

MISSOURI BEAD PROJECT COMPLIANCE

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MISSOURI BEAD Program Compliance

Contractor acknowledges that the project(s) it is performing for Brightspeed may be 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 Missouri Department of Economic Development ("DED"). For Missouri BEAD-funded work, Contractor must continue to perform under its existing Brightspeed agreements and must also comply with the additional BEAD-related requirements below. These requirements apply to work already underway and to future Missouri BEAD-funded work, as applicable.

Contractor shall comply with all applicable requirements of:

- The [Missouri BEAD Subgrant Agreement](#) between Brightspeed and DED, including all attachments and any incorporated federal or state requirements.
- The BEAD Notice of Funding Opportunity (NOFO): <https://broadbandusa.ntia.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>
- The BEAD Restructuring Policy Notice: <https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf>
- NTIA BEAD General Terms and Conditions: https://broadbandusa.ntia.gov/funding-programs/policies-waivers/BEAD_GTCs_Nov_2025
- Department of Commerce Financial Assistance Standard Terms and Conditions: https://www2.ntia.doc.gov/files/departments_of_commerce_standard_terms_conditions.pdf
- Missouri BEAD Program requirements, including the Missouri BEAD Guidelines and any DED BEAD Portal, reporting, monitoring, permitting, or compliance instructions applicable to the project.
- Applicable provisions of 2 CFR Part 200, as tailored to BEAD.

Specific Compliance Requirements include:

1. Build America, Buy America (BABA)

Contractor shall comply with the Build America, Buy America Act (BABA) and all applicable BEAD 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.
- Contractor shall include BABA requirements in all lower-tier subcontracts and purchase orders.
- Contractor shall provide complete and accurate BABA compliance documentation upon request by Brightspeed, DED, NTIA, the U.S. Department of Commerce, NIST, or auditors.
- Contractor shall support Brightspeed in maintaining the required itemized list of products and materials used in the project and identifying which items are American made.

2. Audit, Inspection, Monitoring, and Access Rights

Contractor shall provide Brightspeed, DED, NTIA, NIST, the U.S. Department of Commerce, the DOC Office of Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives with access, upon reasonable notice, to records, documents, data, facilities, work sites, BEAD-funded equipment, and personnel necessary to support audits, monitoring, inspections, site visits, desk reviews, or other reviews.

- Contractor shall not impede, delay, or condition such access.
- Contractor shall cooperate with DED site inspections until the project is complete and operational, to the extent the relevant property or work site is under Contractor or Brightspeed control.
- Contractor shall provide information related to budgets, expenses, receipts, deployment milestones, invoices, payment support, and compliance upon request.

3. Recordkeeping and Retention

Contractor shall maintain complete, accurate, and auditable records supporting all labor, materials, equipment, costs, construction activity, locations served, permits, inspections, testing, BABA documentation, and other compliance obligations.

- Records shall be retained for at least three (3) years after project closeout, and longer if required due to audits, investigations, unresolved findings, litigation holds, or federal interest obligations.
- For records supporting obligations that continue through the Federal Interest Period, records may need to be retained for three (3) years after the end of the Federal Interest Period.

4. Environmental, NEPA, and Historic Preservation

Contractor shall comply with all environmental and historic preservation requirements applicable to Missouri BEAD projects, including NEPA, Section 106 of the National Historic Preservation Act, the Endangered Species Act, the Clean Water Act, and related federal, state, local, Tribal, permitting, mitigation, and consultation requirements.

- Contractor shall not begin implementation activities, including site preparation, demolition, construction, ground disturbance, fixed installation, or other field implementation work, unless Brightspeed has confirmed that the applicable environmental and historic preservation requirements have been satisfied or that the activity is authorized as a permitted pre-construction activity.
- Permitted pre-construction activities may include planning, permit applications, environmental or historic studies, administrative work, consultations, and limited preliminary procurement, but only as directed by Brightspeed.
- Contractor shall comply with all mitigation measures, best management practices, conditions, stop-work directives, and permit requirements.
- Contractor shall immediately notify Brightspeed if a material route, method, construction technique, ground disturbance, or scope change is needed, including a change from aerial to underground construction or any other change that may affect environmental or historic review. Contractor shall stop work in the affected area until Brightspeed confirms that required permitting and NEPA/Section 106 review or re-evaluation has been completed.
- Contractor shall immediately stop work, secure the area, keep information confidential, and notify Brightspeed if archaeological resources, burial sites, human remains, funerary objects, or other protected cultural resources are discovered. Work may not resume in the affected area until Brightspeed provides written authorization based on required agency approvals.
- Contractor shall promptly provide Brightspeed with any Section 106, SHPO, THPO, Tribal, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or other regulatory notice, request for consultation, or notice of noncompliance related to the project.

5. Permitting, Utility Coordination, and Missouri One Call/811

Contractor shall comply with all federal, state, and local permitting requirements, including Missouri One Call/811 locate requirements and all applicable utility, pole, railroad, right-of-way, traffic control, and local construction requirements.

- Contractor shall participate in required pre-construction meetings, utility coordination, permitting meetings, and any DED permitting roundtables or working groups as requested by Brightspeed.
- Contractor shall promptly escalate to Brightspeed any permitting delay, utility coordination issue, pole attachment issue, railroad crossing issue, or local restriction that could affect the BEAD project timeline.
- Contractor shall not select or implement unapproved construction methods or route changes that could create permitting, safety, environmental, or BEAD compliance issues.

6. Performance, Quality, Inspection, and Testing Standards

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

- Contractor shall construct work in accordance with approved plans, specifications, permits, engineering standards, applicable federal, state, and local requirements, and Brightspeed standards.
- Contractor shall provide for adequate construction inspection and shall support final inspections, quality reviews, professional engineer certifications, network capability testing, and verification activities.
- Contractor shall promptly correct deficiencies and provide documentation requested by Brightspeed to support project completion, serviceability, performance testing, and closeout.

7. Public Notice, Customer Communications, and Marketing Support

Brightspeed is required to conduct public awareness and public notice activities for Missouri BEAD projects, including information about the availability and benefits of broadband service and the low-cost service option for eligible subscribers.

- Contractor shall support Brightspeed, as requested, by providing accurate construction status, deployment status, serviceability, and closeout information needed for public notice, customer communications, or DED reporting.
- Contractor shall not make public statements, issue notices, advertise BEAD-funded service availability, promise service dates, or communicate pricing, promotions, or eligibility criteria on Brightspeed's behalf unless authorized by Brightspeed.

8. Conflicts of Interest

Contractor represents that no organizational or personal conflict of interest exists that would impair its performance of Missouri BEAD-funded work.

- Contractor shall promptly disclose any actual, potential, or apparent conflict of interest to Brightspeed.

9. Suspension and Debarment

Contractor represents that it is not suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federally funded work.

- Contractor shall not subcontract with any entity that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded.
- Contractor shall immediately notify Brightspeed if its status changes or if it learns that a lower-tier subcontractor certification was inaccurate or has become inaccurate.
- Contractor shall include the required suspension and debarment certification language in all lower-tier covered transactions and solicitations, without modification, when applicable.

10. Civil Rights, Nondiscrimination, Labor Compliance, and Whistleblower Protections

Contractor shall comply with all applicable civil rights, nondiscrimination, labor, and employment laws and shall perform BEAD-funded work in an equitable and nondiscriminatory manner.

- Contractor shall comply with 41 U.S.C. § 4712 and shall notify its employees and subcontractors, in writing and in the predominant language of the workforce or organization, of applicable whistleblower rights and protections relating to federal funds.
- Contractor shall comply with applicable federal labor and employment laws, the Drug-Free Workplace Act, immigration employment eligibility requirements, and Missouri employment eligibility requirements applicable to work in Missouri.
- Contractor is encouraged to maintain and enforce seat belt and distracted driving policies. Texting while driving is prohibited under Missouri law.

11. Waste, Fraud, Abuse, and Mandatory Disclosure

Contractor shall comply with all waste, fraud, and abuse prevention requirements applicable to Missouri BEAD-funded work and shall promptly report to Brightspeed any credible evidence of fraud, false claims, bribery, kickbacks, conflicts, misuse of funds, material misrepresentation, waste, abuse, or other misconduct related to BEAD-funded work.

The Missouri BEAD Subgrant Agreement requires Brightspeed, for the purpose of informing employees, agents, contractors, and subcontractors how to report waste, fraud, or abuse in the BEAD Program, to widely publicize the virtual hotline and website for the Missouri DED Office of Broadband Development Broadband Waste, Fraud and Abuse reporting resource.

Contractor shall ensure that its employees, agents, and lower-tier subcontractors performing Missouri BEAD work are informed that waste, fraud, or abuse may be reported through the Missouri DED Office of Broadband Development Broadband Waste, Fraud and Abuse website: <https://ded.mo.gov/community/broadband-waste-fraud-and-abuse>.

Contractor shall not engage in wasteful, fraudulent, or abusive expenditure of BEAD funds or charge costs that are prohibited, unsupported, duplicative of other federal funding, or outside the approved project scope.

12. Federal Interest and Property Restrictions

Contractor acknowledges that BEAD-funded equipment and property may be subject to a federal interest and related inventory, UCC, recordkeeping, use, management, transfer, lease, sale, encumbrance, and disposition restrictions.

- Contractor shall not sell, transfer, lease, encumber, dispose of, substitute, or use BEAD-funded equipment, materials, or property outside the project without Brightspeed's prior written authorization.
- Contractor shall support inventory controls, loss prevention, UCC filing support, federal interest documentation, equipment tracking, and closeout documentation as requested by Brightspeed.
- Contractor shall promptly notify Brightspeed of any loss, damage, theft, casualty, attempted lien, encumbrance, or third-party claim involving BEAD-funded equipment, materials, or property.

13. Cybersecurity, Supply Chain, and Prohibited Equipment

Contractor shall comply with Brightspeed cybersecurity and supply chain requirements applicable to Missouri BEAD-funded work.

- Contractor shall not purchase, install, support, or use prohibited communications equipment or services, including equipment or services prohibited under 2 CFR § 200.216 or the Secure and Trusted Communications Networks Act, in connection with the BEAD-funded project.
- Contractor shall not use fiber optic cable or optical transmission equipment manufactured in the People's Republic of China unless Brightspeed has provided prior written authorization based on an approved waiver.
- If Contractor relies on third-party network facilities or systems for BEAD-funded work, Contractor shall provide cybersecurity and supply chain attestations or supporting documentation upon request.

14. Insurance, Indemnity, and Contractor Responsibility

Contractor shall maintain insurance required by its Brightspeed agreement and any additional insurance required for Missouri BEAD-funded work, including commercial general liability and commercial automobile liability insurance, unless otherwise authorized by Brightspeed.

- Contractor shall ensure that its subcontractors maintain required insurance and comply with applicable BEAD obligations.
- Contractor remains solely responsible for its employees, agents, subcontractors, means and methods, safety, compliance, and performance. Use of subcontractors does not relieve Contractor of responsibility for completing BEAD-funded work in compliance with Brightspeed requirements.
- Contractor shall indemnify and hold harmless Brightspeed and, where required by Brightspeed contract terms or applicable BEAD requirements, protect the State of Missouri and DED from claims, losses, damages, and costs arising from Contractor or subcontractor performance.

15. Bankruptcy, Insolvency, and Material Compliance Events

Contractor shall promptly notify Brightspeed of any bankruptcy, insolvency, receivership, material adverse financial event, debarment event, safety incident, regulatory notice, enforcement action, or other event that could affect Contractor's ability to perform Missouri BEAD-funded work.

- Contractor shall promptly notify Brightspeed of any circumstance that could cause delay, noncompliance, or failure to meet project milestones, including force majeure events, permitting delays, supply chain issues, labor stoppages, utility delays, or site access issues.

Important Notice

These requirements are in addition to, and do not replace, Contractor's existing contractual obligations to Brightspeed. Brightspeed may issue additional project-specific instructions, forms, certifications, documentation requests, or flow-down requirements for Missouri BEAD-funded work. Contractor must comply with those instructions as a condition of performing BEAD-funded work for Brightspeed.