

## BEAD Program Subgrant Application Certification Statement

I certify the following:

1. I am at least 18 years old.
2. I have authority to make the representations in the undersigned applicant's ("Applicant's") Subgrant Application form and all accompanying documents, whether submitted simultaneously or in a supplemental manner (collectively the "Subgrant Application"), on behalf of the Applicant and to submit the Subgrant Application to the Missouri Department of Economic Development ("DED") on behalf of the Applicant. The Subgrant Application includes this Certification Statement.
3. Applicant understands that the Subgrant Application and the information contained in it are material representations of fact upon which DED will rely in determining whether Applicant is eligible for a Subgrant under the Broadband Equity, Access, and Deployment ("BEAD") Program. If it is later determined by DED that Applicant knowingly provided inaccurate information or knowingly omitted material information in its Subgrant Application, in addition to other remedies available, DED may deny the Subgrant Application or may terminate a Subgrant awarded based on the Subgrant Application for cause or default.
4. Applicant understands that the Subgrant Application is incomplete if it does not include all required attachments.
5. Applicant reviewed the Subgrant Application and states, to the best of its knowledge and belief, that the information in the Subgrant Application is accurate and complete as of the date submitted to DED.
6. Applicant agrees that it must provide immediate written notice to DED if at any time Applicant learns that the Subgrant Application when submitted to DED contained inaccurate information, or information has become inaccurate due to changed circumstances.
7. Applicant authorizes DED to verify the information in its Subgrant Application from any source, including, but not limited to, other Missouri state agencies.
8. Applicant understands and agrees that if awarded a BEAD Program Subgrant, Applicant will be required to enter into a Subgrant Agreement with DED through which it will agree to comply with all applicable federal and Missouri laws, the terms and conditions of the State of Missouri's grant agreement(s) with the U.S. Department of Commerce ("DOC"), DOC and National Telecommunications and Information Administration ("NTIA") regulations and guidance, the NTIA-Approved Missouri BEAD Initial Proposal, Volumes I and II, and BEAD Program Guidelines, and other terms and conditions of the Subgrant Agreement.
9. Applicant is capable of carrying out activities funded by a BEAD Program Subgrant in a competent manner in compliance with all applicable federal, Missouri, and local laws.
10. Applicant will comply with all BEAD Program requirements for any Subgrant awarded, including meeting any service milestones, requirements in the DED BEAD Program Guidelines, and other terms and conditions of the Subgrant Agreement.
11. Applicant will use an appropriately skilled and credentialed workforce to complete any project for which it receives a BEAD Program Subgrant.
12. Applicant will permit workers to create worker-led health and safety committees and its management will meet with those committees upon reasonable request.
13. Applicant understands that the Subgrant Agreement with DED will not be fully executed until an irrevocable standby letter of credit or performance bond for no less than 10% of the awarded Subgrant funds is submitted to DED (see [BEAD Letter of Credit Waiver](#)).
14. Applicant understands that funds will be disbursed by DED as a fixed amount subaward, with funding distributed to Applicant as the project reaches defined milestones, as specified in the Subgrant Agreement. Applicant further understands that funds will be disbursed on a reimbursable basis (i.e., a milestone must be completed

before the payment associated with that milestone can be made) (see [NTIA policy notice titled "Tailoring the Application of the Uniform Guidance to the BEAD Program"](#)).

15. Applicant understands that reimbursement will be for periods of no more than six (6) months.

#### **Anti-Collusion and Prohibited Communication**

16. Applicant will not communicate any information relating to BEAD Subgrant applications or application strategies, directly or indirectly, with any other BEAD Subgrant applicants.
17. Applicant will not engage in any communication with the general public or with any city, county, or other local government entity that provides information relating to BEAD subgrant applications or application strategies, including the geographic areas covered by its application, directly or indirectly, except for the purpose of communicating with a city, county, or other local government entity to obtain local support for a proposed BEAD project, including but not limited to securing financial support for a proposed BEAD project, when the government entity has oversight over the location(s) to be served (as described in Initial Proposal Vol. 2, pp. 47-48, 58-59).
18. Applicant will not coordinate its application strategy with any other BEAD Subgrant applicant, or otherwise collude with any other applicant or potential applicant, in formulating its application strategy or completing any BEAD Subgrant application.
19. Applicant understands that communications relating to its BEAD Subgrant applications and strategies are permissible with third-party professional advisors, including attorneys, consultants, financial advisors, and lenders, provided that Applicant takes whatever measures are necessary to ensure such communications remain confidential.
20. Applicant understands that communicating the mere fact that it has made a BEAD Subgrant application is not prohibited communication.
21. Applicant understands that routine business communications are not prohibited if those communications do not convey BEAD Subgrant application information or application strategies. Absent express statements relating to BEAD Subgrant applications or application strategies, communications made during the ordinary course of Applicant's operations regarding legitimate, non-BEAD-related business topics are not prohibited.
22. Applicant understands that it has an affirmative obligation to report any violations of these restrictions to DED in writing immediately, and in any case no later than five business days after the violation occurs.
23. Applicant understands that, in addition to the consequences set forth in section 3 of this Subgrant Application Certification Statement, there may be state or federal criminal, civil, or administrative penalties for making false statements within the above attestations (§§ 16-23) or engaging in collusion or other prohibited communication, including but not limited to penalties under the Sherman Act and other state and federal antitrust laws.

#### **Conclusion**

Applicant understands that, in addition to the consequences set forth in section 3 of this Subgrant Application Certification Statement, there may be state or federal criminal, civil, or administrative penalties for false statements in the Subgrant Application.

---

Signature of Authorized Representative of Applicant

---

Print Title of Authorized Representative of Applicant

---

Print Name of Authorized Representative of Applicant

---

Print Applicant's Legal Name