



State of Alabama Solicitation

Solicitation RFP 066 C25066101	Document Phase Final	Document Description Broadband Outreach & Education Consultant
Procurement Folder 2073301	Creation Date 11/15/24	Print Date 11/20/24

Request for Proposals

CONTACTS

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Bids will be accepted from: 11/22/24
to: 12/12/24

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

Group: 1	Line: 1	Line Type: Service
Commodity Code: PRF08000001		Quantity:
Commodity Description: CONSULTING SERVICES		Unit:
Extended Description:		
CONSULTING SERVICES		

SHIPPING AND BILLING

Shipping ADECA DED DIVISION TAMMY ROLLING (334)242-5667 SHIPPING & RECEIVING 401 ADAMS AVE ROOM 404 MONTGOMERY, AL 36104 USA	Billing ADECA ADECA PURCHASING TAMMY ROLLING / 334-242-5667 P O BOX 5690 MONTGOMERY, AL 361035690 USA
Delivery Date:	Delivery Type:

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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 Proposer.

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

A Proposer 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

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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 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 vendor, 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

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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, 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 vendor 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

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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.

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:

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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.

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

Vendors 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 bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid 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

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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 fourteen (14) 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

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.

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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.

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 vendor 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.

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Request for Proposal



Be Linked Alabama Broadband Outreach and Education Consultant

Issue Date: November 22, 2024 **Proposal Due Date:** December 12, 2024

The Alabama Department of Economic and Community Affairs (ADECA) is issuing a Request for Proposals (RFP) from interested parties to serve as a broadband outreach and education consultant for the Be Linked Alabama initiative. The consultant will provide an outreach and education program regarding the State of Alabama’s broadband activities by identifying broadband outreach and education strategies and developing broadband outreach and education materials. This program will inform the public about the State of Alabama’s investments and accomplishments in promoting the expansion and availability of high-speed broadband networks, services, and technologies, including in rural, unserved, and underserved areas.

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 funding has been exhausted. ADECA currently expects that the need for a broadband outreach and education program will go longer than two years. 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 STAARS Vendor Self Service (VSS). For more information, visit VSS at <http://procurement.staars.alabama.gov>.

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A. Program Overview

Be Linked Alabama is the State of Alabama’s united effort to expand access to affordable, reliable high-speed internet to all Alabamians. Be Linked Alabama is a statewide initiative coordinated by ADECA that brings together partners from across the state, including but not limited to Governor Kay Ivey, the Alabama Legislature, internet service providers (ISPs), research institutions, utility companies, community leaders and anchor institutions, and the general public as Alabama works toward achieving the goal of high-speed internet access for all. More information on Be Linked Alabama can be found at <https://broadband.alabama.gov/>.

ADECA is seeking a consultant to provide a broadband outreach and education program for the State of Alabama in support of Be Linked Alabama.

Today, broadband service plays a critical and growing role in the ways in which Alabamians work, learn, receive health care, and participate in their communities. High-speed broadband access therefore is not a luxury, but a necessity, for all Alabamians, regardless of where they live, what resources they have, and what challenges they may face.

Recognizing broadband’s fundamental role in education, healthcare, job creation, workforce development, and economic growth, the Alabama Legislature and Governor Kay Ivey tasked ADECA with promoting the expansion and availability of high-speed broadband networks, services, and technologies throughout the state. ADECA’s broadband efforts are nationally regarded as both exemplary and pathbreaking, including the Alabama Connectivity Plan addressing the state’s broadband goals, the Alabama Broadband Map providing statewide broadband service availability and performance data, and the broadband-related grant programs supported by state and federal funds. ADECA currently oversees support programs for last- and middle-mile broadband infrastructure deployment, digital opportunity activities, and other broadband-related projects.

ADECA regularly engages in broadband-related outreach and education efforts with community leaders, ISPs, and other partners. ADECA plans to continue and build on these efforts pursuant to state and federal broadband programs, including but not limited to the Alabama Broadband Accessibility Fund; Coronavirus Capital Projects Fund; Coronavirus State and Local Fiscal Recovery Funds; Broadband Equity, Access, and Deployment Program; and Digital Equity Act programs. Relevant laws and regulations for the broadband outreach and education program include but are not limited to the Alabama Broadband Accessibility Act, Ala. Code §§ 41-23-210–41-23-214; Connect Alabama Act of 2021, Ala. Code §§ 41-23-270–41-23-281; American Rescue Plan Act of 2021, Public Law 117-2, and the requirements set forth in 42 U.S.C. §§ 802, 804 and 31 C.F.R. Part 35, Subpart A; and the Infrastructure Investment and Jobs Act, Public Law 117-58, as well as the requirements set forth in 47 U.S.C. §§ 1702, 1723.

The broadband support programs administered by ADECA often require community outreach and education campaigns regarding the availability and benefits of broadband services to increase public awareness and service adoption. Such campaigns will use a variety of communications media to inform the public about broadband service options as well as the value of broadband in advancing education, healthcare, job creation, workforce development, and economic growth. The campaigns will meet communities where they are and approach outreach and education in terms relevant and meaningful to the public.

ADECA is seeking an experienced consultant who shares its vision that can assist ADECA in accomplishing its goal of increasing public awareness of the availability and benefits of broadband services in Alabama. The requirements of this RFP outline a role for an experienced consultant. The role is one that requires an entity that can identify, educate, and engage

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communities about Alabama’s investments and accomplishments in promoting the expansion and availability of high-speed broadband. Demonstrated and proven ability in all these areas will be a requirement of the winning respondent.

ADECA anticipates using state funds to support the broadband outreach and education program. To the extent the broadband outreach and education program may be supported by federal funds, the successful respondent would be required to comply with all federal requirements imposed on federal funding recipients, including but not limited to obligations imposed by the U.S. Department of the Treasury and/or the National Telecommunications and Information Administration of the U.S. Department of Commerce.

B. Anticipated Scope of Work

The successful respondent will work with ADECA in meeting the State of Alabama’s broadband outreach and education goals. The respondent must provide a comprehensive plan for the administration of a statewide broadband outreach and education program. The plan should address all aspects of the program procedures, costs, and goals. The anticipated broadband outreach and education program scope of work includes the following:

Deliverable 1: Identify Broadband Outreach and Education Strategies

- # The respondent will assist ADECA in developing outreach and education strategies for informing the public about the State of Alabama’s investments and accomplishments in promoting the expansion and availability of high-speed broadband. This will include working with ADECA to develop and improve awareness of Be Linked Alabama and associated broadband support programs. The plan will be statewide in scope, with an emphasis on increasing public awareness and broadband adoption in rural, unserved, and underserved areas of Alabama.

Deliverable 2: Develop Broadband Outreach and Education Materials

- # The respondent will assist ADECA in developing outreach and education materials regarding the State of Alabama’s investments and accomplishments in promoting the expansion and availability of high-speed broadband. Among other information, the materials will highlight and notify the public about:
 - o Completed and upcoming broadband infrastructure deployments/service improvements and digital opportunity programs in communities;
 - o Affordable broadband service options, including assistance for low-income households; and
 - o The education, healthcare, job creation, workforce development, and economic growth benefits of broadband.
- # The respondent will work with ADECA to create broadband outreach and education materials that facilitate broad engagement and provide relevant and meaningful information to the public, including information in languages other than English when warranted based on the demographics of a community.
- # The respondent will help ADECA leverage a variety of communications media for broadband outreach and education, including but not limited to:

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- o Advertisements, op-ed pieces, and public service announcements using print, radio, digital, and other distribution platforms;
- o Informational materials such as fact sheets, brochures, signage, and mailings;
- o Providing content for ADECA websites;
- o Organizing and facilitating press events; and
- o Utilization of community anchor institutions and partner organizations to help promote and distribute outreach and education materials.

The respondent will help ADECA work with local ISPs and other industry stakeholders to coordinate community outreach and education activities and avoid duplicative efforts.

C. Submission Requirements

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

- # A comprehensive plan for the administration of a statewide broadband outreach and education program addressing the anticipated scope of work deliverables identified above.
- # A detailed description of the strategies the respondent would employ as part of the proposed broadband outreach and education program, including any relevant best practices or examples;
- # The expected timeline and tasks involved in each of the anticipated scope of work deliverables identified above over a 24-month period;
- # A demonstration that the respondent possesses the experience necessary to complete its proposed broadband outreach and education program within the initial award term. As part of this demonstration, the respondent must:
 - o Identify successful coordination of outreach and education projects;
 - o Show that it possesses multiple years of experience with executing outreach and education campaigns using a variety of communication media and covering diverse communities;
 - o Submit letters of reference from three previous customers or clients knowledgeable of the respondent's performance in providing services similar to the services described in this RFP and a contact person (telephone number and email address) for each reference; and
 - o A description of any experience working with ISPs, community organizations/anchor institutions, and other partners relevant to the requirements of this RFP;
- # A demonstration that the respondent possesses the technical, financial, and managerial resources to complete its proposed broadband outreach and education program within the initial award term. As part of this demonstration, the respondent must show that it has in place a defined, repeatable process to establish and track performance metrics and create reports showing progress in each of the anticipated scope of work deliverable areas (i.e., provide sample performance metrics and reports) and describe such process in detail. The successful respondent must create reports to be delivered to ADECA relating to the performance and outcomes of the broadband outreach and education program each quarter during the performance period.

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A statement of expected cost to execute the proposed broadband outreach and education program within the initial award term. Specifically, the respondent should discuss what level of service would be provided for the anticipated scope of work deliverables identified above for each of the following cost levels: \$250,000, \$500,000, and \$1,000,000. Cost will be evaluated comparatively, so respondents are encouraged to provide their best price.

State of Alabama Disclosure Statement

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 December 12, 2024. 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 Broadband Outreach and Education 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 specified above, ADECA will consider and evaluate the following factors:

Comprehensiveness – The comprehensiveness of the proposed broadband outreach and education program, including the description of the expected timeline and tasks involved in each of the anticipated scope of work deliverables identified above over a 24-month period (30 points);

Strategy – The strategies the respondent plans to employ as part of the proposed broadband outreach and education program, including any relevant best practices or examples (30 points);

Experience/Resources – The demonstration that the respondent possesses the experience as well as the technical, financial, and managerial resources to complete its proposed broadband outreach and education program within the initial award term (20 points); and

Cost – The evaluation of the respondent's expected cost to execute the proposed broadband outreach and education program within the initial award term at the cost levels identified above (20 points).

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 November 29, 2024. Responses to questions will be posted publicly to ADECA’s Funding Opportunities website and as an amendment to the RFP on the VSS website.

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 are terms 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.

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;

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- # 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. Terms of Contract and Acknowledgment

The contract will begin upon 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.

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

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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.

12. Access to Records

The Director of ADECA, the Comptroller General of the United States (if Federal funds), 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 of the selected respondent for the purposes of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to personnel of the selected respondent for the purpose of interview and discussion related to such agreement. The right of access is not limited to the required retention period but shall last as long as the records are retained.

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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; provided, however, that claims for money due, or to become due to the selected respondent from ADECA under the contract may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

15. Contingency Clause

Any ADECA commitment of funds made within the contract 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 of the contract will be adjusted by the amount of any Federal rescissions and/or deferrals.

Payments 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. Funds appropriated and obliged to the award will be available for reimbursement of costs until the end of the performance period set forth in the contract.

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. Indirect Cost

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, Subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the Subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same Subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation.

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However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

18. 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, 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.

19. 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.

20. 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.

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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.

21. Disclosure Statement

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.00.

22. 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, including but 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.

23. 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.

24. 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.

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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) 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. If ADECA determines that the continuation of the work will serve no useful public purpose, the contract may be terminated by ADECA and the selected respondent shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.
- (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. The selected respondent shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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.

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 agreement, hereby agrees as follows:

- (1) **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**

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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 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

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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. Davis-Bacon Act and Copeland “Anti-Kickback” Act

In the event the contract is for an amount which exceeds \$2,000 and is a prime construction contract, the selected respondent shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144 and 3146–3148), 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 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 either the Davis-Bacon Act or 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.

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

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

vii. Debarment and Suspension

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 C.F.R. 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.

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.

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

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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

(a) Recipients and Subrecipients of Federal funds are prohibited from obligating or expending grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 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;

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- (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 owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) 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.
- (d) When a subrecipient 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 subrecipient 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). 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.

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

25. Whistleblower Protection

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes 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 Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

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26. Tobacco Smoke

Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.

27. 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.

28. Transparency Act

Awards under Federal programs are included under the provisions of Public Law 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of \$30,000 through the Federal Subaward Reporting System (<https://www.fsr.gov>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all subrecipients who meet this threshold will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

29. 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.

30. 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.

31. 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.

32. 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

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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).