

**DEPARTMENT OF MANAGEMENT, DIVISION OF INFORMATION
TECHNOLOGY (“DOM”)**

**Broadband Grants Program—Empower Rural Iowa, Broadband Equity,
Access, and Deployment Funds (“BEAD”)**

**NOTICE OF FUNDING AVAILABILITY (“NOFA”) #009
(Exhibit A)**



Table of Contents

SECTION 1—Program Overview/Administrative Issues	3
SECTION 2—Form and Content of Applications.....	21
SECTION 3—Scoring Methodology.....	29
SECTION 4—Attachments	33
SECTION 5—Reference Materials	35
SECTION 6—Glossary of Additional Terms.....	36
SECTION 7—NOFA Administration/Terms and Conditions Governing Application Process.....	37

SECTION 1—Program Overview/Administrative Issues

1.1. Purpose. Governor Reynolds has authorized the allocation and expenditure of \$400,000,000.00 from the Infrastructure Investments and Jobs Act Broadband Equity, Access, and Deployment (“BEAD”) to the Empower Rural Iowa Broadband Grants Program (“Program”) to provide Broadband grants to help eliminate the digital divide in Iowa.

This grant round is funded using only federal funds. Therefore, neither the provisions nor the rules adopted pursuant to Chapter 8 apply to this Notice of Funding Availability (“NOFA”). Iowa Code § 8.7A(1). Except as otherwise expressly stated herein, the statutory and regulatory requirements of Iowa Code section 8.91, Iowa Administrative Code chapters 129—20 and 22, or any other similar or related statutory or regulatory requirements, shall not apply to or govern this NOFA. The eligibility requirements and procedures governing this application process shall be solely as set forth in this NOFA #009, including any corresponding attachments referenced or incorporated herein.

This NOFA is crafted in an effort to be fully compliant with the BEAD program, all associated BEAD program guidance, and the Notice of Funding Opportunity (“NOFO”) published by the National Telecommunications and Information Administration (“NTIA”) (available at: <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>). Importantly, NTIA issued new guidance requiring changes to the BEAD program on June 6, 2025. *See Broadband Equity, Access, and Deployment (BEAD) Program: BEAD Restructuring Policy Notice* (available at: <https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf>).

To meet federal funding obligations, Broadband buildout under this NOFA must be completed with service provided no later than four years from the date of grant execution. This timeline may be shortened through competition for Eligible Service Locations (“ESLs”) between competitive applications. Applications submitted to this NOFA must be designed to provide last-mile Broadband service to ESLs, and the Broadband service must reliably meet or exceed 100/20 Broadband, with latency less than or equal to 100 milliseconds. Applicants may request up to 75% in federal matching funds for eligible projects under this NOFA. Consistent with BEAD guidance, DOM must minimally arrive at a collection of grant awards that serve all unserved ESLs in the state. All unserved ESLs in the state will be funded before funding is devoted to other permissible uses, such as underserved locations or community anchor institutions (“CAI”).

Applications to this NOFA may include expenditures associated with (1) the acquisition of middle-mile network services from a third party, or (2) construction of new middle-mile networks, provided that such expenditures are necessary, as part of an Applicant’s proposed Project, to Facilitate last-mile Qualifying Broadband to Eligible Service Locations. A project may include Middle Mile Infrastructure in or through any area required to reach interconnection points or otherwise to ensure the technical feasibility and financial sustainability of a project providing service to an unserved location, underserved location, or eligible CAI.

1.2. Funding Source. This funding opportunity does not utilize state funds. Awards under this NOFA are federally-funded under the BEAD program. Grantees receiving awards hereunder will be considered “subrecipients” and the awards will be considered Fixed Amount Subawards for purposes of federal law. (2 C.F.R. § 200.1 (definition of “fixed amount awards”); 2 C.F.R. § 200.201; 2 C.F.R. § 200.333). The awards made pursuant to NOFA 9 will be subject to all requirements imposed on Fixed Amount Subawards under 2

C.F.R. part 200, as well as applicable federal programmatic guidance.

1.3. Key Program Definitions.

1.3.1. **“Allowable Expenditure(s)”** means specific types/categories of expenditures Applicants/Grantees may include in their Total Project Cost, and for which Applicants/Grantees may seek reimbursement from DOM. Examples of permissible categories of Allowable Expenditures are more fully defined and identified in the Budget Plan Allowable Expenditures. Allowable Expenditures may only include expenditures:

- 1.3.1.1. Directly relating to the construction, improvement and/ or acquisition of facilities and telecommunications equipment required to provide Qualifying Broadband or faster Broadband service, including infrastructure for backhaul, middle and last-mile networks and multi-tenant buildings necessary for the Applicant to Facilitate service to Eligible Service Locations identified in Applicant’s Core Application and forming the basis of the Project;
- 1.3.1.2. Deployment of internet and Wi-Fi infrastructure within the eligible multi-family residential building;
- 1.3.1.3. Permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews;
- 1.3.1.4. Personnel costs including salaries and fringe benefits for staff and consultants required for directly carrying out a Project;
- 1.3.1.5. Network software upgrades, including, but not limited to, cybersecurity solutions;
- 1.3.1.6. Training for cybersecurity professionals who will be working on BEAD-funded networks;
- 1.3.1.7. Pre-award expenses should be clearly identified in the proposed budget. Allowability of pre-award expenses will be determined in accordance with the BEAD NOFO;
- 1.3.1.8. Incurred prior to four years following execution of the Grant Agreement.

Allowable Expenditures may not include expenditures (in other words, **“Disallowed Expenditure(s)”**) that are:

- 1.3.1.9. Related to land, buildings, structures, improvements, or equipment not directly used in the transmission of data via Broadband;
- 1.3.1.10. Related to the process of removing existing Broadband Infrastructure, fixtures, or other real property in preparation of the installation of new Broadband Infrastructure forming the basis of the Project;
- 1.3.1.11. Indirect labor costs or administrative overhead;
- 1.3.1.12. Passthrough expenditures with respect to subcontractors or other third parties

- operating on an Applicant's behalf to the extent they are not the result of arm's length transactions or are not reflective of fair market rates;
- 1.3.1.13. Identified as ineligible expenditures pursuant to any BEAD requirements;
 - 1.3.1.14. Acquisition of spectrum licenses;
 - 1.3.1.15. Operating expenses;
 - 1.3.1.16. Short-term operating leases;
 - 1.3.1.17. Payment of interest or principal on outstanding debt instruments, or other debt service costs;
 - 1.3.1.18. Fees or issuance costs associated with the issuance of new debt, including the cost to acquire a Letter of Credit or Performance Bond;
 - 1.3.1.19. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially-confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding;
 - 1.3.1.20. To support or oppose collective bargaining. This does not affect the ability to use funds to comply with 41 C.F.R. 60-1.4; or
 - 1.3.1.21. Any other expenditures that are not reimbursable under Applicable Law, rule, or policy, as may be more fully defined and described in the Grants Management Policies and Procedures Guide.
- 1.3.2. **"As of Date"** means the date the Broadband Availability Map and corresponding data sources utilized by DOM in determining whether and at which speeds a Communications Service Provider Facilitates Broadband service to a particular location. The Broadband Availability Map in effect as of the date of the issuance of this NOFA.
- 1.3.3. **"Broadband"** means a high-speed, high-capacity electronic transmission medium, including fixed wireless and mobile wireless mediums, that can carry data signals from independent network sources by establishing different bandwidth channels and that is commonly used to deliver internet services to the public.
- 1.3.4. **"Broadband Availability Map"** means the statewide map that identifies whether and at which speeds a Communications Service Provider Facilitated Broadband to a Broadband-Serviceable Location as of the As of Date, whether a grantee has received a prior state or federal grant to Facilitate Qualifying Broadband to a Broadband-Serviceable Location, and whether a Broadband-Serviceable Location is an Eligible Service Location. The Broadband Availability Map is published at: <https://dom.iowa.gov/broadband/bead-program>.
- 1.3.5. **"Broadband Grants Core Application"** or **"Core Application"** means the Excel Workbook which contains the central forms to be completed and submitted by an Applicant in connection with this NOFA, including but not limited to the Project Worksheet and Budget Plan.
- 1.3.6. **"Broadband Infrastructure"** means the physical infrastructure used for the

transmission of data that provides Broadband services. “Broadband Infrastructure” does not include land, buildings, structures, improvements, or equipment not directly used in the transmission of data via Broadband or any other Disallowed Expenditures.

- 1.3.7. **“Broadband-Serviceable Location”** means a business or residential location at which fixed Broadband internet access service is, or can be, installed.
- 1.3.8. **“Broadband Unit(s)”** means a Broadband-Serviceable Location identified on the Broadband Availability Map.
- 1.3.9. **“Budget Plan”** means the worksheet within the Core Application, labeled **“Exhibit D”**, identifying the Allowable Expenditures and Total Project Costs forming the basis of the Project.
- 1.3.10. **“BEAD Fund Requirements”** means all legal obligations associated with the funding source, including but not limited to:
 - 1.3.10.1. All guidance, requirements, and Frequently Asked Questions for BEAD, available at <https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>;
 - 1.3.10.2. All contracts made by a Grantee in excess of \$100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5);
 - 1.3.10.3. Uniform Administrative Requirements, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 apply to BEAD, except any provisions NTIA may determine are inapplicable to a Fixed Amount Subaward and subject to such exceptions as may be otherwise provided by the U.S. Department of Commerce. Subpart F–Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
 - 1.3.10.4. Required certification by the provisions of Section 319 of Public Law 101-121, Governmentwide Guidance for New Restrictions on Lobbying, and 31 U.S.C. § 1352. These regulations require certification by Vendor (and its subcontractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with these Applicable Laws. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code; any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. In accordance with 2 C.F.R. Pt. 200, App. II, Section I, Vendor certifies the following:

No federal funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of

Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Vendor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- 1.3.11. **"Communications Service Provider"** means an entity including, but not limited to, cooperatives, nonprofit organizations, public-private partnerships, private companies, public or private utilities, public utility districts, local governments, private sector carriers, utilities, Tribal entities, and other entities that provide or will Facilitate Qualifying Broadband.
- 1.3.12. **"Community Anchor Institution" or "CAI"** means an entity such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that Facilitates greater use of Broadband service by vulnerable populations, including, but not limited to, low-income individuals, unemployed individuals, children, the incarcerated, and aged individuals.
- 1.3.13. **"Eligible Service Location"** means a location identified on the Broadband Availability Map as an Unserved or Underserved Location to which no provider offers Qualifying Broadband service. The location must not have been previously awarded Federal or State Broadband incentives for build out greater than or equal to Qualifying Broadband. An Eligible Service Location may include a Community Anchor Institution.
- 1.3.14. **"Facilitate"** means a Communications Service Provider's ability to provide Broadband service at or above Qualifying Broadband to an Eligible Service Location within a commercially reasonable time and at a commercially reasonable price upon request by a consumer.
- 1.3.15. **"Low-Cost Broadband Service Option"** means a low-cost service plan available to eligible subscribers, which are defined as those subscribers in a grantee's BEAD-funded network who are eligible for the FCC Lifeline Program which:
 - 1.3.15.1. Provides typical download speeds of at least 100 Mbps and typical upload speeds of at least 20 Mbps;
 - 1.3.15.2. Provides typical latency measurements of no more than 100 milliseconds; and
 - 1.3.15.3. In the event the provider already offers a low-cost plan that meets these

service requirements, the provider may satisfy the Low-Cost Broadband Service Option requirement by proposing to offer their existing low-cost plan to eligible subscribers.

- 1.3.15.4. BEAD subgrantees are responsible for verifying the Low-Cost Broadband Service Option eligibility and may ask potential subscribers to provide the same documentation necessary to confirm eligibility as is required under the Lifeline program.
- 1.3.16. **“Maximum Funding Request”** means the amount an Applicant may request for reimbursement in accordance with section 1.7.3.
- 1.3.17. **“Middle Mile Infrastructure”** means (a) any Broadband Infrastructure that does not connect directly to an end-user location, including a Community Anchor Institution; and (b) includes: (i) leased dark fiber, interoffice transport, backhaul, carrier-neutral internet exchange facilities, carrier-neutral submarine cable landing stations, undersea cables, transport connectivity to data centers, special access transport, and other similar services; and (ii) wired or private wireless Broadband Infrastructure, including microwave capacity, radio tower access, and other services or infrastructure for a private wireless Broadband network, such as towers, fiber, and microwave links.
- 1.3.18. **“Non-Priority Broadband Project”** means a project that is not a Priority Broadband Project but meets the speed and latency requirements of the BEAD NOFO.
- 1.3.19. **“Priority Broadband Project”** means a project that provides Reliable Broadband Service at speeds of no less than 100 megabits per second for downloads and 20 megabits per second for uploads, has a latency less than or equal to 100 milliseconds, and can easily scale speeds over time to meet the evolving connectivity needs of households and businesses and support the deployment of 5G, successor wireless technologies, and other advanced services.
- 1.3.20. **“Project”** means a proposed installation of Broadband Infrastructure by a Communications Service Provider that Facilitates Qualifying Broadband to Unserved and Underserved Locations in a Project Area, and the proposed corresponding budget. A Project may constitute a single unserved or underserved Broadband-Serviceable Location, or a grouping of Broadband-Serviceable Locations.
- 1.3.21. **“Project Area”** means one or more Eligible Service Locations to which an Applicant proposes to Facilitate Qualifying Broadband. Reference section 2.2.6.1 (Project Worksheet) and the Project Worksheet for instructions on how to identify a Project.
- 1.3.22. **“Project Completion”** means buildout is complete and service is being Facilitated to Eligible Service Locations in the Project Area.
- 1.3.23. **“Qualifying Broadband”** for non-Community Anchor Institutions means Reliable Broadband Service with (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) 95 percent of latency measurements during testing windows must fall at or below 100 milliseconds round-trip time. Qualifying Broadband to a Community Anchor Institution is Reliable Broadband Service with (i) a speed of not less than 1 Gbps for downloads and uploads alike, (ii) 95

percent of latency measurements during testing windows must fall at or below 100 milliseconds round-trip time, and (iii) dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections.

- 1.3.24. **“Reliable Broadband Service”** means Broadband service reflected in the Federal Communications Commission (“FCC”) Broadband Availability Map showing accessible to a location via: (i) fiber-optic technology; (ii) Cable Modem/Hybrid fiber-coaxial technology; (iii) LEO satellite services; or (iv) terrestrial fixed wireless technology utilizing entirely licensed spectrum, entirely unlicensed spectrum, or using a hybrid of licensed and unlicensed spectrum.
- 1.3.25. **“Total Project Cost(s)”** means the total costs/expenditures comprising a Project, and for which Applicants/Grantees may seek reimbursement from DOM. Refer to section 1.6.2 (Total Project Costs) for a comprehensive definition of Total Project Costs. Total Project Costs shall be as identified in the Budget Plan. To the extent there is any conflict or inconsistency between the Budget Plan and any other aspect of a Proposal, the costs identified in the Budget Plan shall be determinative.
- 1.3.26. **“Underserved Location”** means a Broadband-Serviceable Location that is (a) not an unserved location, and (b) lacks access to Reliable Broadband Service offered with (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.
- 1.3.27. **“Unserved Location”** means a Broadband-Serviceable Location that (a) has no access to Broadband service; or (b) lacking access to Reliable Broadband Service offered with (i) a speed of not less than 25 Mbps for downloads; and (ii) a speed of not less than 3 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.
- 1.3.28. **“Underserved Service Project”** means a Project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the Project, where the Project is not an Unserved Service Project.
- 1.3.29. **“Unserved Service Project”** means a Project proposal submitted by an applicant that seeks to provide service to Eligible Service Locations within the Project, where at least 80% of the locations in the Project are Unserved Locations.

1.4. Project Period. Communications Service Providers will be required to propose anticipated Project initiation, construction, and completion timelines, including, assuming the anticipated date of Award identified in the table set forth in section 1.8 (Schedule of Important Dates), a date of Project Completion.

- 1.4.1. Construction of a proposed Project may not commence prior to Award.
- 1.4.2. Grantees will be expected to complete their Projects by their represented Project Completion date. Projects must be fully completed and providing services to each customer prior to four years following execution of the grant agreement to receive funding under this NOFA.

1.5. Eligibility/Ownership Requirements. Applicants/Projects must meet each of the following eligibility requirements in order to be considered eligible:

1.5.1. Persons eligible to submit Applications in accordance with this NOFA include any Communications Service Provider as defined by Iowa Code chapter 8.76, including but not limited to cooperatives, nonprofit organizations, public-private partnerships, private companies, public or private utilities, public utility districts, local governments, private sector carriers, utilities, Tribal entities, and other entities that provide or will Facilitate Qualifying Broadband.

1.5.2. Persons submitting Applications must be the entity that will (1) own the network constructed with grant funds awarded under this NOFA and, (2) be Facilitating last-mile connections to Eligible Service Locations.

NOTE: Persons submitting Applications may not be a consultant or third-party. For consultants who wish to assist in the development of an application, the consultant must be added to the applicant organization's Iowa Grants account.

NOTE: Projects are subject to federal property interest guidance issued by NTIA.

1.5.3. Projects may only consist of activities resulting in the delivery of Broadband within the geographic boundaries of the State of Iowa.

1.5.4. Projects must Facilitate Qualifying Broadband to Eligible Service Locations.

1.5.5. Projects must be completed and providing service to each customer prior to four years following execution of the Grant Agreement.

1.5.6. Applicants must obtain a Unique Entity Identifier (UEI) and provide that in the Application. Applicants must have an active Federal System for Award Management (SAM) registration prior to requesting funds.

1.6. Project Requirements/Total Project Costs.

1.6.1. *Project Identification.* Applicants must identify their Projects in terms of the Eligible Service Location(s) to which their Project will Facilitate Qualifying Broadband. See section 2.2.6.1 (Project Worksheet) for instructions on how to create a Project using the Broadband Availability Map and identifying key related inputs from the Broadband Availability Map that will be used by DOM in the review, scoring, and ranking process.

Applicants that propose projects that include any locations on the Meskwaki Nation's Tribal Lands must provide proof of consent from the Meskwaki Nation as outlined in section 2.2.6.11.

1.6.2. *Total Project Costs.*

1.6.2.1. **Funding, Generally.** Applicants are required to state the estimated Total Project Costs forming the basis of the Project and the total amount of federal funds sought in the Budget Plan.

The total amount of federal funds sought is subject to the following:

1.6.2.1.1. Estimated Total Project Costs may only comprise Allowable Expenditures.

1.6.2.1.2. Estimated Total Project Costs may only include Allowable

Expenditures incurred prior to four years following execution of the Grant Agreement.

Applicants are also required to provide the budget in the Iowa Grants system in order to facilitate DOM's reporting obligations and for ease of administration. Applicants should take care to ensure that information supplied in the Iowa Grants System summary budget is consistent with the information supplied in the Budget Plan. **In the event of any inconsistency between the information supplied in the Iowa Grants System summary budget and the information supplied in the Budget Plan, the information identified in the Budget Plan shall be determinative.** DOM reserves the right to conform such summary budget information to the Budget Plan without notice to the Applicant.

1.6.2.2. Payments. Pending DOM's receipt of required internal approvals governing accelerated reimbursement, partial payment before full completion of the Project may be allowed as follows:

1.6.2.2.1. Up to 6 months of incurred expenditures associated with the Awarded funds may be disbursed to the Grantee upon request but subject to written approval and at the sole discretion of DOM. Any reimbursements are contingent on (a) the Grantee successfully passing a risk assessment, (b) the expense being included in the Budget Plan, (c) documented proof of costs incurred for which reimbursement is sought, (d) proof that Grantee has incurred the matching percentage amount, and (e) the reimbursement includes only expenses incurred following facilitation of service. Otherwise, DOM may limit reimbursement payments in accordance with State Accounting Enterprise policy.

1.6.2.2.2. The remaining of the Awarded funds shall be reimbursed in arrears upon Project Completion, consistent with the terms and conditions of the Grant Agreement.

1.6.3. *Characteristics of a Completed Project.*

1.6.3.1. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

1.7. Available Funds. Funding for the Program comes from federal BEAD funding allocated to DOM for such purposes.

1.7.1. The total amount of funds available for Award under this NOFA is up to \$400,000,000.00.

1.7.2. Applicants must clearly state in their Applications the amount of grant funds sought as

it relates to a Project.

- 1.7.3. Applicants proposing to Facilitate Qualifying Broadband may request a Maximum Funding Request of 75%.
 - 1.7.3.1. DOM will not award a grant pursuant to this NOFA that exceeds the limitations set forth in this section.
 - 1.7.3.2. *Not-to-Exceed Total Payment.* The not-to-exceed total payment is capped at the value set forth in the executed Grant Agreement, however, that value may be reduced if the final Allowable Expenditures upon project completion are lower than those set forth in the Budget Plan.
 - 1.7.3.3. Available funding levels may be amended or vary from that listed in this NOFA, or funding may be withdrawn completely, depending on the availability of funding or any other grounds, as determined by DOM in its sole discretion.
- 1.7.4. DOM may, in its sole discretion, provide partial awards in accordance with other elements provided in this section and section 1.7.5. Eligible Service Location(s) present in multiple applications to this NOFA will be awarded to the proposal with the lowest cost as set forth in Section 3. If an application to serve the same general project area proposes a project cost within 15% of the lowest-cost proposal received for that same general project area on a per location basis, the competing proposals will be evaluated in accordance with the Secondary Scoring Criteria in Section 3. DOM will also remove locations that have already received funding from state or federal Broadband programs.
- 1.7.5. DOM may, in its sole discretion, choose to award the entire or a partial amount of the grant funds requested by an Applicant for any of the following non-exclusive list of factors:
 - 1.7.5.1. Where DOM believes a partial Award would maximize the impact of available funds in furtherance of the core objectives of the Program.
 - 1.7.5.2. Where only an amount less than the funds requested by a particular Applicant remains available following the issuance of all other Awards.
 - 1.7.5.3. Where the Applicant has previously advertised Qualifying Broadband to Eligible Service Locations within its proposed Project Area.
- 1.7.6. DOM will not entertain Project substitution proposals that seek to substitute an Award of funds granted under this NOFA for any funds awarded to the same Applicant to build in the same Project Area under any prior grant rounds administered by DOM.

Note: This provision is not intended to prohibit Applicants from submitting Project Areas under this NOFA that may have been proposed in whole or in part under prior NOFA rounds, but were not awarded funds under a prior NOFA round.

1.8. Schedule of Important Dates. The following dates and times are set forth for informational purposes only. DOM reserves the right to change these timelines and deadlines at any time. All dates and times listed are local Iowa time. In addition, this section describes the process and phases by and during which DOM

will review Applications submitted to DOM pursuant to this NOFA and the manner in which Award decisions will be conducted and made.

EVENT	DATE
1.8.1 NOFA Pre-Publication Notice	7/9/25
1.8.2 Written Questions and Responses	
1.8.2.1 Pre-Application Conference	7/11/25
1.8.2.2 Written Questions Submissions	7/11/25-7/15/25
1.8.2.3 Responses Posted By	7/18/25
1.8.3 NOFA Issuance; Application Acceptance Window Opens (no Applications will be accepted prior to this date and time)	7/16/25
1.8.4 Application Acceptance Window Closes/Applications Due (no Applications will be accepted after this date and time)	7/30/25
1.8.5 Application Review Ends	8/20/25
1.8.6 Preliminary Award Notice and Project Negotiation	7/30/25-8/20/25
1.8.7 Supplemental Data Collection Phase	7/30/25-8/31/25
1.8.8 Final Agency Decision(s)/Notice of Intent to Award (Anticipated)	9/2/25
1.8.9 Risk Assessment	8/20/25-9/2/25
1.8.10 Final Proposal Submission to NTIA	9/4/25
1.8.11 Remediation Phase	As needed
1.8.12 Grant Agreement Negotiation and Execution	Upon NTIA Approval

- 1.8.1. *NOFA Pre-Publication Notice.* DOM will provide notice of the upcoming funding opportunity by posting this NOFA online at Iowa Grants and <https://dom.iowa.gov/broadband/broadband-grants> on the date specified in the table above.
- 1.8.2. *Written Questions and Responses.* Questions regarding the scope, interpretation, application, or contents of this NOFA may be addressed during the pre-application conference or as part of the formal Written Question and Response process. While DOM will make available administrative support throughout the process to Applicants as more fully described in section 1.9 (Inquiries), only written communications made in response

to questions submitted through this process shall be binding on DOM.

- 1.8.2.1. A pre-application conference will be held virtually at the date and time listed in the table above. The purpose of the pre-application conference is to discuss with prospective Applicants the requirements prescribed by this NOFA and allow prospective Applicants an opportunity to ask questions. Oral responses given during the pre-application conference shall not be considered binding on DOM. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. Participation in the pre-application conference is optional. To join the pre-application conference, please register at the following link: <https://dom.iowa.gov/broadband/bead-program>.
- 1.8.2.2. Written questions related to this NOFA must be submitted to DOM via an online form found at <https://dom.iowa.gov/broadband/bead-program>. The form will be live following the pre-application conference. Written questions must be submitted no later than the date and time specified in the table above.
- 1.8.2.3. DOM will prepare written responses to all pertinent, timely, and properly submitted questions and post such responses as an addendum to the NOFA online at <https://dom.iowa.gov/broadband/bead-program>. DOM's written responses will be considered part of the NOFA. Verbal responses to any questions will not be binding on DOM. It is the responsibility of the Applicant to check <https://dom.iowa.gov/broadband/bead-program> for written questions and responses to this NOFA.
- 1.8.2.4. Failure to raise a question or issue regarding the scope, interpretation, application, or contents of this NOFA as part of the question and response process shall be deemed a waiver or failure to exhaust administrative remedies for purposes of an appeal of an Award. Such waiver is intended to ensure DOM is able to correct any material issues or errors in an efficient fashion and in a manner that is fair to all prospective Applicants.
- 1.8.3. *NOFA Issuance and Application Acceptance Window Opens.* DOM will provide notice to Communications Service Providers of this funding opportunity by posting the final version of this NOFA online at Iowa Grants and <https://dom.iowa.gov/broadband/bead-program> on the date specified in the table above. Applicants must submit Applications through Iowa Grants per the date and time specified in the table above.
- 1.8.4. *Application Acceptance Window Closes/Applications Due.* Applications must be submitted through Iowa Grants no later than the date and time specified in the table above. Applications submitted after the deadline will not be considered by DOM.

Note: Applicants are solely responsible for ensuring Applications are timely submitted. Failure to timely submit an Application within the Application Acceptance Window will result in rejection of the Application. The date and time as recorded by Iowa Grants shall serve as the official regulator for the submission date and time of Applications. Applications submitted to DOM in any manner other than that through Iowa Grants will not be considered by DOM. Applications must be fully and properly filled out and

include all required forms or attachments, including those identified herein or otherwise required by Iowa Grants. An incomplete Application may result in rejection of the entire Application. “**Iowa Grants Registration Instructions**,” labeled “**Exhibit J**,” gives detailed instructions on how to create, access, and submit Applications in Iowa Grants.

- 1.8.5. *Application Review*. Following the expiration of the Application Acceptance Window, DOM will review Applications received and conduct the Application Review as more fully described below and in section 3.1 (Scoring Factors), and as follows:
 - 1.8.5.1. Technical Review. The purpose of the “**Technical Review**” is to review applications for completeness in accordance with Applicable Law and this NOFA. Applications that are timely submitted will be reviewed for completeness and accuracy.
 - 1.8.5.2. Scoring Factors. Scoring takes place in conjunction with the Technical Review. Scores will be calculated utilizing the formulas in section 3.1 (Scoring Factors). A Project’s score is the outcome of predetermined formulas that require little-to-no exercise of discretion by DOM as part of the evaluation process. Applications will then be rank ordered consistent with the Rank Ordering Procedure established in section 3.
 - 1.8.5.3. Disqualification and/or Ineligibility Review. Applications that do not comply with the terms, conditions, and requirements of Applicable Law and the terms of this NOFA, including but not limited to section 1.10, may be disqualified or ruled ineligible for an Award.
- 1.8.6. *Preliminary Award Notice and Project Negotiation*. Following the Application Review, DOM will contact potential Awardees, identifying that they have passed all preliminary requirements to receive an Award of funds under this NOFA. The Preliminary Award Notice will identify an initial Project Area and Award amount associated with the Applicant’s proposal and, if applicable, schedule a time during which the potential Awardee and DOM can enter into negotiations regarding Application adjustments to satisfy the requirements of the BEAD program. These adjustments may include changes to the Budget Plan, Project Area, and any other factors relevant to the objectives of the BEAD program. The Project negotiation will culminate in either (1) a final offer from DOM, or (2) a withdrawal of DOM’s Preliminary Award Notice to an Applicant and a release of that Applicant’s further obligations under this NOFA. DOM or the Applicant may withdraw from negotiations and terminate the Preliminary Award Notice at any time during this process, at which point DOM may identify additional Applicants who have passed all preliminary requirements to participate in this phase as potential Awardees.
- 1.8.7. *Supplemental Data Collection Phase*. As part of the application process, DOM will host a Supplemental Data Collection Phase. Prior to the final agency decision, the Applicant is required to submit any additional environmental and historical preservation documentation and qualifying financial documents, which may include a letter of commitment or other documentation required as a condition of BEAD Fund Requirements. Specific guidelines regarding these documents will be published on the

website at the time of NOFA issuance.

- 1.8.8. *Final Agency Decision(s)/Notice of Intent to Award.* DOM will review all Applications received in accordance with the terms, conditions, and requirements of Applicable Law and this NOFA, and make a final agency decision regarding whether, to which Applications, and in what amount(s) to award grant funds. In making final award decision(s), DOM may consider a variety of information or materials. In formulating its final recommendation(s), DOM is not bound by the results of the scoring process set forth in this NOFA. DOM will notify each Applicant of award decisions by issuing a Notice of Intent to Award (“NOIA”). Such NOIA shall be distributed by email to the Applicant’s Authorized Official. DOM will also post the NOIA online at <https://dom.iowa.gov/broadband/bead-program>. Unsuccessful Applicants are solely responsible for reviewing this website to determine their Award status.
- 1.8.9. *Risk Assessment.* Prior to Final Proposal Submission to NTIA, the successful Applicant will complete a risk assessment. DOM will provide a link to the successful Applicant to access the risk assessment after the NOIA is posted. The successful Applicant must complete the risk assessment within 10 business days of DOM sending the link. If a risk assessment has not been executed within this timeframe, DOM may, in its sole discretion, cancel the Award with respect to that Applicant and begin negotiations with another Applicant, as deemed appropriate by DOM. DOM may, in its sole discretion, extend the time period for negotiations of the risk assessment.
- 1.8.10. *Final Proposal Submission to NTIA.* Following the Risk Assessment, DOM will submit the NOIA to NTIA for approval as part of the State of Iowa’s Final Proposal required as a part of the BEAD program. Any changes to grantees or grant award amounts required by NTIA will be reflected in an amended NOIA that will be published online at <https://dom.iowa.gov/broadband/bead-program>.
- 1.8.11. *Remediation Phase.* If at any phase described in the foregoing NOFA scheduled events, either DOM or NTIA identifies a deficiency in achieving the BEAD program objectives, a remediation phase may be initiated by DOM. During the remediation phase, DOM may reopen one or more foregoing NOFA scheduled events, and ultimately rescind, reissue, or amend the NOIA. Remediation activities may include, but not be limited to: (1) DOM may reopen the Application Acceptance Window to solicit additional proposals to the NOFA, rescore all Applications, and reissue the NOIA; (2) DOM may choose to reopen the Preliminary Award and Project Negotiation Phase to allow for changes to Applications previously submitted; or (3) conduct other activities deemed necessary to remediate the Final Proposal in response to concerns raised by NTIA. DOM will post all activities in connection with the Final Proposal Remediation Phase at <https://dom.iowa.gov/broadband/bead-program> and notice Applicants and prospective Applicants consistent with the procedures outlined in this NOFA. The Final Proposal Remediation Phase may be repeated indefinitely until a revised Final Proposal is approved by NTIA.

In the event that there are remaining unserved or underserved locations that are not included in a proposed project following the Preliminary Award Notice and Project Negotiation Phase, DOM may issue up to two additional Application Acceptance

Windows for those exchanges within which unserved and underserved locations were not present in any proposed project. These subsequent rounds will follow the same process and have the same requirements as the first round except that DOM will predetermine project areas based on exchange boundaries. The applications submitted for the additional rounds will be scored in the same manner and with the same scoring criteria as the first round. These scores will be merged with the scores from the first round. All proposals will then be ranked and DOM will follow the steps outlined in the process through submission of the Final Proposal to NTIA and ultimately execution of Grant Agreements.

1.8.12. *Grant Agreement Negotiation and Execution.*

- 1.8.12.1. After DOM receives approval of its Final Proposal from NTIA, DOM will issue a formal letter to each successful Applicant indicating the final award amount and project area to be used to acquire a Letter of Credit or Performance Bond.
- 1.8.12.2. Once the successful Applicant has provided DOM a sufficient Letter of Credit or Performance Bond, DOM will distribute final Grant Agreements for the successful Applicants' review and signature. Successful Applicants will be given 10 business days from the date of transmission of the final Grant Agreement to return the executed agreement to DOM. If a Grant Agreement has not been executed within this timeframe, DOM may, in its sole discretion, cancel the Award with respect to that Application and begin negotiations regarding another Application, as deemed appropriate by DOM. DOM may, in its sole discretion, extend the time period for negotiations of the Grant Agreement.
- 1.8.12.3. By submitting an Application, Applicant acknowledges its acceptance of the terms and conditions of the NOFA and the Grant Agreement without change, except as otherwise expressly stated in its Application and otherwise permitted herein. If Applicant takes exception to a provision in the Grant Agreement, it must state the reason for the exception, and set forth the specific language it proposes to include in place of that section or provision through a redline with comments in the margins. If Applicant's exceptions or proposed responses materially alter the NOFA or the requirements of Applicable Law, or if Applicant submits its own terms and conditions or otherwise fails to follow the process described herein, DOM may reject the Application, in its sole discretion, without further negotiation.
- 1.8.12.4. As part of the Grant Agreement process, DOM may evaluate and consider in conjunction with the Grantee any information about Broadband buildout received by DOM after the As of Date. Consideration of such after-acquired information may result in a change of Grantee buildout obligations as compared to the buildout proposed in Grantee's Application.

1.9. Inquiries. Inquiries related to this NOFA may be made in the following ways:

- 1.9.1. Formal inquiries for which Applicants seek binding responses from DOM related to this

NOFA must be submitted in accordance with section 1.8.2 (Written Questions and Responses). Only written communications made in response to questions submitted through this process shall be binding on DOM.

- 1.9.2. DOM will make available administrative support throughout the application process to Applicants. Such support includes assisting Applicants in navigating and completing required forms or attachments associated with the application process, including but not limited to transposing information from the Broadband Availability Map to Applications or corresponding forms and attachments. This is a service made available to Applicants to assist in navigating the more complex aspects of the Application process. Contact broadband@dom.iowa.gov for further information. Communications made in response to questions submitted through this process shall not be binding on DOM.
- 1.9.3. *Unauthorized Contact.* With the exception of the available support described above, unauthorized contact with employees of DOM or independent contractors utilized by DOM regarding this NOFA or any Application submitted in connection herewith may result in disqualification. Including as it relates to the administrative support services described above, representations made by DOM's officers, employees, or independent contractors, whether made verbally, in writing, or otherwise, are not binding on DOM or otherwise incorporated into or made part of this NOFA, unless made in response to questions submitted through the process set forth in section 1.8.2 (Written Questions and Responses).

1.10. Rejection/Disqualification or Cancellation of NOFA. DOM reserves the right to: reject, in whole or in part, any or all Applications; disqualify an Applicant; advertise for new Applications; arrange to receive the services described herein, or to perform the services itself; abandon the need for such services; or cancel this NOFA at any time for any reason, including when in the best interests of DOM, the Program, or the State of Iowa to do so. Any Application may be rejected outright and not evaluated, or an Applicant disqualified, for any of the following reasons:

- 1.10.1. The Applicant is not an eligible Applicant in accordance with section 1.5 (Eligibility/Ownership Requirements).
- 1.10.2. The Project is not an eligible Project in accordance with section 1.5 (Eligibility/Ownership Requirements).
- 1.10.3. The Applicant is not a Responsible Applicant.
- 1.10.4. The Applicant indicates that the Project will proceed regardless of whether funds are awarded to the Applicant under this NOFA.
- 1.10.5. Reserved.
- 1.10.6. Where the Applicant indicates the Project Area overlaps with an Eligible Service Location in which any Communications Service Provider has already commenced construction or build out.
- 1.10.7. Where the Applicant indicates the Project Area overlaps with an Eligible Service Location in which any Communications Service Provider has preexisting Broadband expansion commitments.

- 1.10.8. Where an Eligible Service Location within the Project Area has already been awarded by any state or federal program provided that such grant was awarded to Facilitate Qualifying Broadband or faster.
- 1.10.9. Reserved.
- 1.10.10. Where Eligible Service Locations within a lower ranking Project overlap with Eligible Service Locations of any other higher ranking Project concurrently seeking funds pursuant to this NOFA.
- 1.10.11. An Application is submitted in a manner other than through Iowa Grants.
- 1.10.12. An Applicant fails to include required or sufficient information to determine whether a requirement of the NOFA has been satisfied.
- 1.10.13. An Applicant fails to follow the Application instructions or presents information requested by this NOFA in a manner inconsistent with the instructions of the NOFA.
- 1.10.14. An Applicant provides misleading or inaccurate answers.
- 1.10.15. An Applicant states that a requirement of this NOFA cannot be satisfied.
- 1.10.16. An Applicant's response materially changes a requirement of this NOFA.
- 1.10.17. An Applicant's response limits or attempts to limit any right(s) of DOM.
- 1.10.18. An Applicant fails to respond to DOM's request for information, documents, or references.
- 1.10.19. An Applicant fails to include any signature, certification, authorization, or stipulation required by this NOFA.
- 1.10.20. An Applicant alters the language in any exhibit, certification, authorization, or other form required to be submitted in connection with this NOFA.
- 1.10.21. An Applicant initiates unauthorized contact concerning or related to this NOFA with an officer, employee, or independent contractor of DOM.
- 1.10.22. An Applicant proposes to only build out middle-mile service with no last-mile service to be provided to an Eligible Service Location.
- 1.10.23. An Applicant proposes to build out a wireless or Low Earth Orbit Satellite (LEO) network, but does not demonstrate within Exhibit I Wireless Project Design Worksheet that:
 - 1.10.23.1. The design of the proposed wireless network backhaul is "future proof," meaning that the network backhaul is capable of Facilitating Qualifying Broadband to every Eligible Service Location within the Project Area upon Project Completion; and
 - 1.10.23.2. All Eligible Service Locations in the Applicant's propagation study are included in the Application.
- 1.10.24. An Applicant offers less than 25% matching funds for an Application.
- 1.10.25. The Applicant fails to supply a network design, diagram, project costs, build-out

timeline and milestones for project implementation all certified by a professional engineer in accordance with Iowa Chapter 542B.

- 1.10.26. An Applicant fails to supply supplemental information requested by DOM during the Supplemental Data Collection Phase described in Section 1.8.7.

1.11. Grants Management Policies and Procedures Guide. DOM will issue a Grants Management Policies and Procedures Guide in conjunction with the Grant Agreement negotiation and execution process. This Guide will describe the financial, oversight, and administrative requirements, as well as policies and procedures for the administration of Awards. Grantees must adhere to the Grants Management Policies and Procedures Guide, which shall be considered a contractual obligation of a successful Grantee.

1.12. Additional Terms and Conditions. Section 7 (NOFA Administration/Terms and Conditions Governing Application Process) sets forth standard terms and conditions that govern the administration of the NOFA, as opposed to terms and conditions in this Section 1 (Program Overview/Administrative Issues) that are designed to assist Applicants in preparing their Application. Applicants and Applications must comply with all terms and conditions set forth in this NOFA.

SECTION 2—Form and Content of Applications

These instructions prescribe the submission, format, and content requirements of the Application. They are designed to facilitate a uniform review process. Failure to adhere to these instructions may result in rejection of an Application. Applicants must complete each Application form required by this NOFA following the instructions herein and within Iowa Grants. Some forms may be in the format of web forms, otherwise uploaded forms must be in a .PDF, or in the case of the Core Application, .XLSM, as part of this application process. Redacted or “public” versions of electronic documents must also be uploaded as part of the application process to the extent an Applicant seeks confidential treatment of any information supplied to DOM in accordance with Section 7.19 (Disposition of Applications/Public Records).

2.1. Iowa Grants Instructions. All Applications and corresponding forms and attachments must be submitted through Iowa Grants. Registration and Application Instructions are outlined in the “Iowa Grants Registration and Application Instructions,” labeled as “Exhibit J.”

2.2. Required Forms/Submissions

2.2.1. *General Information.* This form requires an Applicant to identify the name, address, telephone number, email address, and other general information of the Authorized Official to respond to inquiries regarding the Application and other required information.

2.2.2. *Applicant/Owner Organization.*

2.2.2.1. Applicant must provide organization name, including legal name, address, and alternate mailing address for warrants/payments. Applicants must identify the official legal name under which they are registered with applicable authorities, including, as applicable, the Iowa Secretary of State. Applicants should not simply identify the organization’s “doing business as” name.

2.2.2.1.1. Regarding ownership, Applicants must also disclose the following:

2.2.2.1.1.1. List the real party or parties in interest in the Applicant or Application, including a complete disclosure of the identity and relationship of those persons or entities directly or indirectly owning or controlling (or both) the Applicant;

2.2.2.1.1.2. List the name, address, and citizenship of any party holding 10 percent or more of stock in the Applicant, whether voting or nonvoting, common or preferred, including the specific amount of the interest or percentage held;

2.2.2.1.1.3. List, in the case of a limited partnership, the name,

address and citizenship of each limited partner whose interest in the Applicant is 10 percent or greater (as calculated according to the percentage of equity paid in or the percentage of distribution of profits and losses);

- 2.2.2.1.1.4. List, in the case of a general partnership, the name, address and citizenship of each partner, and the share or interest participation in the partnership;
- 2.2.2.1.1.5. List, in the case of a limited liability company, the name, address, and citizenship of each of its members whose interest in the applicant is 10 percent or greater;
- 2.2.2.1.1.6. List all parties holding indirect ownership interests in the Applicant as determined by successive multiplication of the ownership percentages for each link in the vertical ownership chain, that equals 10 percent or more of the Applicant, except that if the ownership percentage for an interest in any link in the chain exceeds 50 percent or represents actual control, it shall be treated and reported as if it were a 100 percent interest; and
- 2.2.2.1.1.7. List any FCC-regulated entity or Applicant for an FCC license, in which the applicant or any of the parties identified in sections 2.2.2.1.1.1-5 of this section, owns 10 percent or more of stock, whether voting or nonvoting, common or preferred. This list must include a description of each such entity's principal business and a description of each such entity's relationship to the Applicant (e.g., if Company A owns 10 percent of Company B (the Applicant) and 10 percent of Company C, then Companies A and C must be listed on Company B's Application, where C is an FCC licensee and/or license applicant).
- 2.2.2.1.1.8. Applicant must submit resumes for all key management personnel and any necessary organizational charts detailing all parent, subsidiaries, and affiliates.

2.2.3. *Executive Project Summary.* This form asks Applicants to provide:

- 2.2.3.1. A brief description of the Project;

- 2.2.3.2. The projected construction start date of the Project; and
- 2.2.3.3. The projected date of Project Completion.
- 2.2.4. *Demonstrated Experience.* This section requires the Applicant to address its experience in the industry.
 - 2.2.4.1. Applicant must provide information/certification regarding its operational capabilities:
 - 2.2.4.1.1. Certification that Applicant possesses the operational capability to qualify to complete and operate the Project. An Applicant that has provided a voice, Broadband, and/or electric transmission or distribution service for at least the two (2) consecutive years prior to the date of its application submission or that it is a wholly owned subsidiary of such an entity, must submit a certification that attests to these facts and specifies the number of years the prospective subgrantee or its parent company has been operating.
 - 2.2.4.1.2. If the Applicant has provided a voice and/or Broadband service, it must certify that it has timely filed Commission Form 477s and the Broadband DATA Act submission, if applicable, as required during this time period, and otherwise has complied with the Commission's rules and regulations. Alternatively, an Applicant should explain any pending or completed enforcement action, civil litigation, or other matter in which it failed to comply or was alleged to have failed to comply with Commission rules or regulations.
 - 2.2.4.1.3. If Applicant has operated only an electric transmission or distribution service, it must submit qualified operating or financial reports that it has filed with the relevant financial institution for the relevant time period along with a certification that the submission is a true and accurate copy of the reports that were provided to the relevant financial institution.
 - 2.2.4.1.4. For a new entrant to the Broadband market, an Applicant must provide evidence sufficient to demonstrate that the newly formed entity has obtained, through internal or external resources, sufficient operational capabilities. Such evidence may include resumes from key personnel, project descriptions and narratives from contractors, subcontractors, or other partners with relevant operational experience, or other comparable evidence.
 - 2.2.4.1.5. Applicant must provide a narrative describing its readiness to manage a Broadband services network. This narrative should describe the experience and qualifications of key management for

undertaking this project, its experience undertaking projects of similar size and scope, recent and upcoming organizational changes including mergers and acquisitions, and relevant organizational policies.

2.2.4.2. Applicant must provide information/certification regarding its financial capabilities:

2.2.4.2.1. Applicant must submit financial statements that are audited by an independent certified public accountant from the prior fiscal year. If the applicant has not been audited during the ordinary course of business, in lieu of submitting audited financial statements, applicants may submit unaudited financial statements from the prior fiscal year and then certify that they will provide financial statements from the prior fiscal year that are audited by an independent certified public accountant within a prescribed period.

2.2.4.2.2. Applicant must submit business plans and related analyses that substantiate the sustainability of the proposed project. This can be provided in the form of pro forma statements or analyses, inclusive of cash flow and balance sheet projections and should include at least three years of operating cost and cash flow projections post targeted completion of project.

2.2.4.3. Applicant must provide information regarding other applications that include the use of public funds:

2.2.4.3.1. Applicant must disclose for itself and for its affiliates, any application the Applicant or its affiliates have submitted or plan to submit, and every Broadband deployment project that the subgrantee or its affiliates are undertaking or have committed to undertake at the time of the application using public funds.

2.2.4.3.2. Applicant must disclose, for each application or future application for a Broadband deployment project using public funds:

2.2.4.3.2.1. the speed and latency of the Broadband service to be provided (as measured and/or reported under the applicable rules);

2.2.4.3.2.2. the geographic area to be covered;

2.2.4.3.2.3. the number of unserved and underserved locations committed to serve (or, if the commitment is to serve a percentage of locations within the specified

geographic area, the relevant percentage);

2.2.4.3.2.4. the amount of public funding to be used;

2.2.4.3.2.5. the cost of service to the consumer; and

2.2.4.3.2.6. the matching commitment, if any, provided by the subgrantee or its affiliates.

2.2.5. *Minority Impact Statement.* This form collects information about the potential impact of the Project on minority groups consistent with Iowa Code section 8.11.

2.2.6. *Central Forms.* Applicant shall complete and upload the following forms:

Note: Exhibits B through D are located in separate Worksheets within the Broadband Grants Core Application Excel Workbook.

2.2.6.1. Project Worksheet. This form, labeled “**Exhibit B**,” requires Applicant to define its Project by identifying key inputs from the Broadband Availability Map. These key inputs include, but are not limited to:

2.2.6.1.1. The total number of Eligible Service Locations forming the basis of the Project to which Applicant will Facilitate Qualifying Broadband including whether the Eligible Service Location is Unserved or Underserved;

2.2.6.1.2. The maximum upload and download speeds, stated in megabits per second, to be Facilitated to the Project Area upon Project Completion;

2.2.6.1.3. The type of delivery platform of the Broadband Infrastructure underlying the Project;

2.2.6.1.4. Speed of Network and Other Technical Capabilities of the Broadband services to be Facilitated in the Project Area as described in section 3.1.2.2.

Note: Reference the “**Project Selection and Data Export/Import Instructions**,” labeled “**Exhibit K**,” for instructions on how to properly complete this aspect of the Application, which is largely auto-populated from data to be input by Applicants into the “**ESL Input**” tab in the Core Application.

2.2.6.2. BEAD Form. This form, labeled “**Exhibit C**,” requires the Applicant to describe the percentage of federal funding requested, line miles of fiber, and related information required by NTIA in connection with BEAD funding. Applicants may optionally submit a lower Maximum Funding Request percentage in Exhibit C.

- 2.2.6.3. Budget Plan. This form, labeled “**Exhibit D,**” requires the Applicant to state its estimated Total Project Costs and corresponding Allowable Expenditures in the categories provided on the form.
- 2.2.6.4. Grant Agreement. Successful Applicants will be required to execute a Grant Agreement, labeled “**Exhibit E.**” Applicants that accept the terms and conditions of the Grant Agreement as proposed will be asked to certify their acceptance. Applicants proposing changes to the Grant Agreement must abide by section 1.8.12 (Grant Agreement Negotiation and Execution).
- 2.2.6.5. Certification, Authorization, and Release of Information Form. This form, labeled “**Exhibit F,**” requires the Applicant, or Applicant’s Authorized Official to:
 - 2.2.6.5.1. Certify to DOM the completeness, accuracy, truthfulness, performance capabilities, and satisfaction of key legal requirements of or related to the Application;
 - 2.2.6.5.2. Certify to DOM that for completed service offerings funded by this NOFA, Applicant will allow subscribers in the service area to utilize the FCC’s Lifeline program;
 - 2.2.6.5.3. Authorize DOM, independent contractors, or other third parties acting on behalf of or directed by DOM to obtain information about Applicant from third parties, and additionally authorizes such third parties to supply such requested information to DOM.
- 2.2.6.6. Form 22. This form, labeled “**Exhibit G,**” requires the Applicant to indicate whether or not it intends to request confidential treatment of cost information in Exhibit D of the Core Application.
- 2.2.6.7. Application Checklist. This form, labeled “**Exhibit H,**” is designed to assist Applicant in ensuring Applicant has completed and submitted all forms and materials required by this NOFA. Applicant is not expected to return this form to DOM with its Application.
- 2.2.6.8. Wireless Project Design Worksheet. This form, labeled “**Exhibit I,**” requires Applicants that propose wireless or Low Earth Orbit Satellite (LEO) Projects to provide additional information concerning project design with a special emphasis on backhaul design. Such information will be used by DOM to assess whether Applications proposing wireless Projects are capable of providing reliable Qualifying Broadband to the Project Area at the time of Project Completion. **Applicant is not expected to return this form to DOM unless a wireless Project is proposed.**

- 2.2.6.9. Professional Engineer Certification. Applicant must upload the following documents, stamped by a Professional Engineer, and a letter from a Professional Engineer licensed in accordance with Iowa Chapter 542B certifying the veracity of the following:

- 2.2.6.9.1. Network Design;
- 2.2.6.9.2. Diagram;
- 2.2.6.9.3. Project costs; and
- 2.2.6.9.4. Build-out timeline and milestones for project implementation.

NOTE: Applicant may submit the documents in Section 2.2.6.9. without a Professional Engineer stamp during the application process. However, the documents must be stamped by a Professional Engineer and submitted to DOM before the conclusion of the Supplemental Data Collection Phase.

- 2.2.6.10. Environmental and Historic Preservation Pre-Screening Form. This form requires Applicants to upload pre-screening information concerning the Applicant's Project for the following:

- 2.2.6.10.1. Historic Structures and Archaeological Sites Review using screening tools available from the Office of State Archaeologist;
- 2.2.6.10.2. Iowa DNR Flood Plain Management, Sovereign Lands/ Environmental Review, and US Army Corps of Engineers 404 Water Quality Permits using screening tools from the Iowa Department of Natural Resources; and
- 2.2.6.10.3. Narrative plans for compliance with National Environmental Policy Act and National Historic Preservation Act.

- 2.2.6.11. Proof of Consent. Applicants that propose projects that include any locations on the Meskwaki Nation's tribal lands must provide proof of consent from the Meskwaki Nation. Proof of consent must include an official letter from the Applicant to the Meskwaki Nation and an official letter from the Tribal Chairman of the Meskwaki Nation signing off on the proposed project. The Applicant letter should include the following:

- 2.2.6.11.1. A concise description of the project;
- 2.2.6.11.2. Explanation of the benefit the project brings to the Meskwaki Nation;
- 2.2.6.11.3. Description of the Applicant's expected participation from the Meskwaki Nation; and

2.2.6.11.4. Any other pertinent information.

2.2.7. *Product Pricing Form.* This form requires Applicants to provide speeds and pricing tiers to be offered, including the following:

2.2.7.1. The Low-Cost Broadband Service Option; and

2.2.7.2. The Qualifying Broadband service (i.e., 100 Mbps download and 20 Mbps upload)

SECTION 3—Scoring Methodology

Scoring and ranking Applications submitted in response to this NOFA will occur through scoring factors, more fully outlined below. Specific values assigned to each evaluation factor set forth in section 3.1 (Scoring Factors), are posted in section 3.2 (Scoring Rubric).

DOM recognizes that some of the factors identified below compete with each other. This is by design. Completed Projects will be expected to meet or exceed any statements or representations made in connection with questions or inputs associated with scored factors outlined below, and any related answers or inputs shall be deemed contractual obligations of Applicant and incorporated by reference into a resulting Grant Agreement as if fully set forth therein.

Rank Ordering Procedure. Following the scoring process using the factors set forth in section 3.1, all Applicants will be subject to the Rank Ordering Procedure:

- First, as part of the Technical Review described in section 1.8.5.1, DOM will group Applications accordingly: **Group A** will include Priority Broadband Projects, **Group B** will consist of Non-Priority Broadband Projects, and **Group C** will consist of Community Anchor Institution Projects;
- Second, Applications within Group A and Group B will be subgrouped by Unserved Service Projects (Group A1 and Group B1) and Underserved Service Projects (Group A2 and Group B2). See Project Grouping Table below.
- Third, Applications will be ranked within each subgroup of Group A, Group B, and Group C by lowest cost. The lowest cost Application within each subgroup of Group A and Group B will be assigned a rank that immediately follows the lowest ranked Application in the preceding subgroup by award order. All Applications in Group C will be assigned a rank that immediately follows the lowest ranked Application from the preceding groups. This will result in a cumulative rank assigned to each Application submitted to this NOFA.
- Fourth, overlapping ESLs will be evaluated as set forth in Section 1.7.4.
- Fifth, Projects with ESLs with excessive cost will be subject to negotiation and/or disqualification.
- Sixth, awards will be made to successful Group A Applications then Group B Applications, then Group C Applications. Awards will be made to Applications following their cumulative rank until funds are exhausted.

Project Grouping Table	
Group A - Priority Broadband Projects Group	
<i>Application Ranking</i>	
1	A1 - Priority Unserved Service Projects Subgroup
2	A2 - Priority Underserved Service Projects Subgroup
Group B - Non-Priority Projects Group	
<i>Application Ranking</i>	
3	B1 - Non-Priority Unserved Service Projects Subgroup
4	B2 - Non-Priority Underserved Service Projects Subgroup
Group C - Community Anchor Institutions	
<i>Application Ranking</i>	
5	C1 - Community Anchor Institution Project Subgroup

3.1. Scoring Factors. The inputs for this section are supplied by Applicant on the Project Worksheet and the Budget Plan.

3.1.1. *Primary Criteria.* The following Scoring Factor is the sole Primary Criteria:

3.1.1.1. Minimal BEAD Program Outlay. This factor considers the overall cost to the Program.

Formula:

Minimal BEAD Program Outlay is calculated by taking the Project Cost, outlined in Section 1.6.2., minus the amount of applicant matching funds provided, divided by the number of Eligible Service Locations included in the Project. The Project with the lowest cost will be the winner subject to Section 3.1.2., if applicable.

3.1.2. *Secondary Criteria.* The following Scoring Factors are only applicable where proposals have one or more overlapping locations, and the cost of that location is within 15% of the lowest-cost proposal received.

3.1.2.1. Speed to Deployment. This factor takes into consideration the Project delivery schedule/timeline as measured by the date of Project Completion. Applications proposing earlier dates of Project Completion will receive higher scores.

Formula: The cumulative number of calendar days between the date the Application Acceptance Window Opens (see Section 1.8.4) for this NOFA and date of Project Completion proposed in the Application.

This results in a cumulative number of calendar days required by the Applicant to complete the project. The cumulative number of calendar days required for all Applicants will be compared against each other to calculate the Early Completion Date score for each individual Applicant.

3.1.2.2. *Speed of Network and Other Technical Capabilities.* This factor operates on the premise that Projects that will deploy more reliable-Broadband products to further the objectives of the Program. Inputs relevant to this factor include, as defined and described in more detail below, Relative Speed and Latency. Applicants may use the most favorable product offering that will be made available within a commercially reasonable time and at a commercially reasonable price within the Project Area upon request by a consumer as a result of the Project to respond to the questions/inputs. Applicants must use the same product offering to respond to all product attribute questions/inputs. All Applicants will be evaluated on the following criteria.

3.1.2.2.1. SubCategory 1 - Relative Speed. “**Relative Speed**” operates on the premise that Projects that Facilitate higher upload/download speeds further the objectives of the Program.

Formula: The average upload/download speeds in terms of megabits per second that the Applicant represents will be Facilitated to all ESLs forming the basis of the Project.

The resulting averages of all Applicants in the applicant pool will be compared against each other to calculate the Relative Speed score for each individual Applicant. The Applicant with the highest average speed score will set the ceiling for scores of all Applicants.

For example, if Applicant A proposes 100 mbps download and 20 mbps upload, the average speed would be calculated as 100 plus 20 divided by 2 equals 60. If Applicant B proposes a project with a speed of 1000 mbps download and 1000 mbps upload, this would corresponds to an average speed score of 1000 (1000 download plus 1000 upload divided by 2 = 1000). For purposes of this illustration, Application B would have the highest average score and earn 100% of the points available (60). Application A would receive a percentage of the total points by taking the average speed score (60) divided by the highest average speed score (1000) multiplied by the total points available (60 divided by 1000 multiplied by 60 points = 3.6 points).

- 3.1.2.2.2. **SubCategory 2 - Latency.** “**Latency**” means the average time it is estimated to take, expressed in milliseconds (ms), for data to travel from the customer edge router ingress/egress point to the “**Internet Speed Test Tool**” published at <https://dom.iowa.gov/broadband>. Applicants must respond to this question by providing the anticipated Latency the customer will experience as measured by the Internet Speed Test Tool upon subscribing to the proposed service post-Project Completion.

Formula:

- 3.1.2.2.2.1. Products with a Latency of less than 30 ms will receive all of the points available within this subcategory.
- 3.1.2.2.2.2. Products with a Latency of greater than or equal to 30 ms but less than 60 ms will receive half of the points available within this subcategory.
- 3.1.2.2.2.3. Products with a Latency of greater than or equal to 60 ms will receive none of the points available within this subcategory. Latency may not exceed 100 ms.

3.2. Scoring Rubric. The Scoring Rubric identifies the specific point values assigned to each evaluation factor set forth in section 3.1 (Scoring Factors). A total of 100 points is available in Secondary Scoring Categories, as needed. While DOM will utilize the points system described herein as a tool to assist in initially determining the relative merits of each Application, such scores are in no way binding on DOM. DOM will ultimately make decisions, in its sole discretion regarding whether, to which Applications, and in what amounts to award grant funds. Such decisions will be based on which Projects are most likely to have the greatest impact in furthering the objectives of the Program.

3.2.2 Secondary Scoring Categories	Weight (Percentage (%) of 100 points available)	Points (Total Points Available (100) * Weight)
3.2.2.1 Speed to Deployment	20%	20
3.2.2.2 Speed of Network – Relative Speed	60%	60
3.2.2.3 Speed of Network – Latency	20%	20

In the event of a tie in scores based on Secondary Criteria, the award will be based on the Primary Criteria.

SECTION 4—Attachments

The following forms and reference documents can be found on the DOM Broadband Grants website, available at <https://dom.iowa.gov/broadband/broadband-grants>:

- **Exhibit A.** This Notice of Funding Opportunity #009 (“NOFA”).
- **Broadband Grants Core Application or Core Application.** This is an Excel Workbook containing the central forms to be completed and submitted by an Applicant in connection this NOFA, including the following key exhibits:
 - **Exhibit B—Project Worksheet.** This is an Excel Worksheet wherein Applicant defines the Project boundaries and supplies DOM with key data elements to be utilized primarily by DOM in the aspects of reviewing, scoring, and ranking Applications. This worksheet will be used to identify the Project Area and will be incorporated into the Grant Agreement by reference.
 - **Exhibit C—BEAD Form.** This is an Excel Worksheet wherein Applicant indicates the percentage of federal funding requested and other elements required by the BEAD program that are not collected elsewhere in the Application.
 - **Exhibit D—Budget Plan.** This is an Excel Worksheet wherein Applicant identifies the Allowable Expenditures and Total Project Costs forming the basis of a Project. Reference section 1.6.2 (Total Project Costs), section 2.2.6.3 (Budget Plan) and the Budget Plan in the Core Application Excel Workbook for more detailed information on the budget process.
- **Exhibit E—Grant Agreement.** This is the standard grant agreement to be entered between DOM and an Applicant awarded funds in connection with this NOFA. The Grant Agreement establishes the terms, conditions, and requirements governing the delivery, administration, and oversight of a Project. Reference section 1.8.12 (Grant Agreement Negotiation and Execution) for terms, conditions, and requirements related to the contracting process. Identify any requested changes to the Grant Agreement by following the directions in the Iowa Grants application forms. The Grant Agreement need only be submitted as part of the Application when changes are requested.
- **Exhibit F—Certification, Authorization, and Release of Information.** This is a form by which the Authorized Official certifies the completeness, accuracy, truthfulness, performance capabilities, and satisfaction of key legal requirements of or related to the Application or subsequent performance should Applicant be awarded grant funds and successfully execute a Grant Agreement, and which authorizes DOM, independent contractors, or other third parties acting on behalf of DOM to obtain information about Applicants from third parties, and which authorizes such third parties to supply such requested information to DOM.
- **Exhibit G—Request for Confidentiality or Form 22.** This is a form submitted as part of an Application where Applicant may request the confidential treatment of specifically-identified information or materials submitted as part of an Application. Reference Section 7.19 (Disposition of Applications/Public Records) for information regarding this process and the limitations associated therewith.
- **Exhibit H—Application Checklist.** This is a checklist made available as part of the Application process and is designed to assist Applicants in ensuring they have completed and submitted all forms, materials, and information required by this NOFA. **Applicant is not expected to return this form to DOM with its Application.**

- **Exhibit I—Wireless Project Design Worksheet.** This form is submitted as part of an Application where Applicant proposed buildout of a wireless or Low Earth Orbit Satellite (LEO) network. Any Applicant proposing a wireless or LEO Project must respond to all the requested information and upload a single responsive PDF document to the Iowa Grants system containing the information. **Complete this exhibit ONLY IF you are proposing a wireless Project as part of your Application.**
- **Exhibit J—Iowa Grants Registration and Application Instructions.** These instructions help Applicants register and navigate the Iowa Grants system. These instructions are applicable to this specific NOFA opportunity and help the Applicant complete and navigate the online application through the Iowa Grants system, including walking Applicant through the process of uploading required forms referenced herein.
- **Exhibit K—Project Selection and Data Export/Import Instructions.** These instructions show the Applicant how to properly define their Project using the Broadband Availability Map and export the Eligible Service Location information forming the basis of their Project. This export is used to populate the Eligible Service Location Input Tab “**ESL Input Tab**” located within the Core Application. The ESL Input Tab auto populates other key aspects of the Application in the Core Application, including the Project Worksheet, which is central to the Application process.

SECTION 5—Reference Materials

The following reference materials are available by clicking on the links identified below:

- The Broadband Availability Map and related information, *available at* <https://dom.iowa.gov/broadband/bead-program>.
- Notice of Funding Availability #009 public posting, *available at* <https://dom.iowa.gov/broadband/bead-program>.
- BEAD Guidance for States, Territories, and Freely Associated States, *available at* <https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>.
- The NTIA Frequently Asked Questions, *available at* <https://broadbandusa.ntia.doc.gov/node/8168>.
- The NTIA BEAD Restructuring Policy Notice, *available at* <https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf>
- Applicable sections of the 2 CFR, *available at* <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

SECTION 6—Glossary of Additional Terms

In addition to other terms defined elsewhere in the NOFA, this Glossary defines terms used throughout the NOFA that primarily relate to the administration of the NOFA, as opposed to key program terms and critical concepts the understanding of which are essential for an Applicant to prepare a thoughtful and responsive Application and which key program terms are defined in section 1.3 (Key Program Definitions). The following terms as used throughout the NOFA shall be ascribed the following meaning:

- 6.1. **“Applicable Law”** means any and all applicable federal, state, foreign, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, and specifically including BEAD Requirements.
- 6.2. **“Applicant(s)”** means a Communications Service Provider submitting an Application in response to this NOFA, as well as a provider who is considering the submission of such an application..
- 6.3. **“Application(s)”** means a Communications Service Provider’s materials and responses to this NOFA, including the Iowa Grants Application, the Project Worksheet, BEAD Form and the Budget Plan, together with any clarifications, attachments, appendices, or amendments to the NOFA.
- 6.4. **“Authorized Official”** means an individual identified by an Applicant, in writing, who is authorized to respond to inquiries and make binding decisions on behalf of and for an Applicant in connection with an Application or Grant Agreement.
- 6.5. **“Award”** means grant funds made available through this NOFA to an Applicant.
- 6.6. **“Grantee”** means a NOFA #009 grant recipient.
- 6.7. **“Iowa Grants System”** or **“Iowa Grants”** means the State of Iowa’s electronic grants management system through which Applicants may view and explore funding opportunities made available by State of Iowa agencies, and through which Applicants must submit Applications in response to such opportunities, including this NOFA. The Iowa Grants System is available at: <https://www.iowagrants.gov/index.do>.
- 6.8. **“Responsible Applicant”** means an Applicant that has the capability in all material respects to successfully complete and deliver a Project in accordance with the terms, conditions, requirements, and restrictions of Applicable Law, this NOFA, and the resulting Grant Agreement if awarded grant funds. In determining whether an Applicant is a Responsible Applicant, DOM may consider various factors including, but not limited to: the Applicant’s competence and qualifications to successfully complete and deliver a Project; the Applicant’s integrity and reliability; the past performance of the Applicant, including Applicant’s past contract terminations, litigation, debarments, compliance with applicable terms, conditions, or requirements, or timely completion of past projects; Applicant’s criminal history; Applicant’s financial stability; Applicant’s experience in addressing projects of similar size and complexity; and the best interests of DOM, the Program, and the State. An Applicant’s inability to fully certify/attest to all of the items identified in the Certification, Authorization, and Release of Information Form may result in DOM concluding an Applicant is not a Responsible Applicant.

SECTION 7—NOFA Administration/Terms and Conditions Governing Application Process

This section sets forth standard terms and conditions that primarily relate to the administration of the NOFA.

- 7.1. Amendments to NOFA.** DOM reserves the right to amend this NOFA at any time. In the event DOM decides to amend this NOFA, a written amendment will be posted at <https://dom.iowa.gov/broadband/broadband-grants>. Applicants are advised to check this website periodically for amendments to this NOFA. In the event an amendment occurs after the submission deadline is closed, DOM will email the written amendment to each Applicant's Authorized Official.
- 7.2. Open Competition.** Awards will be made through a fair, open, and objective process. Accordingly, no attempt shall be made by any Applicant to induce any other person or firm to submit or not submit an Application for the purpose of restricting competition. Doing so may result in disqualification.
- 7.3. Withdrawal of Applications.** An Application may be withdrawn by the request of an Applicant at any time prior to the due date and time. An Applicant desiring to withdraw an Application shall submit notification including the Application ID, title of the Application, and the Applicant organization name via email to broadband@dom.iowa.gov. After this funding opportunity closes, DOM may reject Applications that have been created in the Iowa Grants System but which have not been finally submitted.
- 7.4. Resubmission of Withdrawn Applications.** A withdrawn Application may be resubmitted by an Applicant at any time within the Application Acceptance Window in the same manner as permitted by sections 1.8.3 and 1.8.4 of this NOFA.
- 7.5. Costs of Application Preparation.** All costs of preparing an Application are the Applicant's sole responsibility. DOM is not responsible for any costs incurred by an Applicant related to the preparation or submission of an Application or any other activities undertaken by an Applicant related in any way to this NOFA.
- 7.6. Multiple Applications.** An Applicant may submit one or more Applications for different Project Areas.
- 7.7. Construction of NOFA.** This NOFA shall be construed in light of pertinent legal requirements and Applicable Laws. Changes in applicable statutes and rules may affect the award process or the resulting Grant Agreement. Applicants are responsible for ascertaining relevant legal requirements.
- 7.8. Issuance of NOFA Not Commitment by DOM or the Federal Government.** The issuance of this NOFA in no way constitutes a commitment by DOM to issue any Award or enter into a Grant Agreement with any Applicant or other interested person or party. The NOFA may be canceled at any time. Funding for NOFA is contingent upon the continued availability of appropriations. Publication of this NOFA does not oblige NTIA, the National Institute of Standards and Technology, the Department of Commerce, or DOM to award any specific project or other eligible activity or to obligate any available funds.
- 7.9. Oral Presentation.** Applicants may be requested to make an oral presentation related to their Application. The determination of any need for presentations and the location, order, and schedule of any such presentations shall be at the sole discretion of DOM. If an oral presentation is required, Applicants may clarify or elaborate on their Application, but may not substantively change, alter, or amend their original Application.
- 7.10. Restrictions on Gifts and Activities.** Iowa Code Chapter 68B contains laws that restrict gifts which may be given or received by state officers or employees, requires certain individuals to disclose information concerning their activities with state government, and prohibits inappropriate use of influence and conflicts of interest. Applicants are responsible for determining the applicability of that chapter to their activities, for complying with the requirements thereof, and for avoiding other potential or actual conflicts of interest. In addition, Iowa Code Chapter 722 provides that it is a felony offense to bribe a public official.
- 7.11. Use of Subcontractors.** Applicants are permitted to seek reimbursement for Allowable Expenditures incurred through the use of contractors, subcontractors, and other third parties in the performance of the services contracted for through this NOFA process. Terms, conditions, and restrictions on the use of contractors, subcontractors, and other third parties are as found in Applicable Law, this NOFA, and the Grant Agreement. Current officers or employees of the State of Iowa may not act as contractors, subcontractors, or other third parties in an Applicant's performance of the services contracted for through this NOFA process. Applicants are fully responsible for all work contracted for or agreed to through this NOFA process and any resulting Grant Agreement, including work performed by contractors, subcontractors, and other third parties. No contract or subcontract into which an Applicant enters and which relates to performance of any obligations hereunder and any resulting Grant Agreement will, in any way, relieve an Applicant of any responsibility for performance of its duties or obligations with respect thereto.

- 7.12. **Criminal Background Checks.** Except as otherwise prohibited by Applicable Law, DOM reserves the right to conduct criminal history and other background investigations into an Applicant, its officers, directors, managerial and supervisory personnel, clerical or support personnel, and other personnel utilized or retained by an Applicant in connection with this application process or any Grant Agreement. Such information may be obtained or used in determining whether to issue a Notice of Intent to Award, including in determining whether an Applicant is a Responsible Applicant, or as a precondition to executing a Grant Agreement with an Applicant who has been awarded grant funds. An Applicant shall cause any/all necessary waivers to be executed by appropriate persons to effectuate such background investigations. Disqualifying offenses may include, but are not limited to, crimes involving an element of dishonesty, fraud, or other crimes of moral turpitude.
- 7.13. **Reference Checks.** Except as otherwise prohibited by Applicable Law, DOM reserves the right to contact any reference(s) to verify any information contained in an Application or to discuss the Applicant's qualifications.
- 7.14. **Predominant Language.** Applicant shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above and at <https://www.oig.doc.gov/whistleblower/protection-program/>.
- 7.15. **Information from Other Sources.** As part of and during the Application process, DOM reserves the right to obtain and consider information from other sources about an Applicant, including but not limited to the Applicant's capability and performance across the State, the Applicant's financial stability, past or pending litigation, or any publicly available information. Such information will be used solely as permitted by Applicable Law and for the purposes of judging Applications against the requirements or criteria otherwise identified in this NOFA. In addition, DOM reserves the right to consider information elicited in or supplied in response to one section of the NOFA in considering or evaluating other sections of the NOFA or an Application, or obtained from other sources identified in or permitted by the NOFA, including but not limited to the Broadband Availability Map.
- 7.16. **Verification of Application Contents.** Except as otherwise prohibited by Applicable Law, DOM reserves the right to verify the contents of an Application submitted by an Applicant. Misleading or inaccurate responses may result in rejection of an Application.
- 7.17. **Waivers and Variances.** DOM reserves the right to waive or permit cure of non-material variances in an Application's form and content, provided such action is in the best interest of DOM, the Program, and the State of Iowa. In the event DOM waives or permits the cure of non-material variances, such waiver or cure will not modify the terms, conditions, or requirements of this NOFA or excuse an Applicant from full compliance with the terms, conditions, or requirements of this NOFA. The determination of materiality shall be in the sole discretion of DOM.
- 7.18. **NOFA Application Clarification Process.** DOM may request clarification from Applicants for the purpose of resolving ambiguities or questioning information presented in an Application. Clarifications may occur throughout the Application review process. Requests for clarification will be issued to the Applicant's Authorized Official. Clarification responses shall be in the format specified by DOM and shall address only the information requested. This may include written questions, interviews, or site visits. Responses shall be submitted to DOM within the time stipulated by DOM at the time of the request and will be deemed part of the Application. Notwithstanding the foregoing, DOM at its sole discretion may reject clarifying information received from an Applicant where the clarifying information materially alters the content or substance of the Application. Failure to timely respond to or otherwise comply with a request for clarification may result in disqualification.
- 7.19. **Disposition of Applications/Public Records.** All Applications and the contents associated therewith shall become the property of DOM. DOM will post the public aspects of Applications to a public internet site. Further, DOM is generally subject to the State's public records law, Iowa Code chapter 22, and corresponding implementing rules. Applicants or other persons or parties submitting information to DOM are encouraged to familiarize themselves with Iowa Code chapter 22 before submitting Applications or other information to DOM.

In addition, the following terms, conditions, and processes shall govern requests from Applicants for the confidential treatment of information supplied to DOM in connection with an Application. These terms, conditions, and processes are designed to strike a fair balance between the need for transparency and Applicants' legitimate claims for confidential treatment of information or materials. As a general matter, DOM will treat all information submitted by Applicants or by other persons or parties to DOM as public, nonconfidential records unless an Applicant or other person or party requests that specific information submitted be treated as confidential at the time of submission to DOM in accordance with the following:

- 7.19.1. An Applicant or other person or party requesting confidential treatment of portions of an Application or other

information submitted to DOM must:

- 7.19.1.1. Fully complete and submit to DOM a Form 22;
 - 7.19.1.2. Clearly identify in the Application the specific information within each specific section of the Application for which Applicant seeks confidential treatment;
 - 7.19.1.3. Conspicuously mark the outside of any Application and individual exhibits or attachments thereto as containing confidential information;
 - 7.19.1.4. Mark each page upon which confidential information appears; and
 - 7.19.1.5. Submit a public copy of the Application from which claimed confidential information has been excised. Any claimed confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the otherwise public information as possible. In submitting a public copy of electronic documents to DOM, Applicants may excise information for which they seek confidential treatment and replace it with clear, conspicuous, **BOLD** language indicating that information has been redacted (*i.e.*, “[REDACTED]”) from a specific aspect/area of the Application. For assistance in redacting information in the Core Application, please contact administrative support as identified in section 1.9.2.
- 7.19.2. Form 22 will not be considered fully complete unless, for each confidentiality request, the Applicant or other person or party:
- 7.19.2.1. Enumerates the specific grounds in Iowa Code chapter 22 or other Applicable Law that support treatment of the specific information as confidential;
 - 7.19.2.2. Justifies why the specific information should be maintained in confidence;
 - 7.19.2.3. Explains why disclosure of the specific information would not be in the best interest of the public; and
 - 7.19.2.4. Sets forth the name, address, telephone number, and email address of the individual authorized by the person or party submitting such information to respond to inquiries from DOM concerning the confidential status of such information. This person may be the same person as the Applicant’s Authorized Official.

Notwithstanding the foregoing, subject to applicable state, federal, and/or international laws, rules, regulations, or orders (including Iowa Code chapter 22 and any corresponding implementing rules, regulations, or orders), DOM will treat W-9s or other tax documents provided through Iowa Grants to facilitate payment/reimbursement as confidential, and Applicants need not and should not include a request for confidential treatment for such document(s) in their Form 22.

Failure to request that information be treated as confidential in accordance with the foregoing shall relieve DOM and State personnel from any responsibility for maintaining the information in confidence. An Applicant’s request for confidentiality that does not comply with the terms, conditions, or process set forth in this section is grounds for rejecting an Application, or denying a request for confidential treatment. Blanket requests to maintain an entire Application submitted to DOM as confidential will be categorically rejected.

If DOM receives a request for information or materials related to an Application marked as confidential or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Applicant shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Applicant, Applicant fails to appear to defend its request for confidentiality, DOM may release the information or material, or otherwise bill the Applicant any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General’s Office or other attorney or law firm utilized by DOM or the State). Additionally, if Applicant fails to comply with the confidentiality process set forth herein, Applicant’s request for confidentiality is unreasonable, Applicant fails to supply DOM with sufficient information to determine whether Applicant’s request for confidential

treatment is founded, or Applicant rescinds its request for confidential treatment, DOM may release such information or material with or without providing advance notice to Applicant and with or without affording Applicant the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Applicant waives any claims it may have against DOM or the State of Iowa related to the confidential treatment of any information or materials submitted as part of this application process that result, in whole or in part, from any deficiencies with or related to compliance with this section, or that otherwise result from Applicant's failure to comply with the terms, conditions, or requirements of this NOFA.

- 7.20. **Copyright.** By submitting an Application, Applicants agree and acknowledge that DOM will, subject to section 7.19 (Disposition of Applications/Public Records Law): post the public aspects of Applications received as part of this NOFA process online; release, distribute, and copy Applications for the purpose of facilitating input, recommendations, and evaluation processes, or as is otherwise necessary in administering the selection and Award process; and release, distribute, and copy Applications in response to requests for public records. By submitting an Application, Applicant consents to such releases, disclosures, and copying and grants DOM and the State of Iowa a right and license to do so, warrants and represents that such release, distribution, or copying will not violate the rights of any third party, and agrees to indemnify and hold harmless DOM and the State of Iowa and their employees, officers, board members, agents, representatives, and officials ("Indemnitee(s)") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, fines, penalties, taxes, costs and any other expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses, and attorney fees of other counsel retained by DOM, State, or any Indemnitee) directly or indirectly related to, resulting from, or arising out of any such release, distribution, or copying. In the event an Applicant copyrights or attempts to copyright its Application, DOM may reject the Application.
- 7.21. **Authority to Bind.** An individual authorized to legally bind the Applicant shall sign any and all documents requiring signature and associated with this Application process. Any such documents may be executed, scanned, and transmitted electronically. Electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures.
- 7.22. **Waiver of Claims.** An Applicant's submission of an Application constitutes acceptance of the terms, conditions, criteria, and requirements set forth in this NOFA and operates as a waiver of any and all objections to the contents of the NOFA. By submitting an Application, an Applicant agrees that it will not bring any claim or have any cause of action against DOM or the State of Iowa based on the terms or conditions of this NOFA or the application process.
- 7.23. **Co-signatures/Joint and Several.** In the case of a parent and a subsidiary, both the parent, and the subsidiary that will be performing the Project, will be required to co-sign any resulting Grant Agreement and shall be jointly and severally liable for any duties, responsibilities, obligations, liabilities, or default with respect thereto.
- 7.24. **Choice of Law and Forum.** This NOFA shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. The exclusive jurisdiction for any and all litigation related to this NOFA shall be the state or federal courts sitting in Polk County, Iowa. Any litigation related to this NOFA shall be brought and maintained in the courts sitting in Polk County, Iowa. Grantees and Applicants waive any objection to such jurisdiction based on forum non conveniens or otherwise. This forum designation in no way waives a litigant's obligation to exhaust administrative remedies.
- 7.25. **Appeal of Award Decision.** DOM will notify successful Applicants of DOM's decision by sending their Authorized Official a copy of the NOIA, and will notify unsuccessful Applicants by posting the NOIA online at www.iowagrants.gov and <https://dom.iowa.gov/broadband/broadband-grants>. Unsuccessful Applicants are solely responsible for reviewing such websites to determine their Award status. From the date and time of such posting, adversely affected Applicants will have 5 days to appeal such decision(s) by filing a Notice of Intent to Appeal pursuant to Iowa Admin Code r. 129-11.3(1). Failure to challenge DOM's decision within the 5-day period shall waive any other claims an Applicant may have as it relates to DOM's administration of the process and otherwise be deemed a failure to exhaust administrative remedies. Applicants may appeal an adverse decision only for a timely submitted Application. Appeals must clearly and fully identify all issues being contested and demonstrate what requirements or procedures in Applicable Law, rule, or the NOFA were violated. In the event of an appeal, DOM will continue working with successful Applicants pending the outcome of the appeal.
- 7.26. **Contingent Awards.** If, at the time an Award is made, all or part of a successful Applicant's award is subject to challenge, DOM may, contemporaneous with the challenge process, proceed to enter into this Agreement with Grantee. Notwithstanding the foregoing or anything in this Agreement to the contrary, the aspect(s) of DOM's Award(s) that is subject to such challenge at the time of the execution of this Agreement shall be valid and enforceable only to the extent DOM's original determination



or Award, as applicable, is ultimately upheld at the end of the entire appeals and contested case process once final, including judicial review and any subsequent appeal therefrom. If an Eligible Service Location is ultimately determined to be ineligible, or a portion of an Award is later deemed invalid, in whole or in part: the Grantee shall not be entitled to any grant funds or reimbursement to the extent of any such non-eligibility or invalidity; DOM may require the Grantee to amend the Agreement to reflect such result; and the Grantee will be required to reimburse DOM for any corresponding funds previously distributed by DOM.