



**CONNECTIONS**  
A DIVISION OF JKM CONSULTING, INC.

*Project BEAR (Broadband for East Alabama Region)*

---

**REQUEST FOR QUOTE**  
**Program Specific Audit**



**BROADBANDUSA**  
CONNECTING AMERICA'S COMMUNITIES

## 1. PROJECT OVERVIEW

<b>Organization:</b>	JKM Consulting, Inc.
<b>Project Name:</b>	Project BEAR (Broadband for East Alabama Region)
<b>Project Type:</b>	Comprehensive Community Infrastructure - <i>Round 2</i>
<b>State:</b>	Alabama
<b>Federal Award:</b>	\$6,269,197

- In the rural, economically distressed east-central Alabama region that includes Calhoun, Talladega, Clay, and Randolph Counties, many valuable community organizations rely on slower, copper-based service for their Internet access, and some have no broadband service at all. JKM Consulting's Project BEAR proposes to deploy a 176-mile fiber network that includes 88 miles of new fiber to provide high-speed, affordable broadband services and directly connect more than 40 community anchor institutions in the four-county region. The project also plans to deploy six wireless access points to facilitate last-mile consumer service in isolated rural areas like Fort McClellan in Anniston, Alabama, and the Talladega National Forest. The project intends to bring fiber to local Public Safety Access Points and other emergency agencies, and strengthen healthcare delivery by connecting rural hospitals such as Clay County and Wedowee Hospital to urban hospitals, enabling telemedicine services such as participation in the Alabama Pediatric Network. The project also expects to enhance local educational opportunities by connecting six community centers, increasing the quality of local after-school and homework programs.

*Project BEAR also proposes to:*

- Connect as many as 44 community anchor institutions with speeds between 100 Mbps and 1 Gbps, including 11 K-12 public schools, nine public safety entities, six libraries, two community colleges and three other institutes of higher learning, five healthcare facilities, and one government building.
- Facilitate more affordable and accessible broadband service for up to 52,800 households and 3,700 businesses by enabling local Internet service providers to utilize the project's open network.
- Connect two major military installations in Alabama, one of which is now decommissioned and functioning as Small Business Administration-designated Historically Underutilized Business HUB Zone.
- Interconnect in Anniston and Delta with the BTOP-funded Appalachian Valley Fiber Network project.

## **2. ORGANIZATIONAL HISTORY**

- 2.1. JKM Consulting, a woman-owned business, has been managing the deployment of advanced broadband networks since 1998, performing network process and project management services to fiber service providers throughout the southern United States. JKM's technology division, M<sup>2</sup> Connections, seeks to promote the growth of businesses, educational institutions, and nonprofit organizations with a focus on enhancements through technology.

## **3. PROPOSED WORK**

- 3.1. Companies have the responsibility for examination of all information, and familiarization with all conditions concerning the requested audit to be performed. Failure or neglect of the Company to discharge this responsibility will not excuse nonperformance.
- 3.2. The auditor will be required to follow generally accepted government auditing standards and the requirements for a program-specific audit as described in OMB Circular A-133 § 235 and any applicable compliance supplements and BTOP audit guidelines.
- 3.3. The following links are to be used to gain understanding to the purpose and function of the Audits to be performed:
  - 3.3.1. [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)
  - 3.3.2. [http://www2.ntia.doc.gov/files/btop\\_fpo\\_audit\\_overview.pdf](http://www2.ntia.doc.gov/files/btop_fpo_audit_overview.pdf)
  - 3.3.3. [http://www2.ntia.doc.gov/files/btop\\_program\\_specific\\_audit\\_guidelines\\_042711.pdf](http://www2.ntia.doc.gov/files/btop_program_specific_audit_guidelines_042711.pdf)
- 3.4. The timeline for the firm selected for Audit must follow:
  - 3.4.1. Within 90 days after the end of award year one through July 31<sup>st</sup>, 2011.
    - 3.4.1.1. Audit will utilize financials. JKM will have financials and all records reconciled and available to auditing firm no later than August 12<sup>th</sup>, 2011.
  - 3.4.2. Within 90 days following the project expiration date and close out period. This audit shall include any costs incurred during the close out period.
    - 3.4.2.1. Expiration Date – July 31<sup>st</sup>, 2013
    - 3.4.2.2. Due Date – October 31<sup>st</sup>, 2013
- 3.5. In an effort to provide auditing firms with an estimated size for this project, the following numbers are provided as estimates and are not to be valuated as exact in nature for this project:
  - 3.5.1. As of July 31<sup>st</sup>, 2011, the estimated number of transactions for Project BEAR are:
    - 3.5.1.1. Less than 130 checks
    - 3.5.1.2. Less than 30 draft transactions
  - 3.5.2. As of July 31<sup>st</sup>, 2011, the estimated number of draw-downs made via Federal ASAP System for Project BEAR is 15.

**4. ACCEPTANCE**

- 4.1. If JKM Consulting Inc. selects the Firm it will accept such Firm’s Proposal by executing a Contract. The terms of this RFQ shall not bind JKM Consulting Inc. until JKM Consulting Inc. executes said Contract.
- 4.2. JKM Consulting, Inc. may, at their discretion and without explanation to the prospective firms, at any time choose to discontinue this RFQ without obligation to such prospective firms.

**5. CONTACT**

- 5.1. Any questions concerning RFQ must be directed to:

Name	Joey Boyd
Address	(USPS) - PO Box 3250 Oxford, AL 36203 (UPS/FEDEX) - 1631 Hamric Drive East Oxford, AL 36203
Phone	256.405.0613
FAX	866.708.3062
Email	<a href="mailto:jboyd@projectbear.net">jboyd@projectbear.net</a>

**6. DUE DATES**

- 6.1. All RFQ responses are due by July 22<sup>th</sup>, 2011. Any proposal received at the designated location after the required date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

**7. SCHEDULE**

Event	Date
1. RFQ Release/Advertisement	July 7 <sup>th</sup> , 2011
2. RFQ Due Date	July 22 <sup>nd</sup> , 2011
3. RFQ Award Date	July 26 <sup>th</sup> , 2011
5. Anticipated Audit Start Date	August 15 <sup>th</sup> , 2011

**8. PROVISIONS AND REGULATIONS**

- 8.1. *Copeland “Anti-Kickback” Act* (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and sub-grants in excess of \$2000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the DoC operating unit.

- 8.2. *Davis-Bacon Act*, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the DoC operating unit.
- 8.3. *Contract Work Hours and Safety Standards Act* (40 U.S.C. 327–333)—Where applicable, all contracts awarded by recipients exceeding \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.
- 8.4. *Rights to Inventions Made Under a Contract or Agreement*—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR 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.
- 8.5. *Clean Air Act* (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the DoC operating unit and the Regional Office of the Environmental Protection Agency (EPA).
- 8.6. *Byrd Anti-Lobbying Amendment* (31 U.S.C. 1352)—Contractors who apply or bid for an award exceeding \$100,000 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 recipient.

- 8.7. *Debarment and Suspension* (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension” as implemented by DoC regulations at 15 CFR part 26. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 8.8. *Buy American Act* —Section 1605 of the American Recovery and Reinvestment Act that specifies no funds appropriated by the Act may be used for public buildings/work projects unless “all iron, steel, and manufactured goods used are produced in the U.S.”. Exceptions are allowed for cases where the head of the Federal agency concerned determines adherence would be “inconsistent with the public interest”, where iron/steel/manufactured goods are not produced in the U.S. in sufficient and available quantities, or inclusion of U.S. products would increase overall project cost by 25 percent.
- 8.9. *Whistleblower Protection* (Section 1553 of Division A, Title XV, of the American Recovery Act of 2009, P.L. 111-5) —Contractor certifies that it will comply with all provisions of the American Recovery and Reinvestment Act of 2009 as they relate to whistleblower protection. A copy of the Whistleblower Rights Poster published by the DoC Office of the Inspector General will be posted at all work sites.
- 8.10. *Federal, State, and Local Regulations* – Contractor agrees to comply with any additional federal, state, or local regulations that apply to the Scope of Work to be performed. Contractor shall observe and abide by all applicable laws, regulations, ordinances, permits, and rules of the federal and state governments of the United States of America, and political subdivisions thereof; and any other duly constituted public authority wherein the Work is done and further agrees to indemnify and hold JKM Consulting, Inc. harmless from any liability, penalty, damage, cost or expense (including attorney's fees and court costs), including but not limited to liability or penalty arising from pollution or other environmental injuries, which may be imposed or asserted by reason of the failure or alleged failure of Contractor, or its agents or employees, to observe and abide thereby. Unless otherwise specified, the Contractor shall secure all permits and licenses necessary to the performance of the Work, pay all fees and make all deposits pertaining thereto, and shall submit proof thereof to JKM Consulting, Inc. Contractor agrees to provide a copy of their state contractor license, utility license, or special telecom license to JKM Consulting Inc. to insure that Contractor is certified to perform the work listed. Contractor must submit Bidder Certification Document stating it is qualified to bid, to perform, and is certified to perform work outlined.

## 9. RFQ RESPONSE

### 9.1. SUMMARY

9.1.1. Present a high-level synopsis of the response to the request for a Program Specific Audit for Project BEAR.

### 9.2. DETAILED AND ITEMIZED PRICING

9.2.1. Present a detailed and itemized pricing of services to be performed.

### 9.3. DETAILED AND ITEMIZED DATES

9.3.1. Present a detailed and itemized schedule of events in coordination with audits to be performed.

### 9.4. COMPANY OVERVIEW

9.4.1. Provide the following for your company:

9.4.1.1. *Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, toll-free numbers, and fax numbers.*

9.4.1.2. *Key contact name, title, address (if different from above address), direct telephone and fax numbers.*

9.4.1.3. *Brief history, including year established and past performance history in relation to ordering, delivery, problem solving and meeting proposal needs.*