

Office of the  
Chief Information Officer

Broadband Map V5

Final Agency Decision

DOCKET NO. 418P

A. CHALLENGER INFORMATION

Entity/Community Name	Farmers Mutual Cooperative Telephone Company
FRN (Provider Only)	
Address	PO Box 311, 801 19th St
City	Harlan
State	Iowa
Zip	51537

B. DESIGNATED CONTACT INFORMATION

Contact Name	Thomas Conry, CEO
Contact Phone Number	712-744-3131
Contact Email	<a href="mailto:tcc@fmctc.com">tcc@fmctc.com</a>

C. CHALLENGE TYPE

<input type="checkbox"/>	Resident
<input type="checkbox"/>	Community
<input checked="" type="checkbox"/>	Provider - Self-reporting
<input type="checkbox"/>	Provider - Third-party
<input type="checkbox"/>	State
<input type="checkbox"/>	Location Not on Map

D. EVIDENCE CONSIDERED

With respect to the address locations forming the basis of this Challenge, the Office has reviewed the evidence and information submitted by Challenger related thereto (see Appendix C for original submission), in conjunction with the maps and data sources originally utilized in determining whether and to what extent service was available to a particular address location.

<input checked="" type="checkbox"/>	Challenger submitted an Attestation as part of its Challenge, affirming under penalty of perjury whether and to what extent Broadband service was offered as of August 2, 2022.
<input checked="" type="checkbox"/>	Challenger submitted additional information in support of its Challenge. This information has been considered by the Office in making its Final Decision.
<input type="checkbox"/>	Challenged address locations within this Challenge overlap with other Challenge(s) containing one or more of the same address locations. The Office considered evidence submitted in connection with any overlapping Challenge in making its final decision for any overlapping address location.
<input type="checkbox"/>	The Office sent a Notice to impacted Provider(s) at the challenged address location concerning whether and to what extent reported broadband service was offered as of August 2, 2022. The Office may have received a Response and/or other evidence from impacted Provider(s) in response to such Notices. Refer to Appendix D for a record of these efforts.

Go to <https://ocio.iowa.gov/broadband-availability-map-version-5-challenge-process> for more information regarding how the Office evaluates evidence and makes determinations regarding information reflected on the map.


E. APPEAL

The Office will post its Final Decisions on its website at [ocio.iowa.gov/broadband](https://ocio.iowa.gov/broadband). If a Challenger wishes to appeal the Decision, the Challenger must notify the Office in writing within thirty (30) days of the posting of the Decision. A request for a contested case must be filed by mailing a written request to:

Office of the Chief Information Officer  
c/o Matt Behrens  
200 E. Grand Ave.  
Des Moines, IA 50309

In so doing, the reason for appealing this Decision must be stated, specifically identifying the particular aspects of the Decision with which Appellant disagrees and the reasons why, whether factual or legal in nature. The request for a contested case proceeding should state the name and address of the requester; identify the specific Office action which is disputed; and, where the requester is represented by a lawyer, identify the provisions of law or precedent requiring or authorizing the holding of a contested case proceeding in the particular circumstances involved, and include a short and plain statement of the issues of material fact in dispute. Iowa Admin. Code r. 129–6.4.

Upon receipt, the appeal will be forwarded to the Department of Inspections and Appeals where an Administrative Law Judge (“ALJ”) will perform an independent review. Iowa Admin. Code r. 129–6.6. At that time, an ALJ will schedule a hearing. If Appellant does not exercise its appeal right within thirty (30) days of the posting of this Decision, this Decision shall become final and no longer subject to challenge.

SIGNED		12/16/2022
DATE	Matt Behrens Chief Information Officer State of Iowa	<b>Date of Issuance: December 16, 2022</b>

Definitions	
Challenged Provider	A provider that has been named in a challenge; the challenge is specific to that provider.
Notice Form	A notice was sent in the form of an Excel workbook to all providers at a challenged address location regardless of whether the challenge named the provider specifically. Multiple Notice Forms may have been sent regarding Map V5.
Unchallenged Provider	A provider that reflects on the Map as serving an address location that is being challenged but the challenge is not specific to that provider.

Basis Number	Decision	Explanation	For Use When:	Result
1	Accepted	The Office accepts the information submitted by the Challenger for this address location because the Office does not possess conflicting information.	(1) A provider confirms they do not serve that address location; (2) The challenged provider did not respond to the Notice Form.	Change to the map
2	Declined	The Office declines the information submitted by the Challenger due to one of the following reasons: (1) the evidence provided by the Challenger is not sufficiently probative; (2) the evidence or explanation given by provider(s) at that location was sufficient to overcome challenger's claim; (3) Challenger's claim was not against this provider, and provider responded to Notice; (4) Location ID is outside of NOFA project area.	(1)The Unchallenged Provider responded to the Notice Form; (2) The address location falls outside the area identified in the evidence; (3) The Challenged Provider responded to the Notice Form with sufficient evidence to rebut the claim.	No change to the map
3	Accepted	The Office accepts the information submitted by the Challenger for this address location despite information having been submitted by impacted provider(s). The Office finds the evidence submitted by the Challenger to be more probative than the information submitted by impacted provider(s).	(1) The Challenged Provider responded without evidence or without sufficient evidence to rebut the claim.	Change to the map
4	Declined	The Office declines the information submitted by the Challenger because there was an insufficient basis for challenge.	(1) No providers reflect at this address location; (2) A provider was noticed for their own submitted challenge and did not respond; (3) Provider claims previous incentive already reflected on the map; (4) Resident claims they are happy with their service and not reporting problems with their provider; (5) Challenged provider is not reflected on the Map for that address location; (6) Map already reflects the stated claim for challenge.	No change to the map

IA Location ID	Street Address	City	State	ZIP Code	No. of Units at address	Basis for Challenge	Challenge Detail	Fastest download speed in Mbps for this type of service	Fastest upload speed in Mbps for this type of service
898874	307 3RD AVENUE	ASPINWALL	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1214944	400 4TH AVENUE	ASPINWALL	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	25	3
1407475	27592 430TH STREET	AVOCA	IA	51521	1	12-Provider facilitates speeds faster than that reported on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1397654	407 2ND STREET	ASPINWALL	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
180031	43898 JUNIPER ROAD	OAKLAND	IA	51560	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
84135	37083 MAHOGANY ROAD	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1141944	37333 MAHOGANY ROAD	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
400294	26460 370TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
687747	26627 370TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
167912	27876 440TH STREET	AVOCA	IA	51521	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1108296	46447 PINOAK ROAD	AVOCA	IA	51521	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
489844	2248 BOTNA LANE	BOTNA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
655632	2247 MAIN LANE	BOTNA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
509298	622 700TH STREET	PORTSMOUTH	IA	51565	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55

IA Location ID	Technology Type	Is this location served, underserved, or unserved?	Technology Type	Sworn Statement/ Survey Response	Broadband study expressly citing location	Speed test at this location	Other	When the service of another provider is challenged, this Office will take affirmative steps to send notice to impacted providers.		Final Agency Decision		
								Notice sent?	Response received?	Accepted/ Declined	Decision Basis	Overlapping Challenge Docket, if applicable
898874	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1214944	Fixed Wireless						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1407475	Fiber							Not Applicable	Not Applicable	Accepted	1	
1397654	Fiber						2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
180031	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
84135	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
1141944	Fiber			FRMR6			No Subscriber	Not Applicable	Not Applicable	Accepted	1	
400294	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
687747	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
167912	Fiber							Not Applicable	Not Applicable	Accepted	1	
1108296	Fiber							Not Applicable	Not Applicable	Declined	2	
489844	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
655632	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
509298	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	

IA Location ID	Street Address	City	State	ZIP Code	No. of Units at address	Basis for Challenge	Challenge Detail	Fastest download speed in Mbps for this type of service	Fastest upload speed in Mbps for this type of service
565232	608 700TH STREET	PORTSMOUTH	IA	51565	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1475725	526 700TH STREET	PORTSMOUTH	IA	51565	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
487771	411 OAK ROAD	AVOCA	IA	51521	1	11-Provider not reflected on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1155075	422 OAK ROAD	AVOCA	IA	51521	1	12-Provider facilitates speeds faster than that reported on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1116402	2246 BOTNA LANE	BOTNA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
625485	2119 ELMWOOD ROAD	EARLING	IA	51530	1	11-Provider not reflected on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1004121	3215 HWY 59 141	DENISON	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
164171	2720 HWY 59 141	DENISON	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
380672	3081 280TH STREET	DENISON	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
588709	2625 330TH STREET	DENISON	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1102620	26947 440TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
264996	3591 U AVENUE	MANILLA	IA	51454	1	11-Provider not reflected on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
875377	27627 390TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1434280	27476 390TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55

IA Location ID	Technology Type	Is this location served, underserved, or unserved?	Technology Type	Sworn Statement/ Survey Response	Broadband study expressly citing location	Speed test at this location	Other	When the service of another provider is challenged, this Office will take affirmative steps to send notice to impacted providers.		Final Agency Decision		
								Notice sent?	Response received?	Accepted/ Declined	Decision Basis	Overlapping Challenge Docket, if applicable
565232	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
1475725	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
487771	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1155075	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1116402	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
625485	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1004121	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
164171	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Declined	4	
380672	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Declined	4	
588709	Fiber	Unserved (< 25/3)		FRMR6			1 - ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
1102620	Fiber							Not Applicable	Not Applicable	Accepted	1	
264996	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
875377	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1434280	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	

IA Location ID	Street Address	City	State	ZIP Code	No. of Units at address	Basis for Challenge	Challenge Detail	Fastest download speed in Mbps for this type of service	Fastest upload speed in Mbps for this type of service
127932	2224 1000TH STREET	HARLAN	IA	51537	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1103666	2213 2200TH STREET	IRWIN	IA		1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1435637	2149 2200TH STREET	IRWIN	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
78923	2836 350TH STREET	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
110209	3571 X AVENUE	MANILLA	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
48321	2217 VINE ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
104908	2315 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
253756	2214 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
275857	2405 STREET F16	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
479997	2203 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
464532	2216 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
535761	2247 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
555123	2404 2200TH STREET	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
610236	2321 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55

IA Location ID	Technology Type	Is this location served, underserved, or unserved?	Technology Type	Sworn Statement/ Survey Response	Broadband study expressly citing location	Speed test at this location	Other	When the service of another provider is challenged, this Office will take affirmative steps to send notice to impacted providers.		Final Agency Decision		
								Notice sent?	Response received?	Accepted/ Declined	Decision Basis	Overlapping Challenge Docket, if applicable
127932	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1103666	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1435637	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
78923	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
110209	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
48321	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
104908	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
253756	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
275857	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
479997	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
464532	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
535761	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
555123	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
610236	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	



IA Location ID	Street Address	City	State	ZIP Code	No. of Units at address	Basis for Challenge	Challenge Detail	Fastest download speed in Mbps for this type of service	Fastest upload speed in Mbps for this type of service
773487	2229 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
779103	2304 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
809133	2240 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
958968	2237 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
962591	2335 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
998013	2326 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1022025	2344 STREET F16	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1023506	2127 STREET F16	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1114813	2130 2200TH STREET	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1139335	2228 STREET F16	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1231879	2239 VINE ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1425580	2322 2200TH STREET	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1431968	2338 VINE ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1466095	2326 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55

IA Location ID	Technology Type	Is this location served, underserved, or unserved?	Technology Type	Sworn Statement/ Survey Response	Broadband study expressly citing location	Speed test at this location	Other	When the service of another provider is challenged, this Office will take affirmative steps to send notice to impacted providers.		Final Agency Decision		
								Notice sent?	Response received?	Accepted/ Declined	Decision Basis	Overlapping Challenge Docket, if applicable
773487	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
779103	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
809133	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
958968	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
962591	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
998013	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1022025	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1023506	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1114813	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1139335	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
1231879	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1425580	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1431968	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1466095	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	

IA Location ID	Street Address	City	State	ZIP Code	No. of Units at address	Basis for Challenge	Challenge Detail	Fastest download speed in Mbps for this type of service	Fastest upload speed in Mbps for this type of service
1188221	304 3RD AVENUE	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	25	3
371992	2403 2200TH STREET	MANNING	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
889019	2425 2200TH STREET	MANNING	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
138432	1647 BLUEBIRD AVENUE	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
461393	1039 170TH STREET	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
591663	1665 BLUEBIRD AVENUE	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
776010	1649 AVOCET PLACE	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1242657	1660 AVOCET PLACE	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1367636	1071 170TH STREET	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
330013	795 STREET F58	SHELBY	IA	51570	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
1433543	793 STREET F58	SHELBY	IA	51570	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
238750	1171 150TH STREET	AUDUBON	IA	50025	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
532607	1170 150TH STREET	AUDUBON	IA	50025	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55
13625	431 IRONWOOD ROAD	AVOCA	IA	51521		13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55

IA Location ID	Technology Type	Is this location served, underserved, or unserved?	Technology Type	Sworn Statement/ Survey Response	Broadband study expressly citing location	Speed test at this location	Other	When the service of another provider is challenged, this Office will take affirmative steps to send notice to impacted providers.		Final Agency Decision		
								Notice sent?	Response received?	Accepted/ Declined	Decision Basis	Overlapping Challenge Docket, if applicable
1188221	Fixed Wireless						3 - 477 june 2022	Not Applicable	Not Applicable	Declined	4	
371992	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
889019	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
138432	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
461393	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
591663	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
776010	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	2	
1242657	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
1367636	Fiber	Unserved (< 25/3)					2 - NOFA #6	Not Applicable	Not Applicable	Declined	4	
330013	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
1433543	Fiber						3 - 477 june 2022	Not Applicable	Not Applicable	Accepted	1	
238750	Fiber	Unserved (< 25/3)		FRMR6			1 -ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
532607	Fiber	Unserved (< 25/3)		FRMR6			1 -ACAM Revised	Not Applicable	Not Applicable	Accepted	1	
13625	Fiber			FRMR6			1 -ACAM Revised	Not Applicable	Not Applicable	Accepted	1	



[illegible]

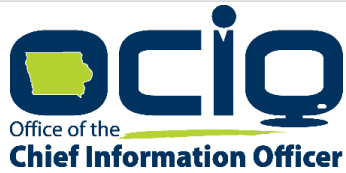
[illegible]

[illegible]



# APPENDIX C

## Original Challenge Submission



## Broadband Map v5 Community and Provider Challenge Form

The Office of the Chief Information Officer ("OCIO" or "Office") recently published the Statewide Broadband Availability Map version 5 ("Map v5"). Map v5 is designed to facilitate decisions concerning future spending under federally-funded broadband programs. Because Map v5 does not use the tiered structure envisioned by Iowa Code chapter 8B and because future federally-funded grant opportunities made available by the Office in accordance with Map v5 will not conform to Iowa Code chapter 8B, the map challenge process envisioned under Iowa Code section 8B.10 does not apply. However, the Office is making available a challenge process to allow public input into whether the map accurately reflects broadband coverage as of the publication date of Map v5 (the "As Of" date of Map v5).

The Office utilizes maps and data sources made available by the Federal Communications Commission (FCC) and/or developed or produced by contractors or third parties retained or utilized by the Office. These maps and corresponding data sources represent the status of Broadband in Iowa on the As Of date as reported by Communication Service Providers in Iowa. Unlike prior broadband coverage maps, Map v5 identifies broadband coverage by individual locations, making Map v5 far more granular than prior maps that displayed eligibility at the census block level.

Challenges to Map v5 will be based on presence or reliability of service and/or speed. Challengers will be required to provide for every location challenged an address and corresponding IA Location ID, to the extent a Location ID is available on the map. Challenges without this information may not be evaluated.

Every location on Map v5 reflects a status of 'likely eligible' or 'likely ineligible.' This status is based solely on speed and technology type. The eligibility of any particular location is contingent on the requirements associated with the federal funding being used to fund future Notices of Funding Availability ("NOFAs"). Eligibility determinations are subject to change over time. In addition, eligibility designations in no way guarantee facilitation of service in the future through state- or federally-funded broadband builds.

On August 2, 2022, the Office posted the final version of Broadband Availability Map v5 and opened a 30-calendar-day challenge window wherein anyone aggrieved or adversely affected by mapping determinations may challenge the Office's final determination of whether service at a particular location is accurately reflected.

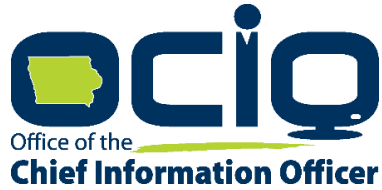
This form is for PROVIDERS and COMMUNITIES only. Resident challengers should fill out the form via the Map on the website.

You must check next to each row that you have read and understood the terms of the challenge process. Without this acknowledgment, the appeal will not be evaluated.

Use the tab titled "Challenge Form" to challenge any particular location. If you would like to report an address not presenting on the map, please use the tab titled "Location Not Present on Map." You can also use this tab to report when the location is not presenting at the correct area.

**Challenger acknowledges the following (click checkbox to acknowledge):**

<p>The information on the Map may be challenged for conditions existing as of August 2, 2022 (the "As Of" date). Challenges based on changes occurring to broadband service after the As Of date will not be considered.</p>		
<p>When submitting a challenge, evidence must be submitted for every location challenged in support of changing the likely eligible or likely ineligible status. Documentation that is speculative, generalized, or vague will not be sufficient. You may use the Sworn Statement/Survey template provided. Supporting documentation must be provided in one pdf. Reference to the page number of the supporting evidence within the pdf must be noted in Challenge Form. Challenged locations without a referenced page will not be evaluated.</p>		
<p>The Office reserves the right to reject challenges for a variety of reasons, including but not limited to:</p> <ul style="list-style-type: none"> <li>&gt;&gt; Challenges claiming buildout at a future date;</li> <li>&gt;&gt; Challenges received reflecting incomplete information, including lacking IA Location ID;</li> <li>&gt;&gt; Challenges to a provider's service that are submitted without supporting evidence;</li> <li>&gt;&gt; Multiple challenge forms submitted by a provider or a community;</li> <li>&gt;&gt; Challenges received after September 1, 2022;</li> <li>&gt;&gt; Challenges received without all checkboxes marked indicating acknowledgement of the terms.</li> </ul>		
<p>The Office will notify affected parties by posting to the website any notice of challenge received. Final agency decisions shall become final unless within 30 days of the posting of a final decision, a challenger or person or party aggrieved or adversely affected requests a contested case proceeding pursuant to Iowa Administrative Code chapter 129-6.</p>		



## Broadband Map V5 Provider/Community Challenge Form

### A. CHALLENGER INFORMATION

Entity/Community Name	Farmers Mutual Cooperative Telephone Company
FRN (Provider Only)	
Address	PO Box 311, 801 19th St
City	Harlan
State	Iowa
Zip	51537

### B. DESIGNATED CONTACT INFORMATION

Contact Name	Thomas Conry, CEO
Contact Phone Number	712-744-3131
Contact Email	<a href="mailto:tcc@fmctc.com">tcc@fmctc.com</a>

### C. EXPLANATION

To the extent you believe additional explanation is required to ensure that you are communicating full and accurate information, please provide narrative to further explain your challenge.

Served locations, ACAM Federal Obligations and NOFA#6 build out areas in 415449 and 41307 Award to Farmers Mutual Coop Telephone Company

### D. ATTESTATION

By signing and submitting this form, the authorized representative attests that to the best of the authorized representatives knowledge and belief, the information submitted through this challenge form is true and accurate, and the form is signed under the pains and penalties of perjury. By typing your name, you are affixing your signature to this form and attesting to the accuracy of the information submitted herein.

Authorized Signature:	Thomas Conry, CEO
Title:	CEO
Date:	31-Aug-22

IA Location ID	Street Address	City	State	ZIP Code	No. of Units at address (house, multi-residential units)	Basis for Challenge	Challenge Detail	Fastest download speed in Mbps for this type of service (Enter 0-2000)	Fastest upload speed in Mbps for this type of service (Enter 0-2000)	Technology Type	Service Conditions The Map Should Reflect		Evidence: Upload all supporting information for this location in a single PDF. Enter the page number(s) in the cell below identifying the exact location of the proof in the PDF.			
											Is this location served, underserved, or unserved?	Technology Type	Sworn Statement/ Survey Response	Broadband study expressly citing location	Speed test at this location	Other
167912	27876 440TH STREET	AVOCA	IA	51521	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						
1102620	26947 440TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						
1407475	27592 430TH STREET	AVOCA	IA	51521	1	12-Provider facilitates speeds faster than that reported on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						
1108296	46447 PINOAK ROAD	AVOCA	IA	51521	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						
180031	43898 JUNIPER ROAD	OAKLAND	IA	51560	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
84135	37083 MAHOGANY R	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
1141944	37333 MAHOGANY R	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			No Subscriber
400294	26460 370TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
687747	26627 370TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
875377	27627 390TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
1434280	2746 390TH STREET	HANCOCK	IA	51536	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
330013	795 STREET F58	SHELBY	IA	51570	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
1433543	793 STREET F58	SHELBY	IA	51570	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
509298	622 700TH STREET	PORTSMOUTH	IA	51565	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
565232	608 700TH STREET	PORTSMOUTH	IA	51565	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
1475725	526 700TH STREET	PORTSMOUTH	IA	51565	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
487771	411 OAK ROAD	AVOCA	IA	51521	1	11-Provider not reflected on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
1155075	422 OAK ROAD	AVOCA	IA	51521	1	12-Provider facilitates speeds faster than that reported on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
127932	2224 1000TH STREET	HARLAN	IA	51537	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
625485	2119 ELMWOOD ROAD	EARLING	IA	51530	1	11-Provider not reflected on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
1004121	3215 HWY 59 141	DENISON	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
164171	2720 HWY 59 141	DENISON	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
380672	3081 280TH STREET	DENISON	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
588709	2625 330TH STREET	DENISON	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber			FRMR6			1 -ACAM Revised
78923	2836 350TH STREET	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
264996	3591 U AVENUE	MANILLA	IA	51454	1	11-Provider not reflected on the map	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
110209	3571 X AVENUE	MANILLA	IA	51442	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
898874	307 3RD AVENUE	ASPINWALL	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						3 - 477 June 2022
1188221	304 3RD AVENUE	MANNING	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	25	3	Fixed Wireless						3 - 477 June 2022
1214944	400 4TH AVENUE	ASPINWALL	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	25	3	Fixed Wireless						3 - 477 June 2022
1397654	407 2ND STREET	ASPINWALL	IA	51455	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
489844	2248 BOTNA LANE	BOTNA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
655632	2247 MAIN LANE	BOTNA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
1116402	2246 BOTNA LANE	BOTNA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
48321	2217 VINE ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
104908	2315 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
253756	2214 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
275857	2405 STREET F16	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
371992	2403 2200TH STREET	MANNING	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
479997	2203 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
464532	2216 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
535761	2247 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
555123	2404 2200TH STREET	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
610236	2321 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
773487	2229 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
779103	2304 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
809133	2240 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
889019	2425 2200TH STREET	MANNING	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
958968	2237 WILDWOOD ROAD	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6
962591	2335 ROAD M56	MANILLA	IA	51454	1	13-Provider holds an enforceable state/federal agreement to construct service at this location	Provider only: The Map does not correctly reflect service that I facilitate to this location	300	55	Fiber						2 - NOFA #6



FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY

**FMCTC**

***Your Total Communications Provider***

March 7, 2019

Mr. Theodore Burmeister  
ConnectAmerica  
Wireline Competition Bureau  
Telecommunications Access Policy Division  
445 12<sup>th</sup> Street, SW  
Washington, DC 20544  
(by email to [ConnectAmerica@fcc.gov](mailto:ConnectAmerica@fcc.gov) with cc: to [Theodore.Burmeister@fcc.gov](mailto:Theodore.Burmeister@fcc.gov))

Re: Election for Farmers Mutual Cooperative Telephone Company (FRMR6)  
Public Notice DA 19-115 released February 25, 2019

Dear Mr. Burmeister,

By this letter, Farmers Mutual Cooperative Telephone Company (FRMR6), elects the revised model-based support for the state of Iowa as specified in Report 14 released February 25, 2019. FRMR6 commits to satisfy the specific service obligations associated with that amount of model support.

Sincerely,

Thomas Conry, CEO  
Farmers Mutual Cooperative Telephone Company

**Exhibit F - NOFA #006 ("NOFA")**  
**Certification, Authorization, and Release of Information**  
**Alterations to this document are prohibited**

Date: July 28, 2021

Iowa Office of the Chief Information Officer  
c/o Broadband Grants Program Administrator  
200 E Grand Ave  
Des Moines, IA 50309

Re: NOFA #006—CERTIFICATIONS/ACKNOWLEDGEMENTS & AUTHORIZATION TO RELEASE  
INFORMATION

Dear Issuing Officer:

By affixing my signature below, I, a representative of Applicant expressly authorized to make the following certifications on behalf of Applicant, and under penalty of perjury as authorized by Iowa Code section 622.1 and pursuant to the laws of the state of Iowa, certify the following with respect to the Application submitted on behalf of Farmers Mutual Cooperative Telephone Company (Applicant) in response to the NOFA:

**1. Certification of Truth and Accuracy.** I certify the following on behalf of Applicant:

- 1.1. Any statements, representations, warranties, certifications, or attestations made in the Application, including any attachments or enclosures associated therewith, are true and accurate.
- 1.2. Applicant has not knowingly made any false statements or representations in its Application, including any attachments or enclosures associated therewith.

**2. Certification of Independence.** I certify the following on behalf of Applicant:

- 2.1. Except as otherwise permitted by the NOFA, the Application has been developed independently, without consultation, communication, or agreement with any employee, agent, independent contractor, consultant, or other third parties acting on behalf of the Office or with any person serving as a member of any review or evaluation committee.
- 2.2. The Application has been developed independently, without consultation, communication or agreement with any other Applicant or parties for the purpose of restricting competition.
- 2.3. No attempt has been made or will be made by Applicant to induce any other Applicant to submit or not to submit an Application for the purpose of restricting competition.
- 2.4. No relationship exists or will exist during the contract period between Applicant and the Office or any other State agency that interferes with fair competition or that constitutes a conflict of interest, the appearance of a conflict of interest, or that violates Iowa Code chapter 68B.

**3. Certification Regarding Suspension/Debarment.** I certify that, to the best of my knowledge, neither Applicant nor any of its principals or officers:

- 3.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or governmental entity of the State of Iowa.



- 3.2. Have within a three (3) year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or a contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in Section 3.2.
- 3.4. Have within a three (3) year period preceding this grant, had one or more public transactions (federal, state or local) terminated for cause or default or received a Notice of Default, Notice of Non-Compliance, or otherwise been found in non-compliance with the requirements of Iowa Code section 8B.11, Iowa Administrative Code chapter 129—22, or a grant agreement entered into by the Office and Applicant in connection with another award issued by the Office under this Broadband Grant Program.
- 3.5. Plan to knowingly enter any transaction with a person who meets any of the circumstances identified in Sections 3.1 through 3.4, above.
- 3.6. Have had any damages or penalties assessed against or dispute resolution settlements entered into under any existing or past contracts for goods and/or services similar to those sought pursuant to the NOFA.
- 3.7. Are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- 3.8. Are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way their ability to fulfill the requirements of or services sought pursuant to the NOFA.

**4. Certification of Financial Condition.** I certify that, to the best of my knowledge, Applicant:

- 4.1. Is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
- 4.2. Has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service, Iowa Department of Revenue, or any other government entity.
- 4.3. Is current in all amounts due for payments of federal and state taxes.
- 4.4. Has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all of its assets.
- 4.5. Is neither presently involved in, nor anticipates being involved in the near future, any case or other proceeding seeking or involving liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect.

**5. Broadband Grants Certifications.** I certify the following on behalf of Applicant:

- 5.1. Applicant is authorized to provide Broadband service in the Targeted Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project, and has or will obtain any necessary permits or licenses (federal, state, or local) required to do so.
- 5.2. Upon request by the Office, Applicant shall be available to provide further information to the Office related to its Broadband Infrastructure for which grant funds may be awarded, or other additional information as may be reasonably requested by the Office.

5.3. Except as otherwise identified in Form 22 (Exhibit G) and solely to the extent permitted by the NOFA, the Application, including any attachments or enclosures associated therewith, may be treated as public, non-confidential records, and subject to public disclosure, and Applicant waives any claims it may have against the Office, the State of Iowa, and any officers, employees, agents, independent contractors, or other personnel of either of the foregoing related to the confidential treatment of any information or materials submitted in connection with its Application.

**6. Qualified Certification.** If an Applicant is unable to unqualifiedly certify any of the foregoing certifications, Applicant may use the space below to qualify any of the above certifications to the extent necessary. By way of example only, if an Applicant is unable to unqualifiedly certify that the Applicant has not “within a three (3) year period preceding this grant, had one or more public transactions (federal, state or local) terminated for cause or default” as required by Section 3.4, above, Applicant may provide a detailed explanation of all public transactions (federal, state, or local) terminated for cause within the prior three (3) year period. Notwithstanding, if the Applicant is not able to submit an unqualified Certification Letter, this may result in the Office determining, in its sole discretion, that Applicant is not a Responsible Applicant, and in the rejection of the Application/disqualification of the Applicant.

**7. Additional Acknowledgments.** I acknowledge the following on behalf of Applicant:

- 7.1. The Office may withdraw the NOFA and/or any Award made pursuant thereto at any time prior to the execution of a Grant Agreement.
- 7.2. Following the issuance of Awards, the Office will post all final Notices of Intent to Award/decisions online at [Iowa Grants](#) and <https://ocio.iowa.gov/broadband>:
  - 7.2.1. Unsuccessful Applicants are solely responsible for reviewing such websites to determine their Award status.
  - 7.2.2. Adversely affected Applicants will have ten (10) days to appeal such decision(s) by requesting a contested case proceeding in accordance with Iowa Administrative Code rules 129—22.5(4) and 129—6. Failure to challenge the Office’s decision within the ten-day (10) period shall waive any other claims an Applicant may have as it relates to the Office’s administration of the process and otherwise be deemed a failure to exhaust administrative remedies.
  - 7.2.3. Applicants may appeal an adverse decision only for a timely submitted Application.  
Any Appeal must clearly and fully identify all issues being contested and demonstrate what requirements or procedures of or in applicable law, rule, or the NOFA were not followed or were violated.
- 7.3. Following an Award, a successful Applicant will be required to execute a Grant Agreement with the Office as a condition precedent to receiving grant funds:

- 7.3.1. Should the Office and Applicant fail to reach an agreement, the Office may revoke any prior Award and award the corresponding funds to other Applicants or Grantees, or open additional rounds for Applications.
- 7.3.2. In addition to any terms or conditions contained in the Grant Agreement, the provisions of Iowa Administrative Code rule 129—22.6 shall govern the administration of such Award.
- 7.4. To the extent Applicant is awarded grant funds, pursuant to Iowa Code section 8B.11 and Iowa Administrative Code rule 129—22.6(5), the Office possesses the authority to determine whether a Grantee has complied with the terms, conditions, or requirements of Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and the Grant Agreement, and to issue a decision necessary to effectuate compliance with the same. Any such decision shall become final unless within thirty (30) days of the transmission of such decision, Applicant files a request for a contested case proceeding pursuant to 129—6 (Contested Cases). Failure to request a contested case within the thirty-day (30) period shall waive any claims an Applicant may have related to the administration of an Award, Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and the Grant Agreement, and otherwise be deemed a failure to exhaust administrative remedies.
- 7.5. Upon completion of any Project supported, in whole or in part, by State grant funds, Applicant will be required to:
  - 7.5.1. Certify that the Project was completed as proposed/represented in Exhibit B of the Core Application, including that:
    - 7.5.1.1. The final installation Facilitates Broadband service at or above 100/20 Broadband or 100/100 Broadband, whichever is applicable, in each of the Targeted Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project; and
    - 7.5.1.2. The final installation Facilitates Broadband service at or above 100/20 Broadband or 100/100 Broadband, whichever is applicable, to the same number of Broadband Units (homes, schools, businesses) located within the Targeted Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project.
  - 7.5.2. Identify the total number of Broadband Units to which Broadband service is available in each Targeted Service Area identified in the Application and forming the basis of the Project.
  - 7.5.3. Supply the Office with geographic information system (“GIS”) data in a form acceptable to the Office demonstrating specifically where Broadband Infrastructure for which grant funds have been utilized, in whole or in part, has been installed, regardless of whether such Broadband Infrastructure actually serves any customers in Targeted Service Area(s) forming the basis of the Application at the time such mapping data is supplied to the Office. Such GIS data must enable the Office to determine which specific homes, schools, and businesses within each Targeted Service Area forming the basis of the Project have access to 100/20 Broadband or 100/100 Broadband, whichever is applicable, as a result of the Project.
  - 7.5.4. Permit the Office to conduct performance tests upon request to verify compliance with Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and any Grant Agreement. Such performance tests may include but not be limited to:
    - 7.5.4.1. Speed tests anywhere between a Grantee’s central office and the demarcation at any customer’s location in a Targeted Service Area or census block in which the Project was to be deployed;
    - 7.5.4.2. In the case of wireless installations, from any location in a Targeted Service Area or census block in which the Project was to be deployed; and/or

- 7.5.4.3. In the case where a Grantee does not have a customer in a Targeted Service Area being served by the installation, certification obtained by the Grantee and supplied to the Office from an independent, third party, properly licensed engineer that the installation facilitates broadband service at or above 100/20 Broadband or 100/100 Broadband, whichever is applicable, in applicable Targeted Service Area(s) identified in the original Application. The costs of such certification shall be borne by the Grantee.
- 7.5.5. As it relates to expenditures for which Grantee seeks reimbursement:
  - 7.5.5.1. Submit a final summary of all Allowable Expenditures for which Grantee seeks reimbursement on forms supplied by the Office;
  - 7.5.5.2. Certify and attest that such Allowable Expenditures are true, accurate, and in fact constitute Allowable Expenditures, actually and previously incurred by Grantee;
  - 7.5.5.3. To the extent applicable, certify and attest that such Allowable Expenditures are properly or correctly allocated in accordance with the allocation methods approved by the Office as part of the Outside TSA Infrastructure Process;
  - 7.5.5.4. Certify and attest that such Allowable Expenditures were not incurred prior to the period established by this NOFA beginning July 1, 2021 and are otherwise payable or reimbursable in accordance with NOFA #006.

## **8. Authorization to Release Information.**

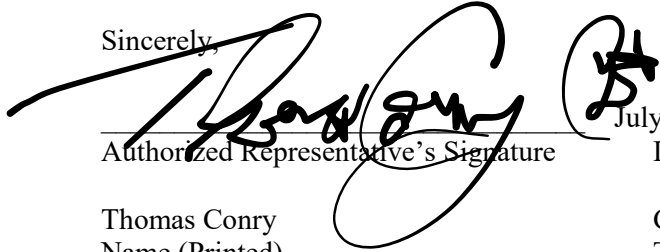
- 8.1. Applicant hereby authorizes the Office, independent contractors, or other third parties acting on behalf of or directed by the Office to obtain information regarding Applicant's performance on other contracts, agreements or other business arrangements, its business reputation, or any other matter pertinent to evaluation and the selection of a successful Applicant in response to the NOFA. Applicant further authorizes representatives of the Office, independent contractors, or other third parties acting on behalf of or directed by the Office to contact any of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in Applicant's Application submitted in response to the NOFA.
- 8.2. Applicant acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Applicant acknowledges that the information and opinions given by such a person or entity may hurt its chances to receive an Award from the Office or may otherwise hurt its reputation or operations. Applicant is willing to take that risk.
- 8.3. Applicant hereby releases, acquits and forever discharges the State of Iowa, the Office, their officers, directors, employees, and agents from any liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Office, independent contractors, or other third parties acting on behalf of or directed by the Office in the evaluation and selection of successful Applicants in response to the NOFA.
- 8.4. Except where and solely to the extent a confidentiality agreement, nondisclosure agreement, or similar agreement with a person or entity precludes the disclosure of trade secrets or other proprietary or confidential technical, financial or business information, Applicant authorizes any and all persons and entities to provide information, data, and opinions with regard to Applicant's performance under any contract, agreement, or other business arrangement, Applicant's ability to perform, business reputation, and any other matter pertinent to the evaluation of Applicant's Application. To the extent of such authorization, Applicant hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting Applicant that it may have or

ever claim to have relating to information, data, opinions, and references supplied to the Office, independent contractors, or other third parties acting on behalf of or directed by the Office in the evaluation and selection of a successful Applicant in response to the NOFA. The preceding authorization and release is not intended and shall not be construed to waive any rights or limit any remedies the Applicant may have pursuant to the terms of the Grant Agreement.

- 9. Certification of Compliance.** I certify on behalf of the Applicant that I will comply with the terms, conditions, and requirements of Iowa Code section 8B.11, Iowa Admin. Code ch. 129—22, and this NOFA.

In addition to any criminal penalties authorized by Iowa Code section 720.2 that may result from any false statements of material fact made herein or any other remedies available at law, equity, or otherwise, an Applicant that is subsequently determined to have made a statement, representation, warranty, certification, or attestation in an Application, or any attachments or enclosures associated therewith, that is later proven untrue in any material respect shall be obligated to repay the Office the entire amount of any grant funds previously distributed by the Office to the Applicant.

Sincerely,



Authorized Representative's Signature

July 28, 2021

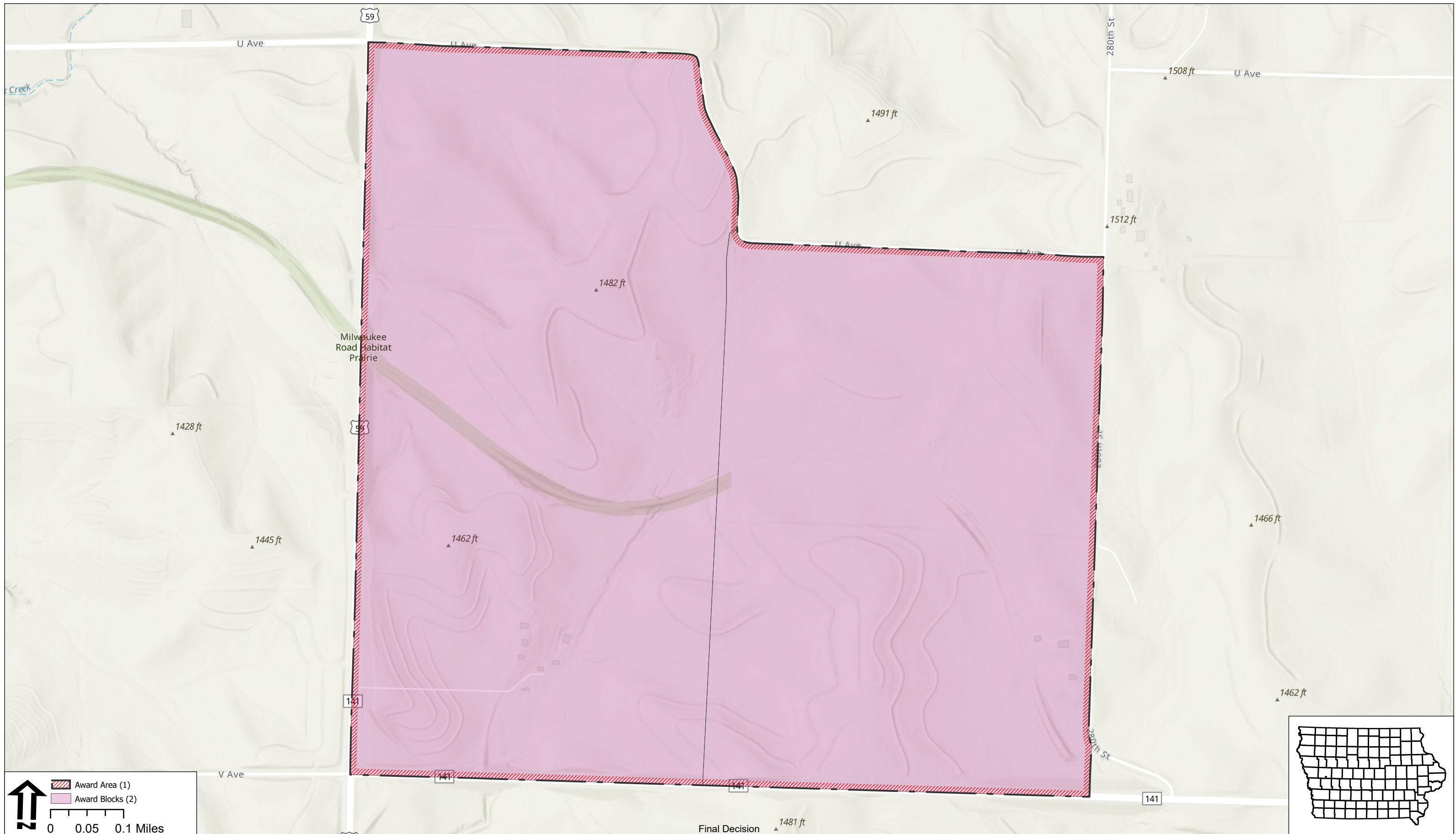
Date

Thomas Conry  
Name (Printed)

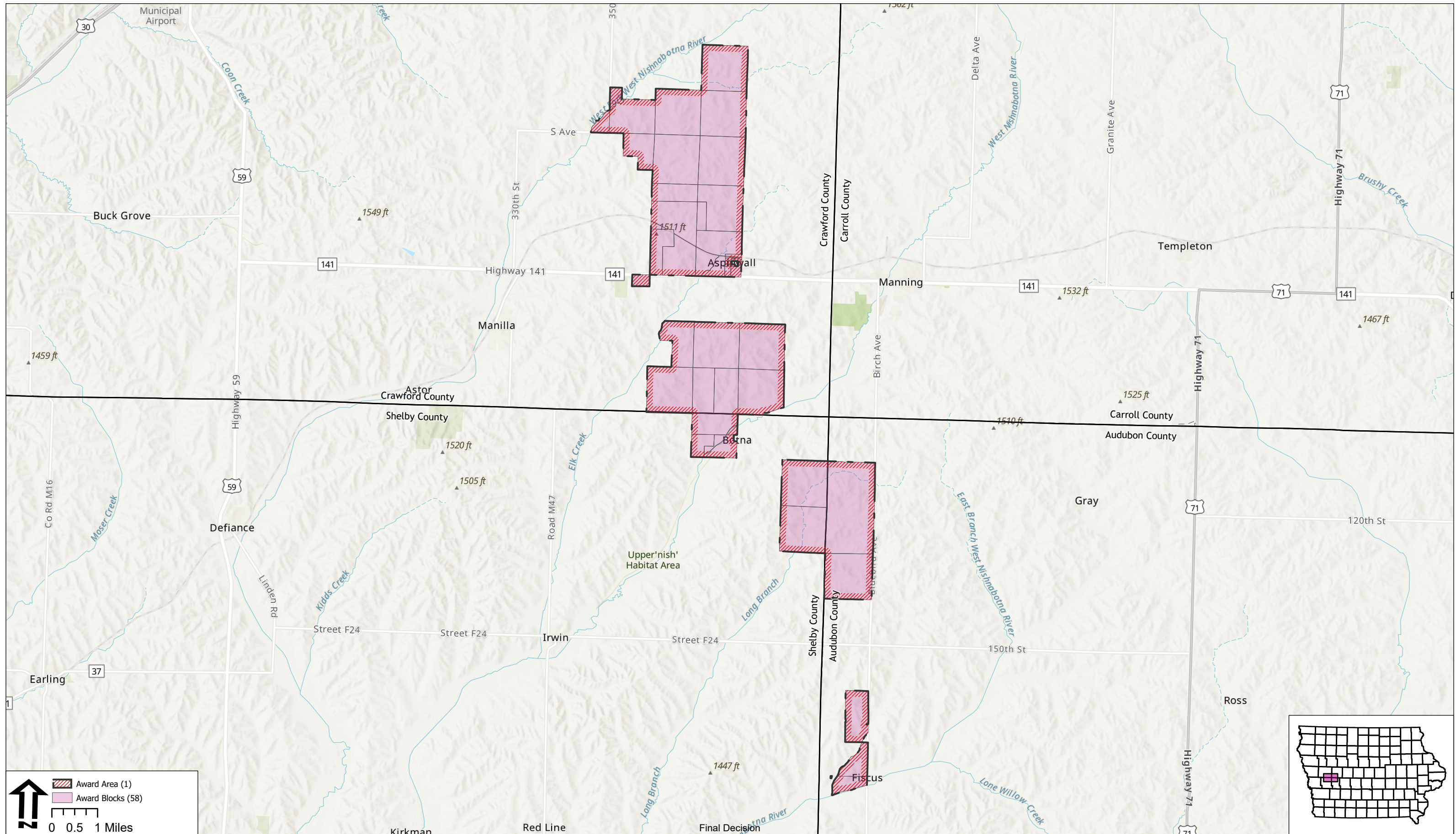
CEO  
Title

Farmers Mutual Cooperative Telephone Co. NOFA #0006  
Entity NOFA Number











**Exhibit F - NOFA #006 ("NOFA")**  
**Certification, Authorization, and Release of Information**  
**Alterations to this document are prohibited**

Date: July 28, 2021

Iowa Office of the Chief Information Officer  
c/o Broadband Grants Program Administrator  
200 E Grand Ave  
Des Moines, IA 50309

Re: NOFA #006—CERTIFICATIONS/ACKNOWLEDGEMENTS & AUTHORIZATION TO RELEASE  
INFORMATION

Dear Issuing Officer:

By affixing my signature below, I, a representative of Applicant expressly authorized to make the following certifications on behalf of Applicant, and under penalty of perjury as authorized by Iowa Code section 622.1 and pursuant to the laws of the state of Iowa, certify the following with respect to the Application submitted on behalf of Farmers Mutual Cooperative Telephone Company (Applicant) in response to the NOFA:

**1. Certification of Truth and Accuracy.** I certify the following on behalf of Applicant:

- 1.1. Any statements, representations, warranties, certifications, or attestations made in the Application, including any attachments or enclosures associated therewith, are true and accurate.
- 1.2. Applicant has not knowingly made any false statements or representations in its Application, including any attachments or enclosures associated therewith.

**2. Certification of Independence.** I certify the following on behalf of Applicant:

- 2.1. Except as otherwise permitted by the NOFA, the Application has been developed independently, without consultation, communication, or agreement with any employee, agent, independent contractor, consultant, or other third parties acting on behalf of the Office or with any person serving as a member of any review or evaluation committee.
- 2.2. The Application has been developed independently, without consultation, communication or agreement with any other Applicant or parties for the purpose of restricting competition.
- 2.3. No attempt has been made or will be made by Applicant to induce any other Applicant to submit or not to submit an Application for the purpose of restricting competition.
- 2.4. No relationship exists or will exist during the contract period between Applicant and the Office or any other State agency that interferes with fair competition or that constitutes a conflict of interest, the appearance of a conflict of interest, or that violates Iowa Code chapter 68B.

**3. Certification Regarding Suspension/Debarment.** I certify that, to the best of my knowledge, neither Applicant nor any of its principals or officers:

- 3.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or governmental entity of the State of Iowa.



- 3.2. Have within a three (3) year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or a contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in Section 3.2.
- 3.4. Have within a three (3) year period preceding this grant, had one or more public transactions (federal, state or local) terminated for cause or default or received a Notice of Default, Notice of Non-Compliance, or otherwise been found in non-compliance with the requirements of Iowa Code section 8B.11, Iowa Administrative Code chapter 129—22, or a grant agreement entered into by the Office and Applicant in connection with another award issued by the Office under this Broadband Grant Program.
- 3.5. Plan to knowingly enter any transaction with a person who meets any of the circumstances identified in Sections 3.1 through 3.4, above.
- 3.6. Have had any damages or penalties assessed against or dispute resolution settlements entered into under any existing or past contracts for goods and/or services similar to those sought pursuant to the NOFA.
- 3.7. Are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- 3.8. Are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way their ability to fulfill the requirements of or services sought pursuant to the NOFA.

**4. Certification of Financial Condition.** I certify that, to the best of my knowledge, Applicant:

- 4.1. Is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
- 4.2. Has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service, Iowa Department of Revenue, or any other government entity.
- 4.3. Is current in all amounts due for payments of federal and state taxes.
- 4.4. Has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all of its assets.
- 4.5. Is neither presently involved in, nor anticipates being involved in the near future, any case or other proceeding seeking or involving liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect.

**5. Broadband Grants Certifications.** I certify the following on behalf of Applicant:

- 5.1. Applicant is authorized to provide Broadband service in the Targeted Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project, and has or will obtain any necessary permits or licenses (federal, state, or local) required to do so.
- 5.2. Upon request by the Office, Applicant shall be available to provide further information to the Office related to its Broadband Infrastructure for which grant funds may be awarded, or other additional information as may be reasonably requested by the Office.

5.3. Except as otherwise identified in Form 22 (Exhibit G) and solely to the extent permitted by the NOFA, the Application, including any attachments or enclosures associated therewith, may be treated as public, non-confidential records, and subject to public disclosure, and Applicant waives any claims it may have against the Office, the State of Iowa, and any officers, employees, agents, independent contractors, or other personnel of either of the foregoing related to the confidential treatment of any information or materials submitted in connection with its Application.

**6. Qualified Certification.** If an Applicant is unable to unqualifiedly certify any of the foregoing certifications, Applicant may use the space below to qualify any of the above certifications to the extent necessary. By way of example only, if an Applicant is unable to unqualifiedly certify that the Applicant has not “within a three (3) year period preceding this grant, had one or more public transactions (federal, state or local) terminated for cause or default” as required by Section 3.4, above, Applicant may provide a detailed explanation of all public transactions (federal, state, or local) terminated for cause within the prior three (3) year period. Notwithstanding, if the Applicant is not able to submit an unqualified Certification Letter, this may result in the Office determining, in its sole discretion, that Applicant is not a Responsible Applicant, and in the rejection of the Application/disqualification of the Applicant.

**7. Additional Acknowledgments.** I acknowledge the following on behalf of Applicant:

- 7.1. The Office may withdraw the NOFA and/or any Award made pursuant thereto at any time prior to the execution of a Grant Agreement.
- 7.2. Following the issuance of Awards, the Office will post all final Notices of Intent to Award/decisions online at [Iowa Grants](#) and <https://ocio.iowa.gov/broadband>:
  - 7.2.1. Unsuccessful Applicants are solely responsible for reviewing such websites to determine their Award status.
  - 7.2.2. Adversely affected Applicants will have ten (10) days to appeal such decision(s) by requesting a contested case proceeding in accordance with Iowa Administrative Code rules 129—22.5(4) and 129—6. Failure to challenge the Office’s decision within the ten-day (10) period shall waive any other claims an Applicant may have as it relates to the Office’s administration of the process and otherwise be deemed a failure to exhaust administrative remedies.
  - 7.2.3. Applicants may appeal an adverse decision only for a timely submitted Application.  
Any Appeal must clearly and fully identify all issues being contested and demonstrate what requirements or procedures of or in applicable law, rule, or the NOFA were not followed or were violated.
- 7.3. Following an Award, a successful Applicant will be required to execute a Grant Agreement with the Office as a condition precedent to receiving grant funds:

- 7.3.1. Should the Office and Applicant fail to reach an agreement, the Office may revoke any prior Award and award the corresponding funds to other Applicants or Grantees, or open additional rounds for Applications.
- 7.3.2. In addition to any terms or conditions contained in the Grant Agreement, the provisions of Iowa Administrative Code rule 129—22.6 shall govern the administration of such Award.
- 7.4. To the extent Applicant is awarded grant funds, pursuant to Iowa Code section 8B.11 and Iowa Administrative Code rule 129—22.6(5), the Office possesses the authority to determine whether a Grantee has complied with the terms, conditions, or requirements of Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and the Grant Agreement, and to issue a decision necessary to effectuate compliance with the same. Any such decision shall become final unless within thirty (30) days of the transmission of such decision, Applicant files a request for a contested case proceeding pursuant to 129—6 (Contested Cases). Failure to request a contested case within the thirty-day (30) period shall waive any claims an Applicant may have related to the administration of an Award, Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and the Grant Agreement, and otherwise be deemed a failure to exhaust administrative remedies.
- 7.5. Upon completion of any Project supported, in whole or in part, by State grant funds, Applicant will be required to:
  - 7.5.1. Certify that the Project was completed as proposed/represented in Exhibit B of the Core Application, including that:
    - 7.5.1.1. The final installation Facilitates Broadband service at or above 100/20 Broadband or 100/100 Broadband, whichever is applicable, in each of the Targeted Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project; and
    - 7.5.1.2. The final installation Facilitates Broadband service at or above 100/20 Broadband or 100/100 Broadband, whichever is applicable, to the same number of Broadband Units (homes, schools, businesses) located within the Targeted Service Areas identified in Exhibit B of the Core Application and forming the basis of the Project.
  - 7.5.2. Identify the total number of Broadband Units to which Broadband service is available in each Targeted Service Area identified in the Application and forming the basis of the Project.
  - 7.5.3. Supply the Office with geographic information system (“GIS”) data in a form acceptable to the Office demonstrating specifically where Broadband Infrastructure for which grant funds have been utilized, in whole or in part, has been installed, regardless of whether such Broadband Infrastructure actually serves any customers in Targeted Service Area(s) forming the basis of the Application at the time such mapping data is supplied to the Office. Such GIS data must enable the Office to determine which specific homes, schools, and businesses within each Targeted Service Area forming the basis of the Project have access to 100/20 Broadband or 100/100 Broadband, whichever is applicable, as a result of the Project.
  - 7.5.4. Permit the Office to conduct performance tests upon request to verify compliance with Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and any Grant Agreement. Such performance tests may include but not be limited to:
    - 7.5.4.1. Speed tests anywhere between a Grantee’s central office and the demarcation at any customer’s location in a Targeted Service Area or census block in which the Project was to be deployed;
    - 7.5.4.2. In the case of wireless installations, from any location in a Targeted Service Area or census block in which the Project was to be deployed; and/or

- 7.5.4.3. In the case where a Grantee does not have a customer in a Targeted Service Area being served by the installation, certification obtained by the Grantee and supplied to the Office from an independent, third party, properly licensed engineer that the installation facilitates broadband service at or above 100/20 Broadband or 100/100 Broadband, whichever is applicable, in applicable Targeted Service Area(s) identified in the original Application. The costs of such certification shall be borne by the Grantee.
- 7.5.5. As it relates to expenditures for which Grantee seeks reimbursement:
  - 7.5.5.1. Submit a final summary of all Allowable Expenditures for which Grantee seeks reimbursement on forms supplied by the Office;
  - 7.5.5.2. Certify and attest that such Allowable Expenditures are true, accurate, and in fact constitute Allowable Expenditures, actually and previously incurred by Grantee;
  - 7.5.5.3. To the extent applicable, certify and attest that such Allowable Expenditures are properly or correctly allocated in accordance with the allocation methods approved by the Office as part of the Outside TSA Infrastructure Process;
  - 7.5.5.4. Certify and attest that such Allowable Expenditures were not incurred prior to the period established by this NOFA beginning July 1, 2021 and are otherwise payable or reimbursable in accordance with NOFA #006.

## **8. Authorization to Release Information.**

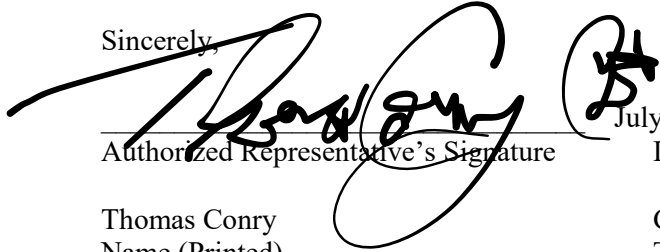
- 8.1. Applicant hereby authorizes the Office, independent contractors, or other third parties acting on behalf of or directed by the Office to obtain information regarding Applicant's performance on other contracts, agreements or other business arrangements, its business reputation, or any other matter pertinent to evaluation and the selection of a successful Applicant in response to the NOFA. Applicant further authorizes representatives of the Office, independent contractors, or other third parties acting on behalf of or directed by the Office to contact any of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in Applicant's Application submitted in response to the NOFA.
- 8.2. Applicant acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Applicant acknowledges that the information and opinions given by such a person or entity may hurt its chances to receive an Award from the Office or may otherwise hurt its reputation or operations. Applicant is willing to take that risk.
- 8.3. Applicant hereby releases, acquits and forever discharges the State of Iowa, the Office, their officers, directors, employees, and agents from any liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Office, independent contractors, or other third parties acting on behalf of or directed by the Office in the evaluation and selection of successful Applicants in response to the NOFA.
- 8.4. Except where and solely to the extent a confidentiality agreement, nondisclosure agreement, or similar agreement with a person or entity precludes the disclosure of trade secrets or other proprietary or confidential technical, financial or business information, Applicant authorizes any and all persons and entities to provide information, data, and opinions with regard to Applicant's performance under any contract, agreement, or other business arrangement, Applicant's ability to perform, business reputation, and any other matter pertinent to the evaluation of Applicant's Application. To the extent of such authorization, Applicant hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting Applicant that it may have or

ever claim to have relating to information, data, opinions, and references supplied to the Office, independent contractors, or other third parties acting on behalf of or directed by the Office in the evaluation and selection of a successful Applicant in response to the NOFA. The preceding authorization and release is not intended and shall not be construed to waive any rights or limit any remedies the Applicant may have pursuant to the terms of the Grant Agreement.

- 9. Certification of Compliance.** I certify on behalf of the Applicant that I will comply with the terms, conditions, and requirements of Iowa Code section 8B.11, Iowa Admin. Code ch. 129—22, and this NOFA.

In addition to any criminal penalties authorized by Iowa Code section 720.2 that may result from any false statements of material fact made herein or any other remedies available at law, equity, or otherwise, an Applicant that is subsequently determined to have made a statement, representation, warranty, certification, or attestation in an Application, or any attachments or enclosures associated therewith, that is later proven untrue in any material respect shall be obligated to repay the Office the entire amount of any grant funds previously distributed by the Office to the Applicant.

Sincerely,



Authorized Representative's Signature

July 28, 2021

Date

Thomas Conry  
Name (Printed)

CEO  
Title

Farmers Mutual Cooperative Telephone Co. NOFA #0006  
Entity NOFA Number



