

VIRGINIA 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 Virginia Department of Housing and Community Development (“DHCD”). Contractor shall comply with all applicable requirements of:

- The Virginia BEAD Subgrant Agreement between Brightspeed and DHCD, including all attachments [VA_BEAD.pdf](#)
- 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](#)
- Virginia BEAD Program requirements, guidance, reporting obligations, compliance monitoring requirements, and related program materials published by DHCD <https://www.dhcd.virginia.gov/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 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, DHCD, NTIA, or auditors.

2. Audit, Inspection, and Access Rights

Contractor shall provide Brightspeed, DHCD, NTIA, the U.S. Department of Commerce, the Office of Inspector General, the Commonwealth of Virginia Office of State Inspector General and their authorized representatives with access 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, reviews, compliance monitoring, or investigations.

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, permitting activities, and compliance obligations.

Contractor shall maintain and provide upon request:

- As-built documentation;
- GIS and geospatial records;
- Permitting and environmental review records;
- Testing and inspection records;
- Bills of materials and supporting invoices;
- Construction photographs;
- Make-ready documentation;
- Monthly progress support documentation.

Records shall be retained for at least five (5) years following project closeout, and longer if required due to audits, investigations, unresolved findings, litigation, 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 Section 106 requirements;

- Endangered Species Act requirements;
- Clean Water Act requirements;
- Applicable state and local environmental obligations.

Contractor shall:

- Not commence ground-disturbing activities until authorized by Brightspeed;
- Immediately cease work upon discovery of archaeological resources, burial sites, or protected cultural resources;
- Comply with all mitigation measures and stop-work directives;
- Support environmental reviews, permitting activities, milestone schedules, and required reporting;
- Promptly notify Brightspeed of any route changes, permitting issues, environmental concerns, or circumstances that could affect project approvals or schedules.
- Contractor shall cease work immediately upon discovery of archaeological resources, historic resources, human remains, burial sites, or other protected resources; comply with all mitigation measures and stop-work directives; and promptly notify Brightspeed.
- If a material route or construction-method change is required, including a change from aerial to underground or underground to aerial, Contractor shall notify Brightspeed before proceeding and shall support any required permitting, environmental review, or additional NTIA/DHCD approval.

5. Permitting, Utility Coordination, and Make-Ready Activities

Contractor shall comply with all applicable federal, state, local, railroad, utility, and right-of-way permitting requirements.

Contractor shall:

- Participate in required permitting and utility coordination meetings;
- Support permit application preparation and tracking;
- Maintain and provide documentation regarding permitting status, make-ready activities, and utility coordination;
- Promptly notify Brightspeed of permitting delays, access disputes, utility coordination issues, railroad crossing delays, or missed timelines;
- Support milestone reporting related to permitting and make-ready progress.

6. Performance, Quality, Testing, and Milestone Support

Contractor shall perform broadband network construction in a manner that enables Brightspeed to meet all BEAD performance standards and contractual milestones.

Contractor shall cooperate with:

- Milestone verification activities;
- Construction inspections;
- Geospatial reporting;
- Final acceptance inspections.

Contractor shall timely provide all documentation reasonably requested by Brightspeed to support DHCD reporting, milestone submissions, reimbursement requests, and compliance reviews.

7. Cybersecurity and Supply Chain Risk Management

Contractor shall support Brightspeed's compliance with BEAD cybersecurity and supply chain risk management obligations.

Contractor shall:

- Comply with project cybersecurity requirements communicated by Brightspeed;
- Cooperate with cybersecurity and supply chain documentation requests;
- Use only approved equipment and materials;
- Promptly notify Brightspeed of cybersecurity incidents, supply-chain disruptions, prohibited equipment concerns, or security issues that could affect the Project;
- Support implementation of applicable NIST-based cybersecurity controls and supply-chain safeguards.

8. Future Guidance and Program Changes

Contractor acknowledges that BEAD requirements may change during the project lifecycle due to NTIA guidance, federal requirements, state requirements, or program administration changes.

Contractor shall reasonably cooperate with Brightspeed in implementing updated compliance, reporting, documentation, cybersecurity, environmental, or operational requirements applicable to the Project.

9. Conflicts of Interest

Contractor represents that no organizational or personal conflicts of interest exist that would impair performance of the Project.

Contractor shall promptly disclose any actual or potential conflicts of interest and shall comply with all applicable federal and Virginia conflict-of-interest requirements.

10. Suspension and Debarment

Contractor represents that it is not suspended or debarred from participation in federally funded projects and shall not subcontract with any suspended or debarred entity.

Contractor shall immediately notify Brightspeed if its status changes.

11. Waste, Fraud, Abuse, and Mandatory Disclosure

Contractor shall maintain appropriate internal controls designed to prevent waste, fraud, abuse, bribery, gratuities, false claims, and misuse of federal funds.

Contractor shall promptly report to Brightspeed any credible evidence of:

- Fraud;
- False claims;
- Bribery;
- Improper gratuities;
- Conflicts of interest;
- Misuse of federal funds;
- Criminal misconduct;
- Other violations potentially affecting the BEAD Program.

Contractor shall cooperate with investigations, audits, and compliance reviews relating to such matters.

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

Contractor shall comply with all applicable civil rights, nondiscrimination, labor, and employment laws, including:

- Title VI;
- Title VII;
- Title IX;
- ADA;
- Section 504;
- Age Discrimination Act;
- Applicable federal labor and employment requirements.

Contractor shall comply with 41 U.S.C. § 4712 and shall notify employees and subcontractors, in writing, of applicable whistleblower protections relating to federal funds.

13. Federal Interest and Property Restrictions

Contractor acknowledges that BEAD-funded equipment, materials, and property may be subject to a federal interest during the applicable Federal Interest Period.

Contractor shall not sell, transfer, encumber, dispose of, or otherwise impair the use of BEAD-funded materials or property purchased for the Project without Brightspeed authorization.

Contractor shall support inventory tracking, property management, and related compliance obligations.

14. Flowdown Requirements

Contractor shall include all applicable BEAD compliance obligations in lower-tier subcontracts, purchase orders, and vendor agreements related to BEAD-funded work.

Contractor remains responsible for ensuring subcontractor compliance with all applicable BEAD requirements.