

Fixed Wireless Broadband Expansion Master Agreement

This Fixed Wireless Broadband Expansion Master Agreement (the “Agreement”), is made effective as of **month day**, 2018, by and between _____ (“Vendor” or “Third-Party Contractor”) and Connected Nation, Inc. d.b.a. Connect Ohio Initiatives, LLC (CN or “Sub-Recipient”), collectively referred to as “the Parties.”

WHEREAS, The U.S Department of Transportation (“USDOT”) was authorized to award \$600 million in FY 2015 TIGER Discretionary Grants pursuant to the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235, Dec. 16, 2014), (the “Act”); and

WHEREAS, DOT is referring to the grants under the Act as the “FY 2015 TIGER Discretionary Grants” or “TIGER Discretionary Grants” (2015 TIGER VII); and

WHEREAS, The Ohio Department of Transportation (ODOT) was awarded \$6,839,860 from the FY 2015 TIGER Discretionary Grant; and

WHEREAS, The 2015 TIGER VII grant funds were awarded to improve Ohio’s rural transit systems’ scheduling and dispatching software/hardware and expand broadband into areas of Ohio with insufficient broadband access; and

WHEREAS, CN, through its project partner role with ODOT, was selected to implement and oversee Fixed and Mobile Wireless Broadband Expansion in the 10 target counties.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and Agreements set forth below, the Parties agree as follows:

1. PROGRAM REQUIREMENTS

- 1.1 The project shall consist of the purchase and installation of fixed wireless broadband transmission equipment (Fixed Wireless Equipment) placed in such locations that it can quantifiably and qualitatively ensure the improved geographic coverage of fixed wireless broadband service within the Target Counties, in this case **at the XXXX Site in XXXX County**.
- 1.2 The Fixed Wireless Equipment may be placed on one or more of the potential vertical structures, land, or rooftops “Assets” (e.g., ODOT-owned monopole, municipal-owned water tank, etc.) identified in the July 02, 2018 ITB-CO-ODOT-20180702 (ITB) or an Asset currently owned by the Vendor.
- 1.3 If the Fixed Wireless Equipment will be placed on an Asset owned by an entity other than the Vendor, a site agreement and/or tower lease agreement between the Vendor and the owner of the Asset will be required and incorporated into this Agreement by reference.
- 1.4 Vendor agrees to maintain equipment purchased and installed through the 2015 TIGER VII grant funds in working order throughout the life of the equipment as defined by USDOT.

- 1.5 All projects must be completed by February 28, 2019. Upon Vendor notification that equipment installation is complete, CN will conduct testing phase to validate equipment, as installation produces improved geographic coverage of fixed wireless broadband service as described in ITB response.
- 1.6 Vendors shall abide by all federal requirements pertaining to this project as included in the Federal Terms and Conditions and Certifications and Assurances (signed copy attached).

2. FUNDING AND PAYMENT REQUIREMENTS

- 2.1 Vendor shall be eligible to receive up to \$XXXX in federal funds to purchase and install broadband equipment as identified in their proposal. Funds will be distributed as a reimbursement to actual expenses. Payment verification will be required. Note that equipment must be in compliance with Buy America provisions (see attached).
- 2.2 The 2015 TIGER VII grant Agreement will be between the Vendor and CN. All requests for payment will be submitted to CN with documentation supporting expenditures.
- 2.3 Requests for payment submitted without sufficient supporting documentation may be rejected. All requests for payment should include receipts for purchase of equipment and substantiation of installation labor. All requests for payment shall exclude any fees not directly related to the purchase or installation of fixed wireless broadband equipment.
- 2.4 Requests for payment must be submitted no later than June 28, 2019.
- 2.5 Vendor must have a valid registration in the System for Awards Management (SAM) prior to submitting a request for payment.

3. TERMINATION

- 3.1 Termination procedures shall be followed as described in the General Terms and Conditions.

4. MISCELLANEOUS

- 4.1 **Records Retention:** The Vendor, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of CN, ODOT, and the United State government, its books, documents, and records relating to the Vendor's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least five years after CN's approval of the Vendor's final payment. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 4.2 **Equipment Inventory:** The Vendor shall maintain an inventory of equipment purchased and installed with 2015 TIGER VII grant funds. The Vendor, when requested, shall provide to CN testing results to support the continued effectiveness of the installed equipment.

- 4.3 Site Maintenance: Each location will be free of debris, waste material, and accumulation of stored items.
- 4.4 Entire Agreement: This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.
- 4.5 Acknowledgment of Support: The Vendor shall include in any publication of any material, whether copyrighted or not, based on or developed under this Agreement, the following acknowledgment for USDOT support and disclaimer:

This material is based upon work supported by the USDOT under FTA FU 2015 TIGER Grant No OH-2016-036-00. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT.

- 4.6 The Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile, or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4.7 This Agreement shall be governed by and construed under the laws of the state of Ohio. The Parties agree that venue for any action arising under this Agreement or any individual shall be in Franklin, County, Ohio.

IN WITNESS WHEREOF, CN and Vendor have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Connected Nation, Inc.
 d.b.a. Connect Ohio Initiatives, LLC
 191 W. Professional Park Courte, Ste. B
 Bowling Green, KY 42104

Name
Street Address
City, State, Zip

 (Signature)

 (Signature)

 (Print Name)

 (Print Name)

 (Title)

 (Title)