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Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any offeror.

4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

5. Expenses of Proposal

An offeror will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the

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State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a supplier, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation,

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the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the supplier at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

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As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following:
 “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

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25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Suppliers must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in solicitation responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete solicitation file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

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33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

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39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The supplier is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

Revised 06/03/2025

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Request for Proposal



Alabama Digital Expansion Division Consultant

Issue Date: September 11, 2025 **Proposal Due Date:** October 6, 2025

The Alabama Department of Economic and Community Affairs (ADECA) is issuing a Request for Proposals (RFP) from interested parties to serve as a consultant to the Alabama Digital Expansion Division. The consultant will support ADECA's administration and implementation of Alabama's broadband grant programs.

The term of the initial contract will not exceed two years from the execution of the contract, when services are no longer required, or once the state and federal program funding has been exhausted. However, ADECA's selection of a respondent for the initial contract does not constitute a commitment by ADECA to award any contract extension or future contract, for this or any future project, to the selected respondent.

Issuance of this RFP in no way constitutes a commitment by ADECA to award a contract. The final terms of engagement will be set out in a contract between the selected respondent and ADECA. Provisions of this RFP and the accepted proposal may be incorporated into the terms of the contract. The selected respondent must be registered to do business with the State of Alabama through the Alabama Buys. For more information, visit Alabama Buys at alabamabuys.gov.

A. Program Overview

On March 28, 2018, Governor Kay Ivey, signed the Alabama Broadband Accessibility Act. On May 30, 2019, Governor Kay Ivey signed Act 2019-27 amending the Alabama Broadband Accessibility Act. These acts established and amended the Alabama Broadband Accessibility Fund for the purpose of promoting the availability of high-speed broadband services in unserved rural Alabama in order to encourage economic development, education, health care, and emergency services. Additionally, ADECA is responsible for administering

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several federal broadband grant programs, including but not limited to the Alabama Statewide Middle-Mile Network program, the Alabama Capital Projects Fund program, the Alabama Anchor Institution/Middle-Mile program, and the Broadband Equity, Access, and Deployment program.

B. Anticipated Scope of Work

The purpose of this proposal request is to identify the consultant most advantageous to ADECA in meeting the state's digital expansion and broadband deployment goals. In general, the responding consulting firm will be required to demonstrate its experience successfully coordinating large scale telecommunication infrastructure projects, capability to assist government and economic development agencies with a regional/community broadband needs assessment, developing and implementing a strategy for archiving grant information, mapping, implementing and administering federal grant programs, and other related activities. Therefore, ADECA is seeking a consultant to undertake the following:

- # **Technical Expertise for Grant Program Development** – demonstrate how the proposer will provide technical expertise, resources, and information to assist in the development of program guides for administration of federal grant funds administered by ADECA and grant funds offered by the State of Alabama to support service provider deployment of infrastructure. Additionally, demonstrate how the proposer will assist with grants management system development and implementation, ongoing monitoring and compliance of grant activities, and validation and completion review of projects.
- # **Review of Other Funding** – demonstrate how the proposer will identify other federal funds and develop strategies for leveraging state and local funds to maximize investment of federal funds in Alabama.
- # **Legislation Review and Recommendation** – demonstrate how the proposer will review federal legislation and legislation in Alabama and other states in order to recommend changes to existing legislation, proposed legislation, and/or additional legislation in Alabama. Additionally, demonstrate how the proposer will provide analysis on any legislation proposed by other parties, any federal legislation, and how it would impact Alabama's programs.
- # **Identify and Convene Stakeholders** – demonstrate how the proposer will identify stakeholders and assist in the management of convening stakeholder meetings and planning sessions. Additionally, demonstrate how the proposer will provide support and technical assistance to grant applicants and recipients and provide reports and support for ADECA regarding legislative oversight, the Alabama Digital Expansion Authority, and other stakeholders as needed.
- # **Current and Future Mapping** – demonstrate how the proposer will provide mapping of existing broadband availability and a system for updating broadband maps over time.
 - o all maps will be provided in an editable form and in a format ADECA staff can utilize with existing hardware and software
 - o maps will be consistent with federal mapping requirements for states
 - o coordinate and recommend incorporating Federal Communications Commission maps for the state's broadband activities
- # **Statewide Strategic Plan** – demonstrate how the proposer will provide strategies for driving deployment of scalable broadband infrastructure throughout Alabama with a particular focus on rural areas of the state that lack scalable broadband infrastructure to include needs assessment, potential branding, and promotion. Additionally, demonstrate how the proposer will develop strategies to fill gaps in broadband deployment during and after existing grant-funded deployments are complete.
- # **Regional Planning Support** - demonstrate how the proposer will provide continuing planning assistance to rural counties, municipalities and economic development agencies

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as these entities develop a broadband infrastructure needs assessment and strategies for addressing needs.

- # **Other Activities** – demonstrate how the proposer will provide needed expertise in the development and implementation of new grant programs, environmental and historic preservation requirements, and other state and federal initiatives and compliance requirements as needed. Additionally, demonstrate how the proposer will support ADECA in federal reporting requirements.
- # **Financial Management Assistance** – demonstrate how the proposer will support budget development and management across programs and coordinate federal budget reporting.

It is our expectation that, upon selection, we will develop and agree to a scope of work to be delivered by the Proposer, keeping in mind that we are held to stringent cost-control measures and always seek to be good stewards of the state's and federal government's resources.

The scope and subsequent staff requirements to support ADECA are dynamic and always influenced by state budget fluctuations, local, state and national events, and other unforeseen circumstances. While every effort is made to define and follow a specified scope of work, there is no guarantee that such scope or budgets will be maintained.

C. Submission Requirements

In order to be considered complete, any proposal must contain the following:

- # Headquarters address and other offices
- # Years in business
- # Ownership
- # Proposer's leadership with bios
- # Number of employees
- # Billings: 2023, 2024 and projected 2025
- # Describe proposer's philosophy and what makes the proposer unique or different.
- # List the proposer's current clients – please describe any potential conflicts.
- # List the proposer's former clients within the last two years and please describe any potential conflicts such as other broadband plans.
- # List the proposer's current or previous experience involving statewide broadband strategic planning (please provide at least one case study).
- # List the proposer's current or previous experience involving statewide broadband mapping projects (please provide at least one case study).
- # Please include two additional case studies of the proposer's best work regardless of client type (include the strategy, execution and results).
- # Provide bios of the team members who would work on this assignment, including their experience working with broadband grant programs, planning, and mapping.
- # Describe the digital security and privacy policies the proposer has in place and any completed certifications.
- # As a respondent, the proposer has a continuing obligation to disclose information throughout the RFP process should any qualifications or situations change that might render the proposer as an unqualified candidate.
- # If selected, the proposer must be qualified with the Secretary of State to conduct business in the State of Alabama. For more information, visit the Secretary of State website at www.sos.alabama.gov and click Corporations.
- # State of Alabama Disclosure Statement

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Please indicate proposer’s capabilities (yes or no) in each category below and, if yes, whether services are provided by in-house staff or are outsourced and if so, to whom.

- # Proposer must have five years working in or with the telecommunications industry. This includes demonstrating an ability to explain the broadband infrastructure construction process and the related costs (both wired and wireless).
- # Proposer must display a track record of successful interface with broadband service providers and other broadband infrastructure owners that have produced positive outcomes for states, counties and municipalities.
- # Proposer must submit three references from previous engagements providing similar services including at least two references working with federal or state government.
- # Cost will be evaluated comparatively, so respondents are encouraged to provide their best price.

Please provide references

- o Please provide three current client references
- o If possible, at least one of the above should pertain to statewide broadband mapping, planning, and/or broadband grant program development/administration

Incomplete proposals will be disqualified and will not be considered for award. ADECA reserves the right to contact any respondent for additional information and/or clarifications.

D. Submittal Instructions

Proposals must be received before 5:00 P.M. CST on October 6, 2025. Any proposal received by ADECA after this deadline will be disqualified and will not be considered for award. It is the respondent’s responsibility to confirm that a proposal is received on time.

Proposals must be emailed to RFP@adeca.alabama.gov as a PDF document with the subject line “Response to the BEAD Program Consultant RFP.”

Proposals may be modified or withdrawn prior to the deadline. In order to modify or withdraw a proposal, the respondent must submit the modification or the intent to withdraw to RFP@adeca.alabama.gov. Any modification or withdrawal received after the deadline will be considered late and will not be considered.

In accordance with Alabama Administrative Code § 355-4-3-.09, this RFP may be cancelled and/or any and all proposals may be rejected in whole or in part when doing so is in the best interest of the State. In the event that the RFP is cancelled, a notice of cancellation will be sent to appropriate recipients.

E. Selection Criteria

All proposals submitted in response to this RFP will be evaluated by ADECA. In addition to reviewing proposals to determine whether they meet the general and minimum requirements, ADECA will consider and evaluate the following factors:

Responses to RFP will be used to evaluate the Contractor on the following criteria:

- i. Experience (20%)
- ii. Comprehensiveness (25%)
- iii. Strategy (30%)
- iv. Cost (25%)

Any proposal that is incomplete and/or submitted after the deadline will be ineligible for award.

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F. Public Access to Information

All proposals received become records of ADECA and will be open to inspection by the public after award unless exempt from disclosure under Alabama law or regulation.

If the respondent chooses to include Confidential Information, as defined by State of Alabama Department of Finance Administrative Code § 355-4-1-.03, the respondent may designate the information as such and request that the information be exempt from disclosure. The respondent must clearly designate the part of the response that contains Confidential Information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal. Copies shall be clearly identified as either “Original Copy” or “Redacted Copy”. Regardless of any markings or requests by the respondent, ADECA may evaluate proposals to determine whether information should be considered as Confidential Information. The decision as to whether such confidentiality is appropriate rests solely with ADECA.

G. Further Discussion

Under State of Alabama Department of Finance Administrative Code § 355-4-3-.03(9), ADECA may amend this RFP after its issuance. Any such amendment will be sent to all prospective respondents known to have received the RFP within a reasonable time to allow prospective respondents to consider it in preparing proposals. Any respondent who receives an amendment to this RFP must acknowledge receipt of the amendment via email to RFP@adeca.alabama.gov.

ADECA may conduct discussions with respondents who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of any such discussions will be to promote a better understanding of ADECA’s requirements and/or to facilitate arriving at a contract.

A proposal may be selected for award without discussion between ADECA and a respondent. Discussion between ADECA and a respondent does not imply any increased likelihood of selection for award.

Questions pertaining to this RFP may be submitted to broadband.fund@adeca.alabama.gov by 5:00 P.M. CST on September 18, 2025. Responses to questions will be posted publicly to STAARS and as an amendment to the RFP on alabamabuys.gov.

H. Contract Terms

This solicitation is not a contract and does not create an obligation or a contractual relationship between ADECA and any respondent; such obligation shall commence only upon the execution of a contract by the parties and the approval of said contract by the State of Alabama.

The following terms, along with the additional terms for contracts and agreements funded by the U.S. Department of Commerce Economic Development Administration (EDA) Statement Planning Act (Addendum 1), the U.S. Department of the Treasury Coronavirus Capital Project Fund (CPF) and Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grants (Addendum 2), and the National Telecommunications and Information Administration (NTIA) Broadband Equity, Access, and Deployment (BEAD) Program (Addendum 3), are expected to be included in any future contract between ADECA and the selected contractor. ADECA reserves the right to add terms and conditions to any final contract as necessary, within the scope of this solicitation.

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1. Required Post-Selection Submissions

In order to execute a contract, the selected respondent will be required to submit the following items to ADECA:

- # Immigration Status Form*;
- # State of Alabama Disclosure Statement*;
- # E-Verify Program for Employment Verification Memorandum of Understanding;
- # Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act*; and
- # W-9 Request for Taxpayer Number and Certification.

*Blank templates for these forms can be found at the following link: <https://alison.legislature.state.al.us/contract-review?tab=3>.

2. Term of Contract and Acknowledgment

The contract will begin upon the date of the Governor's signature and will expire 24 months after the effective date. The contract will not be effective until it has received all requisite state and government approvals, and the selected respondent shall not begin performing work under the contract until notified to do so by ADECA. The selected respondent will be entitled to no compensation for work performed prior to the effective date of the contract.

3. Funding

The total amount to be paid to the selected respondent will be determined during the procurement process.

4. Method of Payment

The selected respondent shall be paid upon submission of invoices that set out professional services rendered and related expenses.

5. Contractor Not Entitled to Merit System Benefits

Under no circumstances shall the selected respondent be entitled to receive the benefits granted to State employees under the Merit System Act.

6. Amendments

Any and all requests for amendments and/or modifications to the contract must be submitted in writing to ADECA and approved by ADECA prior to implementation. Some modifications may require an amendment to the contract. Any changes to the contract award amount will require an amendment to the contract.

7. Hearing on Appeal

The selected respondent shall have the right to appeal any determination to terminate the contract made by ADECA; however, if the selected respondent fails to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or fails to request and receive approval from ADECA for extension of such, then the selected respondent shall have no further right of appeal.

A hearing shall be conducted at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the selected respondent.

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8. Non-appropriation and Proration and Not to Constitute a Debt of the State

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

9. Conflicting Provision

If any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of the contract be enacted, then that conflicting provision in the contract shall be deemed null and void.

10. Immunity and Dispute Resolution

The parties to the contract will recognize and acknowledge that ADECA is an instrumentality of the State of Alabama and, as such, it is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of the contract shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of the contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

11. Disclaimer

ADECA will specifically deny liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No subrecipient, contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any subrecipient, contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any subrecipient, contractor, or agency, or any other person.

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12. Access to Records

The Director of ADECA, the Chief Examiner of Public Accounts, the Comptroller General of the United States (if Federal funds), Federal Offices of Inspector General, the U.S. Government Accountability Office, the Pandemic Relief Accountability Committee, Treasury, Commerce, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records (electronic or otherwise) of the selected respondent for the purposes of making audits, inspections, financial reviews, examinations, excerpts, transcripts, or other investigations. This right also includes timely and reasonable access to personnel of the selected respondent for the purpose of interview and discussion related to such contract or agreement. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. Right to Audit

During the term of the contract, ADECA shall have the right, consistent with applicable Federal and State law and upon reasonable prior notice to the selected respondent, to have access during normal business hours to the selected respondent's facilities and systems to monitor and audit the selected respondent's administrative, technical, and physical safeguards and compliance with ADECA policies and the State of Alabama IT Policies and other Federal and State laws.

14. Assignability

The selected respondent shall not assign any interest in the contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto. Any assignment made by the Subrecipient in violation of this section shall be void.

15. Contingency Clause

It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the program for which the contract shall be made. If the contract involves federal funds, the amount will be adjusted by the amount of any federal rescissions and/or deferrals.

Payment made by ADECA under the terms of the contract shall not constitute final approval of documents submitted by the selected respondent or of procedures used in formulating requests for payment to the selected respondent.

16. Conflict of Interest

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for an award: (1) the individual or a board member of the firm or organization, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs, or is about to employ any of the above. The selected respondent will certify by signing the contract that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in the contract nor will the selected respondent hire any person having such conflicting interest. The selected respondent will further certify that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

17. Audit Requirements

All subrecipients of Federal funds must follow the audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200,

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Subpart F. Additionally, if any subrecipient receives more than \$500,000.00 collectively in State General Fund appropriations in their fiscal year from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and the Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in the contract shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to the following mailing address or emailed to audit@adeca.alabama.gov:

Alabama Department of Economic and Community Affairs
ATTENTION: Audit Section
P.O. Box 5690
Montgomery, Alabama 36103-5690

An additional copy of all required audits must be submitted to the following mailing address:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F § 200.512.

18. Audit Exceptions, Unresolved Questioned Costs, and Outstanding Debts

The selected respondent will certify by signing the contract that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA, or to the Federal government under any program where it has not arranged a repayment plan.

19. Suspension of Payments

Payments under the contract may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the selected respondent incur an unresolved audit exception, have unresolved questioned costs, or finding of inadequacy as a result of any project monitoring by ADECA or any division thereof, ADECA shall not enter into any other contract, agreement, grants, etc. with said Contractor until the audit exception, questioned cost, or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc. with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

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20. Disclosure Statement

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for all grant proposals in excess of \$25,000.00 and all proposed contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 of the Alabama Code or any law requiring formal solicitation procedures for public contracts.

21. Compliance with Federal, State, and Local Laws

In addition to the provisions provided in the contract, the selected respondent shall be responsible for complying with any and all other applicable laws, ordinances, codes, and regulations of the Federal, State, and local governments, and shall be solely responsible for any recoupments or penalties that might arise from such noncompliance. Such compliance includes but is not limited to any federal, state, and local procurement, competitive bidding, public works, public meeting, permitting, environmental, historic preservation, land use, property standards, labor, nondiscrimination, or reporting requirements. Such compliance also include, but is not limited to, Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25a-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Ala. Code § 41-16-5, the selected respondent hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing the contract, the parties will affirm for the duration of the contract that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

By signing the contract, the selected respondent affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

22. Nondiscrimination

The selected respondent shall be prohibited from discriminating based on race, color, religion, sex, age, disability, familial status, national origin, or limited English proficiency.

23. OMB Uniform Guidance for Federal Awards

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200)

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be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

i. Termination

A clause addressing termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions will apply to termination under the contract, whether termination by ADECA or by the selected respondent. The performance of work under the contract may be terminated in whole or in part for the following circumstances:

- (1) **Termination for Convenience.** The contract may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. In the event of termination for convenience by ADECA, senior officials of both parties shall meet and engage in good faith discussions regarding the termination conditions, including but not limited to any amendments to the contract necessary to closeout the Project and settle the disposition of Project Property, in accordance with applicable law and guidance, where appropriate. In the event of termination for convenience by the selected respondent, the selected respondent will be subject to the relevant terms of this contract, including clawback provisions.
- (2) **Termination for Cause.** If, through any cause, the selected respondent fails to fulfill in a timely manner its obligations under the contract or if the selected respondent violates any of the covenants, agreements, or stipulations of the contract and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the selected respondent, ADECA shall thereupon have the right to immediately terminate or suspend the contract by giving written notice to the selected respondent of such termination or suspension and specifying the effective date thereof.

In the event of termination for either convenience or cause, all property finished or unfinished, documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the selected respondent under the Contract shall at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA.

Notwithstanding the above, the selected respondent shall not be relieved of any liability to ADECA for damages sustained by ADECA by virtue of any breach of the contract by the selected respondent and ADECA may withhold any payments to the selected respondent for the purpose of setoff until such time as the exact amount of damages to ADECA for the selected respondent is determined, and the selected respondent may further be subject to reimbursement of program funds if ADECA determines that the selected respondent is unable to remedy any breach of this contract to ADECA's satisfaction .

ii. Equal Employment Opportunity

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, the Contractor, during the performance of this contract, hereby agrees as follows:

- (1) **The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual**

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orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in

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every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

iii. Copeland “Anti-Kickback” Act

In the event the contract is for an amount in excess of \$2,000, the selected respondent shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a contractor or subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland “Anti-Kickback” Act, ADECA shall report such violation to the Federal awarding agency.

iv. Contract Work Hours and Safety Standards Act

In the event the contract is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the selected respondent shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

v. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

vi. Clean Air Act and Federal Water Pollution Control Act

In the event the contract is for an amount in excess of \$150,000, the selected respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. § 1251–1387). ADECA shall report any suspected

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or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

vii. Debarment and Suspension

This Contract is subject to, and the selected respondent shall comply with, the debarment and suspension provisions set forth in 2 C.F.R. Part 180, Treasury's implementing regulations at 31 C.F.R. Part 19, and Commerce's implementing regulations at 2 C.F.R. Part 1326, as applicable. The selected respondent will be prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

The selected respondent shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System for Award Management website at <http://www.SAM.gov>.

The selected respondent will certify by entering into the contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into the contract by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of the contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities or a person who has critical influence or substantive control over the operations of the selected respondent.

The selected respondent will certify that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Contractor shall immediately notify the Department if any subcontractor becomes debarred or suspended and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Contract. If the selected respondent fails to comply with the obligations in this section, ADECA shall not make any payment of the Grant Amount to the selected respondent and ADECA shall have no further obligations to the selected respondent under the contract until such noncompliance is cured. Such action shall be separate from and in addition to any remedies the federal government may pursue.

viii. Byrd Anti-Lobbying Amendment

In the event the contract is for an amount exceeding \$100,000, contractors and subrecipients shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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ix. Procurement of Recovered Materials

The selected respondent shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

x. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The selected respondent and any contractors or subcontractors shall comply with all applicable provisions of Section 889 of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, Pub. L. No. 115-232. The selected respondent and any contractors or subcontractors shall not use the Grant Amount to: (a) procure or obtain covered telecommunications equipment or services; (b) extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity

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owned or controlled by, or otherwise connected to, the government of a covered foreign country.

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

When the selected respondent accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The selected respondent is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

xi. Domestic Preferences for Procurements

- (1) As appropriate and to the extent consistent with law, the selected respondent or subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (2) For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (3) The Contractor shall comply with all applicable provisions of the Build America, Buy America Act set forth in Sections 70901-70927 of the IIJA consistent with applicable law and guidance including but not limited to 2 C.F.R. Part 184, Executive Order 14005, and OMB Memo M-24-02, as well as any applicable waivers issued by Federal agencies.

In addition to the above clauses, the selected respondent will agree with, and shall adhere to, the following:

24. Whistleblower Protection

This contract is subject to the whistleblower protections afforded by 41 U.S.C. § 4712. Generally, this law provides that an employee or contractor (including subcontractors) of a non-federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information to any of the list of persons or entities provided below that they reasonably believe is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (a) a member of Congress or a representative of a committee of Congress; (b) an

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Inspector General; (c) the U.S. Government Accountability Office; (d) a NTIA employee responsible for contract or grant oversight or management; (e) an authorized official of the Department of Justice or other law enforcement agency; (f) a court or grand jury; and/or (g) a management official or other employee of the Department, Subrecipient, contractor, subcontractor, or other entity who has the responsibility to investigate, discover, or address misconduct. Non-federal entities and contractors under federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712 in the predominant native language of the workforce.

25. Drug-Free Workplace Requirements

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. § 8101 *et seq.*), the Drug-Free Workplace Act of 1988, the selected respondent must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

26. Political Activity

The selected respondent shall comply with the Hatch Act, 5 U.S.C. § 1501 *et seq.*, regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the selected respondent or ADECA under the contract shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

27. Human Trafficking Provisions

The contract shall be subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

28. Purchases of American-Made Equipment and Products

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that, to the extent practicable, all equipment and product purchases with funds from this contract should be American-made.

29. Mandatory Disclosures

Pursuant to 2 C.F.R. § 200.113, the selected respondent must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.

ADDENDUM 1

ADDITIONAL TERMS FOR CONTRACTS AND AGREEMENTS FUNDED BY THE U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) STATEWIDE PLANNING GRANT

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In addition to the other terms provided, the Alabama Department of Economic and Community Affairs (Department) and the selected respondent or contractor (Contractor) (collectively, Department and Contractor are the “Parties”), agree with and shall adhere to the following additional terms, as applicable, in the event that any payment made by Department to Contractor under the contract uses Federal grant funds received by Department pursuant to the U.S. Department of Commerce Economic Development Administration (EDA) Statewide Planning Grant:

A. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Contractor acknowledges that the Department is bound by its agreement with EDA to the following Project Development Time Schedule:

Authorized Award End Date: Thirty (30) months from the Date of Award

Submission of Final Project Progress Report: No later than one hundred and twenty (120) days from the Authorized Award End Date

Submission of Final Financial Documents (SF-425): No later than one hundred and twenty (120) days from the Authorized Award End Date

The Contractor shall provide the Department with its Final Project Progress Report and Final Financial Documents, to be incorporated into the Department’s final filings, no less than ten (10) business days before the deadline imposed on the Department by EDA. The Contractor will diligently pursue the development and implementation of the project so as to ensure completion within this time schedule and shall promptly notify the Department in writing of any event that could substantially delay meeting any of the time limits set forth above.

B. **REPORTS:**

i. The Contractor agrees to provide the Department with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. These reports are due no later than April 15 and October 15.

Performance reports shall be submitted to the Department in an electronic format, not exceeding six pages, and shall:

- a. Provide a concise overview of the activities undertaken during the semi-annual reporting period;
- b. Document accomplishments, benefits, and impacts of the project. The Recipient should identify activities that have led to specific outcomes, such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, or other positive economic development benefits;
- c. Identify any upcoming or potential press events or opportunities for collaborative press engagements to highlight the benefits of the EDA investment;
- d. Compare progress on the project with the targeted schedule, explaining any departures, identifying how those departures will be remedied, and projecting the course of work for the next semi-annual reporting period;
- e. Outline challenges impeding or that may impede progress on the project over the next semi-annual reporting period and identify ways to address those challenges;
- f. Outline any areas in which EDA assistance is needed to support the project; and

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- g. Provide any other information that would be helpful for the Project Officer to know.

The Contractor must also submit a Final Project Report to the Department. This report will be incorporated into the Final Project Report to be sent to EDA, and should not include information that is copyrighted, confidential, or otherwise sensitive. This report should:

- a. Provide a high-level overview of the activities undertaken;
 - b. Outline the specific regional need the project was designed to address and explain how the project addressed that need and advanced economic development;
 - c. Document the expected and actual economic benefits of the project as of the time the report is written;
 - d. Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and
 - e. Provide any other information necessary to understand the project and its impacts.
- ii. The Contractor shall submit to the Department a Federal Financial Report (Form SF-425 or any successor form) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing it are available at: <https://www.grants.gov/forms/post-award-reporting-forms.html>. These reports are due no later than one month following the end of the semi-annual period April 15 and October 15.

A final Form SF-425 must be submitted no more than seventy-five (75) calendar days after the Award End Date. Final Financial Reports should follow the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported.

- C. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (Form CD-540), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200. The Contractor must submit a line-item budget to the Department.
- D. **TECHNICAL ASSISTANCE TO BUSINESSES:** Any technical assistance offered to businesses under the EDA award shall be widely advertised and accessible to all potentially benefitting businesses. The Contractor shall maintain adequate documentation of any technical assistance offered and/or provided to benefitting businesses under the EDA award.
- E. **PERFORMANCE MEASURES:** The Semi-Annual Program Outputs Questionnaire for EDA Grantees (Non-infrastructure programs) (Form ED-916) must be submitted by the Contractor to the Department on a semi-annual basis during the period of performance. The Contractor will be provided with the first electronic Outputs Questionnaire approximately six months after the date the period of performance starts, as set forth in Form CD-450. The Contractor will then be provided with subsequent electronic Outputs Questionnaires approximately every six months thereafter through the end of the period of performance, or any portion thereof if applicable. The Contractor must complete and submit to the Department each electronic Outputs Questionnaire within 15 days of receipt.

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The Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917) or the Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918) must be submitted by the Contractor to the Department on an annual basis for five years, or as otherwise directed by EDA. The Contractor must submit Form ED-918. The Contractor will receive whichever Outcomes Questionnaire is most appropriate, as determined by the Project Officer, for the Authorized Scope of Work. The Contractor will be provided with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in Form CD-450. The Contractor will then be provided with subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 15 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance. The Contractor agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). The Contractor must collect sufficient data and retain sufficient documentation to enable the Department to complete required GPRA Reports.

- F. DEPARTMENT OF COMMERCE TERMS AND CONDITIONS: Contractor shall comply with the Department of Commerce Financial Assistance Standard Terms and Conditions, as applicable, which are hereby incorporated by reference.

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ADDENDUM 2

ADDITIONAL TERMS FOR CONTRACTS AND AGREEMENTS FUNDED BY THE U.S. DEPARTMENT OF THE TREASURY (TREASURY) CORONAVIRUS CAPITAL PROJECT FUND (CPF) GRANT AND THE U.S. DEPARTMENT OF THE TREASURY (TREASURY) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) GRANT

In addition to the other terms provided, the Alabama Department of Economic and Community Affairs (Department) and the selected respondent or contractor (Contractor) (collectively, Department and Contractor are the “Parties”), agree with and shall adhere to the following additional terms, as applicable, in the event that any payment made by Department to Contractor under the contract uses Federal grant funds received by Department pursuant to the U.S. Department of the Treasury (Treasury) Coronavirus Capital Projects Fund (CPF) grant award under Federal Award Identification Number (FAIN) CPFFN0162, Assistance Listing 21.029 (CPF Grant) and shall adhere to the following in accordance with: (i) Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (ARPA); (ii) 42 U.S.C. § 804; (iii) Ala. Act No. 2022-1; (iv) the Alabama Broadband Accessibility Act, Ala. Code §§ 41-23-210–41-23-214; and (v) other applicable laws and guidance:

- A. **CPF PROFESSIONAL SUPPORT SERVICES:** The Contractor shall provide professional support services to the Department to facilitate effective management and oversight of the Department’s programs supported by the CPF Grant, including consultation for ensuring compliance with legal, regulatory, and other requirements. Such services shall include, but not be limited to, assisting the Department with:
 - i. Administering the CPF Grant funds by developing program materials and supporting Department compliance with Federal CPF requirements and deadlines;
 - ii. Providing technical assistance to subrecipients and potential subrecipients of CPF Grant funds regarding program obligations;
 - iii. Complying with CPF Grant administration and audit requirements by providing technical review of subrecipient project reports and other program submissions, and by conducting associated broadband data collection, mapping, and reporting in furtherance of the Department’s programs supported by the CPF Grant; and
 - iv. Facilitating community engagement and other outreach activities in accordance with the CPF Grant.

- B. **REPORTS:** The Contractor shall provide any information requested by the Department necessary to support compliance by the Department and the state with any reporting, audit, or informational obligations required by Treasury or the conditions of the CPF Grant. In addition, the Contractor agrees to work with the Department to provide:
 - i. **CPF Quarterly Project and Expenditure Reports.** Each CPF Quarterly Project and Expenditure Report will cover a three-month period, as established by Treasury. The CPF Quarterly Project and Expenditure Reports shall contain all information required by Treasury, including the information specified in Treasury’s CPF Compliance and Reporting Guidance, Treasury’s CPF Project and Expenditure Report User Guide, and any other CPF reporting guidance issued by Treasury. The CPF Quarterly Project and Expenditure Reports shall utilize or conform to any template provided by Treasury. The Contractor shall diligently pursue the development of the CPF Quarterly Project and Expenditure Reports so as to ensure completion and submission by the relevant deadline and shall promptly notify the Department in writing of any event that could substantially delay meeting the relevant deadline. The CPF Quarterly Project and Expenditure Reports shall be submitted to Treasury in accordance with the Memorandum of Agreement between the Department and the Alabama Department of Finance for the CPF Grant (CPF Grant MOA).

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- ii. **CPF Annual Performance Reports.** Each CPF Annual Performance Report will cover a one-year period, as established by Treasury. The CPF Annual Performance Reports shall contain all information required by Treasury, including the information specified in Treasury’s CPF Compliance and Reporting Guidance and any other CPF reporting guidance issued by Treasury. The CPF Annual Performance Reports shall utilize or conform to any template provided by Treasury. The Contractor shall diligently pursue the development of the CPF Annual Performance Reports so as to ensure completion and submission by the relevant deadline and shall promptly notify the Department in writing of any event that could substantially delay meeting the relevant deadline. The CPF Annual Performance Reports shall be submitted to Treasury in accordance with the CPF Grant MOA.

Any publications produced by the Contractor with funds from the CPF Grant must display the following language, as applicable: “This project [is being] [was] supported, in whole or in part, by Federal award number CPFFN0162 awarded to the State of Alabama by the U.S. Department of the Treasury.

- C. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Pursuant to the CPF Grant and applicable law, CPF Grant funds shall only be used for authorized costs incurred by the Contractor. CPF Grant funds shall not be used, whether directly or indirectly, to support or oppose collective bargaining. CPF Grant funds shall be used to supplement, not supplant, other Federal or state funds that have been made available for the purposes for which the CPF Grant funds may be used. The Contractor must submit a line-item budget for its work under the CPF Grant to the Department for review and approval. The Department is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the budget approved by the Department.

With regard to the Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grant award under FAIN SLFRP2635, Assistance Listing 21.027 (SLFRF Grant), the Contractor shall adhere to the following in accordance with: (i) Section 9901 of ARPA; (ii) 42 U.S.C. § 802; (iii) 31 C.F.R. Part 35, Subpart A; (iv) the Final Rule adopted for the ARPA SLFRF, 87 Fed. Reg. 4338 (Jan. 27, 2022) (SLFRF Final Rule); (v) Ala. Act Nos. 2022-1, 2023-1; and (vi) other applicable laws and guidance:

- A. **SLFRF PROFESSIONAL SUPPORT SERVICES:** The Contractor shall provide professional support services to the Department to facilitate effective management and oversight of the Department’s programs supported by the SLFRF Grant, including consultation for ensuring compliance with legal, regulatory, and other requirements. Such services shall include, but not be limited to, assisting the Department with:
 - i. Administering the SLFRF Grant funds by developing program materials and supporting Department compliance with Federal SLFRF requirements and deadlines;
 - ii. Providing technical assistance to subrecipients and potential subrecipients of SLFRF Grant funds regarding program obligations;
 - iii. Complying with SLFRF Grant administration and audit requirements by providing technical review of subrecipient project reports and other program submissions, and by conducting associated broadband data collection, mapping, and reporting in furtherance of the Department’s programs supported by the SLFRF Grant; and
 - iv. Facilitating community engagement and other outreach activities in accordance with the SLFRF Grant.
- B. **REPORTS:** The Contractor shall provide any information requested by the Department necessary to support compliance by the Department and the state with any reporting, audit, or informational obligations required by Treasury or the conditions of the SLFRF Grant. In addition, the Contractor agrees to work with the Department to provide:

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- i. SLFRF Quarterly Project and Expenditure Reports. Each SLFRF Quarterly Project and Expenditure Report will cover a three-month period, as established by Treasury. The SLFRF Quarterly Project and Expenditure Reports shall contain all information required by Treasury, including the information specified in Treasury’s SLFRF Compliance and Reporting Guidance, Treasury’s SLFRF Project and Expenditure Report User Guide, and any other SLFRF reporting guidance issued by Treasury. The SLFRF Quarterly Project and Expenditure Reports shall utilize or conform to any template provided by Treasury. The Contractor shall diligently pursue the development of the SLFRF Quarterly Project and Expenditure Reports so as to ensure completion and submission by the relevant deadline, and shall promptly notify the Department in writing of any event that could substantially delay meeting the relevant deadline. The SLFRF Quarterly Project and Expenditure Reports shall be submitted to the Alabama Department of Finance in accordance with the Memoranda of Agreement between the Department and the Alabama Department of Finance for the SLFRF Grant (SLFRF Grant MOA).
- ii. SLFRF Annual Recovery Plan Performance Reports. Each SLFRF Annual Recovery Plan Performance Report will cover a one-year period, as established by Treasury. The SLFRF Annual Recovery Plan Performance Reports shall contain all information required by Treasury, including the information specified in Treasury’s SLFRF Compliance and Reporting Guidance, Treasury’s SLFRF Recovery Plan Reporting User Guide, and any other SLFRF reporting guidance issued by Treasury. The SLFRF Annual Recovery Plan Performance Reports shall utilize or conform to any template provided by Treasury. The Contractor shall diligently pursue the development of the SLFRF Annual Recovery Plan Performance Reports so as to ensure completion and submission by the relevant deadline, and shall promptly notify the Department in writing of any event that could substantially delay meeting the relevant deadline. The SLFRF Annual Recovery Plan Performance Reports shall be submitted to the Alabama Department of Finance in accordance with the SLFRF Grant MOA.

Any publications produced by the Contractor with funds from the SLFRF Grant must display the following language, as applicable: “This project [is being] [was] supported, in whole or in part, by Federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury.

- C. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Pursuant to the SLFRF Grant and applicable law, SLFRF Grant funds shall only be used for authorized costs incurred by the Contractor. SLFRF Grant funds shall not be used, whether directly or indirectly, to support or oppose collective bargaining. SLFRF Grant funds shall be used to supplement, not supplant, other Federal or state funds that have been made available for the purposes for which the SLFRF Grant funds may be used. The Contractor must submit a line-item budget for its work under the SLFRF Grant to the Department for review and approval. The Department is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the budget approved by the Department.

The Contractor agrees with and shall adhere to the following additional terms, as applicable, in the event that any payment made by Department to Contractor under the contract uses Federal grant funds received by Department pursuant to the Treasury CPF grant award or pursuant to the Treasury SLFRF grant award:

- A. **NONDISCRIMINATION:** The Contractor shall be in compliance with all Federal, state, and local laws related to nondiscrimination and shall provide all required assurances. No person shall be denied employment, or otherwise discriminated against, on the basis of race, religion, color, national origin, sex, gender identity, sexual orientation, handicap, or limited English proficiency, in connection with this Contract.

The Contractor and any subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of Federal

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financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and the government-wide regulations contained in 28 C.F.R. Part 42, Subparts C and F, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving Federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

The Contractor shall comply with the following specific assurances of compliance with civil rights requirements required by Federal awarding agencies:

- i. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving Federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders; directives; circulars; policies; memoranda and/or guidance documents.
- ii. (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of Limited English proficiency (“LEP”) is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, the Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- iii. Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
- iv. Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

The Contractor shall comply with and not deny benefits or services, or otherwise discriminate, in accordance with the following authorities, as applicable: (i) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and Treasury’s implementing regulations at 31 C.F.R. Part 22 as well as Commerce’s implementing regulations at 15 C.F.R. Part 8; (ii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; (iii) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and Commerce’s implementing regulations at 15 C.F.R. Part 8b; (iv) Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., and Treasury’s implementing regulations at 31 C.F.R. Part 28 as well as Commerce’s implementing regulations at 15 C.F.R. Part 8a; (v) Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., and Treasury’s implementing regulations at 31 C.F.R. Part 23 as well as Commerce’s implementing regulations at 15 C.F.R. Part 20; (vi) Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq; and (vii) any other applicable nondiscrimination laws.

The Contractor shall ensure that all subcontractors for the professional services provided under this Contract comply with all applicable nondiscrimination requirements. In accordance with Federal

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law, including but not limited to 28 C.F.R. § 42.406 and 31 C.F.R. § 22.6, the Contractor shall provide any documentation or assurances that the Federal awarding agency or the Department may require demonstrating its compliance with such nondiscrimination requirements.

- B. **SPECIFIC AWARD CONDITIONS:** The Contractor shall also comply with the specific award conditions and terms set forth in the EDA Statewide Planning Grant Financial Assistance Award (FAIN ED22ATL3070004, Assistance Listing 11.307), BEAD Planning Grant Financial Assistance Award (FAIN 01-20-B093, Assistance Listing 11.035), CPF Grant Notice of Award (FAIN CPFFN0162, Assistance Listing 21.029), and SLFRF Grant Notice of Award (FAIN SLFRP2635, Assistance Listing 21.027), as applicable, which are hereby incorporated by reference. The Contractor also shall comply with all requirements related to the professional services provided under this Contract set forth in Federal agency guidance, including but not limited to the Commerce EDA Statewide Planning Grant Notice of Funding Opportunity (NOFO), , Commerce BEAD Planning Grant NOFO, Treasury Guidance for the CPF for States, Territories, and Freely Associated States, and Treasury SLFRF Final Rule, as well as the requirements set forth in 42 U.S.C. §§ 802, 804 and 47 U.S.C §§ 1702, 1723, 1726, as applicable, which are hereby incorporated by reference.

Pursuant to 2 C.F.R. §§ 1000.10, 1327.101, the Contractor shall comply with the Uniform Administrative Requirements, as applicable, which are hereby incorporated by reference. The Contractor and any subcontractors shall render the professional services under this Contract in accordance with the Uniform Administrative Requirements and the following provisions, to the extent applicable and unless excluded by other Federal laws or by the Federal awarding agency:

- A. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 C.F.R. § 60-1.4(b), Executive Order 11246 (as amended by Executive Order 11375), and implementing regulations at 41 C.F.R. Part 60, for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Contract, hereby agree as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

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conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: provided, that if the Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

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subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. **DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT:** In the event this Contract is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a contractor or subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland “Anti-Kickback” Act, the Department shall report such violation to the Federal awarding agency.
- C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** In the event this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–08, specifically 40 U.S.C. §§ 3702, 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Department or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Department or Contractor must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** In the event this Contract is for an amount in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251–1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency (“EPA”).
- F. **LOBBYING:** In the event this Contract is for an amount exceeding \$100,000, the Contractor shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as well as the lobbying restrictions contained in 2 C.F.R. § 200.450, 15 C.F.R. Part 28, and 31 C.F.R. Part 21, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

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attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352, 15 C.F.R. Part 28, or 31 C.F.R. Part 21. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by filing the required disclosure. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. **PROCUREMENT OF RECOVERED MATERIALS:** 2 C.F.R. § 200.323 provides that the Department and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** The Contractor and any subcontractors shall comply with all applicable provisions of Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232. Unless otherwise excepted by law, the Contractor and any subcontractors shall not use any Federal funds to: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications and video surveillance services or equipment as a substantial or essential component of any system, or as critical technology as part of any system, as described in 2 C.F.R. §§ 200.216, 200.471. Unless otherwise excepted by law or waiver, the Contractor also shall not use Federal funds to purchase or support fiber optic cable and optical transmission equipment manufactured in the People's Republic of China.

In the event the Contractor becomes aware of any use of prohibited covered telecommunications and video surveillance services or equipment, it shall immediately notify the Department and provide any information about any mitigation actions undertaken by the Contractor and measures taken by the Contractor to prevent future use of prohibited covered telecommunications and video surveillance services or equipment. The Contractor shall not be reimbursed for any costs to procure or obtain prohibited covered telecommunications and video surveillance services or equipment, and any payment to the Contractor related to such costs shall be subject to recoupment by the Department.

I. **DRUG-FREE WORKPLACE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of Title V, Subtitle D of Pub. L. No. 100-690 or Pub. L. No. 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, and 2 C.F.R. Part 1329 and 31 C.F.R. Part 20, including by maintaining a drug-free workplace and publishing a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

J. **MANDATORY DISCLOSURES:** Pursuant to 2 C.F.R. § 200.113, the Contractor shall disclose, in a timely manner, in writing to the Federal awarding agency or the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. The Contractor also shall comply with all applicable provisions of 2 C.F.R. Part 200, Appendix XII, which is hereby incorporated by reference.

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- K. **HUMAN TRAFFICKING PROVISIONS:** This Contract is subject to the applicable requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104, and the applicable provisions and award term of 2 C.F.R. Part 175.
- L. **Increasing Seat Belt Use in the United States:** Pursuant to Executive Order 13043, the Department encourages the Contractor and its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- M. **Reducing Text Messaging While Driving:** Pursuant to Executive Order 13513, the Department encourages the Contractor and its employees, subrecipients, and subcontractors to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- N. **DOMESTIC PREFERENCE FOR PROCUREMENTS (BUY AMERICAN):** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States as described in 2 C.F.R. § 200.322 and Executive Orders 13858 and 14005 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If applicable, the requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
- O. **Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms:** In accordance with 2 C.F.R. § 200.321, if the Contractor lets any subcontracts under this Contract, it must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. The affirmative steps must include: (i) placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; and (v) using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Department.
- P. **PROTECTION OF WHISTLEBLOWERS:** This Contract is subject to the whistleblower protections afforded by 41 U.S.C. § 4712. Generally, this law provides that an employee or contractor (including subcontractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information to any of the list of persons or entities provided below that they reasonably believe is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the U.S. Government Accountability Office; (iv) a Federal employee responsible for contract or grant oversight or management at the relevant agency; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; and/or (vii) a management official or other employee of the Department, Contractor, subcontractor, or other entity who has the responsibility to investigate, discover, or address misconduct. Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712 in the predominant native language of the workforce.

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- Q. PROTECTED AND PROPRIETARY INFORMATION: The Contractor shall take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Commerce grant award, Treasury grant award, or otherwise under this Contract.

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ADDENDUM 3

ADDITIONAL TERMS FOR CONTRACTS AND AGREEMENTS FUNDED BY THE U.S. DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION (NTIA) BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) PROGRAM

In addition to the other terms provided, the Alabama Department of Economic and Community Affairs (Department) and the selected respondent or contractor (Contractor) (collectively, Department and Contractor are the “Parties”), agree with and shall adhere to the following additional terms, as applicable, in the event that any payment made by Department to Contractor under the contract uses Federal grant funds received by Department pursuant to the U.S. Department of Commerce National Telecommunications and Information Administration (NTIA) Broadband Equity, Access, and Deployment (BEAD) Program, as amended by the BEAD Restructuring Policy Notice (RPN):

- A. **BEAD PROGRAM PROFESSIONAL SUPPORT SERVICES:** The Contractor shall provide professional support services to the Department to facilitate effective management and performance of the Department’s activities supported by the BEAD Implementation Grant, including the implementation of the BEAD Initial Proposal approved by Commerce. Such services shall include but not be limited to:
 - i. Supporting BEAD Program subgrantee selection processes, including outreach and training of applicants, intake and review of applications, application analysis and scoring, detailed technical and financial reviews, and assistance with subgrant negotiation efforts that conform to programmatic guidelines defined by the Department;
 - ii. Facilitating BEAD Program subgrantee oversight, including technical assistance to subgrantees, assistance with Department collection of data and reports from subgrantees, and subgrantee monitoring activities, which may include desk reviews, field reviews, risk management, and other assistance;
 - iii. Broadband mapping/GIS activities as permitted by the BEAD Program; and
 - iv. Community partner outreach communications and events throughout the state as permitted by the BEAD Program.
- B. **REPORTS:** The Contractor shall provide any information requested by the Department necessary to support compliance by the Department and the state with any reporting, audit, or informational obligations required by Commerce or the conditions of the BEAD Implementation Grant. In addition, the Contractor agrees to work with the Department to provide semi-annual reports, each accompanied by a Federal Financial Report (SF-425) that meets the requirements described in 2 C.F.R. § 200.328 and the Commerce Financial Assistance Standard Terms and Conditions. The semi-annual reports will cover the periods ending June 30 and December 31, or any portion thereof. Unless otherwise specified by Commerce or the Department, the semi-annual reports shall include:
 - i. A description of how the Department expended the grant funds;
 - ii. A description of each service provided with the grant funds and the status of projects or other eligible activities supported by such funds;
 - iii. A description of the locations at which broadband service was made or will be made available using the grant funds, the locations at which broadband service was utilized, and the comparative demographics of those served;

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- iv. A certification that the Department complied with the requirements of Section 60102 of the Infrastructure Investment and Jobs Act (IIJA) and with any additional reporting requirements prescribed by Commerce; and
- v. Any additional information as prescribed in 2 C.F.R. § 200.329.

The Contractor shall utilize any report templates provided by Commerce related to the BEAD Program. The semi-annual reports provided by the Contractor to the Department in accordance with the BEAD Implementation Grant shall be consistent with those provided by the Contractor to the Department in accordance with the BEAD Planning Grant. Any publications produced by the Contractor with funds from the BEAD Implementation Grant must display any applicable disclaimers/acknowledgements required by Commerce, including but not limited to those described in the Commerce Financial Assistance Standard Terms and Conditions and the Commerce General Terms and Conditions for the NTIA BEAD Program Funds.

- C. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Pursuant to the BEAD Implementation Grant and applicable law, BEAD Implementation Grant funds shall only be used for authorized costs incurred by the Contractor, including but not limited to the costs described in Section IV.B of the BEAD NOFO and any updates thereto. Contractor costs shall comply with any caps or limitations imposed by Commerce on the use of BEAD Implementation Grant funds for administrative expenses or other costs, in accordance with the BEAD NOFO and Section 60102(d)(2)(B) of the IIJA. BEAD Implementation Grant funds shall not be used, whether directly or indirectly, to support or oppose collective bargaining. In accordance with the Secure and Trusted Communications Networks Act of 2019, BEAD Implementation Grant funds shall not be used to purchase or support any covered communications equipment or services, as defined in 47 U.S.C. § 1608. BEAD Implementation Grant funds also shall not be used to purchase or support fiber optic cable and optical transmission equipment manufactured in the People’s Republic of China, subject to any applicable Commerce waivers. BEAD Implementation Grant funds shall be used to supplement, and not supplant, the amounts that would otherwise be made available for the purposes for which the BEAD Implementation Grant funds may be used. No Federal funds may be used to duplicate costs, services, connections, facilities, or equipment that have been authorized through another Federal program. The Contractor must submit a line-item budget for its work under the BEAD Implementation Grant to the Department for review and approval. The Department is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the budget approved by the Department.
- D. **SPECIFIC AWARD CONDITIONS:** The Contractor shall comply with the specific award conditions and terms set forth in the EDA Statewide Planning Grant Financial Assistance Award (FAIN ED22ATL3070004, Assistance Listing 11.307), BEAD Planning Grant Financial Assistance Award (FAIN 01-20-B093, Assistance Listing 11.035), BEAD Implementation Grant Financial Assistance Award (FAIN 01-20-B093 (Amendment 2), Assistance Listing 11.035), CPF Grant Notice of Award (FAIN CPFFN0162, Assistance Listing 21.029), and SLFRF Grant Notice of Award (FAIN SLFRP2635, Assistance Listing 21.027), as applicable, which are hereby incorporated by reference. The Contractor also shall comply with all requirements related to the professional services provided under this Contract set forth in Federal agency guidance, including but not limited to the Commerce EDA Statewide Planning Grant Notice of Funding Opportunity (NOFO) , Commerce BEAD NOFO, Commerce General Terms and Conditions for the NTIA BEAD Program Funds, Treasury Guidance for the CPF for States, Territories, and Freely Associated States, and Treasury SLFRF Final Rule, as well as the requirements set forth in 42 U.S.C. §§ 802, 804 and 47 U.S.C §§ 1702, 1723, 1726, as applicable, which are hereby incorporated by reference.
- E. **ENVIRONMENTAL COMPLIANCE:** Contractor and its contractors and subcontractors shall comply with all applicable federal, state, and local environmental laws. Since the scope of this award does not include installation or buildout, National Environmental Policy Act (“NEPA”)

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and Section 106 of the National Historic Preservation Act (“NHPA”) consultations are not considered part of this project.

- F. **ACCESS TO RECORDS AND RETENTION:** For the limited scope of this Agreement, Department of Commerce Office of Inspector General, the U.S. Government Accountability Office, NTIA, the Director of Department, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records (electronic or otherwise) of Contractor for the purpose of making audits, inspections, financial reviews, examinations, excerpts, transcripts, or other investigations. This right also includes timely and reasonable access to Contractor personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but shall last as long as the records are retained.

Records shall be kept for a period of at least six (6) years; provided, however, that if any litigation, claim, or audit is started before the expiration of the retention period herein, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Wherever practicable, Contractor records should be collected, transmitted, and stored in open and machine-readable formats.

- G. **AUDIT PROCEDURES:** All subrecipients of federal funds must follow the Audit Requirements in the Uniform Administrative Requirements (2 C.F.R. Part 200, Subpart F), as applicable. Non-profit subrecipients that expend \$1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations and BEAD program funds in its fiscal year from Department, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

Under federal law and in accordance with NTIA guidance, for-profit subrecipients are not subject to the audit obligations established by 2 C.F.R. Part 200, Subpart F, including those set forth in 2 C.F.R. § 200.501. However, all subrecipients are subject to the terms and conditions of the federal award between NTIA and Department and, pursuant to 2 C.F.R. § 200.501(h), Department has an obligation to ensure compliance by for-profit subrecipients. Under that provision, methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits.

Nothing contained in this Agreement shall be construed to mean that NTIA or Department cannot utilize their auditors regarding audits of federal and Department funds, and Contractor agrees to cooperate with NTIA and Department with respect to any audit concerning this Agreement. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not exceed applicable audit coverage limits.

Copies of all required audits must be submitted to Department and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov Alabama Department of Economic and
Community Affairs
ATTENTION: Chief Auditor
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

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central.records@examiners.alabama.gov

Alabama Department of Examiners of
Public Accounts

ATTENTION: Audit Report Repository

P.O. Box 302251

Montgomery, AL 36130-2251

- H. **RECOUPMENT OF PAYMENT:** In addition to the provisions provided herein, in the event the State of Alabama is required to repay IJA funds delegated to Department as a result of Contractor's noncompliance with the terms and conditions of this Agreement or any applicable law, regulation, or guidance governing the expenditure of funds distributed from the IJA, Department shall have the right to recoup such repayments from Contractor in the amount attributable to Contractor's noncompliance without offset. To the extent permitted by law, Department shall provide Contractor with written notice of such noncompliance and allow Contractor fifteen (15) calendar days to correct or otherwise cure such noncompliance before seeking recoupment. Any dispute regarding recoupment of payment made under this Agreement shall be subject to the provisions of Section 15 (Immunity and Dispute Resolution) or such other procedures as the parties may mutually agree to in writing or as established by law.

Department reserves all rights under federal and state law regarding the recoupment of payment made under this Agreement, and the waiver or failure of Department to exercise any right of recoupment in any respect provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement or a waiver of the ability to exercise the same right on a different occasion. Nothing in this Agreement shall limit the authority of NTIA or Department to enforce conditions, address violations, or take enforcement action for noncompliance, including, to the extent applicable, the remedies prescribed in 2 C.F.R. §§ 200.208, 200.339, 200.345.

- I. **PUBLICATION:** This Agreement and the Application are subject to public records requests in accordance with the Alabama Open Records Law, Ala. Code § 36-12-40, and other applicable laws. Department reserves the right to publicly announce this Agreement and discuss the Project in any promotional material, statement, document, press release or broadcast. Any publications produced with funds from the Grant Amount must display the following language, as applicable: "This project [is being] [was] supported, in whole or in part, by federal award number **01-20-B093** awarded to the State of Alabama by NTIA." Contractor agrees to comply with any guidance or requirements issued by NTIA or Department regarding any signage or customer outreach materials related to the Project.
- J. **FEDERAL LABOR AND EMPLOYMENT LAW COMPLIANCE:** By signing this Agreement, Contractor certifies to Department compliance with Federal labor and employment laws.
- K. **PROJECT ADMINISTRATION COMPLIANCE:** In addition to the other obligations set forth in this Agreement, Contractor and any contractors or subcontractors shall administer the Project in accordance with the Uniform Administrative Requirements and the following provisions, to the extent applicable and unless excluded by other federal laws or by NTIA:
- i. **REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION:** Contractor shall comply with all applicable provisions of 2 C.F.R. Part 170, including the award term set forth in Appendix A to 2 C.F.R. Part 170, which is hereby incorporated by reference. Subject to any exceptions, Contractor must have the necessary processes and systems in place to comply with any applicable reporting requirements.
 - ii. **THIRD PARTY CYBERSECURITY AND SUPPLY CHAIN RISK MANAGEMENT PRACTICES:** To the extent Contractor relies in whole or in part on network facilities owned or operated by a third party, Contractor will obtain the relevant attestations from its network provider with respect to cybersecurity practices and supply chain risk management practices as listed in the BEAD NOFO pp. 70-71.

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- iii. **PROHIBITION ON HUMAN SUBJECTS RESEARCH:** Pursuant to DOC regulations related to the protection of human subjects found in 15 C.F.R. Part 27, Contractor certifies that it understands that Deployment projects and activities funded as administrative expenses cannot include Human Subjects Research and that BEAD award grantees must comply with DOC regulations relating to the protection of human subjects for all research conducted or supported pursuant to an NTIA award.
- iv. **FALSE STATEMENTS:** Contractor understands that making false statements or claims in connection with this Agreement is a violation of law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- v. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER-TIER COVERED TRANSACTIONS:** In accordance with Federal agency requirements, this Contract includes the following Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, without modification, and the Contractor agrees to comply with the following, as applicable:
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- vi. **PROTECTED AND PROPRIETARY INFORMATION:** The Contractor shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information and other types of information. This also includes information the Federal agency or the Department designates as sensitive or other information the Department or Contractor considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.