perform the broadband network construction in a manner that enables Brightspeed to meet all BEAD performance standards, including speed, latency, reliability, inspection, and testing requirements.

Contractor shall cooperate with performance testing and verification activities, if required.

---

## **7. Conflicts of Interest**

Contractor represents that no organizational or personal conflicts of interest exist that would impair its performance of the required network construction. Contractor shall disclose any actual or potential conflicts promptly.

---

## **8. Suspension and Debarment**

Contractor represents that it is not suspended or debarred from working on any federally funded project and shall not subcontract with any entity that is suspended or debarred. Contractor shall immediately notify Brightspeed if its status changes.

---

## **9. Civil Rights, Nondiscrimination, and Labor Compliance**

Contractor shall comply with all applicable civil rights and nondiscrimination laws, including Title VI, Title VII, Title IX, ADA, Section 504, and the Age Discrimination Act.

---

## **10. Waste, Fraud, Abuse, and Mandatory Disclosure**

Contractor shall comply with all waste, fraud, and abuse prevention requirements and shall promptly report to Brightspeed any credible evidence of fraud, false claims, bribery, or misconduct.

---

## **11. Federal Interest and Property Restrictions**

Contractor acknowledges that BEAD-funded equipment and property are subject to a federal interest, meaning NTIA and ASBO have a priority interest in the equipment used in the project funded by BEAD. Contractor shall not sell, transfer, encumber, or dispose of such property or materials that were ordered for the project and paid for by Brightspeed and shall support inventory, UCC, and federal interest documentation requirements.

---