



Stop-Gap Solutions Program

SCOPE OF WORK

for Broadband Line Extension Projects

Funded by the American Rescue Plan Act

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Scope of Work for Stop-Gap Solutions Program Broadband Line extension Projects

Section 1. Purpose and Background

The N.C. Department of Information Technology's Broadband Infrastructure Office ("NCDIT" or "the office") is hereby requesting responses from prequalified broadband providers ("vendors" or "respondents") to build broadband infrastructure that can provide broadband service to unserved and underserved locations within counties across the state. The deployment of high-speed internet infrastructure leading to increased connectivity for homes, businesses, and community anchor institutions will increase efficiency and productivity and create additional opportunities for telemedicine, distance education, teleworking, and more. The availability of high-speed internet is vital to the state's economic development and is a significant priority in North Carolina's long-range plans.

The first two broadband infrastructure programs launched under NCDIT's programs funded with American Rescue Plan Act (ARPA) funds included the Growing Rural Economies with Access to Technology (GREAT) grant and the Completing Access to Broadband (CAB) program. The GREAT grant and CAB program fund larger projects to eligible locations across the state, with a focus on households and businesses. The Stop-Gap Solutions program will fund broadband line extensions deployment projects to reach individual or small pockets of households or businesses that have not been reached through the GREAT grant or CAB program. The Stop-Gap Solutions program relies on the concept of leveraging and extending nearby infrastructure to make service available. Broadband providers may also apply to make service available to community anchor institutions unserved or underserved with broadband, either as standalone projects or as part of a larger proposed project, or to provide connectivity to state facilities.

[Session Law 2021-180](#) appropriated \$86 million of ARPA funds for the Stop-Gap Solutions program. As stated in session law, the Stop-Gap Solutions program provides funding for the provision and installation of infrastructure, as that term is defined in G.S. 143B-1373(a), that will expand the provision of broadband service to unserved and underserved households, businesses, community anchor institutions and state facilities in North Carolina. To achieve this goal, the state's Stop-Gap Solutions program funding is being made available for broadband line extension projects by prequalified internet service providers. If funding remains in the Stop-Gap Solutions program after exhaustion of these uses, the office may identify additional eligible uses of funding under the Stop-Gap Solutions program.

Section 38.15 of Session Law 2025-89 states the following: Except as otherwise provided and after the intent of the original appropriation has been satisfied to the extent practicable, NCDIT shall have the flexibility to transfer funding between the programs outlined in Section 38.4, Section 38.5, Section 38.6 and Sections 38.10 (b) through (k) of this act. (GREAT grant (federally funded), Stop-Gap Solutions, CAB and Broadband Pole Replacement programs). Because this legislation allows NCDIT to utilize ARPA funding remaining from the other broadband infrastructure programs, funds in addition to the original appropriation could be utilized for Stop-Gap Solutions program awards. Similarly, if strong demand for the program is not identified, Stop-Gap Solutions program funds could be utilized to support one of the other existing ARPA-funded broadband infrastructure programs.

This Scope of Work ("SOW") is part of North Carolina's Stop-Gap Solutions program, which is established by Section 38.5 of [Session Law 2021-180](#), as amended by Section 10.1 of [Session](#)

[Law 2021-189](#); Section 16.1 (b) of [Session Law 2022-6](#); and Section 38.8(a) of [Session Law 2023-134](#). NCDIT issued a statewide IT Convenience Contract to identify broadband providers that have the financial, operational, and technical capacity to deploy broadband infrastructure for the provision of internet service. Access the Broadband Expansion and Access Request for Proposals that resulted in the convenience contract at ncbroadband.gov/documents/broadband-expansion-access-rfp/download?attachment. Only broadband providers that are prequalified as part of the convenience contract may respond to this SOW. A list of eligible providers is located at ncbroadband.gov/stop-gap. Information collected through the convenience contract process will also be used as part of the evaluation for this SOW.

Section 2. Project Requirements

All proposals must meet the following minimum requirements. Failure to meet any of these requirements will result in disqualification from consideration.

- 1. The respondent must be prequalified pursuant to statewide convenience contract in response to the RFP #41-500280.**
2. The project must deploy necessary infrastructure that will result in broadband service being made available to agreed-upon eligible locations at the speeds required by the program. Broadband access is considered available if the broadband provider can provide broadband service to a location immediately or within 10 business days upon request and without cost to the customer other than standard connection fees.
- 3. The project must be designed to reliably meet or exceed speeds of 100 Megabits per second (Mbps) download and 100 Mbps upload upon completion.**
4. Projects milestones include the following general phases: project design, engineering, permitting, purchase of materials and construction. Expenses will be paid out on a reimbursement basis based on progress against the milestones.
5. All NCDIT funds must be expended by Dec. 31, 2026. It is anticipated that proposed projects will be locations in close proximity to existing infrastructure from the proposing provider, or where construction by the applicant may be already occurring nearby, so that these locations can be reached within the required timeline.
6. The broadband provider must provide broadband service to the agreed-upon locations at the minimum speed identified in its response for a period of three years after the completion of construction.
- 7. Each respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Respondents must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT.**
8. Each respondent must submit required documentation with its proposal according to the specifications set out below.
9. Respondents must submit an individual response (Response Form B and associated documents) for each county in which they are proposing to serve eligible broadband serviceable locations.

Section 3. Project Cost and Provider Match

Projects must be submitted on an individual county basis. Applicants may submit more than one project per county if desired.

Based on the enabling legislation, no more than 5% of the funds for the Stop-Gap Solutions program may be granted for broadband projects located in any single county. Based on the \$86 million initially allocated to the program, the maximum contribution from NCDIT for all projects awarded in any single county is \$4.3 million. **Therefore, individual projects proposed under this SOW should not exceed \$4.3 million in grant funding requested.**

Matching funds from the broadband provider are not a requirement for Stop-Gap Solutions program projects, but the provision of matching funds is considered a strength within the evaluation criteria for this SOW. Applications that include matching funds from the broadband provider applicant may receive priority over other competing applications within that county. Broadband provider applicants should reflect any proposed matching funds in the Project Budget Template and in the appropriate sections of Response Form B.

NCDIT may award multiple projects within a county if funding is available. If funds are insufficient at the time of award, NCDIT may adjust the scope of the project to meet the level of available funding.

Section 4. Stop-Gap Broadband Line Extension Project Areas and Eligible Locations

NCDIT has published the eligible unserved and underserved Broadband Serviceable Locations (BSLs) across the state in the NC OneMap's online interactive map [Stop-Gap Solutions Eligible Locations Map](#).

These BSLs are derived from Version 7 of the fabric for the Federal Communications Commission's (FCC) Broadband Data Collection. Unserved broadband serviceable locations are those without availability to 25Mbps download and 3Mbps upload fixed internet service through fiber, cable, or qualifying licensed fixed wireless service. Underserved broadband serviceable locations are those without availability to 100 Mbps download and 20 Mbps upload through fiber, cable, or qualifying licensed fixed wireless service. These locations have been identified utilizing the FCC's Broadband Data Collection availability data released in December 2025.

When submitting proposed project areas, respondents may propose to serve any eligible unserved and/or underserved locations in the county. Project locations must be submitted as a CSV file listing the BSL location IDs within the proposed project. Projects must be located within or on county boundaries and cannot go outside the county. Within the county, project areas do not need to be contiguous, and non-contiguous locations may be submitted either as part of a larger project or grouped into separate, smaller projects.

Respondents are permitted to submit more than one proposed project, not to exceed the maximum described in Section 3, with the following requirements:

1. Multiple projects submitted by a single respondent must be mutually exclusive (non-overlapping locations with one another).
2. Respondents must be prepared to implement all submitted project proposals within the county concurrently, as any combination of projects may get accepted for the same contracted buildout period.

If projects proposed separately by multiple respondents contain some geographic overlap but are determined by the evaluation team to hold sufficient merit to be awarded contracts concurrently, NCDIT may reach out to the respective respondents to discuss the viability of

revising proposals to resolve the overlapping locations in such a way that funding will only be applied to one location (BSL).

Respondents submitting proposals must provide mapping files with the proposal to identify proposed project locations. Mapping files must meet the following requirements:

1. Projects must be defined using Version 7 of the fabric for the FCC's BSL data to identify the specific locations proposed by the internet service provider.
2. The respondent must use the template provided to submit a comma delimited CSV file containing the location IDs corresponding to the unserved and underserved locations to be served through the proposed project. The template is labeled StopGap_ProposedProjectLocations.
3. The CSV file of the proposed project locations must be named using the following naming convention: StopGap_ProposedLocations_XCounty_YYMMDD.
4. A PDF file showing a county level project map.
5. The CSV and PDF files must be uploaded to the EBS system along with the other required documentation.

Section 5. Prioritization of Locations

The broadband line extension projects allow NCDIT to provide funding for capital costs to incentivize broadband providers to build to individual or small pockets of households or businesses that are unserved or underserved with broadband, and to specific community anchor institutions or state facilities that are unserved or underserved with broadband.

Broadband line extension projects funded by the Stop-Gap Solutions program are awarded to prequalified broadband providers. The program encourages coordination between the state, local governments, non-profits and broadband providers to identify solutions for serving unserved and underserved locations across the state. Local governments and nonprofits that wish to express their priority for service requests for particular project areas, individual community anchor institutions or state facilities may provide a letter of support for these areas by sending a letter to stopgap@nc.gov. Any letters of support will be considered with proposals received for those locations. Letters should provide specific information about locations or project areas for which service is being sought.

Section 6. Project Budget and Eligible Expenditures

All proposals must provide a total project budget and an average cost per location. At a minimum, the total project budget should include the following cost components:

- Easements (one-time fees)
- Materials (fiber, equipment, etc.)
- Constructions/Installation
- Testing
- Engineering
- Lease/Collocation Fees (one-time fees)

The respondent agrees that any cost overruns to the contracted project are to be borne solely by the respondent, regardless of the statutory maximum. Additional locations cannot be added

to the contracted project. Further, the state shall not be obligated for funds committed for project costs in excess of those sums appropriated by the N.C. General Assembly.

The respondent also agrees and understands that funding will be administered by NCDIT and provided to the respondent on a reimbursement basis upon receipt of valid invoices for eligible expenditures.

Eligible expenditures shall only include expenditures directly related to the construction of broadband infrastructure, including installation, acquiring or updating easements, backhaul infrastructure, testing, engineering, and any other costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment. Overhead or administrative costs are not eligible.

In addition, the following expenditures are not eligible for Stop-Gap Solutions program award funding and should not be submitted to NCDIT for reimbursement or credited towards the match requirement: middle mile, backhaul, and other similar projects not directed at broadband service for end users; lease payments; and expenditures related to areas where the respondent has been designated to receive funds through other state or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with 18 months or for the duration of the federal funding program for that area, or if the respondent is otherwise in good standing with the funding agency's regulations governing the funding program.

Eligible expenditures for materials incurred since March 3, 2021, may be reimbursed, subject to the respondent's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

The internet service provider will ensure that any funds received for this project are utilized for their intended purpose.

Section 7. Reporting and Monitoring

NCDIT will monitor this project to ensure that adequate progress is being made toward achieving the project milestones and that funds are expended appropriately. Monitoring may include, at NCDIT's discretion, progress reports, site visits, financial reviews, and audits. The frequency and type of monitoring will depend on the internet service provider's risk level as determined by risk assessments conducted by NCDIT. NCDIT may assess risk at any time, including prior to award, and may use documentation provided as part of the response to the Broadband Expansion and Access RFP.

The awarded respondent will: cooperate fully and in a timely fashion with NCDIT's risk assessments and monitoring; provide all information required by NCDIT in progress reports; maintain reports and accounting records specific to this project, make available all reports and records for inspection; and generate any reports regarding the project as requested by NCDIT.

Failure to make adequate progress towards completion of this project, which may be demonstrated by failure to submit progress reports or meet required milestones, may constitute a material breach of obligations and result in termination and retrieval of funds expended.

More specific terms related to record-keeping, reporting, and monitoring may be found in the Convenience Contract and in Attachment A: Special Terms and Conditions.

Section 8. Evaluation of Responses

Evaluation Methodology

An evaluation committee will review and evaluate submitted proposals. The committee will conduct its evaluation of proposals using a best-value methodology. A best-value procurement is the “selection of a contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor.” N.C.G.S. § 143-135.9. Award decisions will be based on multiple factors such as past performance; the evaluated technical merit of the proposal; total cost; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. In line with priorities under the federal funding rules, investments in fiber receive priority for any Stop-Gap Solutions program projects. N.C.G.S. § 143-135.9; 09 NCAC 06b .0302(f). The award will be made to the respondent whose proposal is determined to be the most advantageous and best value to the state, using all evaluation criteria set forth herein.

Individual projects are submitted and evaluated at the county level, competing against other proposals for the same county. A priority for the program is geographic distribution of locations across the state to strive for as many counties as possible to benefit from the program. In the event that funding is insufficient to award to all counties with proposals, NCDIT may prioritize funding for counties with the highest number of unserved and underserved locations based on the Stop-Gap Solutions Eligible Locations map.

Evaluation Criteria

Please submit a proposal that addresses the specifications listed below. The committee will evaluate responses based on their substantial conformity with these specifications, which are listed in order of importance. The committee will compare responses by identifying strengths and weaknesses measured against these criteria, and it will identify the offer that best addresses the stated priorities and balances price and quality.

Some of the information requested below should have been included in your response to the Request for Proposal certified in August 2023. Please provide the information, even if it is identical to your RFP submission, in either the Stop-Gap Solutions Response Form A or B according to the instructions below. In addition, provide any updated information and information specific to this proposed project that should be considered by the evaluation committee. See Section 9 for instructions on submitting the required information.

- I. Ability of the Respondent to Perform
 - A. Financial Qualifications. Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made on a reimbursement basis, respondents must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT. The following information is required in response to this SOW and will be evaluated along with the financial information provided in your response to the RFP.

1. Updated Financial Solvency Information: Describe any significant changes in your financial position since your RFP response submission. If you are not a publicly traded company, provide:
 - a. A Statement of Financial Position (Balance Sheet);
 - b. An Income Statement (Profit & Loss Statement);
 - c. Your most recent fiscal year-end financial statements; and
 - d. Interim quarterly financial statements since the date of the most recent fiscal year-end financial statement.

NOTE: If this information has been provided to the office in calendar year 2025 as part of a CAB program submission or as part of pre-qualification for the BEAD program, and your company has not experienced a significant change in financial status, please note this in your response and financial statements are not required to be resubmitted.

2. Cash Match Attestation (if applicable): Provide an attestation that respondent has sufficient cash match to cover the proposed matching funds and state whether the cash match will be from a loan or existing funds. The awarded respondent will be required to deposit the full amount of the match in a separate account within 75 days of being notified of an award and provide NCDIT with a copy of a bank statement for that account, or otherwise comply with Terms and Condition No. 9 set out in Attachment A.
 3. Updated Information on Deployment Grants: Provide a list of all broadband deployment projects funded by grants in North Carolina or geographically adjacent states that have been awarded since Aug. 1, 2023. Include the award date, award amount, expected end date of the project, granting agency, and location of the project; also include the outstanding financial/matching fund obligations due from the respondent for project completion. You do not need to include grants awarded by NCDIT.
- B. Past performance. State how many federal and state broadband grant projects you have been awarded and whether you have failed to complete any projects in the required timeline. Include information regarding any instances where you received notification from the grantor that you had failed to meet project milestones or timelines or submit required progress reports.
- C. Experience.
1. Describe your experience building, managing, and maintaining projects of similar size and scope.
 2. Describe your experience providing customer service and support to end users of your high-speed internet offerings.
- D. Describe the company's operational systems identified in 1-4 below. Provide any updates since your RFP submission and information specific to this project.
1. Participation in FCC's Broadband Data Collection system;
 2. Commitment to protection of subscriber data;
 3. Subscriber support for network access issues including, lack of service, underperforming service, or issues with equipment; and
 4. Billing and customer service.

II. Technical Merits of the Project

- A. Describe the technical approach for this project, including infrastructure, technology type, equipment, and last-mile solutions. Include a broad description

of network planning for any central office, head-ends, middle mile fiber, colocations, and remote terminals, to demonstrate that the respondent has sufficient network planning in place to provide the needed service. Based on U.S. Department of the Treasury guidance, fiber projects receive prioritization over other technology types.

- B. Provide a description of network and equipment redundancy and resiliency that will be built into the network.
- C. Please describe proposed speed tiers to be offered to end users. For all locations, the proposed project must be designed to meet or exceed speeds of 100 Mbps symmetrical upon completion.
- D. To consider whether the broadband service options offered will be affordable within the proposed service areas, please provide examples of current pricing information for different speed tiers offered in nearby or similar areas. The FCC's urban rate survey U.S. Benchmark Rate will be used as a baseline for analyzing affordability of these plans.

III. Cost and Scope of the Project

- A. Identify any matching funds being contributed by the broadband provider applicant for this project. Matching funds are not required for this program. However, matching funds will be considered a strength within the evaluation criteria, with the more match being considered the stronger proposal.
- B. Describe the proximity of the project area or proposed locations to existing infrastructure owned or leased by the applicant and provide an explanation of how the proposed deployment will be able to reach these locations in the timeline provided under this program.
- C. Identify the total number of locations proposed to be served, including how many locations are households, businesses, community anchor institutions or state facilities.
- D. NCDIT may consider letters of support from local governments or non-profits that express priority for service requests for particular project areas, individual community anchor institutions or state facilities.
- E. Submit a project budget as described in Section 6 above that identifies the total project cost and average cost per location.

Other Evaluation Processes

The evaluation committee reserves the right to take any of the following actions: cancel this SOW if funds are not available; cancel this SOW if legislative requirements have changed; cancel this SOW if needs have changed; disqualify any responses to this SOW for nonconformance to the terms described herein; negotiate with specific respondents to achieve the best value; if negotiations are conducted, establish a timeline for the submission of a best and final offer; and extend the time to respond to this SOW. Furthermore, the evaluation committee may reject any response in whole or in part for the following reasons:

- Response is deemed unsatisfactory in terms of quantity, quality, delivery date, price, or service.
- Response does not comply with conditions of the SOW or with the intent of the proposed contract.
- Lack of competitiveness.

- Errors in specifications or indications that a revision of the SOW would be advantageous.
- Cancellation or changes in circumstances eliminate the need for the SOW.
- Limited or lack of funding available.
- Circumstances prevent the determination of the lowest responsible or most advantageous response.
- Any other basis that rejection would be in the best interest of the state.

If no acceptable responses are received but the state determines that a new SOW is not in its best interest, negotiations may be conducted in writing with all sources that can meet the requirements.

If sufficient funds are available, multiple projects in the county may be awarded based on this SOW.

NCDIT may, but is not required to, reach out to respondents to inquire about clerical errors and seek clarifications pursuant to 09 NCAC 06B .0307.

Section 9. Submission Requirements and Instructions

The deadline for submission of all application materials is **Jan. 26, 2026, at 11:59 p.m.** Late responses will not be considered.

Projects submitted in response to this SOW must be submitted through the Enterprise Business Services (EBS) system, as instructed below. Instructions for gaining access and utilizing the EBS are available at ncbroadband.gov/stop-gap. If you do not currently have access to these systems, please note that the process to receive credentials may take several weeks.

Therefore, to submit a timely proposal, you must begin the process of seeking access to the EBS well in advance of the deadline noted above.

A signature page is located at the end of the SOW, after the terms and conditions set out in Attachment A and project milestones in Attachment B. This full SOW, including the executed signature page, should be saved in an Adobe PDF format and uploaded as a standalone document. **Do NOT submit only the signature page.** A signature by an authorized representative of your company indicates agreement with the requirements and specifications of this SOW, the terms and conditions, as well as the following statements:

1. The information submitted in response to this SOW is true and accurate.
2. The information submitted in response to the Broadband Expansion and Access RFP and to this SOW will be relied upon in consideration of this proposal.
3. If selected for a contract pursuant to this SOW, any commitment made in this proposal is a binding term of the contract.

Each Respondent must complete Stop-Gap Solutions Project Response Forms A and B. The Stop-Gap Solutions Response Form A asks for general company information; it will only need to be uploaded once and will apply to any proposal submitted with this round of the Stop-Gap Solutions program. The Stop-Gap Solutions Project Response Form B asks for information specific to this county proposal, and each proposal will require a distinct Form B. Additional information not covered in these forms must be uploaded separately as described below.

All documents and information listed below must be included in the proposal submitted in the NCBIO Data Exchange or the EBS portal as instructed. Failure to submit any item in this list may result in disqualification from consideration. This list is an outline; please refer to the relevant sections of this SOW for more complete descriptions of the required information.

These documents below are to be uploaded into the NCBIO Data Exchange. These are one-time documents that will not need to be uploaded for each project:

1. Stop Gap Solutions Response Form A (Company Information). This should be saved in an Adobe PDF format.
2. Byrd Anti-lobbying Certification.
3. No Overdue Tax Debts Certification.
4. Updated Financial Information (if applicable).

These documents are to be uploaded into the EBS and assigned to the relevant county. These documents should provide information specific the proposed project:

1. Executed Scope of Work. This full SOW, including the executed signature page, should be saved in an Adobe PDF format and uploaded as a standalone document. **Do NOT submit only the signature page.**
2. Stop Gap Solutions Project Response Form B (Project Information). This should be saved in an Adobe PDF format and uploaded to EBS as a standalone document.
3. Mapping Documents: Stop-Gap Solutions Proposed Project Locations (CSV File) and .PDF File showing a county-level project map.
4. Stop Gap Solutions Project Budget Template.
5. Key Personnel Form.

Application materials may be found at ncbroadband.gov/stop-gap.

Upon issuance of this SOW, employees and representatives of NCDIT will not discuss the contents of this SOW with any prequalified respondent or its representatives. Failure of a Respondent and any of its representatives to observe this restriction may result in disqualification of any related response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

All terms and conditions from the Broadband Expansion and Access Request for Proposal (RFP # 41-500280 and Requisition # WS687900762) and the convenience contract resulting therefrom are incorporated herein and apply to this Scope of Work (together, the “agreement”). All information submitted to NCDIT pursuant to that RFP and in response to this SOW is part of the respondent’s offer and will be relied upon in consideration of this proposal.

If the respondent is selected for a contract pursuant to this SOW, any commitment made by the respondent in its response hereto is incorporated herein and is a binding term of the contract.

In addition to the terms and conditions set out in the Broadband Expansion and Access RFP, the following terms and conditions apply to any project awarded pursuant to this Scope of Work.

Monitoring and Reporting

1. **Project Monitoring.** NCDIT will monitor this project either directly or through contractors. NCDIT will monitor to ensure that adequate progress is being made towards achieving the project milestones set out in Attachment B herein and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the project budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions herein and in the Convenience Contract. Monitoring may include, at NCDIT’s discretion, progress reports, site visits, financial reviews, and audits. The frequency and type of monitoring will depend on respondent’s risk level as determined by the risk assessment. NCDIT will provide all progress reports, financial reports, audits, technical reports, and reports from site visits to a county government upon request, including supporting documentation.
2. **Risk Assessments.** NCDIT may conduct risk assessments to determine the appropriate monitoring needs of the project. NCDIT may assess this risk at any time, including prior to award, and may use documentation provided as part of respondent’s response to the SOW and to the Broadband Expansion and Access RFP or through information provided as part of the Completing Access to Broadband or Broadband Equity, Access and Deployment programs. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT may determine, at its sole discretion, whether a project is low risk, medium risk, or high risk and implement or change monitoring and reporting requirements accordingly.
3. **Cooperation in Monitoring.** Respondent will cooperate fully and in a timely fashion with NCDIT’s monitoring of the project and waives any objection to NCDIT’s determination of the project’s risk level or monitoring needs.
4. **Reporting Compliance.** Respondent will (1) provide the information required by NCDIT in all progress reports; (2) maintain reports and accounting records specific to this project and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) generate reports regarding the project as may be requested by NCDIT, including a final report after project completion.

5. **Failure to Report.** Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT is in receipt of the delinquent report and the report meets with NCDIT's approval, in NCDIT's sole discretion. Failure to submit required reports, upon request by NCDIT, may result in the project being subject to repayment provisions and may negatively impact respondent's eligibility for future funding.
6. **Failure to Make Progress.** Failure to make adequate progress towards completion of this project, which may be demonstrated by (among other things) failure to submit progress reports or meet required milestones, may, within NCDIT's discretion, constitute a material breach of respondent's obligations and result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding. If NCDIT determines respondent is not maintaining adequate progress towards project milestones or is not engaging in the appropriate expenditure of funds, NCDIT may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring the respondent to obtain technical or management assistance; and establishing prior approvals.
7. **Final Report.** Within 30 days after the completion of construction, respondent shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the project. The final report shall include a review of performance and activities over the entire project period. In the final report, respondent shall include the following:
 - a. A description of the project and how it was implemented;
 - b. To what degree the established objectives were met;
 - c. The difficulties encountered;
 - d. The number of locations served and whether those locations are households or businesses;
 - e. Mapping data sufficient to identify all locations served and infrastructure built;
 - f. Total final cost of the project;
 - g. Cost per location served;
 - h. Speed levels, data allowances, and pricing options for all service levels offered to end consumers;
 - i. If applicable, certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area (see Term and Condition No. 38 below);
 - j. Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the proposal are available throughout the project area to any end user connections; and
 - k. Any other information requested by NCDIT.
8. **Financial Records.** The respondent shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the project in such a manner as to clearly identify and document the expenditure of the funds provided for this project from accounts for other awards, monetary contributions, or other revenue sources. The respondent shall retain all financial records, supporting documents, and all other pertinent records related to this project for five years after project completion, but

in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. **Separate Account.** At all times during the term of this agreement, the respondent is required to deposit and maintain the full amount of its match, minus any authorized expenditures for progress made on the project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other Stop-Gap Solutions program projects awarded to the respondent. The respondent must produce documentation verifying account and fund segregation within five business days of request by NCDIT.
 - a. As an alternative to maintaining the separate account, the respondent shall (1) maintain, for the life of the project under this agreement, a discrete budget that fully funds the state's funding amount identified in the agreement; (2) identify and maintain that discrete budget as a separate capital budget line item in respondent's master capital budget management system for the life of the project; (3) allow NCDIT to inspect the separate capital budget line item in respondent's master capital budget management system within five business days of request by NCDIT; and (4) upon execution of this agreement, furnish a performance bond in an amount equal to 70% of the total project cost, which bond shall be executed by a surety company authorized to do business in North Carolina and countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. A respondent who satisfies these conditions shall be deemed to satisfy the separate account requirement.
10. **Audits.** The respondent shall have a financial audit performed at least annually by an independent Certified Public Accountant. The respondent shall provide notice of the completion of such audits and will provide access to audits and other financial information related to this agreement upon request. The respondent certifies that it will provide NCDIT with notice of any adverse findings which impact this agreement. This obligation extends for one year beyond the expiration or termination of this agreement. The costs of audits shall not be allowable charges under this agreement.

Project Changes

11. **Material Changes.** A material change is any material alteration in, change to, or reduction of the project, including without limitation, a change in technology type, reduction in the number of locations to be served, reduction in the project area, change in total project cost by 10% or more, or the extension of time for construction. An amendment is required for a material change. Accordingly, prior to implementing a proposed material change, respondent shall submit the proposal to NCDIT for review and approval. Respondent shall not make a material change unless and until (1) the requested material change is expressly approved by NCDIT in writing and (2) an amendment is executed pursuant to the terms of this agreement. Amendments to this agreement requested by either party shall only take effect if and when agreed to in writing by both NCDIT and respondent. If the respondent implements a material change without first obtaining written approval from NCDIT and an amendment, it will be subject to the remedies set forth herein.
12. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the project, including without limitation, change in key personnel, project

milestones, a change in total project cost by less than 10%, or transfer costs between project expense line items detailed in the proposal. For a request to transfer costs between line items, all of following criteria must be met: (a) respondent provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this agreement; (c) the project funding amount, match amounts, and the total project cost are not modified; and (d) the requested revision is less than 10% of the total project cost. There shall be no project changes unless expressly approved by NCDIT. Prior to implementing a proposed project change, the respondent shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed change. Any NCDIT-approved project change shall be made in writing by an authorized representative of NCDIT. NCDIT, in its sole discretion, may deny the requested project change, in which case the following alternatives would apply: (1) the project may be completed without changes; (2) the Stop-Gap Solutions program funding may be rescinded by NCDIT if the project cannot be completed; or (3) the respondent may withdraw from the project and return any project funds received to date, among other remedies as described herein. If the respondent implements any project change without first obtaining written approval from NCDIT, it may be subject to the remedies set forth herein, unless NCDIT (in its sole discretion) expressly waives this requirement of project change review in writing.

13. Changes that Affect Performance. The respondent shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this agreement or the project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a material change or a project change.
 - a. Any requests for extensions of time may either be deemed a material change or a project change in the sole discretion of NCDIT. If a project or material change to the budget has been requested, reimbursement requests may be delayed pending the approval of the project or material change.
 - b. If changes to the budget have been made without the prior approval of NCDIT, no reimbursement shall be made until the process for a material change has been completed.
 - c. In the event of a cost overrun or an increase in the total project cost, the amount of Stop-Gap Solutions program funding shall not change. The respondent shall bear sole responsibility for any and all increased costs related to the project. In the event of a change in the total project budget that is 10% or more or a cost underrun, the respondent must notify NCDIT, in writing, and submit a revised budget and narrative explaining the budget change or reduction of costs.
 - d. If the respondent determines that the actual costs of the project are less than the funded amount, it shall report this determination to NCDIT and shall return any surplus funds it has received.

Termination and Remedies

14. Termination by NCDIT for Default or Breach. If respondent fails to fulfill in a timely and proper manner its obligations required under this agreement or violates or fails to comply with any of the covenants or stipulations under this agreement or any applicable laws, rules, and regulations, and such default or breach is not cured within 30 calendar days of the receipt of written notice of such default or breach, then NCDIT shall have the right to

terminate the agreement on any future date after giving respondent written notice of termination at least 10 calendar days. Any termination notice shall specify the termination date of the agreement and the agreement shall terminate automatically upon that date. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; and (2) the respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.

15. Immediate Termination by NCDIT. NCDIT may terminate this agreement immediately upon discovery of respondent's commission of fraud.
16. Termination by Mutual Consent. This agreement may be terminated at any time upon the mutual consent of NCDIT and the respondent.
17. Termination due to the Unavailability of Funds. If federal funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, NCDIT shall have the right to terminate this agreement after giving respondent written notice of termination at least 20 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this agreement. Upon notice, respondent shall not expend any Stop-Gap Solutions program funds without NCDIT's express written authorization. Upon termination of this agreement, the state shall have no responsibility to make additional payments to respondent.
18. Termination Procedures. All notices of termination of this agreement shall be given in accordance with the notice provisions of this SOW. If this agreement is terminated, the respondent may not incur new obligations for the terminated portion of this agreement after it has received the notification of termination. The respondent shall cancel as many outstanding obligations as possible. Costs incurred by the respondent after receipt of the termination notice will be disallowed. The respondent shall not be relieved of liability to NCDIT because of any breach of this agreement by the respondent. NCDIT may, to the extent authorized by law, withhold payments to the respondent for the purpose of set-off until the exact amount of damages due NCDIT from the respondent is determined. Termination of duties of performance does not terminate the respondent duties with respect to closeout reporting, record retention, access to records, and compliance with government audits.
19. Reduction in Scope. If the respondent desires to reduce the scope of the project, including without limitation, a reduction of the number of locations to be served, it is required to comply with the procedures and requirements for a material change. The respondent acknowledges and agrees that if NCDIT, through a written amendment to this agreement, permits the respondent to reduce the scope of the project, NCDIT may reduce the amount of the Stop-Gap Solutions program funding by the corresponding reduction in locations. Upon receiving request to reduce the scope of the project, NCDIT may, in its sole discretion, terminate this agreement. If the respondent reduces the scope of the project without first obtaining approval from NCDIT and entering into an amendment, NCDIT may terminate this agreement. Upon termination for a reduction in scope, NCDIT may seek all remedies available to it by law and set forth in this agreement. The respondent further agrees that it may be responsible for the following repayment or "clawback" payments:

- a. If the respondent fails to make service available to the number of locations identified in its proposal or fails to maintain service to those locations for the period of time required, NCDIT shall reduce its Stop-Gap Solutions program funding by the product of the amount of the total project cost funded by NCDIT divided by the number of locations and the number of locations not served. If such payments have already been made to the respondent, the respondent shall repay to NCDIT an amount equal to the product of the amount of the total project cost funded by NCDIT divided by the number of locations and the number of locations not served. This remedy is not exclusive to any other remedy available to NCDIT, including termination and clawback or payment of additional amounts.
 - b. NCDIT shall notify the respondent in writing of the amount to be repaid and direct respondent to repay such amount directly to NCDIT. All such amounts shall be due immediately upon demand by NCDIT. If not paid within 30 days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S. §24-1 for the period beginning upon the demand until paid. Upon default in such payment, NCDIT may employ an attorney to enforce its rights and remedies, and respondent hereby agrees to pay the legal costs and reasonable attorneys' fees of NCDIT plus all other reasonable expenses incurred by NCDIT in exercising any of its rights and remedies upon such default.
20. **Improper or Ineligible Payments.** Any item of expenditure by respondent under the terms of this agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the U.S. Department of the Treasury, the N.C. Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of respondent, shall become respondent's liability, and shall be paid solely by respondent, immediately upon notification of such, from funds other than those provided by NCDIT under this agreement. This provision shall survive the expiration or termination of this agreement.
21. **Termination and Remedies Acknowledgement.** The respondent acknowledges and agrees that the rights and remedies of NCDIT as set forth herein and elsewhere in this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

General Provisions

22. **Implementing Laws, Rules, and Regulations.** This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the Stop-Gap Solutions program, including, but not limited to, the following:
 - a. The Stop-Gap Solutions program established by Section 38.5 of [Session Law 2021-180](#), and as amended by Section 10.1 of [Session Law 2021-189](#); Section 16.1 (b) of [Session Law 2022-6](#); and Section 38.8(a) of [Session Law 2023-134](#) and all applicable laws, rules and regulations of the state of North Carolina.
 - b. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.
 - c. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds

Interim Final Rule (86 FR 26786, applicable May 17, 2021, through March 31, 2022) and final rule (87 FR 4338, applicable Jan. 27, 2022, through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

- d. Provisions of the Supplementary Broadband Guidance relevant to contractors, found at [SLFRF and CPF Supplementary Broadband Guidance \(treasury.gov\)](https://www.treasury.gov/press-releases/Pages/pr20210517).
 - e. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury regarding the administration of ARPA and SLFRF funds.
23. Conflicts of Interest. The respondent certifies to NCDIT that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of NCDIT or the county involved in the selection, award, or administration of this agreement (each a "covered individual"); no member of a covered individual's immediate family; no partner of a covered individual; and no organization (including the respondent) which employs or is about to employ a covered individual; has a financial or other interest in, or has received a tangible personal benefit from, respondent. Should the respondent obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. The respondent further certifies to NCDIT that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of NCDIT or the county. Should respondent obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. The respondent understands that (1) NCDIT will use ARPA funds to pay for the cost of this contract and (2) the expenditure of ARPA funds is governed by the Conflict of Interest Policy of NCDIT, the federal requirements, and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234 through 234.3). The respondent must disclose in writing to NCDIT any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
24. Conflict of Interest Policy. Every respondent shall file with NCDIT a copy of the respondent's policy addressing conflicts of interest that may arise involving the respondent's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the respondent's employees or members of its board or other governing body, from the disbursing of state funds to the respondent, and shall include actions to be taken by the respondent or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before NCDIT may disburse funds. The respondent's failure to follow its policy may result in NCDIT refusing reimbursement requests and termination of the agreement.
25. Licenses, Certifications, Permits, Accreditation. The respondent shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to NCDIT proof of any licensure, certification, permit or accreditation upon request.
26. Use of Name. Neither party to this agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. Each party may use factual information regarding the existence and purpose of the relationship that is the subject of

this agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other. In any such statement, the relationship of the parties shall be accurately and appropriately described.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), NCDIT encourages the respondent to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), NCDIT encourages the respondent to adopt and enforce policies that ban text messaging while driving.
29. Ownership of Network. The respondent shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the project pursuant to this agreement.
30. Indemnification. The respondent hereby agrees to release, indemnify and hold harmless the state (including, without limitation, NCDIT), and their respective members, officers, directors, employees, agents and attorneys (together, the "indemnified parties"), from any claims of third parties arising out of any act or omission of respondent or any third party in connection with the performance of this agreement and for all losses arising from their implementation. Without limiting the foregoing, respondent hereby releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the project identified in this agreement, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether arising out of acts, omissions, or negligence of respondent or of any third party or of any of its agents, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the agreement. Respondent further warrants that it will comply with all relevant and applicable federal requirements and laws, and will release, indemnify and hold harmless the indemnified parties from any claims or losses resulting to the indemnified parties from its noncompliance with such federal requirements or law in the performance of this agreement.
31. Merger, Consolidation, or Sale. The respondent agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of respondent contained in this agreement, subject to the prior written consent of NCDIT if such action constitutes an assignment of respondent's obligations under this agreement. If respondent so merges, consolidates, or sells its assets without prior written consent, it agrees to make

any payment due under this agreement to NCDIT upon request and as directed. Further, a merger, consolidation, or sale without prior written consent shall constitute a material default under this agreement, and NCDIT may terminate this agreement upon written notice and hold respondent liable for any such payment provided for under this agreement.

32. Notice of Cessation, Bankruptcy, Dissolution, or Insolvency. Other than as provided for in this section, if the respondent ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding during the term of this agreement, it shall be cause for termination. The respondent shall give NCDIT immediate notice of the event. Upon such termination, the respondent shall pay the applicable repayment or clawback amount to NCDIT upon request, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.
33. Subcontractor Agreements. Upon request by NCDIT, the respondent shall provide copies of any agreements made by and between the respondent and any subcontractors for the purpose of performing services to fulfill its obligations under this agreement.
34. Sovereign Immunity. Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the state under applicable law.
35. Waiver of Objections to Timeliness of Legal Action. The respondent knowingly waives any objections it has or may have to timeliness of any legal action (including any petition for contested case hearing or civil action) by the state (including, without limitation, NCDIT) to enforce its rights under this agreement. This waiver includes any objections respondent may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
36. Use of EBS Required. The respondent acknowledges and agrees to use and to obtain and maintain account access to use Enterprise Business Services (EBS) in connection with its proposal and performance under this agreement.
37. Notice. All notices required or permitted by this agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed to the respondent to the offeror using the name, physical address, and email address listed on the signature page of this SOW. Notice to NCDIT by email shall be addressed to stopgap@nc.gov with cc to christina.strickland@nc.gov. Notice to NCDIT by mail shall be addressed to the Director of the Broadband Infrastructure Office, N.C. Department of Information Technology, P.O. Box 17209, Raleigh, NC 27619-7209, with cc to Christina Strickland, General Counsel, at the same address.
38. Representations, Warranties, and Certifications. The respondent hereby represents, warrants, and certifies that:
 - a. The respondent's proposed project area is eligible.

- b. The information provided in the respondent's proposal is true and accurate.
 - c. The signatory on the proposal has been fully authorized by the respondent's governing body to file the proposal.
 - d. If awarded a contract, the respondent will properly and timely submit all documentation requested by NCDIT.
 - e. The respondent has substantially complied with and/or will comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to this project.
 - f. The respondent has no citation under the Occupational Safety and Health Act that has become a final order within the past three years for willful serious violations or for failing to abate serious violations.
 - g. The respondent is not in default on any loan or grant previously made by the state of North Carolina.
 - h. No member of management or any principal of the respondent has ever been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety.
 - i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body, that is either pending, or to the knowledge of the respondent, threatened against or affecting the respondent, that could or might adversely affect the project, any of the transactions contemplated by this agreement, the validity or enforceability of this agreement, the abilities of the respondent to discharge their obligations under this agreement, the respondent's finances or operations, or that would reasonably be expected to impact NCDIT's decision to award a contract. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the project, this agreement and this agreement may be terminated by NCDIT.
 - j. The respondent is solvent, is financially capable of performing the project responsibilities, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the respondent was not solvent, was not financially capable of performing its responsibilities under this agreement, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not duly authorized to do business under North Carolina law, the respondent may require repayment from respondent or invoke any other remedies available to NCDIT under this agreement.
 - k. If funded by Congress, the respondent must participate in the Federal Communications Commission's Affordable Connectivity Program ("ACP") or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP, through the lifetime of the ACP.
 - l. Respondent will comply with all regulations regarding minimum height requirements for utility wires or cables.
39. Binding Effect. The terms of this agreement are and shall be binding upon the parties and their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto. The parties must disclose this agreement to any such person or entity described in this section.

ATTACHMENT B: Project Milestones and Reporting

Milestone	Due Date
<ul style="list-style-type: none"> Initial status of the engineering and design of the project Initial list of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment 	Reported in First Progress Report
<ul style="list-style-type: none"> Evidence of the start of construction 	Reported in Third Progress Report
<ul style="list-style-type: none"> Minimum of at least one Reimbursement Request has been submitted 	Submitted within 3 months of Contract Effective Date
<ul style="list-style-type: none"> Access is available to 10% of the locations with submission of addresses in the format designated by the office 	Reported in Sixth Progress Report
<ul style="list-style-type: none"> Completion of the Construction Period Access is available to 100% of the locations with submission of addresses in the format designated by the office 	Reported in End of Construction Period Report
<ul style="list-style-type: none"> Submission of End of Construction Final Report and file of project addresses in the format designated by the Office Submission of Final Payment request 	Within 90 days after Completion of Construction
<ul style="list-style-type: none"> Beginning of Maintenance Period 	Upon Written Notification of the Office
<ul style="list-style-type: none"> Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement 	Reported in Maintenance Y1 Annual Report
<ul style="list-style-type: none"> Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement 	Reported in Maintenance Y2 Annual Report
<ul style="list-style-type: none"> Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement 	Reported in Final Report

Reporting Schedule for Progress Reports

The contractor is required to submit progress reports based on the following schedule:

Reporting Period	Due Date	Report Type
Monthly	15 th of the following month	Monthly Progress Report
End of Construction	15 th of the following month	Final Report Form for End of Construction Period
Year 1 Maintenance	15 th of the following month	Y1 Annual Maintenance Report (Maintenance Period)

Year 2 Maintenance	15 th of the following month	Y2 Annual Maintenance Report (Maintenance Period)
Final Year Maintenance	30 days after contract end date	Final Report

The contractor shall submit at minimum monthly reports during the construction period, and at minimum an annual report during the maintenance period. The contractor may move from to an annual reporting period prior to the date above if the construction period of the project is completed early. The final report is due no later than 30 days after the contract end date. The reporting schedule remains in effect for the duration of the contract.

The contractor shall submit its Conflict-of-Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the contractor may be required to submit additional information as outlined in Attachment A: Special Terms and Conditions of the Scope of Work.

Signature Page	
STATE OF NORTH CAROLINA	SOW No. STOPGAPSOW«COUNTY»01
N.C. DEPT OF INFORMATION TECHNOLOGY DIVISION OF BROADBAND AND DIGITAL OPPORTUNITY	Issue Date: 12/22/2025
Refer <u>ALL</u> inquiries regarding this SOW to: Shanon Gerger at shanon.gerger@nc.gov	Scope of Work Response Due Date: 1/26/2026
	Description: «COUNTY» County Scope of Work for the Stop-Gap Solutions Program

OFFER AND ACCEPTANCE: NCDIT seeks proposals for the project described in this Scope of Work. NCDIT's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this SOW, (3) requirements and specifications, (4) Terms and Conditions in the Broadband Expansion and Access RFP, and (5) the agreed portions of the awarded Vendor's offer.

EXECUTION: In compliance with this Scope of Work, and subject to all the conditions herein, the undersigned offers and agrees to provide the goods and services offered, at the price(s) offered herein, within the time specified herein.

By executing this offer, I certify that this offer is submitted competitively and without collusion.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL-FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 14 days from date of offer.

ACCEPTANCE OF OFFER: If any or all parts of the proposal are accepted, an authorized representative of NCDIT shall affix his or her signature hereto.

FOR STATE USE ONLY <i>Offer accepted and contract awarded this _____ day of _____, 2026, as indicated on attached certification,</i> <i>by _____ (Authorized representative of NCDIT).</i>
