

REQUEST FOR PROPOSAL

RFP 24-485-PM

BROADBAND DEPLOYMENT ASSISTANCE TO DELIVER RELIABLE INTERNET TO UNSERVED AND UNDERSERVED AREAS IN ALACHUA COUNTY

Alachua County, Florida
County Administration Building
Gainesville, FL 32601

RELEASE DATE: July 10, 2024

DEADLINE FOR QUESTIONS: July 28, 2024

RESPONSE DEADLINE: August 7, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/alachuacounty>

Alachua County, Florida
REQUEST FOR PROPOSAL

Broadband Deployment Assistance to Deliver Reliable Internet to
Unserved and Underserved Areas in Alachua County

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1. Introduction

1.1. [Summary](#)

Alachua County Board of County Commissioners (hereinafter, the “County” or “Alachua County”) is seeking proposals from qualified individuals or entities (hereinafter, referred to as “Consultant” or “Proposer”) for the provision of RFP 24-485-PM Broadband Deployment Assistance to Deliver Reliable Internet to Unserved and Underserved Areas in Alachua County.

The following apply to this request for proposal: [Instruction to Proposers](#), [Terms and Conditions](#), [Insurance](#), [Scope of Work](#), [Proposal Requirements and Organization](#), [Request for Proposal Selection Procedures](#), [Evaluation Phases](#), [Attachments](#), [Submittals](#) and [Sample Agreement](#).

Purpose: Alachua County is soliciting submittals to identify Internet Service Providers (ISPs) to bring reliable and high-quality broadband connectivity in order to expand, provide, and make affordable high-speed broadband services available to as many households and businesses to unserved and underserved areas in Alachua County.

ISPs will extend the current broadband infrastructure to provide broadband and other cable-related services to Alachua County residents and will design, construct, and maintain state-of-the-art broadband network in service extension areas designated by the parties.

1.2. [Background](#)

Location: Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 270,000 and a regional airport. The County itself consists of a total area of 969 square miles.

Form of Government: Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector and the Property Appraiser.

1.3. [Contact Information](#)

Precious Merriweather

Procurement Agent I

Email: pmerriweather@alachuacounty.us

Phone: [\(352\) 337-6269](tel:(352)337-6269)

Department:

Office of Management and Budget

1.4. Timeline

Solicitation Release Date	July 10, 2024
2nd Advertisement Date	July 15, 2024
Pre-Solicitation Meeting (Mandatory)	July 22, 2024, 10:00am Pre-submission mandatory TEAMS meeting
Question Submission Deadline	July 28, 2024, 12:01am
Solicitation Submission Deadline	August 7, 2024, 2:00pm

<p>Solicitation Opening – Teams Meeting</p>	<p>August 7, 2024, 2:00pm The scheduled solicitation opening will occur via Teams Meeting; the information to join is provided below. Attendance (live viewing) of the proposals opening is not required.</p> <p>Join Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d</p> <p>Meeting ID: 259 625 692 241 Passcode: yX9G3Q Download Teams Join on the web Or call in (audio only) +1 469-998-7938,,366862554# United States, Dallas Phone Conference ID: 366 862 554#</p> <p>If you have a disability and need an accommodation in order to participate, please contact the Alachua County ADA Coordinator at ADA@alachuacounty.us or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. If you are unable to notify the Office prior to the event, please inform an Alachua County employee that you need assistance. TDD/TTY users, please call 711 (Florida Relay Service).</p>
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2. Advertisement for Media

2.1. [Advertisement for Proposals](#)

Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for and requesting Proposals for:

RFP 24-485-PM: Broadband Deployment Assistance to Deliver Reliable Internet to Unserved and Underserved Areas in Alachua County

RFP Opens: Wednesday, August 7, 2024, 2:00 pm

The County posts and distributes information pertaining to its procurement solicitations on its Public Portal <https://secure.procurenow.com/portal/alachuacounty>.

In order to submit a proposal response to this solicitation the Proposer must be registered on Alachua County's [Public Portal](#).

Alachua County has adopted a 15% participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision goods, services and construction.

If you have a disability and need an accommodation in order to participate, contact the Alachua County ADA Coordinator at ADA@alachuacounty.us or Equal Opportunity Office at **352-374-5275** at least 7 business days prior to the deadline. If you are unable to notify the Equal Opportunity Office prior to the deadline, please contact Alachua County Procurement for assistance at 352-374.5202. TDD/TTY users, please call [711](#) (Florida Relay Service). In accordance with the Provisions of the ADA, this document may be requested in an alternate format.

AD Date: Wednesday, July 10, 2024

3. Instruction to Proposers

3.1. [Submission of Request for Proposal](#)

To submit a proposal response to this solicitation the Proposer must be registered with the County's [Public Portal](#).

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal.

Each Proposer is responsible for full and complete compliance with all laws, rules, requirements and regulations which may be applicable.

Costs for the preparation and submittal of proposals in response to this Request for Proposal are entirely the obligation of the Proposer and shall not be chargeable in any manner to Alachua County.

Upon submission, all proposals become the property of Alachua County. Alachua County then has the right to use any or all documents, statements, and ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted.

All work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provision of services, unless otherwise stated in the executed contract.

The proposal response, containing all required documents, must be received by Alachua County Procurement by 2:00 pm on Wednesday, August 7, 2024. The proposer's submittal must be completed in the [Public Portal](#) prior to the 2:00 pm deadline. **THE COUNTY WILL NOT ACCEPT LATE SUBMITTALS.** Any required uploaded documents should be done in PDF format and be labeled correctly unless the solicitation states otherwise. The PDF document should be titled with proposer's name, RFP number, and if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in the [Public Portal](#) in order to be recognized by the County.

The response must be submitted with the proposer's name by an officer or an authorized representative of the business entity who is legally authorized to enter into a contractual relationship on behalf of the Proposer. An authorized representative who is not an officer may submit the proposal; in this case the Proposer must say yes to the [Submittals](#) section granting authorization to the officer or authorized representative to execute on behalf of the business entity.

3.2. [Withdrawal of Request for Proposal](#)

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in the County's [Public Portal](#) in order to be recognized by the County. Any Proposer may withdraw their proposal electronically at any time prior to the scheduled closing time for receipt of proposals. Any submittal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the County adequate time to award the Contract for the services and/or goods specified in this solicitation.

3.3. Addenda and Notices - Question and Answers

After thoroughly reading this Request for Proposals and Attachments, any proposer who has a question about a requirement or term in this Request for Proposal, its Attachments or its related documents, may submit a written interpretation request, via the Question and Answer Tab, by the deadline date for questions and answers referenced in the Introduction, to be considered for a response.

All such interpretations and any supplemental instructions, duly issued, will be posted to the [Public Portal](#). Oral answers will not be authoritative. All addenda so issued shall become part of the RFP documents.

Addenda Notification: Proposers are required to register for an account via the County's e-Procurement [Public Portal](#). Once proposer has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. It is sole responsibility of each proposer to periodically check the site for any addenda and further notices issued at <https://secure.procurenow.com/portal/alachuacounty>. Failure to receive or review an addenda or notice by the Proposer is not the fault of the County or County staff.

3.4. Acceptance/Rejection of Proposals

Alachua County reserves the right to reject any proposal which may be considered incomplete, unbalanced, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, or contain irregularities of any kind.

Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The County may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the agreement which results from this Request for Proposals.

Alachua County reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County's judgment, best serve the interests of the County. Additionally, the County reserve the right to award a contract to the next most qualified Proposer if a selected Proposer does not execute a contract within thirty (30) days after the award of the proposal. The thirty-day (30) time period may be extended an additional twenty (20) days where the selected Proposer is unavailable during the initial thirty-day (30) period.

3.5. Electronic Signatures

An electronic version of the submitted proposal shall have the same legal effect and enforceability as a paper version. An Electronic Submittal may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery and submission of a proposal any other associated document bearing an manually written or electronic signature, by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by e-mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and

pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

3.6. Public Record Exemption or Proprietary Confidential Information

Responses to this proposal receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is exempt from public records disclosure or exempt from disclosure because it constitutes a trade secret or proprietary confidential business information under Florida Law or is otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 must be submitted in in the [Submittals](#) section, clearly identified as "PUBLIC RECORDS EXEMPT". Furthermore, you must complete all of the Proprietary Information subsection found in the [Submittals](#) section.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County and its commissioners, officers, and employees from any claims, judgments, damages, penalties, and attorney's fees and costs, of the challenger and for costs and attorney's fees incurred by the County, by reason of any legal action challenging the designation.

3.7. Small Business Enterprise (SBE) Program Participation

The Alachua County Board of County Commissioners encourages the participation of small business enterprises in the provision of goods, services, and construction and utilize a participation program, where permitted. Small Business Enterprise (SBE) is a vendor that is certified by the Alachua County Equal Opportunity Office prior to the solicitation deadline. The Small Business Enterprise Program Participation Form, [Submittals](#) section, should be completed for your proposal to be considered responsive. Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies, equipment, services, and construction.:

A. The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.

B. SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for only by SBEs. SBE preferences will not be combined.

OPTION 1: Procurement will award a Proposer 15 points if the Proposer is a certified SBE (per Alachua County's current SBE registry at the time set for receipt of proposals) and at least 51% of the job will be performed by the Proposer.

OPTION 2: Procurement will award a Proposer 10 points who commits to meet or exceed the percentage participation goal of 30%.

OPTION 3: Procurement will award a Proposer 5 points who commits to meet the percentage participation goal of 15% - 29%.

OPTION 4: A Proposer will not receive points if all work is to be performed by the Proposer and no SBE subcontractors will be utilized for this proposal.

OPTION 5: A Proposer will not receive SBE preference points if all work is to be performed by the Proposer and subcontractors are Non-Small Business Enterprise vendors. The Proposer should complete a Option 5 to demonstrate a good faith effort to utilize SBE subcontractors.

- If options 1, 2, 3, or 4 were not chosen, the Proposer should complete Option 5 substantiating compliance with good faith effort requirements.

The Equal Opportunity Office maintains a directory of certified SBE's. The certified Alachua County Small Business Enterprise Directory is available at: [Alachua County Small Business Directory](http://www.alachuacounty.us/government/depts/as/eo/) or Visit our web address at <http://www.alachuacounty.us/government/depts/as/eo/> for a current listing of SBEs.

For information or to become certified as a Small Business Enterprise in Alachua County, contact the Equal Opportunity Office and request an application at: 352-374-5275 or TDD/TTY: Please Call 711 (Florida Relay System).

3.8. Volume of Previous Work

Volume of previous work will be determined by the actual fees rendered to the Proposer by Alachua County. These fees are based on actual payments made to the Proposer and are retrieved from the County's electronic financial system. Only a portion of these fees (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see below).

SAMPLE

PERIOD	ACTUAL FEE	FACTOR	ADJUSTED FEE
Current and last year (Oct 1 – Sept 30)	\$ 100,000.00	X 1.0	\$ 100,000.00
Second year past (Oct 1 – Sept 30)	\$ 100,000.00	X .08	\$ 80,000.00
Third year past (Oct 1 - Sept 30)	\$ 100,000.00	X .06	\$ 60,000.00
TOTAL ADJUSTED FEE CONSIDERED			\$ 240,000.00

POINTS	ADJUSTED FEE (AF) *
5	AF < 50,000
4	50,000 < AF < 100,000
3	100,000 < AF < 200,000
2	200,000 < AF < 300,000
1	300,000 < AF < 400,000
0	AF > 400,000

3.9. Alachua County Location Preference

The Location Preference factor provides points to local business entities who have an established local presence in Alachua County, Florida and local staff that will be directly involved in the project or services. A business entity is local based on the following criteria:

- Has a staffed and equipped office that has been in business in Alachua County for at least twelve (12) months prior to the advertisement for a Request for Proposal, Request for Qualifications, etc. by the Procurement; and
- Holds all business licenses required by the State, County, or a City within Alachua County; and
- Employs at least one (1) full time employee (FTE), or part-time employees' equivalent to one FTE, whose primary residence(s) is in Alachua County.

Depending on the County's funding source and certain requirements, the proposal must certify their local base firm status in [Submittals](#), and will receive 10 preference points, provide by procurement, in the RFP evaluation scoring.

3.10. Alachua County Government Minimum Wage (GMW)

Services solicited through this RFP are considered covered services under Chapter 22, Article XII, of the Alachua County Procurement Code ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting proposals.

The contractor shall certify via [Submittals](#) section it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors.

3.11. Drug Free Workplace

Florida Statutes, Section 287.087 states that whenever two or more proposals or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete the [Submittals](#) section.

3.12. Proposed Subcontractors Non-SBE

Proposers shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing the Proposed Subcontractor questions located in the [Submittals](#) section. No subcontractor shall be employed by the Proposers for the provision of these services without the written approval of the County.

3.13. Term of Contract and Renewals

The resulting agreement for services or goods with the selected Proposer will be effective for the period beginning on the date of the fully executed agreement. Generally, the term will begin on October 1, 2024, and continue through September 30, 2026 unless earlier terminated as provided herein. The

county has the option to renew this agreement for two (2) additional two (2) year-periods at the same terms and conditions outlined here in.

The vendor may choose not to renew with the County provided we have written notice ninety (90) days prior to our fiscal year starting on October 1st for each term renewal.

The amendments to extend the contract will be issued once the county has exercised the option to renew. A contract as a result of the solicitation, shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

3.14. Consideration of Proposals

Proposals will be considered from Proposers normally engaged in providing and performing the services specified herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service, as stated in the scope, to the County. The County reserves the right to inspect the facilities and organization of the Proposer or to take any other action necessary to determine ability for the Proposer to perform in accordance with specifications, terms, and conditions before recommending any award.

3.15. Corporate Resolution

A business entity can engage in business in its own name, entering into contracts, deeds and other legal documents, just like an individual. The board of directors can name the officers with authority to sign those documents in its bylaws or corporate resolutions. These officers named have the express, actual authority to legally bind the corporation to the documents they sign. That is, any document they sign will be considered signed by the business entity itself.

A vendor certifying a corporate resolution shall complete the [Submittals](#) section.

3.16. Right to Protest

Protests and appeals of solicitations and awards by a Proposer will be by the method provided in the Alachua County Procurement Code <https://alachuacounty.us/depts/procurement/pages/procurementmanual.aspx> . The term "Proposer" for this part includes any person or entity that responds to any type of solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a person or entity that submits a proposal in response to a Request for Proposal (RFP).

4. Terms and Conditions

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Proposer must comply with in order to be consistent with the requirements for this Request for Proposal. If the event of any conflict between the terms and conditions contained herein and the terms and conditions contained in the awarded agreement between the County and the awarded Proposer, the terms and conditions contained in the executed for the services/project Agreement will prevail. Any deviation from these or any other stated requirements, must be listed as exceptions in a separate appendix of the proposal provided by the County.

4.1. Non-Warranty of Request for Proposals

Due care and diligence has been used in preparing this Request for Proposal. The County shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Proposers to ensure that they have all information necessary to affect their proposals.

4.2. Request for Clarification

The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, either orally or in writing.

4.3. Required U.S. Department of Homeland Security E-Verify System

Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

4.4. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-proposer, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.5. Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory/disbarment vendor list may not submit a proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity; and may not transact business with any public entity.

4.6. Vendor Eligibility

An entity or affiliate who has been placed on any of the list's below may not respond to solicitation.

Convicted Vendor List

Suspended Vendor List

Discriminatory Vendor List

Scrutinized List of Prohibited Companies

Federal Excluded Parties List

Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

4.7. Workplace Violence

Employees of proposer's are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a proposer's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

4.8. Governing Law

This solicitation, its terms and conditions, and the resulting agreement shall be governed in accordance with the laws of the State of Florida. In the event any related legal action is brought, venue shall be in a court of competent jurisdiction in and for Alachua County, Florida.

4.9. Payments

All payments will be made in accordance with the terms and conditions set forth in the resulting Agreement.

If awarded, the Proposer shall accept payment from the County via EFT (Electronic Fund Transfer), and upon receipt of the approved Contract Order complete process with Alachua County.

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), unless otherwise provided.

4.10. Laws, Permits and Regulations

The selected Proposer shall, at the Proposer's expense, obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The Proposer shall comply with all federal, state, and local laws, ordinances, rules, regulations and building code requirements applicable to the project and services contemplated in the proposal. The selected Proposer is presumed to be familiar with all federal, state, and local laws, ordinances, code rules and regulations that may in any way affect the project and services. Ignorance on the part of the selected Proposer will in no way relieve it of responsibility.

All corporations, LLCs, limited and general partnerships, LLPs and LLLPs wishing to do business within the County must register, and be in active status, with the Florida Department of State, Division of Corporations at the following web site: <http://www.sunbiz.org/>. Failure to register and be active with the Florida Department of State may result in the proposal being determined as non-responsive.

The selected Proposer must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

4.11. Indemnification

If the Proposer is selected to provide services for the County, then an agreement will be entered between the County and the Proposer, and Proposer, or as Contractor, shall agree to protect, defend, indemnify, and hold harmless the County and its commissioners, officers, employees and agents (the “County”) from and against any and all claims, losses, penalties, damages, costs, charges, liabilities and cause of actions of every kind and character, including attorneys’ fees and costs, arising out of or directly or indirectly relating to scope of services and/or the Agreement and/or the performance hereof.

Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statutes, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity. Proposer agrees that indemnification of the County shall extend to any and all work performed by the Proposer, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Proposer's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and

expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of the Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

4.12. Default and Termination

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Proposer.

The County may terminate the contract without cause by first providing at least 72 hours written notice to the selected Proposer prior to the termination date. The County's Manager is authorized to provide written notice of termination on behalf of the County.

In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the selected Proposer. The County shall be the final authority as to the availability of funds.

4.13. Non Waiver

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

4.14. Independent Contractor

The Proposer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Proposer shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Proposer in the full performance of the services or work.

4.15. Successors and Assigns

The Proposer binds its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Request for Proposal. Any assignment or transfer by the selected Proposer of its interests in the resulting Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or the selected Proposer, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Proposer.

4.16. Conflict of Interest

The Proposer certifies that to the best of their knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified in this Request for Proposal.

Proposers are required to complete and answer the questions located in the [Submittals](#) section.

4.17. [Collusion](#)

The Proposer, by submitting their proposal form, declares that the proposal is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a proposal on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The Proposer, by submitting their proposal, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the proposing entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments.

4.18. [Purchases by Other Public Agencies](#)

With the consent and agreement of the successful Proposer(s), purchases may be made under the agreement by other governmental agencies, municipal corporations or political subdivisions. . Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. The agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

4.19. [Amendments](#)

The requirements of this Request for Proposal may only be amended upon written instrument or addenda issued by the County.

4.20. [Assignment of Interest](#)

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

4.21. [Assignment of Personnel](#)

All personnel assigned to the project and services by the Proposer will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

4.22. [Examination of Request for Proposals](#)

Before submitting a proposal, it shall be the Proposer's responsibility to examine thoroughly the Request for Proposals or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Proposer of complete performance under the contract.

4.23. Award of Contract(s)

The County reserves the right to award contracts to more than one (1) Proposer as determined to be in the best interest of the County.

5. Insurance

5.1. TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

OTHER INSURANCE PROVISIONS.

- A. The policies are to contain, or be endorsed to contain, the following provisions:
- B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- C. All CoveragesThe Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Email certificate to : Office of Management and Budget - twhite@alachuacounty.us

6. Scope of Services

The services requested by the County under this solicitation are for Broadband Deployment Assistance to Deliver Reliable Internet to Unserved and Underserved Areas in Alachua County.

6.1. Project Overview

Alachua County seeks proposals for the deployment of broadband internet services in the County, specifically targeting areas with inadequate or unreliable connectivity. The selected Internet Service Provider will be responsible for planning, implementing, and maintaining a robust broadband infrastructure to ensure reliable and high-speed internet access. The project aims to bridge the digital divide, providing equal opportunities for all residents to access online resources, education, and economic opportunities.

The work consists of:

- A. Conducting a thorough assessment of unserved and underserved areas to determine the optimal technology and infrastructure requirements.
- B. Develop and implement a comprehensive network design that ensures reliable coverage and high-speed internet access.
- C. Present plans for ongoing network maintenance, upgrades, and customer support to ensure uninterrupted services.
- D. Present a pricing structure that ensures affordability for residents and businesses, a detailed breakdown of the estimated costs associated with the deployment of broadband services in the specified areas.

6.2. Technical Requirements

This RFP does not dictate which technologies or solutions the Proposer should select or build, but rather leaves it to the Proposer to propose technologies that are suitable for deployment and able to reach the target areas.

Proposer is required to provide the following information on their tiers: Speed, Reliability, Monthly Cost (inclusive of fees), contract term, upfront costs (installation\equipment). This should be separated by residential and business class if offered.

In addition, any subsidies or offers that qualifying customers may qualify for should be noted.

6.3. Network Construction Standards

Proposers should expect that upon successful completion of a negotiated contract for deployment of the broadband network, and commencement of work by the selected contractor(s), the County will provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract.

The selected contractor(s) will fully engineer and permit the project prior to commencement of construction as a function of the negotiated contract.

Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to fiber optic installations.

Should wireless technology be selected for deployment, all towers, antennas, and other components utilized to deliver wireless broadband must comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state/county authority over zoning and land use regulations. All newly constructed towers shall become the property of the contractor; however, the County reserves the right to attach signal capability for Central Dispatch.

No fees may be charged to County for Central Dispatch use. Alternately if in the County's best interest, the County may choose to construct the tower and allow the contractor to co-locate.

The selected proposer will be expected to have all routes and tower sites surveyed by a licensed surveyor as well as provide the County with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design(s).

- A. Other construction requirements that are the responsibility of the successful contractor include:
- B. Provide the County with periodic reports of daily/weekly activities and progression towards milestones, such reports to include information as negotiated in the contract.
- C. Work with all appropriate agencies to obtain all required right of way approvals.
- D. Obtain all required permits and private easement approvals.
- E. Coordinate project deployment with all utilities.
- F. Obtain any necessary contractor licensing.
- G. Provide on-site construction inspections to ensure design.
- H. Coordinate and resolve third party or private claims.
- I. Repair any and all damages to private property.
- J. At all times, maintain an adequate staff of experienced and qualified employees for efficient performance.
- K. At all times, furnish or perform any services in a safe, proper, and workmanlike, manner.

6.4. Network Specifications

The Proposer must provide network architecture documentation.

This should include:

- A. Fiber/circuit/RF utilization
- B. Equipment to be used
- C. Active equipment locations
- D. Logical equipment designs and specifications
- E. Any other documents necessary to define and describe the intended architecture

Network architecture should consider a redundant topology that provides resiliency in the network. While not every component of the network can be redundant, where feasible the Proposer should take steps to make service offerings as resilient as possible.

The Proposer will be required to demonstrate network performance to specified test standards. These standards will need to be met for services offered and infrastructure built or contracted. Speeds will be tested and proven as negotiated in the contract.

The broadband services must offer high-speed internet with a minimum standard of 100 Mbps download speed and 20 Mbps upload speed to meet the needs of residential and business users. 1 Gbps for both download and upload symmetrical speed is ideal (but not required). Reliability and uptime are critical considerations.

6.5. [Service Coverage](#)

The proposed broadband internet services should cover areas currently lacking reliable connectivity. The Proposer should demonstrate the ability to reach remote and rural locations in their proposal. The County has identified the unserved and underserved areas. Attachment A illustrates the unserved and underserved areas of the County.

The target areas are:

- A. East Waldo and Earleton
- B. Island Grove (Southeast Alachua County, East of Micanopy)
- C. Northwest Corner of Alachua (North of High Springs)
- D. South High Springs (Northwest 182nd)

Clearly define which target area each work plan is for in the proposal by name and the timeline to get to 95% service for the households and business in that area. The County reserves the right to negotiate additional service areas.

Areas of need outside of these target areas will be considered. Vendors should provide reasoning for broadband expansion in a non-targeted area. Reference maps provided in the Attachments Section for reference maps to grants previously awarded, census blocks classified by percent served, and Focus census blocks. Attachment A illustrates target underserved and unserved areas for broadband infrastructure expansion.

For additional maps on grant awards, percentage of served BSLs, and focus census blocks for broadband infrastructure expansion please see attachments B through E.

County's intent to review proposals submitted and negotiate best way forward for the County, which may include modifications of the proposed project areas and services. Such modifications may be necessary to align with the evolving needs and priorities of the community. The Proposer shall undertake all reasonable efforts to accommodate such requests.

6.6. [Affordability](#)

The pricing structure should be competitive and affordable for residents in the target areas, with options for different service plans to accommodate various needs and budgets. Proposers must provide the pricing structure in their bid.

6.7. [Community Engagement](#)

Proposers should engage with the local community to understand their specific needs and concerns, and collaborate with local organizations to promote digital literacy and inclusion. Proposers should develop a community outreach strategy to ensure awareness, education, and inclusiveness in the deployment process.

6.8. [Digital Equity](#)

Proposer should provide methods on how they can engage the local community to improve Digital Equity through affordability, customer education, digital literacy, assisting disabled peoples, and other methods.

6.9. [Project Cost](#)

Proposer should include a fee schedule in their proposal. The County's goal is to provide the additional funding needed to cover the requested service to the targeted/negotiated areas of the scope. At a minimum, the fee schedule should describe the following:

- Total cost per targeted area, inclusive of all itemized cost.
- Total amount of itemized cost to the Proposer and the County to complete the project:
 - Total amount of the cost being provided by the proposer.
 - Total amount of funds being requested from Alachua County.
- Number of affected households.

7. Requirements and Organization

Proposals should be submitted setting forth the information called for below in the format required.

Each proposal should contain the following:

7.1. Ability and Competency of the Proposer

Proposer should provide a brief statement on the Proposer's background, organization, and size.

Proposer should also provide examples of past work of similar scope and budget. Preferably work that was done for a state or local government agency. Summary of the Proposer's current workload and ability to satisfy the County requirements. If applicable, identify aspects of the project to be subcontracted and which firm will the Proposer subcontract with.

7.2. Project Manager and Project Team's Competency and Qualifications

Identify the Project Manager, Project Team and Key Staff who would be directly assigned to this project. Provide resumes of the Project Manager, Project Team, and Key Staff to include years of experience within the area of specialty, length of service with the Proposer and knowledge of local government. Provide resumes of the sub-contracted individual(s) assigned to the projects are to be furnished as part of the submittal.

The one person designated to act as primary liaison between the Proposer and the County. In addition, an alternate should be designated to act in the temporary absence of the primary liaison. If any services are to be subcontracted, then those Proposers should be identified.

7.3. Project Understanding and Approach

Proposers should include a narrative to show their understanding of the scope and objectives to be performed in this project.

The Proposer should describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it, and indicate how this project will fit into the total workload of the Proposer during the project period.

7.4. Ability to meet Project Schedule and Budget Requirements

Provide the Project Manager, Project Team, and Key Staff's percentage of involvement, tasks and/or hours assigned to various team members. Proposers should include a draft project schedule, including key milestones, individual tasks, and major deliverable deadlines. Proposers should be able to meet time and budget requirements. Proposers should provide proof of insurability and other measures of financial stability.

7.5. Proposal Organization

The proposal should be organized per the requirements of this RFP. Proposal should not include an excessive amount of generic boilerplate language.

Proposers should include a letter indicating the Proposers interest in and knowledge of the project and willingness to provide the services.

7.6. [Effect of Project Team Location on Project Responses](#)

Procurement provides points to local firms ([Instruction to Proposers](#)) who have an established local presence and staff that will be directly involved in the project.

8. Selection Procedures

The Proposer selected to provide the services described herein will be selected from the qualified and responsive Proposers submitting responses to this request for proposal. The selection process will be as follows:

8.1. Contact with Members of the Evaluation Committee

To ensure fair consideration for all Proposers, the County prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in RFP. Additionally, the County prohibits communications initiated by a Proposer to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

- A. Any communication between Proposer and the County will be initiated by Procurement in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Proposer to anyone other than the appropriate Procurement representative may be grounds for disqualifying the offending Proposer from consideration of award of the proposal being evaluated and/or any future proposal.
- B. It will be the responsibility of the Proposer to review all solicitation documents prior to submitting a proposal and to ascertain if any addenda have been issued and to confirm receipt of executed addenda.

8.2. RFP Submittals

Proposals will be distributed to the County approved Evaluation Committee for a thorough review, evaluation and final ranking recommendation to the Board of County Commissioners (BoCC).

8.3. RFP Evaluation Committee

The proposals submitted in response to this RFP will be received and reviewed by Procurement for a limited, preliminary determination as to whether if the Submittal Sections of each proposal are responsive based on the answers to the Submittals section. For the purposes of this limited, preliminary determination of responsiveness, a responsive Proposer means a Person that has submitted a proposal conforming to the questions in the Submittals section in the requirements in the RFP. If determined by procurement to be responsive, then Procurement will distribute the information to the County's Evaluation Committee.

County's Evaluation Committee will determine as to whether each Proposal is responsive, responsible, and most advantageous to the County, taking into consideration price and other criteria set forth in the RFP. For the purposes of the County's Evaluation Committee's review, a responsive proposal means a proposal that conforms in all material respects to the requirements of this RFP. Accordingly, the County's Evaluation Committee will consider whether each Proposer correctly submitted and completed all of the necessary forms, documents, and information.

In the review process, the Evaluation Committee will determine whether each Proposer is responsible. For the purposes of this RFP, a responsible Proposer means a Person that (a) has the capacity in all respects to fully perform the contract requirements and (b) has the integrity and reliability that will ensure good faith performance.

At any time the County may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the County with any additional information reasonably requested by the County. The County shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the County deems necessary to fairly evaluate a proposal.

At any time the County may reject a proposal if the County concludes the Proposer is not qualified -- i.e., the Proposer does not satisfy the minimum criteria set forth in this RFP.

The Evaluation Committee will evaluate each submittal in accordance with the evaluation criteria identified in this Request for Proposal, including the [Proposed Requirements and Organization](#) and [Evaluation Phases](#).

In a Public Meeting, the Committee may discuss issues appropriate to the scoring. Committee Members do not have to agree on exact scores.

Depending on the complexity of the solicitation, additional meetings may be required, up to and including oral presentations. Oral presentations shall be made at no cost to Alachua County. During oral presentations the Proposer are expected to further detail their qualifications, approach to the project or services, and ability to furnish the required services.

At its option, the Evaluation Committee may allow for oral presentations. If oral presentations are allowed, the Evaluation Committee shall perform a ranking of the Proposers after the presentations are completed, using the same process that is described above. Phase 1 combined with Phase 2 of the evaluation process will produce a final ranking. The Evaluation Committee will present its final rankings and recommendations to the County Commission for approval and award of the contract.

Interest in Government Contracting: In accordance with F.S. sec. 287.05701, Alachua County, including any members of a selection committee utilized by the County, will not (a) give preference to a vendor based on the vendor's social, political or ideological interests, and (b) request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

8.4. [Agreement](#)

The County will finalize a contract with any, all, or none of the Proposer in order of the Final Ranking.

9. Evaluation Phases

The Evaluation Committee will evaluate the responsive proposals as follows:

The Evaluation Criteria will assess each responding ability based on experience and qualifications of key staff members, the Proposer's capability of meeting time and budget requirements, whether a Proposer is a certified Small Business Enterprise, location points, volume of work to the County, and the Proposer's record with regard to this type of work, particularly in the County or in Florida.

The Evaluation Committee will assess how effectively the requirements of the scope of services have been addressed. The proposal should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.

The Evaluation Committee will not be impressed with excessive boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations, or work not involving personnel to be assigned to the proposed project.

Oral (Optional) presentation should address both the technical qualifications of the Proposer and their approach to the project.

Importance is given to the Proposer's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Evaluation Committee will assess the project manager's capability and understanding of the project and their ability to communicate ideas. The role of key members of the project team should be established based on the scope of services and the Proposer's approach to the project. The role of any subcontractor should be clearly identified in the proposal.

Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done."

9.1. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Ability and Competency of the Proposer</p> <p>A. Did the proposal provide a brief statement of background, organization, and size?</p> <p>B. Does the proposal have experience with past work of similar scope and budget?</p> <p>C. Has the proposal recently done this type of work for a state, or local government in the past?</p> <p>D. Does the Proposer’s workload and ability satisfy County requirements for this project?</p> <p>E. Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?</p> <p>Based on questions above, award points as follows:</p> <p>A. 45 - 30 points - Exceptional Experience</p> <p>B. 29 - 10 points - Average Experience</p> <p>C. 9 - 0 points - Minimal Experience</p>	<p>Points Based</p>	<p>45 <i>(22.5% of Total)</i></p>
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<p>2.</p>	<p>Project Manager and Project Team's Competency and Qualifications</p> <p>A. Was a project team identified?</p> <p>B. Do the Project Manager, Project Team and Key Staff have experience with projects comparable in size and scope?</p> <p>C. Do the Project Manager, Project Team and Key Staff have experience with state or local government?</p> <p>D. Does the Project Manager have a stable job history?</p> <p>E. Is the team makeup appropriate for the project?</p> <p>F. Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?</p> <p>G. Was a point of contact identified?</p> <p>H. Was there an alternate to the point of contact identified?</p> <p>I. Are the subcontractors, if any, identified?</p> <p>J. Does the subcontractor have experience with projects comparable in size and scope?</p> <p>Based on questions above, award points as follows:</p> <p>A. 20 - 10 points - Exceptional Experience</p> <p>B. 9 - 0 points - Minimal Experience</p>	<p>Points Based</p>	<p>20 (10% of Total)</p>
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<p>3.</p>	<p>Project Understanding and Approach</p> <p>A. Did the proposal indicate a thorough understanding of the project, the scope, and objectives through a concise narrative?</p> <p>B. Did the proposal address each component of the Scope of Services?</p> <p>C. Did the proposal indicate providing services in the entire area selected, or only a portion?</p> <p>D. Did the proposal describe the approach to the provision of services as required and the specific work plan to be employed to implement it?</p> <p>E. Is the appropriate emphasis placed on the various work tasks?</p> <p>F. Did the firm develop a workable approach to the project?</p> <p>G. Does the proposal specifically address the County's needs or is it "generic" in content?</p> <p>H. Does the proposal indicate how this project fits into the total workload of the Proposer during the project period?</p> <p>Based on questions above, award points as follows:</p> <p>A. 60 - 40 points - Exceptional Experience</p> <p>B. 39 - 20 points - Average Experience</p> <p>C. 19 - 0 points - Minimal Experience</p>	<p>Points Based</p>	<p>60 <i>(30% of Total)</i></p>
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<p>4.</p>	<p>Ability to Meet Project Schedule and Budget Requirements</p> <p>A. Did the Proposer provide a draft project schedule that includes: milestones, individual tasks and major deliverable deadlines?</p> <p>B. Is the draft project schedule reasonable based on quantity of personnel assigned to the project?</p> <p>C. Did the Proposer provide a cost-share for the project?</p> <p>D. Is the amount requested reasonable for the project’s tasks and Proposer’s financial commitment?</p> <p>E. Is the pricing amount requested in line with the County’s budget?</p> <p>F. Does the information contained in the proposal indicate that the firm will, or will not, meet time and budget requirement?</p> <p>Based on questions above, award points as follows:</p> <p>A. 40 - 20 points - Exceptional Experience</p> <p>B. 19 - 10 points - Average Experience</p> <p>C. 9 - 0 points - Minimal Experience</p>	<p>Points Based</p>	<p>40 <i>(20% of Total)</i></p>
<p>5.</p>	<p>Proposal Organization</p> <p>A. Was the proposal organization per the RFP? Did the Proposer include a letter of interest?</p> <p>B. Was all the required paperwork submitted and completed appropriately?</p> <p>C. Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?</p>	<p>Points Based</p>	<p>5 <i>(2.5% of Total)</i></p>

6.	Volume of Previous Work (VOW) awarded by the County Points Provided by Procurement.	Points Based	5 <i>(2.5% of Total)</i>
7.	Location Points Provided by Procurement.	Points Based	10 <i>(5% of Total)</i>
8.	Small Business Enterprise Participation (SBE) Points Provided by Procurement.	Points Based	15 <i>(7.5% of Total)</i>

9.2. Oral Presentation (Optional)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding of Project A. Did the presentation indicate a thorough understanding of the project? Is the appropriate emphasis placed on the various work tasks? B. Was the presentation more specific to the County's project or a "generic" presentation? C. Did the firm develop a workable approach to the project?	Points Based	50 <i>(25% of Total)</i>
2.	Responsiveness to Questions A. Were questions answered directly or evasively? B. Were answers to questions clear and concise or scrambled and verbose?	Points Based	40 <i>(20% of Total)</i>
3.	Project Team A. Did the project team participate? B. Was project team plan of action presented and how specifically did it address the project? C. Was there participation from any subcontracted firms? What was the impact of their participation?	Points Based	50 <i>(25% of Total)</i>

<p>4.</p>	<p>Project Manager</p> <p>A. Does the project manager have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?</p> <p>B. Did the project manager participate in the presentation? How effectively did he/she communicate ideas and respond to questions?</p>	<p>Points Based</p>	<p>50 <i>(25% of Total)</i></p>
<p>5.</p>	<p>Other</p> <p>A. Award additional points for unique experience or abilities; organization of approach; understanding of "why it is to be done", as well as, "what is to be done," etc. Do not award points for excessive boilerplate, excessive participation by "business development", and use of "professional" presenters.</p> <p>B. The Other Factors to be considered, but not limited to, are those items, such as Small Business Enterprise status, past performance, and previous amount of work for Alachua County. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the County's Procurement Code.</p>	<p>Points Based</p>	<p>10 <i>(5% of Total)</i></p>

10. Submittals

10.1. Corporate Resolution Granting Signature*

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the proposer. An authorized representative who is not an officer may sign the proposal, but may or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFP?

Please confirm

*Response required

10.2. Mandatory Pre-Bid Attendance*

Confirm that you attend the Mandatory Pre-Bid meeting, and that you signed the Sign-in Sheet matching your submitting vendor name?

Yes

No

*Response required

10.3. State Compliance*

All corporations, LLCs, limited and general partnerships, LLPs and LLLPs wishing to do business within the County must register and be active with the Florida Department of State, Division of Corporations at the following web site: <http://www.sunbiz.org/>

Failure to register and be active with the Florida Department of State may result in the bid being determined as non-responsive.

Upload your registered documents below.

*Response required

10.4. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request*

As a proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. **Please designate what portion of your proposal, if any, qualifies to be exempt from inspection and copying.**

Answer NO if:

NO PART OF YOUR SUBMISSION IS EXEMPTION FROM FLORIDA PUBLIC RECORDS LAW

No part of the proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Answer Yes if:

ALL OR PART OF YOUR SUBMISSION IS CLAIMED BY YOU TO BE EXEMPT FROM FLORIDA PUBLIC RECORDS LAW AND YOU AGREE TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification - e.g., trade secret):

By claiming that all or part of the proposal is exempt from the Florida public records law, the undersigned proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the proposal. The undersigned proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Yes

No

*Response required

10.5. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request*

If you claimed no (i.e., you do not claim an exemption) answer N/A here.

If you claimed yes, (i.e., you do claim an exemption), explain which part/s are exempt below:

I CLAIM THAT THAT THE FOLLOWING PARTS OF MY PROPOSAL ARE EXEMPT FROM FLORIDA PUBLIC RECORDS LAW AND AGREE TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification - e.g., trade secret):

By claiming that all or part of the proposal is exempt from the public records law, the undersigned proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the proposal. The undersigned proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required

10.6. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request

If you claimed yes, do you have a Proprietary Exemption, attach the exempt files here.

If you choose no, move to the next question.

10.7. Small Business Enterprise Option 1: SBE Proposer*

The Consultant is an Alachua County Certified Small Business Enterprise

If you select "Yes", answer No on SBE Options 2, 3, 4 and mark N/A on SBE Option 5.

If you select "No" move to SBE Option 2.

Procurement will award a Consultant 15 points if the Consultant is a certified SBE per Alachua County's Equal Opportunity Office's current SBE registry at the submission deadline and at least 51% of the job will be performed by the Consultant.

Yes

No

*Response required

When equals "Yes"

10.7.1. Alachua County Small Business Enterprise Certificate*

Upload your Alachua County SBE Certificate.

*Response required

10.8. Small Business Enterprise Option 2: 30% SBE Proposer Participation*

The Consultant commits to using 30% SBE participation in subcontracted work.

If you select "Yes", answer No on SBE Options 1, 3, 4 and mark as N/A on SBE Option 5.

If you select "No" move to SBE Option 3.

Procurement will award a consultant points who commits to meet or exceed the percentage participation goal of 30% as established by the Procurement and Equal Opportunity Office.

Yes

No

*Response required

When equals "Yes"

10.8.1. Alachua County Small Business Enterprise Certificate*

Upload your Sub-Contractor(s) Alachua County SBE Certificate. If you are using more than one, combine and upload as a single pdf. file.

*Response required

10.9. [Small Business Enterprise Option 3: 15% - 29% SBE Prosper Participation*](#)

The Consultant commits to using 15% - 29% SBE participation in subcontracted work.

If you select "Yes", answer No on SBE Options 1, 2, 4 and mark as N/A on SBE Option 5.

If you select "No" move to SBE Option 4.

Procurement will award a consultant 5 points who commits to meet the percentage participation goal of 15% - 29% as established by Procurement and the Equal Opportunity Office.

Yes

No

*Response required

When equals "Yes"

10.9.1. [Alachua County Small Business Enterprise Certificate*](#)

Upload your Sub-Contractor(s) Alachua County SBE Certificate. If you are using more than one, combine and upload as a single pdf. file.

*Response required

10.10. [Small Business Enterprise Option 4: No Subcontractors*](#)

The Consultant will perform ALL work and that no subcontractors will be utilized for this proposal.

If you select "Yes", answer No on SBE Options 1, 2, 3 and mark as N/A on SBE Option 5.

If you select "No" move to SBE Option 5.

A consultant will not receive points if all work is to be performed by the Consultant and no SBE subcontractors will be utilized for this proposal.

Yes

No

*Response required

10.11. [Consultant Small Business Enterprise Good Faith Effort Option 5.*](#)

If you selected "NO" on SBE Options 1, 2, 3 and 4, complete SBE Option 5.

A consultant will not receive points if all work is to be performed by the Consultant and subcontractors are Non-Small Business Enterprise vendors. The consultant should complete Option 5 to demonstrate a good faith effort to utilize SBE subcontractors.

- If options 1, 2, 3, or 4 were not chosen, the Consultant should complete Option 5 substantiating compliance with good faith effort requirements.

In accordance with the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be entered in the section below.)

Name of SBE Vendor Contacted: _____

Date SBE was Contacted: _____

SBE Contact Name: _____

Phone #: _____

SBE Response when contacted: _____

*Response required

10.12. Alachua County Government Minimum Wage*

Select which option that apply:

- Employees involved with Alachua County projects are paid a minimum of \$17.00 hourly or the current prevailing wage and are provided health benefits.
- Employees involved with Alachua County projects are paid a minimum of \$19.00 hourly or the current prevailing wage but are not provided health benefits.
- Employees are not paid Alachua County's Government Minimum Wage.

*Response required

10.13. Alachua County Location Preference*

Do you meet the Alachua County Location Preference, found in [Instruction to Proposers](#)?

- Yes
- No

*Response required

10.14. Drug Free Workplace*

In accordance with §287.087, Florida Statutes

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo

contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Yes

No

*Response required

10.15. Vendor Eligibility*

Confirm that the submitting proposer has not been placed on any of the list's below:

Convicted Vendor List

Suspended Vendor List

Discriminatory Vendor List

Scrutinized List of Prohibited Companies

Federal Excluded Parties List

Please confirm

*Response required

10.16. NON-SBE Subcontractors*

List all subcontractor's being utilized on this RFP, (NON-SBE) If no sub contractor are being utilized respond N/A

Name of Sub-Contractor: _____

Address: _____

Scope of Work to be Performed: _____

*Response required

10.17. Responsible Agent Designation*

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and

returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

1. Include name, email, phone number

ALTERNATE RESPONSIBLE AGENT:

2. Include name, email, phone number

*Response required

[10.18. Conflict of Interest*](#)

The proposer certifies that to the best of its/his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this proposal. (Select yes, if there is no conflict of interest)

Please confirm

*Response required

[10.19. Request for Proposal Submittal Documentation*](#)

Upload your Request for Proposal documentation, in PDF format, with all required information and applicable documents in this section for review.

*Response required

[10.20. Acknowledgement of Requirements*](#)

Did you review and complete all the required documents, attachments, addenda and questions and answers?

Please confirm

*Response required

11. Sample Agreement

11.1. Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &

FOR _____
NO. (#)

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and _____, a (Business Entity Type) which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a(n) (ITB, RFP, RFQ) seeking qualified professionals to provide _____ (Description); and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. Recitals. The foregoing recitals are incorporated herein.
2. Scope. In accordance with the terms and conditions of this Agreement, Professional agrees to provide _____, as more particularly described in the Scope of Services attached hereto as Exhibit “1” and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. Term. This Agreement is effective on the day the last Party signs it and continues until _____, 20____, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for (#) additional (#) year term(s).
4. Qualifications. By executing this Agreement, Professional makes the following representations to County:

A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.

B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.

C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.

D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. Payment.

A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as Exhibit "2" and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of \$ _____.

B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [and the time expended, if billed by hour], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

(Department Name)

(Address)

(City, Florida, Zip Code)

D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. Insurance. Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in Exhibit "3" attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit "3-A".

7. County Property. Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

8. Deliverables. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

9. Permits. Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. Personnel. Professional will assure that all Professional's personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. Barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by Professional, will perform the Services:

Name

Function

In the event a person above is no longer going to provide the Services or Professional intends to substitute personnel listed above, Professional will notify the County. Professional will propose to the County a different person with equal or higher qualifications. A modification of the above personnel list does not require an amendment to this Agreement. At the discretion and upon request of the County Manager or his/her designee, Professional will cease having a named employee provide Services to the County under this Agreement. The County reserves the right to terminate this Agreement due to a change in Professional's personnel during the term of this Agreement.

11. Alachua County Minimum Wage. If, as determined by County, the Services to be performed under this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as Exhibit "4". Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour

\$18.00 per hour without health benefits

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. Default and Termination.

A. Termination for Default: The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the

terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. Indemnification. PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY

AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. Notice. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

To County:

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting

dmw@alachuaclerk.org

15. Standard Clauses.

A. Public Records. In accordance with §119.0701, Florida Statutes, Professional, when acting on behalf of the County, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of

this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing

obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

- E. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- F. **Amendment and Assignment.** The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- G. **Additional Services.** Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.
- H. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
- I. **Independent Contractor.** In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.
- J. **E-Verify.** Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>
- K. **Conflict of Interest.** Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.
- L. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- M. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation

problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

Request For Proposal #RFP 24-485-PM

Title: Broadband Deployment Assistance to Deliver Reliable Internet to Unserved and Underserved Areas in Alachua County

By:

Print:

Title:

Date: _____

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By:

_____, Chair

Board of County Commissioners

Date: _____

IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY COUNTY MANAGER IF SIGNED BY COUNTY MANAGER CLERK DOES NOT ATTEST AND SIGNATURE BLOCK IS REMOVED

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

Exhibit 1: Scope of Services

Exhibit 2: Payment Schedule

Exhibit 3: Insurance Requirements

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: _____

Request For Proposal #RFP 24-485-PM

Title: Broadband Deployment Assistance to Deliver Reliable Internet to Unserved and Underserved Areas in Alachua County

Contract or Bid/RFP #: _____

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

(Company Name)

(Address)

(City, State, Zip Code)

(Phone)

(Email Address)

PROFESSIONAL

By:

Print:

Title:

Date: _____