

Exhibit A
SCOPE OF WORK

1. CAPITAL PROJECTS FUND: Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, established the Capital Projects Fund ("CPF") to allow for investment into the construction and/or rehabilitation of Multi-purpose Community Facilities for the purpose of jointly and directly enabling work, education, and health monitoring. Subrecipients must commit that buildings constructed or rehabilitated through the use of Capital Projects Fund will continue to provide activities that enable work, education and health monitoring activities for a minimum of five (5) years following completion of the project.

2. PROJECT DESCRIPTION: Through the competitive selection process, Indian River State College ("Subrecipient"), application number BA-000773 has been selected to receive CPF funds. The Subrecipient will use its CPF funds (\$4,000,000.00) to construct/rehabilitate a publicly accessible Multi-purpose Community Facility which jointly and directly enables work, education, and health monitoring activities.

3. SUBRECIPIENT RESPONSIBILITIES: The Subrecipient shall timely perform the Deliverables and Tasks described in Exhibit A, Scope of Work, herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. Any advertisements, media coverage or notices regarding this project must contain the following statement: "This project is being supported, in whole or in part, by federal award number CPFFN0205 awarded to the State of Florida by the U.S. Department of the Treasury." Funding from this agreement cannot be used to serve locations already served by another Internet Service Provider.

4. COMMERCE'S RESPONSIBILITIES: Commerce shall receive and review the Project Deliverables and, upon Commerce acceptance of the Deliverables and receipt of Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES/PAYMENTS: Subrecipient will be paid on a percentage completion milestone basis, as certified by an independent engineer. Reimbursement invoices will be submitted at 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion, for eligible activities/expenditures that directly relate to the project as described in section 2 PROJECT DESCRIPTION. Project must be completed no later than December 31, 2026.

The following activities/expenditures in relation to the broadband infrastructure project and deliverables are eligible for payment under the Capital Projects Fund:

A. Deliverable 1

1. Program Implementation
 - a. Administration directly related to grant activities related to this award (reports, invoicing, closeout)
 - b. Indirect Costs directly related to the administration of this award. Indirect costs must comply with the Negotiated Indirect Cost Rate Agreement (NICRA) approved by Federal Cognizant Authority. If no NICRA exists, the de minimum rate of 10% may be used in accordance with 2 CFR 200.414.
 - c. Property acquisition or leasing

B. Deliverable 2

1. Engineering and Design
 - a. Engineering and design plans and blueprints directly related to the project

- b. Environmental studies required under the National Environmental Policy Act (NEPA)
- c. Permitting costs associated with the project

C. Deliverable 3

1. Construction Costs

- a. Mobilization
- b. All costs associated with materials and labor essential to completing the project.

Deliverable No. 1: Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete activities as specified in Section 5.A, of this Scope of Work.	Subrecipient may request reimbursement in accordance with the Scope of Work as evidenced by submission of the following: <ol style="list-style-type: none"> 1. Invoice package in accordance with the Scope of Work noting completed tasks as well as payroll, timesheets, and other supporting documentation, as applicable. 	Failure to complete the Minimum Level of Service as specified shall result in \$500.00 reduction per day up to a maximum of \$10,000.00 or twenty percent (20%), whichever is lesser, for this Deliverable.
Deliverable Cost Not To Exceed: \$20,000.00		
Deliverable No. 2 Engineering and Design		
Subrecipient shall complete all activities, as specified in Section 5.B, of this Scope of Work.	Subrecipient may request reimbursement upon completion of deliverable 2 as evidenced by submission of the following: <ol style="list-style-type: none"> 1. Engineering design, working drawings and associated cost estimates, if applicable; 2. Copies of all required permits, if applicable; 3. Copy of Environmental Review/Assessment; and 4. Invoice package in accordance with the Scope of Work. 	Failure to complete the Minimum Level of Service as specified shall result in \$500.00 reduction per day up to a maximum of \$10,000.00 or twenty percent (20%), whichever is lesser, for this Deliverable.
Deliverable Cost Not To Exceed: \$120,000.00		
Deliverable No. 3 Construction		
Subrecipient shall complete all activities, as specified in Section 5.C, of this Scope of Work, which shall be completed no later than December 31, 2026.	Subrecipient may request reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of the deliverable as evidenced by submission of the following:	Failure to complete the Minimum Level of Service as specified shall result in non-payment

	1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying the percentage of project completion; 2. Photographs of the project in progress; and 3. Invoice package in accordance with this Scope of Work.	
Deliverable Cost Not To Exceed: \$3,860,000.00		
TOTAL COST NOT TO EXCEED: \$4,000,000.00		

6. REPORTING:

- a. Monthly: Subrecipient shall report the information identified below through the Subrecipient Enterprise Resource Application (SERA), monthly, all progress relating to the tasks identified in Section 5, Scope of Work. Monthly reports are due to Commerce no later than 10 calendar days after the end of each month of the program year and shall be sent each month until submission of the close-out report. Reporting items are:
- 1) Completion of any tasks and/or deliverables completed during the reporting period
 - 2) Percentage of project completion
 - 3) Any identified impediments to on-time project completion
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Subrecipient shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Subrecipient shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.
- c. Close-out Report: No later than 60 calendar days after project completion, or after this Agreement is terminated, Subrecipient shall provide copies of all remaining invoices, submit documentation of completed work and submit a final monthly report in accordance with this section.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Subrecipient in accordance with the schedule and in the amount identified per milestone in Section 5 table above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for payment, costs must be in compliance with laws, rules, and regulations applicable to expenditures of Federal and State funds, including, but not limited to, 2 C.F.R. Part 200 as relaxed under Treasury Guidance of May 17, 2023, and the Reference Guide for State Expenditures.

- a. Subrecipient shall provide invoices in accordance with the Deliverables table above in Section 5 for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- c. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
 - d. All documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA) and retained by the Subrecipient through the end of the Federal Interest period, December 31, 2034, for Commerce's review. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.
 - e. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
8. **NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Subrecipient shall report all known or suspected instances of Subrecipient, or Subrecipient's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.
9. **Reserved.**
10. **NON-DISCRIMINATION:** Subrecipient shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Subrecipient shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
11. **OWNERSHIP AND DISPOSITION OF PROJECT PROPERTY:**
- a. "Disposition" as used herein, shall include, but is not limited to, Subrecipient no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property.
 - b. "Nonexpendable property" (also: Agreement Property) means tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or greater per unit.
 - c. The Federal Interest Period lasts until December 31, 2034. Title to Agreement Property acquired or improved under the award, vests in the Subrecipient, subject to the condition that, for the duration of the Federal Interest Period, the Subrecipient:
 - 1) Must use the Agreement Property for the authorized purpose(s) of the project in the same manner as comparable real property and equipment within their networks in the ordinary course of business, subject to the rights of disposition noted below;
 - 2) Must continue to provide internet service to the service areas and at the standard initially agreed upon by Commerce and Subrecipient;

- 3) Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services, as required under Section 3 of this Agreement.
 - 4) Must comply with the requirements of section 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
 - 5) Must comply with the use and management requirements for equipment in sections 2 CFR 200.313(c)(4) and 313(d) as amended by Treasury Guidance of May 17, 2023 which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
 - 6) Must maintain records of real property that include an indication of the applicable federal interest;
 - 7) May dispose of Agreement Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Agreement Property.
 - 8) May otherwise sell or transfer Agreement Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and acknowledgement of the successor or transferee of the federal property interest; and
 - 9) Must notify the Office and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or any affiliates.
- d. Pursuant to 2 C.F.R. 200.316, for the duration of the Federal Interest Period, the Subrecipient must hold Agreement Property in trust for the beneficiaries of this broadband infrastructure project.
 - e. Subrecipient shall provide advance written notification to Commerce, if during the Federal Interest Period, Subrecipient proposes to take any action that will impact Subrecipient's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, then the Subrecipient must follow the applicable disposition procedures as outlined within the [SLFRF and CPF supplementary Broadband Guidance](#). This first requires obtaining disposition instructions from Commerce prior to disposal. Commerce will provide disposal instructions in alignment with the requirements under Treasury and Uniform Guidance.
 - f. The provisions of this Section 11 shall expire upon termination of the Federal Interest Period, upon which time Subrecipient shall retain title to all Agreement Property acquired or improved with the Agreement's funds.

- End of Exhibit A (SCOPE OF WORK) -