



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori Krinkey, Purchasing Analyst

(863) 402-6528, Direct Line

LKrinkey@HighlandsFL.Gov, E-mail

REQUEST FOR PROPOSAL

RFP No: 22-023-LLK County-wide Broadband

- | | | |
|----------|----------------------------------------------|-------------------------------------------------------|
| x | Pre-Solicitation Meeting: | None Scheduled for this solicitation |
| | Location: | N/A |
| ✓ | Request for Information
Deadline: | Wednesday, December 21, 2022, prior to 5:00 PM |
| ✓ | Submission Deadline: | Tuesday, January 03, 2023, prior to
3:30PM |

Advertised Date: Saturday, October 29, 2022 & Saturday, November 05, 2022



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)
INVITATION**

The Board of County Commissioners ("County"), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department ("Purchasing") for the following:

RFP NO. 22-023-LLK County-wide Broadband

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

Determination of Proposer's qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

A PRE-PROPOSAL meeting will NOT be held for this solicitation.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact, prior to the deadline time and date, listed on the cover page.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, January 03, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

- **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive adobe file. **File name is to be in the following format: 22-023-Proposer Name**

OR

- **Hard Copy submission** in a sealed and marked package. Affix the supplied "Sealed Solicitation Label" with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: all-inclusive identical paper copies, **one (1) original paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (Thumb drive) of the original response in a single unlocked Adobe file titled **"22-023-Proposer Name."**

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will NOT apply to the award of this solicitation.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes should contact ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS (Non-CCNA)

1. DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:
 - 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
 - 1.2. **Proposer** means the individual, firm, partnership, corporation, association, or other legal entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents. May also be referred to as "Contractor" Or "Respondent."
 - 1.3. **Contract/Agreement** An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.

2. RESERVATION OF RIGHTS:

This RFP constitutes only an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options:

- 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
- 2.2. To issue additional subsequent RFPs.
- 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
- 2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
- 2.5. The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
- 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
- 2.7. Make available to Proposer any data available in the County's files pertaining to the work to be performed under this RFP.
- 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP, contracts, or amendments.
- 2.9. Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any Contract.
- 2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP upon request.
- 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

3. PUBLIC RECORD:

3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

3.2. Proposer agrees to comply with public records laws, specifically to:

- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 3.2.2. 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 Statutes, Chapter 119, or as otherwise provided by law.
- 3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract.
- 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the awarded Proposer or keep and maintain public records required by the County to perform the services set forth herein. If the awarded Proposer transfers all public records to the County upon completion of the contract, the awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Proposer keeps and maintains public records upon completion of the contract, all applicable requirements for retaining public records shall be met. 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 information technology systems of the County.

4. DOCUMENTS OR PHOTOGRAPHS:

- 4.1. All Proposals shall become the property of the County.
- 4.2. The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
- 4.3. All reports or documents resulting from the ensuing contract will remain the sole property of the County.

- 4.4. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
 - 4.5. Except as otherwise required by law, Respondents shall provide copies of any records related to contract solely at the cost of reproduction.
5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

5.1. **Truth-in-Negotiation:** Section 287.055(5)(a) Truth-in-Negotiation

The proposer that receives the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The contract for this RFP shall also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

5.2. **Contingent Fees:** Section 287.055(6) Prohibition Against Contingent Fees (6)(a)

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) 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 architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of that provision above, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(6)(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided by law.

- 5.3. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
- 5.4. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.
"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."
- 5.5. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- 5.6. **Board policy prohibits** any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.
6. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receives services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
7. **PROPOSER/RESPONDENT:**
- 7.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to perform the described task(s) in the State of Florida.
- 7.2. Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
- 7.3. The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.
- 7.4. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.

- 7.5. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
- 7.6. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
- 7.7. The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.
- 7.8. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- 7.8. **Litigation, Suspension or Debarment:** Disclose any litigation within the last 5 years any suspension or debarment of the Bidder/Proposer or their agent, person, or entity is required for County review. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.
- 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.

8. PREPARATION OF PROPOSAL:

- 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
- 8.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.

- 8.4. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- 8.5. E-mailed and faxed Proposals will not be accepted.
- 8.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business (W/MBE) certificate, professional license or certification(s.)
- 8.8. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

9. REQUEST FOR INFORMATION (RFI)/ADDENDA:

- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
- 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
- 9.3. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
- 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
- 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.

10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.

11. JOINT PROPOSALS:

- 11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.

12. RESPONSES RECEIVED LATE

- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

13. SELECTION PROCEDURE:

- 13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- 13.2. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any, and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposer.

14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:

- 14.1. In the Ranking process, number 1 shall be deemed as the highest rank progressing from there as the next highest.
- 14.2. **Step 1:** The Proposer that has the highest number of number 1 rankings or the highest number of individual score shall be deemed ranked as the higher Proposer.
- 14.3. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings or the highest number of 2nd place individual score shall be the higher ranked Proposer.
- 14.4. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain, the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
- 14.5. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 14.6. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 14.7. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked or scoring Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Respondents will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Florida Statutes. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.

- 15.2. Procurement and contracting of all Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and 2 CFR 200, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.
- 15.3. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.4. The successful Respondent shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

16.1. **Authorization Of Work:**

- 16.1.1. Allowable Costs: A determination of allowable costs in accordance with Federal Cost Principles will be performed for services rendered under any resulting contract from this solicitation.

18. CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

- 18.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 18.2. **Personnel:**
 - 18.2.1. Maintain an adequate staff of qualified personnel.
 - 18.2.2. Not subcontract, assign or transfer any work under any continuing contract, CSA or TOA with the County without the written approval of the County.
- 18.3. **Standard of Work:**
 - 18.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
 - 18.3.2. If, at any time during the contract term, the service performed, or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant.
- 18.4. **Coordination of Work:**
 - 18.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
 - 18.4.2. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.

18.5. **Change in Scope:**

- 18.5.1. Perform any additional work required for a particular change order approved by the County.
- 18.5.2. Have approval from the County in writing prior to commencement of any change order.

18.6. **Complaints:**

- 18.6.1. The contract will provide that complaints against the awarded proposer will be processed through the Purchasing Division and are to be corrected within five (5) business days.
- 18.6.2. Written response to the Purchasing Manager is required.
- 18.6.3. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- 18.6.4. Repeat complaints against the awarded proposer may result in termination of contract.

18.7. **Assignment of Contract:** The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the County. All matters dealing with these actions must be conducted in written format.

18.8. **ADA Compliance:** The contract will provide that any ADA or work conditions complaints against the proposer will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the awarded proposer may result in termination of contract.

18. TERMINATION

- 18.1. Any contract entered into pursuant to this RFP may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 7 days written notice to the Respondent. Unless the Respondent is in breach of the Contract, the Respondent shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Respondent shall.
 - 18.1.1. Stop work on the date and to the extent specified.
 - 18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
 - 18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
- 18.2. Continue and complete all parts of the work that have not been terminated.

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- 18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Respondent or any employee or agent of the Respondent is convicted of any crime arising out of or in conjunction with any work being performed by the Respondent for or on behalf of the County. The County reserves the right to suspend the qualifications of the Respondent to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Respondent is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Respondent's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Respondent.

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SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Work or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Occurrence Form Required: The Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** The Consultant shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. **WORKERS' COMPENSATION INSURANCE:** The Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The Consultant shall have and maintain professional liability insurance with a limit not less than \$2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 5.1. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - 5.1.1. "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

- 5.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - Such notification will be in writing by registered mail, return receipt requested, and addressed to the Highlands County Board of County Commissioners, Attn: Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 5.1.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
- 5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 5.3. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.
- 5.4. The Consultant shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Consultant to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 5.5. Renewal:
 - 5.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 5.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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SECTION 3. SPECIAL CONDITIONS

1. Basis of Award

The County shall award to the top ranked, responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process.

2. Term

2.1. The time shall be negotiated with the awarded proposer.

2.2. The term shall commence from the date of the Notice to Proceed through the duration of the project final completion.

2.3. Final Completion shall be in accordance with the ARPA requirements and shall not exceed mandated deadlines.

3. Qualifications

3.1. Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations, and

3.2. Three (3) years successful experience for specified work. Sunbiz.org print out will be utilized to establish number of years in business under current name.

4. Special Tasks: (as applicable)

4.1. Proposer(s) must adhere to applicable funding mandates. The requirements could include, but are not limited to the following, in the current version, as applicable:

4.1.1. 2 CFR 200

4.1.2. 49 CFR 26.51; 337.139, F.S;

4.1.3. Disadvantaged Business Enterprise (DBE) utilization data & payment reporting and Bid Opportunity Reporting is required by the selected proposer. DBE participation is encouraged. DBE participation is not required for contract award.

4.1.4. 31 CFR to include State and Local Fiscal Recovery Funds and regulations therein.

5. Bond/Surety (Construction)

5.1. Bonding/Surety is required for construction projects over \$200,000.00 unless otherwise noted. Additionally, the Purchasing Department may require a Payment and Performance bond when it is deemed to be in the best interest of the County to ensure that the contract is carried out in accordance with the applicable specifications and at the agreed contract price.

5.2. Payment and Performance bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida shall be required. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the performance under such Contract.

5.2.1. A Payment and Performance bond must be properly executed, by the Surety Company and awarded Vendor, and recorded with the Highland County Clerk of Court, within **seven calendar days** after notification by Highland's County of the approval to award the Contract.

5.2.2. A **Clean Irrevocable Letter of Credit** may be accepted by the County in lieu of the Public Payment and Performance Bond.

5.3. Only bond form(s) may be accepted.

5.4. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bond ability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

6. **Liquidated Damages (construction)**

6.1. Liquidated Damages will be negotiated with the awarded vendor for inclusion in the Construction Phase GMP amendment to the Agreement/Contract.

7. **Ownership of documents /intellectual property rights**

7.1. Highlands County Board of County Commissioners shall retain the ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specification, other documents or copies thereof on extension of the Project or any other project. The Contractor or subcontractor may not reuse without written consent of Owner and Engineer and specific verification or adaption by Engineer;

7.2. In addition, the contractor or subcontractor and suppliers shall not have or acquire title or ownership rights in any other Contract Documents, reuse any such Contract Document for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

7.3. The prohibitions of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

8. **Confidential/Proprietary:** Any documentation provided that is considered proprietary, confidential, copyright, etc. shall have each page clearly marked with the supporting statute noted.

9. Performance evaluation will be conducted on all contracted services.

8. **Budget:** Sufficient appropriation of funds.

9. **Change Order(S):** The awarded proposer shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought.

10. **Pricing:**

Invoicing / Compensation:

- 10.1. Invoices shall contain sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory. The draws frequency will be negotiated and included in the contract.
- 10.2. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.
- 10.3. The invoice, at a minimum, shall include the Purchase Order Number, a detailed identification of the services performed, location, if applicable, and the day the services were performed or completed. The invoice shall also include documentation for pre-approved reimbursable costs, if any, incurred during the period covered by the invoice.

11. Failure To Perform:

- 11.1. The awarded proposer shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order.
- 11.2. Failure to satisfactorily complete the work as scheduled may result in written notice to the awarded proposer terminating its right to proceed as to the whole or any part of the contract.
- 11.3. Should the awarded proposer be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the awarded proposer has agreed, and the County is forced to complete the work with a different provider, the difference in the Proposal price of the services and the price paid the new provider to complete the work shall be charged to and paid for by the awarded proposer.
- 11.4. The awarded proposer shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided awarded proposer notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the awarded proposer fails to comply with any of the provisions of this RFP or of the contract.

SECTION 4. SCOPE OF WORK

1. Introduction/Background:

1.1. COUNTY OVERVIEW

Located in the center of the sunshine state, Highlands County, Florida encompasses 1,029 square miles of the state's heartland, and is home to three growing municipalities: the cities of Avon Park and Sebring, and the Town of Lake Placid. Per data from the U.S. Census Bureau, the County has a growing population of over 106,000 people (population estimate, July 1, 2019) which is a 7.5 percent population change from April 1, 2010 (estimate base) to July 1, 2019, and as of 2010 97.2 population per square mile. Per 2015-2019 Census data, in the County there are 41,740 households with 2.43 persons per household. 83 percent of those households (33,392) have a computer. In addition, 74.3 percent (31,012) have a broadband internet subscription, but that still leaves at least 25 percent of households unserved, and of the 74.3 percent with existing broadband subscriptions – a decent portion are certainly underserved.

2. Purpose:

- 2.1. Highlands County (the County) is seeking a public or private partner that can design, build, finance, operate, and manage (DBFOM) an affordable, reliable, and scalable all fiber optic middle mile network to support next generation high speed broadband internet to businesses, residences, and other entities. This should allow for the expansion of economic development, distance education, telemedicine, smart government applications, digital divide solutions, and other advanced internet and IP based products and solutions.
- 2.2. As part of this network, the County is also requesting a dedicated fiber-based private wide area network (WAN) for the purpose of interconnecting county buildings located throughout the county.
- 2.3. The County seeks innovative and creative solutions and welcomes various business models and approaches to consider, in addition to the specific request made in this document. The County understands that it may be unlikely that one entity fills this role of experienced provider, capital partner, and smart county solution provider, and so is willing to consider responses that include multiple parties.
- 2.4. The proposals submitted and the contract, if awarded, shall be in complete accordance with, without limitation, this request for proposal, attached specifications, all codes, requirements and regulations referenced therein, unless changes are mutually agreed upon by Highlands County and the selected vendor during contract negotiations.
- 2.5. The County plans to seek state and/or federal grant funding for this project. In addition, the county expects the successful vendor to contribute significant capital investment and to be experienced in and assist the County in identifying and applying for and securing additional sources of state or federal grant funding. The County will also contribute funding to this project.

Highlands County has varying population density per census tract:

Census Tract	Population Density	Total Population	Land Area (sq mi)
9604.02	903.7	3,098	3.4
9604.01	659.9	4,044	6.1
9602	261.3	4,402	16.8
9601.01	61.0	2,710	44.4
9801	0.0	0	83.3
9603	2,760.3	4,334	1.6
9605.01	176.9	1,296	7.3
9605.03	339.5	4,298	12.7
9601.05	712.7	1,650	2.3
9601.04	776.9	2,851	3.7
9601.02	450.3	1,399	3.1
9605.04	1,943.3	3,159	1.6
9607	1,062.5	4,037	3.8
9608	2,660.8	2,617	1.0
9611	2,377.1	3,937	1.7
9609	183.5	2,779	15.1
9610	41.0	4,558	111.1
9606.02	863.4	6,107	7.1
9606.01	2,180.1	2,945	1.4
9800	2.9	42	14.3
9613.01	520.2	6,787	13.0
9613.04	397.1	2,909	7.3

9613.03	279	1,368	4.9
9612.01	1,412	2,406	1.7
9612.02	113.1	2,477	21.9
9802	0.0	0	3.0
9614.01	111.9	3,278	29.3
9614.02	486.8	2,478	5.1
9615	32.8	5,167	157.6
9616.02	10.2	1,028	100.4
9616.01	4.7	1,209	255.1
9616.04	425.6	2,559	6.0
9616.05	795.5	4,012	5.0
9617.01	386.9	3,158	8.2

The data in the table above was pulled manually from the [2020 Census Demographic Data Map Viewer](#). Please reference the map viewer for accuracy.

Florida has one of the most extensive multi-modal infrastructures in the world, and Highlands County is strategically located in the center of it all. Within a 2-hour radius Highlands County businesses and residents can access 10 international and commercial airports, 8 deep water seaports, three major interstates, and the Florida Turnpike. The County's inland location provides ample room for growth and miles of uncongested routes outside of Florida's metro areas. U.S. Highway 27 is the County's main north/south connector, with access directly to Interstate 4 to the north and South Florida markets to the south. U.S. Highway 98 and State Roads 64, 66, and 70 are east/west connectors that link to Florida's Turnpike and Interstates 95 and 75. More than 86 percent of Florida's population is located within a 2-hour radius, that's more than 18 million people.

The County's central location makes the area primed to quickly receive, produce, and distribute goods regionally and globally. Highlands County's economic history is deeply rooted in agriculture with immense areas of citrus groves, ranches and other agricultural uses that are interspersed throughout the community and in some instances segmenting residential and commercial concentrations. As such, sections of broadband service are located within inconsistent pockets around the County and within the municipalities. Agriculture is still the County's fourth largest industry based on employment.

Healthcare is the County's largest industry by employment with two hospital systems and three campuses spanning the community, as well as several assisted living and retirement facilities. Five of the County's top ten private businesses are in the Health and Social Service industry. Electronic records and tele-health are very important factors in this industry throughout the County.

The County targets specific industries for economic growth and diversification including manufacturing, logistics and distribution, value-added agriculture, professional services, aviation, and tourism. Sufficient access to broadband is imperative to recruit and expand these businesses to grow the economy, create job opportunities, increase prosperity, and add to the tax base. Access to broadband is necessary for these businesses as these industries continue to evolve into more sophisticated processes.

It is also imperative that public services throughout the County have sufficient access to broadband to continue to serve the community successfully. This includes County government, emergency management, municipalities, the Sheriff's Office, the School Board of Highlands County and South Florida State College. Students need to be able to adequately complete homework, most of which is online based, as well as learn from home in situations such as the pandemic. Many of the County's students do not have sufficient access to broadband, which impedes their education and can negatively impact the community's future talent and their opportunities.

In addition, as the global workplace continues to transition to work from home opportunities, the County's residents need to have access to these opportunities as well through adequate and reliable internet. With expanded and available internet access, the County can also recruit individuals that want to utilize the opportunity to work from home, but in a less expensive, less crowded community.

3. PROJECT BACKGROUND

Like many rural areas in the nation, portions of Highlands County have low population density, making it less desirable for telecommunications providers to invest in deploying and operating a reliable and affordable broadband network. Faced with challenges in economic development in a more information-based age, along with concerns from county residents and businesses regarding the need for broadband in support of tele-medicine, tele-education, tele-business, AgTech innovation and more, the County has tasked Highlands County Economic Development (HCED) with implementing a countywide broadband expansion project.

HCED has decided to move forward with an RFP for one or more vendors to design, build, finance, operate and manage an all-fiber middle-mile project. The intent of the County is for the selected vendor to design and build a Highlands County Wide Area Network (WAN) private network and a diverse redundant open access middle mile backbone. The County has allocated \$4.5 million in American Rescue Plan Act (ARPA) funding to begin this long-term project. The ARPA federal rule (**Appendix 1**) require the funds to be used to start with unserved and underserved areas.

Project Phase 1: Unserved & Underserved

1. Utilize the initial \$4.5 million of ARPA funding, within the federal guidelines (unserved and underserved areas), to design and construct a fiber optic broadband system for the county, identify and obtain additional funding to continue the project
2. With the additional funding, complete Phase 1 of focusing and serving unserved and underserved areas and continue to identify and obtain additional funding to continue the project
3. Fiber to the premise goal should be for all residents and businesses in more populated areas as they are infilled to have a minimum starting speed of 1 Gbps for residents and 10 Gbps for business
4. Fiber to the tower for wireless service to residents, businesses, and agricultural areas where fiber to the premise is not feasible or is cost-prohibitive

Project Phase 2: Vital Infrastructure, Critical facilities, & Public Service

1. County and Vendor will continue to identify and apply for all funding to connect any facility locations in **Attachments A-C**

Project Phase 3: Infilling all commercial and residential locations

1. County and Vendor will identify funding and execute plan to complete coverage of new highspeed broadband standard to all residential and commercial sites

Project Phase 4: Hard fiber to every business and residential property

1. County and Vendor will identify funding and execute plan to connect fiber to every commercial and residential structure ensuring a connection standard practice in the same manner as an electricity connection is standard

The backbone requested in this RFP should be designed and built with the capability and capacity to be extended in the ways listed above. The County's intention with this RFP is to receive proposals that encompass all four phases of this long-term project.

Highlands County is working with the Florida Department of Economic Opportunity's (DEO's) Office of Broadband to identify the distribution of service levels throughout the county. This is being accomplished through a local broadband marketing campaign to encourage Highlands County businesses and residents to run a speed test that will provide data to populate a map through a vendor DEO has partnered with. The goal is for a minimum of 10 percent of the county to run the test and populate the map. The data will be available to the selected vendor(s) to identify areas to target, starting with the unserved and underserved.

The county also intends to obtain data, if possible, from other local partners that can help indicate areas of limited service – such as the Sheriff's Office and the School Board of Highlands County. The County also has a Local Technical Planning Team (LTPT) consisting of major community stakeholders and industry representatives that will meet to discuss the project, local needs, sentiments, goals, opinions, etc.

Using industry standards, the network shall allow for simplified physical and logistical transition or demarcation points to serve as hand off to the County to build out its private WAN, and phases as outlined above. Use of and transition between aerial and underground access must be clearly defined in the proposal. Aerial splice points must have joint use agreements in place and allow for partnering with other partners including the County as needed. Cost for transition from aerial to vault splicing must be clearly identified noting responsible party; specifically, at hand off to the County for its private WAN, FTTP, and close proximity to possible wireless sites and/or towers.

Section 4. EXPECTED OUTCOMES AND HIGH-LEVEL DELIVERABLES

Highlands County leadership is committed to the successful future of our community. To that end, we believe the following to be true:

- Affordable and reliable high-speed Internet access to all residents and business is essential to enabling a “world class community.”
- Sustainable economic development, growth, opportunity, and innovation are dependent on high-speed access.
- We should leverage existing assets for the greatest benefit to citizens and community business partners.
- County leadership can help engage local business leaders and service providers to plan for our community's needs.

SPECIFIC BUSINESS MODEL AND REQUIREMENTS

Please submit a proposal based on these criteria. Additional proposals may be submitted if a Vendor has other models that meet the expected outcomes and high-level deliverables.

1. The Vendor(s) must be registered and/or authorized to design, build, finance, operate, and manage broadband services in accordance with Florida statutes and regulations.
2. Proposal should include past performance, capabilities, and qualifications demonstrated by an explanation of how the responder is suitable for this project. At minimum, responder should address the following:
 - a. Identify three (3) other public entity networks your company has built and operated, as well as any network design and build experience; include the level of broadband speed, technology type, availability and adoption among different categories of end users and

- unique capabilities or attributes. Discuss your capabilities regarding engineering and design of broadband networks systems or any alternative technology, if that is what you propose. Include entity name, entity address, contact name, title, phone number and email address.
- b. Customer satisfaction – Provide past or current customer satisfaction surveys or metrics that demonstrate all facets of the overall customer experience.
 - c. Describe agreements with other service providers, government, or non-profit entities you have undertaken, particularly any in which you provide service to unserved or underserved populations (Digital Divide). Describe the nature of the projects and your company's role.
 - d. Discuss your capabilities regarding operation and maintenance of the form of broadband technology you propose. Overall operation, including routine and emergency maintenance, of the network will be crucial to its success. Please demonstrate through experience your ability to operate and maintain all aspects of the network.
 - e. Financial Statements: Provide audited financial statements for the most recent two (2) year period. Is your company a subsidiary or affiliate of another company? Provide full disclosure of all direct or indirect ownership. If you are wholly owned subsidiary of another company or corporation and do not possess audited financial statements, unaudited financial statements for the subsidiary for a two (2) year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement. These documents should be affixed to all proposals, submitted by the company named in the proposal sheet.
 - f. Provide any pending legal matters against your company. Describe any pending agreements to merge or sell your company or any portion.
 - g. Provide customer service metrics outlining your plan's targets to include performance guarantee(s) with at-risk assumptions.
3. Proposed pricing/payments/ownership structure must be compliant for potential bond issuance by the County. Pricing is to be provided for a 20-year term for the County's portion of the fibers, split out as an install price/payment schedule for the design, construction, and turn-up of the fiber optic network and management of the fiber optic network which should include service level agreements outlining high level (95%+) response times and costs associated with disruptions resulting from any logical or physical outages. Proposals must clearly separate any costs and service level agreements for the middle mile network and the County's private WAN networks.
 4. If selected, Vendor should provide drawings to the County as shapefiles (.shp) with all other extensions in a zip file or geodatabase (.gdb) if there are many.
 5. Vendor should describe their approach to the following (break proposal into two sections – one for County WAN and one for Backbone to all other locations):

A public/private partnership that provides Highlands County with **dedicated, private fiber WAN** connectivity for its specified County locations in **Attachment A**, in addition to any fibers Vendor wants to install of its own use/wholesale.

AND

A public/private partnership that provides Highlands County with a **diverse redundant open access broadband backbone that provides service to all anchor locations in Highlands County specified in Attachment B:**

- a. Unless otherwise specified, all listed locations in **Attachment B** will have a 12-fiber lateral (using duct/conduit) built into the building, terminated on a fiber termination/patch panel at an internal location not more than 100 cable feet from the point of entry. Costs for internal cable distances of more than 100 cable feet from the point of entry will be paid for by the facility. At least thirty (30) feet of separation from existing telecommunication providers' points of entry and lateral entrance routes is required.
- b. For each connected entity location, there will be a quantity of dedicated fibers in the middle-mile fiber cable equal to the number of fibers in that location's lateral. Note: for scalability,

spare private fibers for the county's use should be planned for as additional county-related sites are added in subsequent phases.

- c. Vendor will include the optics (xFP or SFP+, for example) cost to light two (2) fiber pairs at each specified location in attachments A and B.
 - d. Vendor shall install cable splice handholes/vaults (for underground fiber segments) or aerial fiber splice cases (for aerial fiber segments) every 500 feet or less within incorporated area boundaries and every 750 feet or less everywhere else.
 - e. Vendor may market their backbone fibers or services on those fibers on a retail or commercial basis to other parties, including other telecommunications providers, or use it for their own purposes. Please indicate if Vendor will provide a revenue share to the County for revenue received from Provider fibers for leasing dark fiber and/or providing services on those fibers and, if so, a detail of how that revenue share model would work and be calculated.
6. Provide a map (ESRI format) of your proposed network routes, including notations for fiber count, aerial versus underground route segments, identification of **Attachment B** locations, tower locations (public tower locations included in Attachment B and private tower locations included in **Attachment C**), and other locations of significance along the fiber route(s).
 7. Please describe the recognized telecommunication industry fiber optic network material and construction specifications you will adhere to for this project. Please review **Attachment A** and indicate how you will comply or propose to
 8. amend each requested specification.
 9. Please confirm the network will support both active and passive signal distribution.
 10. Please describe in detail how Vendor will document the fiber optic network, including, but not limited to: as-builts, fiber strand assignments, maintenance records, splicing assignments, link loss budgets and other operating characteristics. How will this information be shared with the County at completion of the project and an ongoing basis?
 11. Please describe in detail how Vendor will monitor the network for physical and transmission service issues, impairments, and outages. How will this information be shared with the County?

12. Please describe in detail Vendor's Service Level Agreement policies and thresholds for:
 - a. Lit Services:
 - i. Availability
 - ii. Mean Time to Respond
 - iii. Mean Time to Repair
 - iv. Packet Loss
 - v. Latency (round-trip)
 - vi. Jitter
 - b. Dark Fiber:
 - i. Availability
 - ii. Mean Time to Respond
 - iii. Mean Time to Repair
13. Please describe in detail Vendor's Service Level Agreement credit policies and structure for violations of the above thresholds.
14. Please describe in detail Vendor's trouble ticketing system, including customer support portals, call centers (and where they are located), and how information will be shared with the County.
15. Please describe in detail Vendor's network management capabilities and its escalation policies and procedures.
16. Please provide a detailed overview, at minimum that includes a deployment plan, communications plan, and timelines to accomplish the goal of building a Middle-Mile Fiber Optic Network/Wide Area Network, along with local lateral drops to listed locations, as specified in this RFP.
 - a. For **Phase 1**: Utilize the initial \$4.5 million of ARPA funding within the federal rule (unserved and underserved areas) the deadline for fund encumbrance is December 31, 2024 and the deadline for fund expenditure is December 31, 2026; please indicate factors that would prevent Vendor from meeting this goal and how those factors could be mitigated.
 - b. It should be assumed that **Phases 2-4** should be completed within multi-year Service Level Agreement; please indicate factors that would prevent Vendor from meeting this goal and how those factors could be mitigated. It should also be assumed all parties would like to complete all phases as soon as possible when materials and construction can commence
17. Please provide a description of the roles and responsibilities envisioned for Vendor, Vendor team members, Highlands County and its affiliates, and subcontractors and/or third parties (if applicable) for each of the following:
 - a. Network(s) design
 - b. Network(s) construction
 - c. Network(s) operations and management
 - d. Customer support
 - e. Publicly available information
 - f. Marketing
 - g. Grant writing, awards, and compliance management
18. Vendor will make this network available for broadband providers at competitive market rates for dark fiber/lit services. The County anticipates that Vendor may want to also provide Ethernet and/or Internet services on the network. Please provide, as a separate cost item, a schedule of Internet services Vendor offers to provide to locations connected to this network. Provide a scalable cost model showing minimum performance capacity of 1Gbps up/down per anchor site, scaling up incrementally to industry standard for like middle mile buildouts showing vendor recommended maximum capacity. End-customer connection should be supported by the middle-mile network; desired minimum performance capacity of 1Gbps up/down per end-customer connection. Provide a scalable cost model showing options for different capacity needs based on end-customer location, type, and size.

19. Please provide information regarding your strategy/suggestions for interconnecting this network to other middle-mile networks for connectivity to Tier 1 / 2 Internet backbone providers located in Florida or adjoining states. Vendor must adhere to FDOT standards for interconnection; same vault sizes and placement (distance between), splicing standards, etc.
20. If any of the locations in **Attachment A, Attachment B, or Attachment C** are located in an FCC Rural Digital Opportunity Fund (RDOF) area, federal funds cannot be used to construct middle mile backbone. Private funds or other non-federal sources will be used in those areas.
21. **Attachment D** includes the fiber construction specifications required by the County for this project.

SECTION 5. SOLICITATION PROCESS

1.0 Submittal

Each Proposer must fully complete and submit the Proposal Submittal Form found within this RFP and provide all necessary documentation to fully demonstrate capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or address all criteria or found to be substantially unreliable may, in the sole opinion of the Evaluation Committee and Procurement Manager, be grounds for rejection of the Proposal.

Proposals should not contain information in excess of that requested, it must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the Evaluation Criteria. Proposals are to be printed single-sided, in a minimum 10 font size, all of which are properly indexed and tabbed. Unnecessarily elaborate brochures, artwork, expensive visual aids, and other presentation aids or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness.

The submittal may be withdrawn either by written notice to the Procurement Manager or in person, if properly identified, at any time prior to the identified submittal deadline.

- 1.1. Hard Copy Submission: Interested parties are invited to submit in a sealed package to the Purchasing Department:
 - One (1) original hardcopy, and
 - One (1) exact electronic copy on a thumb drive in a single unlocked Adobe file titled "**22-023-Proposer Name**"Electronic copies:

No macros, audio-start media allowed.

PDF, Word, and Excel, as applicable, are permitted formats.

The submission should be bound and marked with the solicitation number, title and marked with the proposer's name and address. A "Sealed Proposal Label" is enclosed to be affixed to the outside of the submission.

The Proposer must ensure that the electronic copy, on a thumb drive, includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed version submitted by the Proposer. If confidential information is included, such information must be in a separate tab, and in the electronic copy second file, marked "Confidential" in the file name. To be considered "Confidential" or exempt the information shall meet the provisions as stated in Florida Statute 119.

OR

- 1.2. Electronic Submission: The Proposal is to be combined into one Adobe PDF, no macros or audio-start media allowed. The document is to be uploaded to the County website via

VendorRegistry.com titled “**22-023 Proposer Name**” It is the Proposers responsibility to allow sufficient time to ensure the submission is completed.

The delivery of the response on the specified date and time is solely the responsibility of the proposer. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delay caused by any other occurrence. Proposals received after the designated date and time will not be considered.

2.0 Evaluation Criteria

- 2.1 The evaluation shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and will be awarded a score as listed below.
- 2.2 Each submittal should contain all requested documentation organized in the following manner:

TAB 1. QUALIFICATIONS, PROFILE AND EXECUTIVE SUMMARY	Maximum 20 Points
-------------------------------------------------------------	--------------------------

Provide letter of introduction, Qualifications, Profile and Contact information.

Introduction of proposer providing contact information: name, address, telephone number and email address years in business, professional affiliations, number of active customers using your services, name of parent and subsidiary company(s) or owners, if privately owned, etc. Include all third-party vendors involved in this proposal.

Provide details on the types of services offered by the proposer. Include whether those services are provided in-house or through contractors, etc. Include the number of years you have provided listed services.

Provide a team organization chart, if applicable, include a summary bio of key personnel who would be assigned to applicable projects and the approach the team will use on the account. Include names, titles and credentials, years’ experience. This is to include information related to where said services will be provided, the number of staff assigned to the projected and current workload. Any change in the proposed team members are to be approved by the County.

Provide a brief description of the following areas of your experience including:

- Experience with similar projects of relevant scope and size
- Stability and growth of your organization
- Services to be performed
- Understanding of the services requested and differentiating highlights of your proposal
- Corporate stability and ability to provide proposed services.

TAB 2. RELATED WORK EXPERIENCE AND REFERENCES**Maximum 25 Points**

- Past Performance/Project Success – Previous success with similar projects, including specific references and point of contact information.
- Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations, and
- Three (3) years successful experience for specified work. Include the www.Sunbiz.org print out to establish number of years in business under current name.

TAB 3. PROJECT APPROACH**Maximum 30 Points**

- Project Plan – Including a work breakdown structure, duration estimates per activity and statement of work with all planned deliverables.
- Ability to Complete the Project – Schedule, specifications, scope, quality, customer satisfaction.
- Innovation – Ability to provide viable options and scalability which consider our local and regional opportunities and challenges.

TAB 4. PRICE PROPOSAL**Maximum 25 Points**

- Cost of the overall project – NOTE: Vendor will provide a total cost of the project to accomplish the WAN and the diverse redundant fiber backbone for Highlands County. It is anticipated that the Vendor will identify the amount of private investment they will commit to the project. Any remaining funds will be sought through federal and state grants (assisted by the selected Vendor) and local government contribution.
- All-inclusive line-itemized budget to include, but not limited to, all labor, material, travel, insurance and incidentals to provide County-wide Broadband described in this solicitation.
- Price Proposal Form must be submitted to be considered for award.
- The County reserves the right to negotiate services and/or fees to meet budgetary restraints.
- The Firm is to have a minimum of \$4,000,000 bonding capability. Provide a letter of bondability from a Surety company, on the surety's letterhead, specifying and confirming your firm's bonding capability.

TAB 5. LITIGATION HISTORY**Maximum 00 Points**

Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last five (5) years. Provide a description of the circumstances and the outcome.

TAB 6. COMPLIANCE FORMS AND REQUESTED DOCUMENTATION**Maximum 00 Points**

Provide all forms and requested documentation.

3.0 EVALUATION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint an evaluation committee (the "Evaluation Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Evaluation Committee score and/or rank of the Proposals, as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

3.1 Evaluation Meeting

3.1.1 A public meeting will be conducted to allow the Evaluation Committee members to discuss and score each Proposal based on the following evaluation criteria:

Tab 1	QUALIFICATIONS, PROFILE AND EXECUTIVE SUMMARY	20 Points
Tab 2	RELATED WORK EXPERIENCE AND REFERENCES	25 Points
Tab 3	PROJECT APPROACH	30 Points
Tab 4	PRICE PROPOSAL	25 Points
Tab 5	LITIGATION HISTORY	00 Points
Tab 6	COMPLIANCE FORMS AND REQUESTED DOCUMENTATION	00 Points
Total Points		100 Points

3.1.2 Evaluation Committee member's total scores will be added together to produce a final score for each Proposal.

3.1.3 Procurement will confirm the calculations for the final score for each Proposal.

3.1.4 If the Evaluation Committee elects to interview Proposers based on the final scores, a minimum of three (3) will be selected for presentations/discussions.

3.2 Proposer Interviews (at the discretion of the Evaluation Committee)

3.2.1 The Evaluation Committee may conduct interviews. During an interview, selected Proposers may be asked to make a presentation describing the key elements of their Proposal and/or address any specific topics the Evaluation Committee may determine necessary.

3.2.2 At the conclusion of the interviews Proposals will be ranked, one (1) representing the highest-ranked Proposer. The Evaluation Committee members will then collectively decide and recommend award and start Contract Negotiations with all or selected Proposers starting with the highest-ranked Proposer; and should negotiations fail with the highest ranked Proposer, staff shall end negotiations with the highest ranked Proposer and begin negotiating with the next highest ranked Proposer and so on.

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SECTION 6 TENTATIVE SCHEDULE

DATE	TIME	EVENT
Saturday, October 29, 2022		First Advertisement
Saturday, November 05, 2022		Second Advertisement
None		Pre-Proposal Meeting
Wednesday, December 21, 2022		Deadline to submit questions (RFI's)
Tuesday, January 03, 2023		Proposal due date
Tuesday, January 24, 2023	1:00 PM	Review/Ranking of Proposals by the Evaluation Committee*
Tuesday, February 7, 2023	1:00 PM	Presentations / Interviews (To be determined at the discretion of the Evaluation Committee) *
Monday, February 13, 2023		Anticipated award date
March, 2023		Anticipated contract consideration by the Board
<i>Dates are subject to change. Notification of any changes will be done via Addenda posted under this solicitation.</i>		
<i>* Unless otherwise advertised the Evaluation meeting(s) will take place in the Annex Building, 505 S. Commerce Ave, 2nd Floor, Sebring, FL 33870. (Engineering Department)</i>		

SECTION 7 CONTRACT AWARD

1.0 SAMPLE CONTRACT FOR SERVICES

The County will negotiate a contract with successful proposer.

2.0 CONTRACT NEGOTIATIONS

- 2.1 If a Proposer is selected, the user Department, and Procurement, with the assistance of the County Administrator or their designee, shall negotiate an Agreement with the selected Proposer. To include, but not limited to, the fee schedule.
- 2.2 If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Evaluation Committee that contract negotiations with the Proposer have terminated. Contract negotiations with the next-highest-ranked Proposer will be implemented, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.
- 2.3 After contract negotiations with a Proposer are successfully completed the Project Manager shall recommend to the Board of County Commissioners to award a contract to the Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.

-The remainder of page intentionally left blank-

SECTION 9 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County. Any form not applicable is to be returned marked "N/A"

The list of forms below is meant only as a guide. It is the Proposer's responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS		
Proposal Form, include acknowledgement of all addenda, signed	YES	NO
Drug-Free Workplace Certification	YES	NO
Public Entity Crimes Sworn Statement	YES	NO
Discrimination Certification	YES	NO
Scrutinized Companies Certification	YES	NO
E Verify Certification	YES	NO
FEDERAL FORMS		
Federal Contract Compliance Requirements (acknowledgement signature)	YES	NO
Certification Regarding Lobbying	YES	NO
Affidavit of Compliance with 2 CFR 200.321 Requirements	YES	NO
Authorized Signatories / Negotiators	YES	NO
Federal Debarment Certification Form	YES	NO
REQUESTED DOCUMENTATION		
Schedule of Subcontractor(s) identifying potential W/MBE	YES	NO
Reference list and Customer supplied references (Tab 3)	YES	NO
WWW.Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Women / Minority Business Enterprise Certification, if applicable	YES	NO
Licenses, Certifications, letter of bondability	YES	NO
One (1) Original Submission Package, PAPER COPY and one (1) exact electronic copy, on thumb drive, of the Submission package in a single unlocked Adobe file. Titled "22-023 Proposer Name" OR Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. Titled "22-023 Proposer Name"	YES	NO
Sealed Submittal Label (affix to outside of submittal package)	YES	NO
Statement of No Bid	YES	NO

PROPOSAL SUBMITTAL FORM



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 22-023-LLK**
SOLICITATION NAME: **County-wide Broadband**
PROPOSAL SUBMITTED BY: _____

Proposer's Name

Proposer's Authorized Representative's Name and Title

Proposer's Address 1

Proposer's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged by entering addenda number and the date it was issued below.):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

LITIGATION SUSPENDED OR DEBARRED Yes ___ / ___ No

Provide the entity name and final outcome: (attach additional pages if necessary)

Entity Name	Final Outcome

The County reserves the right to negotiate with the proposer to provide the required services within the approved budget. Additional related scope may be added, as needed.

Project Cost \$ _____ **(lump sum)**

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

Acknowledge by submitting a response to the Request for Proposal the proposer represents that it does not have any professional or personal conflicts of interest and acknowledges, their company confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

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DRUG FREE WORKPLACE FORM

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter
referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has produced
_____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA } ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD**

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of
_____, 20_____.

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES

DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____, am authorized to sign on behalf of, and fully bind,
(First and Last Name) (Company Title/Position)

_____(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:
(Company Name)

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor (attach additional pages as necessary)	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

SIGNATURE	PRINTED NAME	OFFICIAL TITLE	DATE
STATE OF _____) COUNTY OF _____) (Seal)	The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of the corporation. Personally Known [] or Produced Identification [] Type of Identification Produced: _____	NOTARY _____ Signature _____ Printed Name	

NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

SEALED PROPOSAL LABEL

Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: **Lori Krinke**, Purchasing Analyst
(863) 402-6528

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •

SOLICITATION NO.: **RFP 22-023-LLK**

SOLICITATION TITLE: **County-wide Broadband**

DATE DUE:

TIME DUE: Prior to: **3:30 PM Tuesday, January 3, 2023**

SUBMITTED BY:

(Name of Company)

e-mail address

Telephone

DELIVER TO:

Highlands County Board of County Commissioners
Attn: Purchasing Department, 2nd Floor Attn: **L. Krinke**

600 South Commerce Avenue
Sebring, Florida 33870



Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- _____ Specifications too “tight”, i.e., geared toward one brand or manufacturer only
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or services
- _____ Unable to meet specifications
- _____ Unable to meet Bond requirements
- _____ Specifications unclear (explain how)
- _____ Unable to meet Insurance requirements
- _____ Remove us from your “Bidders List” altogether
- _____ Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

FEDERAL CONTRACT COMPLIANCE REQUIREMENTS

(In addition to the General Conditions)

To comply with Code of Federal Regulations, Appendix II to Part 200, 2 CFR § 200.318 through 200.324, as applicable.

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
5. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.*

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D)) **NOT APPLICABLE**

(Applicable only for ARPA construction contracts over \$10 million) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

C. COPELAND “ANTI-KICKBACK” ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

8. *CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
9. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.*
10. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

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

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

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

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists; assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms; as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321 and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION, (42 U.S.C. § 6201).

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act

- K. BYRD ANTI-LOBBYING AMENDMENT** (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.
- L. CIVIL RIGHTS COMPLIANCE** - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the *Civil Rights Act* of 1964.
- M. HUAWEI AND ZTE RESTRICTIONS**, 2 CFR § 200.216, prohibits award recipients from using federal award funds to "procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.
- N. DOMESTIC PREFERENCE**, 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- O. AFFIRMATIVE ACTION**, 2 CFR § 200.321. Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

Company

Signature

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

If not provided at time of bid submittal, the form must be completed and submitted within three business days of County’s request. Vendor hereby certifies the following:

- C.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- D.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E.** The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (U.S.C.). §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____ Date of Execution

AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES,
AND LABOR SURPLUS AREA FIRMS.
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and
affirm, the following:

- _____
(Initial) 1. Qualified small and minority businesses, and women's business enterprises,
were, and will continue to be, placed on all of the Prime
Contractor's solicitation lists.
- _____
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority
businesses, and women's business enterprises, when they were/are
potential sources.
- _____
(Initial) 3. Based on the Prime Contractor's experience and expertise, the total
requirements of the project were, and will continue to be, divided –
when economically feasible – into smaller tasks or quantities to permit
maximum participation by small and minority businesses, and
women's business enterprises.
- _____
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will
encourage participation of small and minority business, and women's
business enterprises.
- _____
(Initial) 5. The Prime Contractor has and/or will use the services and assistance, as
appropriate, of such organizations as the Small Business Administration
and the Minority Business Development Agency of the Department of
Commerce.
- _____
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation
required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL
AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN
BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA
FIRMS of these bid
documents as attachments to this Affidavit of Compliance, that the Prime
Contractor's bid will be considered non-responsive.
- _____
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance
reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration
of the project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in
§92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct
to the best of my information, knowledge, and belief.

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____ of _____, a _____

(Name of officer or agent, Title)

(Name of company)

(State)

corporation, on behalf of the corporation.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name _____ Title _____

Telephone Number/Email _____

Signature _____ Date _____

_____ Title

_____ Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation
_____ Limited Liability Company _____ Non Profit

Sate Incorporation Document No. _____

Principal Place of Business (Florida Statute Chapter 607) _____
City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID # : _____

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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Reference Attachment(s) Summary:

- A. Additional Anchor Institutions/Locations
- B. Highlands County Private WAN Locations
- C. Private Tower Locations
- D. Fiber Construction Specifications

Appendix:

- 1. ARPA Federal Final Rule Broadband Excerpt



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



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Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA’s Clean Water State Revolving Fund, EPA’s Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

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**ADDITIONAL ELIGIBLE PROJECTS**

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

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Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



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3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

- ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
- ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - ✖ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
 - ✖ Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

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undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

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REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.

Attachment A**Other County Locations**

Parent Hierarchy	namespace: Location: address
Animal Control	7300 Haywood Taylor Blvd., Sebring FL 33870
Avon Park EMS Station	51 E. Canfield St., Avon Park, FL 33825
Avon Park Public Library	100 N. Museum Ave., Avon Park 33825
Avon Park Health Department	816 S. Delaney Ave., Avon Park 33825
DeSoto City Community Center	6305 CR 17 S., Sebring 33870
Desoto City Fire Station	4612 Desoto Rd., Sebring 33870
EMS Eucalyptus Station	350 S. Eucalyptus St., Sebring 33870
EMS Valerie Blvd.	3608 Valerie Blvd., Sebring 33870
Girl Scout Building	442 S. Eucalyptus St., Sebring 33870
Highlands Lake VFD #1	2840 N. Highlands Blvd., Avon Park 33825
Highlands Lake VFD #2	2450 CR 64 E., Avon Park 33825
Highlands Park VFD & Garage	1317 Columbus St., Lake Placid 33852
Highway Park Water Plant	132 Josephine Ave., Lake Placid 33852
Istokpoga Park	720 Istokpoga Park Access Rd., Spring Lake 33876
Lake Placid Health Department	104 N. Main St., Lake Placid 33852
Lake Placid Library	47 Park Dr., Lake Placid 33852
Land Fill Office	12000 Arbuckle Creek, Sebring 33870
Leisue Lakes VFD #29	3028 Miller Ave., Lake Placid 33852
Leisue Lakes VFD #30	1231 Lake Josephine Rd., Sebring 33876
Lorida Community Center	1909 Oak Ave., Lorida 3876
Lorida VFD	11792 US 98, Lorida 33876
Recycling Center	6000 Skipper Rd., Sebring 33870
Public Defender	510 S. Fernleaf Rd., Sebring 33870
Public Defender ANNEX	452 Palmetto Ave., Sebring 33870
Sheriff Maintenance Garage	4725 Kenilworth Rd., Sebring 33870
Venus Community Center	41 Venus Clubhouse Rd., Venus 33960

Attachment B**Highlands County Private WAN Locations**

ParentHierarchy	namespace:Location:address
FernLeaf SO	434 Fernleaf Avenue, Sebring, Florida 33870, United States
Commerce/Annex	505 South Commerce Avenue, Sebring, Florida 33870, United States
Commerce/CAC	1968 Sebring Parkway, Sebring, Florida 33870, United States
Commerce/Courthouse	430 South Commerce Avenue, Sebring, Florida 33870, United States
Commerce/Courthouse Street	430 South Commerce Avenue, Sebring, Florida 33870, United States
Commerce/Facilities	636 Fernleaf Avenue, Sebring, Florida 33870, United States
Commerce/Government Center	501 S Commerce Ave #1, Sebring, FL 33870
Commerce/Public Defender	520 Fernleaf Avenue, Sebring, Florida 33870, United States
Commerce/Sports Complex/Sports Complex - Office	216 Sheriffs Tower Road, Sebring, Florida 33870, United States
Commerce/Sports Complex/Sports Complex - Shop	216 Sheriffs Tower Road, Sebring, Florida 33870, United States
Commerce/State Attorney	411 S Eucalyptus St, Sebring, Florida 33870, United States
George/Ag Civic Center	4509 George Boulevard, Sebring, Florida 33875, United States
George/Concrete	4344 George Boulevard, Sebring, Florida 33875, United States
George/EOC	6850 S George Blvd, Sebring, FL 33875
George/Health Department	7205 South George Boulevard, Sebring, Florida 33875, United States
George/Natural Resources	4344 George Boulevard, Sebring, Florida 33875, United States
George/Parks and Recreation	4344 George Boulevard, Sebring, Florida 33875, United States
George/Road and Bridge Main	4344 George Blvd, Sebring, Florida 33870, United States
George/St19	6800 West George Boulevard, Sebring, Florida 33876, United States
George/Traffic Operations	4344 George Blvd, Sebring, Florida 33870, United States
George/Unit 2 - Fuel Island	4344 George Boulevard, Sebring, Florida 33875, United States
George/Unit 2 - Office	4344 George Boulevard, Sebring, Florida 33875, United States
George/Veterans	7209 South George Boulevard, Sebring, Florida 33875, United States
George/Weed and Fertilizer	4344 George Boulevard, Sebring, Florida 33875, United States
Kenilworth/Kenilworth East	4500 Kenilworth Boulevard, Sebring, Florida 33870, United States
Remote/Landfill/Asphalt Plant	12703 Arbuckle Creek Road, Lorida, Florida 33857, United States
Remote/Landfill/Landfill - Office	12700 Arbuckle Creek Rd, Lorida, Florida 33857, United States
Remote/Landfill/Landfill - Scale House	12700 Arbuckle Creek Road, Lorida, Florida 33857, United States
Remote/Landfill/Landfill - Shop	12700 Arbuckle Creek Road, Lorida, Florida 33857, United States
Remote/Road and Bridge Unit 1/Unit 1 - Fuel Island	518 Cr 17a, Avon Park Lakes, Florida 33825, United States
Remote/Road and Bridge Unit 1/Unit 1 - Office	518 Cr 17a, Avon Park Lakes, Florida 33825, United States
Remote/Road and Bridge Unit 1/Unit 1 - Yard	518 Cr 17a, Avon Park Lakes, Florida 33825, United States
Remote/Road and Bridge Unit 3/Unit 3 - Fuel Island	1815 County Road 621, Lake Placid, Florida 33852, United States
Remote/Road and Bridge Unit 3/Unit 3 - Office	1815 County Road 621, Lake Placid, Florida 33852, United States
Remote/Road and Bridge Unit 3/Unit 3 - Warehouse	1815 County Road 621, Lake Placid, Florida 33852, United States
Remote/Sebring Public Library	319 West Center Avenue, Sebring, Florida 33870, United States
Remote/St01	2841 North Highlands Boulevard, Avon Park Lakes, Florida 33825, United States
Remote/St04	51 Wilhite Street, Avon Park Lakes, Florida 33825, United States
Remote/St07	4212 Sun N Lakes Boulevard, Sebring, Florida 33872, United States
Remote/St09	2300 Longview Court, Sebring, Florida 33870, United States
Remote/St10	3517 Hammock Road, Sebring, Florida 33872, United States
Remote/St17	230 Peach Street, Sebring, Florida 33870, United States
Remote/St18	4612 Desoto Road, Sebring, Florida 33870, United States
Remote/St24	1172 Florida Cracker Trail, Sebring, Florida 33876, United States
Remote/St29	2874 Lake June Boulevard, Lake Placid, Florida 33852, United States
Remote/St33	1317 Columbus Street, Lake Placid, Florida 33852, United States
Remote/St36	11 West Interlake Boulevard, Lake Placid, Florida 33852, United States
Remote/St39	300 Washington Blvd, Lake Placid, Florida 33852, United States
Remote/St41	460 Sun N Lakes Boulevard, Lake Placid, Florida 33852, United States
Remote/Tax Collector Avon Park	116 East Main Street, Avon Park Lakes, Florida 33825, United States
Remote/Tax Collector Lake Placid	11 South Pine Avenue, Lake Placid, Florida 33852, United States
Remote/Tower Royal Palm	17 West Royal Palm Street, Lake Placid, Florida 33852, United States
Remote/Tower Sheriffs Twr Rd	800 Sheriffs Tower Road, Sebring, Florida 33870, United States
Remote/Tower US27_Lk Glenada	2502 US Route 27, Avon Park Lakes, Florida 33825, United States

Attachment C

Private Tower Locations in Highlands County

	Parcel I.D.	Owner	Address	
1*	A-15-33-28-010-0014-0000	Crown Castle GT Company LLC	391 CR 17A W Avon Park	33825
2*	C-34-34-28-A00-0030-0000	Crown Castle GT Company LLC	4520 Hammock RD Sebring	33872
3*	C-05-38-30-A00-0040-0000	Crown Castle GT Company LLC	301 SR 70 W Lake Placid	33852
1*	C-01-38-31-A00-0020-0000	American Tower LP	640 DC Bar Ranch RD Lake Placid	33852
2*	C-20-39-30-A00-0020-0000	American Tower Management INC	193 CR 731 Cell Tower Venus	33960
3*	C-03-35-29-A00-0051-0000	American Tower Systems L P	5625 Mike Kahn RD NEXTEL TWR Sebring	33876
4*	C-04-38-30-A00-0023-0000	American Tower Systems L P	101 SR 70 W Cell Tower Lake Placid	33852
1*	C-27-34-29-A00-0020-0000	Tower Asset SUB INC	1000 Sheriff's Tower RD Sebring	33870
1*	C-27-34-28-A00-0090-0000	Tower Holdings LLC	1193 Camaro DR Cell 1 Tower Sebring	33872

* per Highlands County Property Appraiser website

ATTACHMENT D: FIBER CONSTRUCTION SPECIFICATIONS

The following are general terms that apply to the construction of fiber for the project. Vendor should indicate how they intend to comply with or amend these specifications.

Meet-me Hole and Mid-Span Interconnection Splicing

It is possible that Highlands County may want to interconnect with the existing or newly planned carrier facilities at meet-me manholes or mid-span splice locations. Vendors should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures along with detailed costs for these activities.

Dark Fiber Performance

Highland County prefers newly built fiber that contains homogenous fiber type throughout the entire build.

Dark Fiber Maintenance

Operations and Maintenance Practices: Highlands County will require on-going maintenance and operation of indefeasible rights of use (IRU) or owned fiber during the term of the contract. When pricing maintenance and operations as part of the monthly recurring costs, the Vendor should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternate service levels may be available at additional cost
- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair of fiber breaks
- Replacement of damaged fiber
- Replacement of fiber which no longer meets specifications
- Policies for customer notification
- Process for changing procedures, including customer notification practices
- Property restoration

NEW BUILD FIBER STATEMENT OF WORK

The work is defined as:

Project Management

- Selected vendor and its subcontractors will provide all project management to accomplish the installation of all project work.

- Provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined below, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- Selected vendor and its subcontractors will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization/entity.

Material Management

- Selected vendor and its subcontractors will provide all material management to ensure that the project remains on track according to project milestones.
- Selected vendor and its subcontractors will develop in conjunction with selected contractor plans and other suppliers and material management plan.

Property Restoration

- All cable routes, which are plowed, will be restored to as near to original condition as possible.

Install overhead and underground fiber optic cable

- Bore approximately (Approximate Number) feet of fiber optic cable through inner duct/conduit/handhole system
- Plow approximately (Approximate Number) feet of fiber optic cable in accordance with selected Vendor installation specifications
- Install approximately (Approximate Number) feet of aerial fiber optics cable in accordance with selected Vendor installation specifications
- Install hand-holes and place marker/locator posts
- Vendor will provide specific details of cable placement using aerial photography and CAD drawings

Install and Splice Hardware

- Prep closures, cables, fibers and splice fibers at all field locations
- Fiber to fiber fusion splicing of optical fibers at each point
- Individual splice loss will be ≤ 0.5 dB for single mode unless, after 3 attempts, these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator

Final Testing

- In addition to splice loss testing, selected Vendor will perform end-to-end insertion loss testing of single mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating the link loss budget

- Inspect each terminated single-mode fiber span for continuity and anomalies with an Optical Time Domain Reflectometer (OTDR) at 1550 nm from one direction in accordance with OTDR operating manual

Documentation

- Provide final documentation consisting of:
 - o Route "As-Built" Maps/Diagrams
 - o End-End Insertion Loss Data
 - o OTDR Traces
 - o Individual Splice Loss Data

General Scope of Work (Description for all routes)

- Placing of associated hand-holes, market posts, locator posts, inner duct, and miscellaneous materials
- Splicing of fiber optic cables as specified
- Procuring and Provisioning of hand holes and miscellaneous materials required to accomplish the above

Bid Specifications

- All splicing shall be by the fusion method
- All splicing enclosures and hand-holes shall be of a type to be determined by the owner
- All hand-holes shall be DOT approved, 45,000 lb load rated CDR or comparable enclosures
- All plowed cables shall be placed at a depth of 36" along roadways and 24" on private property
- All road and driveway bores shall be at a depth of 36" and will have at least a 2" inner duct path within
- All buried splice locations will be marked with a locator post and a copper ground wire shall be attached to the splice closure/cable sheath
- Buried marker posts shall be placed at least every 1500' or per State/local requirements
- Warning tape shall be placed 12" above the buried cable
- All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition
- All Florida Department of Transportation (FDOT) encroachment permits, railroad encroachment permits, and United States (US) agency permits shall be submitted by selected Vendor in accordance with the permitting agency requirements
- The Vendor shall be responsible for the payment of any permitting fees and shall be the owner of said facilities
- Vendor shall furnish an as-built drawing to the owner of the connected facilities
- Vendor shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide the owner with the decibel db loss of each fiber segment
- Vendor shall be responsible for submitting the appropriate Diggers Hotline locate requests
- The County shall grant Vendor right of way permission for county-owned properties and roadways

- All cables to buildings shall be fusion spliced within a minimum of 100' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customers' rack
- A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use

Right-of-Way Acquisition and Permitting

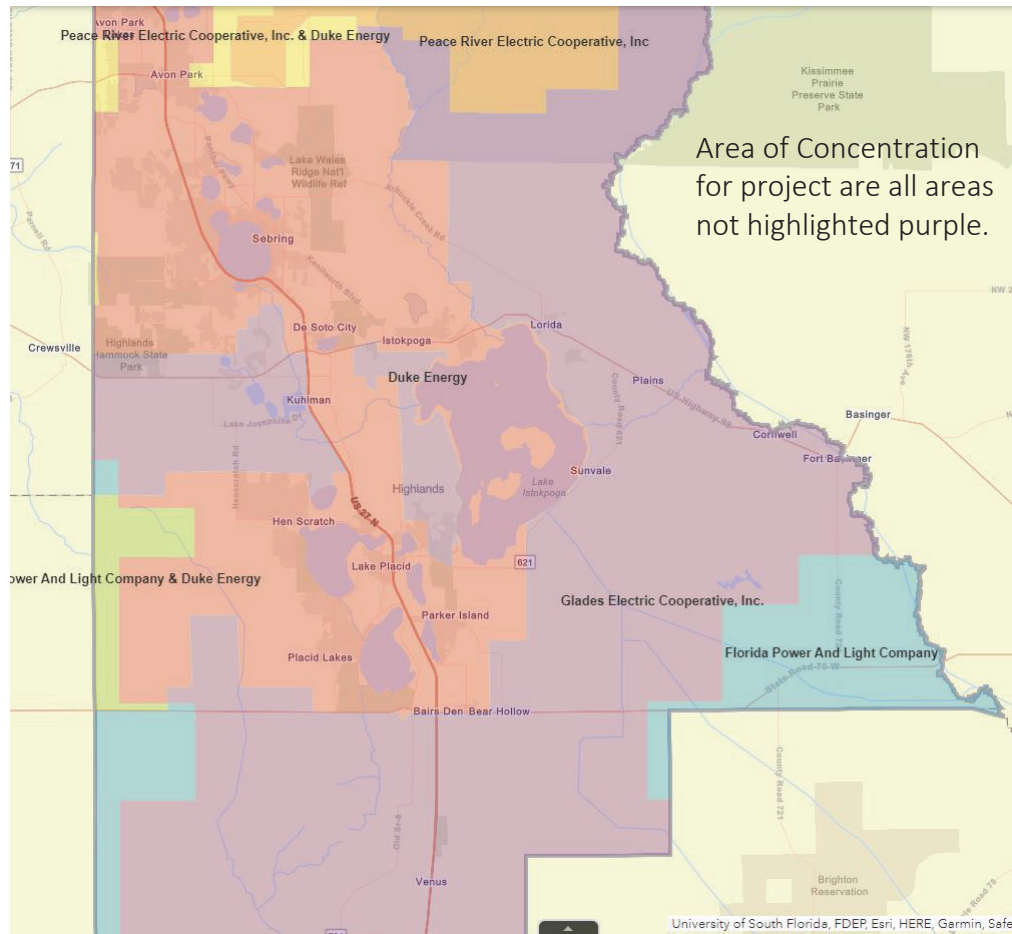
- Vendor is responsible to ensure that all cable routes have approved access and rights-of-way for all proposed cables installations
- Vendor will provide any information or points of contact to allow selected Vendor and its subcontractors to facilitate the route prep "make-ready" and actual cable installation
- Vendor is responsible for pulling all required construction permits. Selected Vendor and its subcontractors will provide selected vendor with any information necessary to pull these permits in a timely fashion

Route Maps

- Selected vendor is responsible for providing maps, drawings or aerial photographs of the route

Final Inspection

- The County will provide at their discretion a person(s) to witness any final testing or constructing verification. The person designated by the County will be required to initial/provide acceptance of any results. This person(s) will represent the County during any and all acceptance testing. This does not relieve the selected Vendor from providing agreed upon documentation or absolve the selected Vendor of any warranty support



Highlands County

Households	55,386
Population	98,786
Test locations	2,717
Total Tests	3,868
Percent participation	4.91%
Participation goal (10%)	5,539

Download

• No Service	35	1.3%
• 0-10 Mbps	855	31.5%
• 10-25 Mbps	513	18.9%
• 25-150 Mbps	892	32.8%
• 150+ Mbps	422	15.5%

Upload

No Service	35	1.3%
<3 Mbps	1,161	42.7%
3-10 Mbps	586	21.6%
10-25 Mbps	843	31.0%
25-150 Mbps	78	2.9%
> 150 Mbps	13	0.5%

Min Max Med Mbps

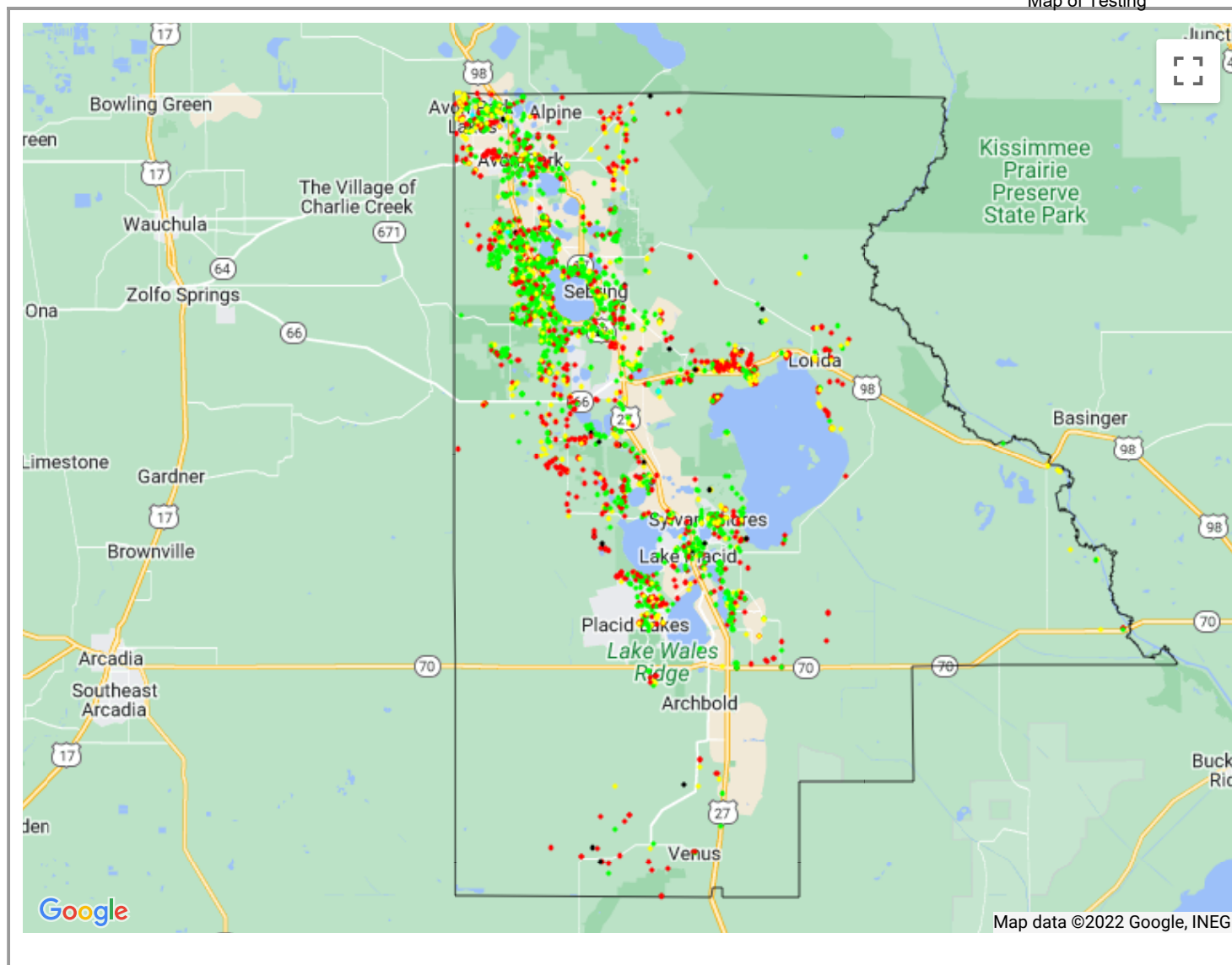
Download 0.06 930.45 24.31

Upload 0.01 886.55 4.77

No service reasons: may total >100%

Not Available	90.00%
Too Expensive	16.67%
No Computer	3.33%
Privacy	3.33%
Physical Issues	3.33%

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Fixed 2,249 locations

Download			Upload		
No Service	35	1.6%	No Service	35	1.6%
0-10 Mbps	683	30.4%	<3 Mbps	928	41.3%
10-25 Mbps	393	17.5%	3-10 Mbps	454	20.2%
25-150 Mbps	742	33.0%	10-25 Mbps	774	34.4%
150+ Mbps	396	17.6%	25-150 Mbps	47	2.1%
			> 150 Mbps	10	0.4%

Cellular 468 locations

Download			Upload		
0-10 Mbps	172	36.8%	<3 Mbps	233	49.8%
10-25 Mbps	120	25.6%	3-10 Mbps	132	28.2%
25-150 Mbps	150	32.1%	10-25 Mbps	69	14.7%
150+ Mbps	26	5.6%	25-150 Mbps	31	6.6%
			> 150 Mbps	3	0.6%