

DEFIANCE COUNTY INTERNET CONNECTIVITY STUDY

Scope of Work:

The Board of Defiance County Commissioners wishes to contract with an experienced firm to conduct a study and/or survey of existing connectivity capabilities within Defiance County, as well as demand aggregate information for the municipalities and outlying township areas of Defiance County.

Name of Company: _____

Contact Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Please return your Proposal to:

Defiance County Commissioners
c/o Stephanie Metz, Clerk
500 Court Street, Suite A
Defiance, Ohio 43512

INSTRUCTIONS, GENERAL CONDITIONS, AND TERMS

Amendments and clarifications to this proposal will be posted on the Defiance County Website <http://www.defiancecounty.com/Commissioners%20News%20Releases%20for%20internet/Public%20Notices.htm>.

It is the sole responsibility of all interested parties to monitor this website for those additional documents. Amendments and clarifications become a part of the proposal and any subsequent awarded contract.

Any questions regarding this document shall be directed in writing to:

Defiance County Commissioners
c/o Stephanie Metz, Clerk
500 Court Street, Suite A
Defiance, Ohio 43512
419-782-4761 Main
419-782-8449 Fax
smetz@defiancecounty.oh.gov

Proposal Instructions

Defiance County requires clear and concise proposals. Offerors should take care to completely answer questions and meet the proposal requirements.

Proposal Format

Each proposal must include sufficient data to allow for the verification of the total cost of the Offeror's ability to meet the proposal requirements. Each proposal must respond to every request for information in this document whether the request requires a simple "yes" or "no" or requires a detailed explanation.

Proposal Contents/ Mandatory Requirements

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. Participant must prepare and submit a Guide to Mandatory Requirements which references the page(s) of the proposal where satisfaction of the Mandatory Requirements is substantiated.

1. The Participant must have at least three full years of experience in providing the services requested.
2. The Participant shall provide, as a part of its proposal, a list of clients for whom these services have been provided during the past two years. The list must include:
 - dates of service
 - scope of services
 - name of the client
 - name of contact person
 - title of contact person
 - phone number of contact person
3. Confidentiality is of the utmost importance. You will be required to sign a statement of confidentiality included with the negotiated contract.

Each proposal must contain all information requested in the proposal documents. The County discourages overly lengthy and costly proposals. In order for the proposals to be reviewed fairly and completely, contractors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the contractor and the relevant RFP name on the front.

All proposals submitted will become the property of the County and will not be returned.

- **Cover Page** – This must include the RFP name, title and the complete bidder’s name and mailing address.
- **Cover Letter** - Proposals must include the name, telephone number and email address of the person the County should contact regarding the proposal. Proposals must confirm that the organization will comply with all the provisions of this RFP and include a conflict of interest statement. Any exceptions to the County contract general terms and conditions should be discussed here. The Contractor must provide a brief description of the organization which includes history; number of years the organization has been in business; type of services provided; legal status of contractor organization (i.e. corporation, partnership, sole proprietor); and the Federal Tax ID number. **A contractor representative authorized to make contractual obligations must sign the cover letter.**
- **Executive Summary** – Provide a high-level overview of the approach, the distinguishing characteristics of the proposal, and the importance of this project to your overall operation.
- **The provider’s Proposal must contain the following components, organized in the format described below:**
 - **Section 1 Identifying Information**
 - Name of your organization and corporate headquarters’ address.
 - **Section 2 Contractor Experience & Qualifications**
 - Provide a brief history of your organization. Include the number of years you have been in the business of providing the type of services we are requesting, an overview of your ownership/corporate structure, as well as the name and duration of the client with whom you have had the longest relationship.
 - How many clients do you serve?
 - How many clients have terminated their relationship with you in the last 24 months? Please describe the circumstances of each.
 - Provide the contact information of the individual authorized to answer questions related to this inquiry and response.
 - How many full-time employees do you have that would be able to provide these services to us?
 - For continuity of service, the County would like to have one main person to contact directly for our account. Who will this person be and what credentials does this person have?
 - What has your experience been with staff turnover?
 - **Section 3 Description of Services to be Provided**
 - This section must address each of the items that appear in the Specifications of this RFP and the approach that will be taken to accomplish the work necessary for implementation of the Program.
 - **Program Design** – Address the following items in this section of the narrative:

- Describe the services that will be provided in order to meet the requirements of the RFP.
- **Timeline** – Include a timeline of major program activities and the staff responsible for ensuring the completion of each activity.
- **Section 4 Other Pertinent Information**
 - This section may include additional information not requested elsewhere.
- **Section 5 Provider Assurances Form**
 - This form attached must be completed and submitted with proposal.
- **Section 6 Subcontractor Identification and Participation Information**
 - Any Contractor proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:
 - The subcontractor’s legal status, Federal Tax ID number, and principal business address;
 - The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
 - A complete description of the work the subcontractor will do;
 - A commitment to do the work, if the provider is selected;
 - A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

Submittal of Proposals

Offeror’s proposal should respond concisely and clearly to all of the inquiries contained in the proposal documents. All rates/fees should be provided as requested in the proposal documents and any additional costs should be clearly explained. Offerors will be evaluated only on the services it provides, or it provides in collaboration with subcontractors.

Each proposal shall be submitted in a sealed envelope clearly marked with “Internet Connectivity Study”. If an Offeror uses an express mail or courier service, the proposal must be enclosed in a sealed envelope inside the express mail or courier service envelope.

Limitations

This RFP does not commit the County to award a contract or to pay any cost incurred in the preparation of a proposal. The County reserves the right to accept or reject any or all proposals received, to negotiate services and cost with proposers, and to cancel in part or in its entirety this RFP.

Each proposal will be reviewed with respect to price, proposer’s administrative and programmatic capabilities, and conformance to the RFP criteria. The County may reject all responses if proposed rates are unreasonable or if the proposers do not meet the RFP acceptance criteria.

All proposals submitted in response to the RFP will become the property of the County.

Proposal Cost

Costs incurred in the preparation of this proposal are to be borne by the responding provider, and the County will not contribute in any way to the costs of the preparation.

Proposal Opening

Proposals must be submitted in complete original form to the following address:

Defiance County Commissioners
c/o Stephanie Metz, Clerk
500 Court Street, Suite A
Defiance, Ohio 43512

Proposals will be accepted at the above address until Monday, December 13, 2021, prior to and no later than 11:00 a.m. EST. The Proposal opening will be public; however Proposal contents will not be read or made public. All sealed proposals received after this time and date, for any reason, will be rejected. The County is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the address specified above.

FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

Waiver of Minor Proposal Errors

The County may, at its sole discretion, waive minor errors or omissions in the Contractor's technical and/or cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

Proposal Clarifications

The County reserves the right to request clarifications from Contractors of any information in their proposals and may request such clarification as it deems necessary at any point in the proposal review process.

Communication during Evaluation

During the evaluation process, unless requested by County as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror to communicate with any member of the County regarding the evaluation process may be ground for immediate disqualification of the Offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.

County may request additional information to evaluate an Offeror's responsiveness to the proposal or to evaluate an Offeror's responsibility. If an Offeror does not provide the requested information, it may adversely impact County's evaluation of the offeror's responsiveness or responsibility.

Evaluation Process

Proposals are typically evaluated within 90-days.

The County will contract with the Contractor that bests demonstrate the ability to meet requirements as specified in this RFP. Contractors submitting a response will be evaluated based on the capacity and experience demonstrated in the Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff of the Commissioners' Office. Contractors should not assume that the PRT members are familiar with any current or past work activities with the County. Proposals containing assumptions, lack of sufficient detail, poor organization, and lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly.

Selection of the Contractor will be based upon the criteria specified in the RFP. Any proposals not meeting the requirements contained in this RFP will not be scored or may be held pending receipt of required

clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any Contractor or to the public. In scoring the proposals, they will be scored in two phases:

A. Phase 1. Review – Initial Qualifying Criteria

In order to be fully reviewed and scored, proposals submitted must pass the following Phase 1 Review. Any “no” answer to the questions listed below will eliminate a proposal from further consideration.

- a. Was the proposal received by the deadline specified?
- b. Did the Contractor submit five paper copies of their Proposal (in a sealed envelope labeled: “NOTE: DO NOT OPEN. PROPOSAL ENCLOSED FOR DEFIANCE COUNTY INTERNET CONNECTIVITY STUDY SUBMITTED BY (CONTRACTOR’S NAME HERE)”)?
- c. Does the Contractor’s proposal include all required affirmative statements signed by the Contractor’s responsible representative (Provider Assurances Form)?
- d. According to those certifications, does the Contractor affirmatively indicate that it is not on the Federal debarment list; that it is fiscally solvent; that it will meet all Federal, State, and Local compliance requirements; and that the person signing the form is authorized to enter into contract with the County?
- e. Does the Commissioners’ Office review of the Auditor of State website verify that the Contractor is not excluded from contracting with the County by ORC Section 9.24 for an unresolved finding for recovery?

B. Phase 2. Method of Scoring

All proposals will be scored using the following methodology (in accordance with the attached scoring sheet):

Program Outcomes – The Proposal clearly demonstrates that significant outcomes will be achieved with regard to the Program. *Maximum 20 points.*

Realistic Services – Services are realistic and clearly specified. *Maximum 20 points.*

Program Goals/Objectives - Program goals and service objectives are outlined in clear, specific, and measurable terms. *Maximum 20 points.*

Qualifications & Experience – Proposal adequately describes the history, mission and expertise of the applicant agency and substantiates experience in providing these or similar services, including past performance. *Maximum 20 points.*

Reasonable Costs – Costs are appropriate and reasonable for the services being provided. *Maximum 20 Points.*

The maximum total score is 100 points.

C. Final Provider Recommendation

The PRT will recommend a Contractor offering the proposal most advantageous to the County’s goals, as determined by the processes and requirements established by this RFP.

Proposal Rejections

Ohio Revised Code §307.90 and §307.91 permits Defiance County to reject all proposals and advertise for new proposals on the required items, products or services. Defiance County may reject any proposal, in whole or in part, if any of the following circumstances are true:

- 1. Proposals offer services that are not in compliance with the requirements, specifications, terms, or conditions stated in the proposal documents.
- 2. Defiance County determines that awarding any item is not in the best interest of the County.

3. Defiance County reserves the right to reject any or all of the proposals on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Defiance County.

Protests

Any potential, or actual, Contractor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual contractor objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The program name of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by the County;
 - e. A statement as to the form of relief requested from the County; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest;
- B. A timely protest shall be considered by the County if received within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 4:00 p.m. of the closing date for receipt of the proposals.
 - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 9:00 a.m. of the second calendar day after the issuance of the Letter of Intent to Award the contract.
 - c. An untimely protest may be considered by the County if it determines that the protest raises issues significant to the County's procurement system. An untimely protest is one received by the County after the time periods set forth above.
 - d. All protests must be submitted in letter format at the following location:

Defiance County Commissioners
500 Court St., Suite A
Defiance, OH 43512
 - e. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the County determines that a delay will severely disadvantage the County. The contractor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
 - f. The County shall issue a written decision on all timely protests and shall notify any contractor who filed a timely protest as to whether or not the protest will be considered.

Contract Negotiations

Negotiations, if required, may be conducted with the Offeror who submits the lowest and best competitive proposal based on the rankings of all phases of the evaluation process. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the final contract document.

At any time during the negotiation process, if an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, Defiance County may terminate

negotiations with that Offeror and proceed to the next ranked Offeror.

Contract Period

Contracts will be negotiated for this project with the completion date in accordance with requirements of the funding source, American Rescue Plan Act and further defined during the negotiation process.

Payment

Defiance County will pay original invoices that clearly itemize the goods and/or services provided. This should be categorized by department; as to quantity, description, price, labor charges and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Proposal Form(s) submitted as a part of the proposal will be considered.

Termination Clause

The County may terminate any contract entered into, when it is determined by the County in its best interest to do so, by giving at least thirty (30) days' advance notice, in writing, to the Contractor. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

Contractual Requirements

As a condition of receiving a contract with the County, the Contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The Contractor, and any subcontractor(s), must also agree to cooperate with the local JFS and any Ohio Child Support Enforcement Agency in ensuring that the Contractor or employees of the Contractor meet child support established under state law.

The Contractor agrees that as a condition to any contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Contractor will comply with all appropriate federal and state laws regarding such discrimination.

ORC Section 9.24 prohibits the County from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a proposal, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of the RFP without notifying the County of such finding. The County will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. The County will not evaluate a proposal from any Contractor whose name, or the names of any subcontractors proposed by the contractor, appears on the website of the Auditor of State of Ohio as having an "unresolved" finding for recovery.

Minimum Insurance Requirements

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

The Contactor's failure to comply with any of these provisions is a breach of contract by the Contractor, which entitles Defiance County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Defiance County.

The Contractor must provide a certificate of coverage to Defiance County prior to being awarded the contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Defiance County showing that coverage has been extended.

Indemnification Clause

The Contractor will indemnify and hold harmless the County against any loss, penalties, damage, settlements, costs, professional fees, and/or related expenses incurred through the provision of services. Per State of Ohio Office of the Attorney General Opinion NO. 2005-007, "A typical indemnification clause is open ended, providing simply that one party to a contract agrees to indemnify another party from any demands, judgments, liabilities, costs, or other damages that may result from activities related to the contracted matter. A county is not permitted to enter into an indemnification clause of this type because the clause does not comply with the requirements of R.C. 5707.41(D) (1). In particular, an open-ended indemnification clause does not specify the maximum obligation that the county may incur under the clause and does not have a certificate stating that the amount required to meet that obligation has been lawfully appropriated for that purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances." Therefore, the County will not be able to enter into any agreement that includes an indemnification clause or similar language.

Contractor Disclosures

The Contractor must provide a disclosure of any pending or threatened court actions and/or claims against the contractor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No contractor will promise or give to any County employee anything of value that could influence that employee in their decision on awarding contracts. No contractor will try to influence an employee of the County to violate any procurement policies of the County, the Ohio Revised Code, or Federal Procurement Regulations.

SPECIFICATIONS

This Internet Connectivity Study is designed to provide the Owner with a connectivity study and/or survey of Defiance County, as well as demand aggregate information for the municipalities and outlying township areas of Defiance County and work with the Commissioners to create a strategy on community broadband investments.

Section 1 – Connectivity Study

The Contractor will provide the County with a connectivity study and/or survey of Defiance County, as well as demand aggregate information for the municipalities and outlying township areas of Defiance County. These include:

1. Internet Services via:
 - a. Fiber
 - b. Tower
 - c. Satellite
 - d. Other
2. These services are to include residential and business capabilities.

Section 2 – Public Meetings

The Contractor will work with the County and community representatives to provide information on the study and objectives in a public setting.

Section 3 – Strategy of Community Broadband Investments

The Contractor will work with the Board of Commissioners to create a strategy of community broadband investments, based on the study. The Contractor will need to demonstrate an understanding of precision agriculture needs, as well as home-based broadband needs for the strategy sessions. This will include a list of the most cost effective and community benefitting projects.

Section 4 – Consultation for Implementation of Community Investment Plans

The Contractor will provide consulting on the cost expectations and bidding, or reverse bidding, for projects during the implementation of community investment plans.

Section 5 – Consultation for Grants

The Contractor will provide consulting for Federal, State and Local programs and grants that community investment plans would qualify for in Defiance County.

CONTRACTOR ASSURANCES FORM

Purpose: The County requires the following information on contractors who submit proposals or bids in response to Requests for Proposals (RFPs) or other competitive opportunity in order to facilitate the development of the contract (or finalization of a purchase) with the selected contractor. The County reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline set by the County. Further, some of this information (as identified below) **must** be provided in order for the County to accept and consider a proposal/bid. **Failure to provide such required information will result in the proposal's immediate disqualification.**

Instructions: Provide the following information regarding the contractor submitting the proposal or bid. Contractors must print this form, complete, sign and include it in their proposals. It is mandatory that the information provided is certified with an original signature from a person with authority to represent the contractor. Contractors are to provide this completed and signed form as a component of their original proposal, according to instructions in the RFP for proposal/bid composition.

1. Defiance County Internet Connectivity Study	2. Proposal Due Date: 11:00 a.m., Monday, December 13, 2021
2. Contractor Name: (Legal name of the Contractor – a person or organization – to whom contract/purchase payments would be made)	4. Provider Federal Tax ID #: (This number MUST correspond with the name in Item #3)
5. Contractor Corporate Address:	6. Contractor Remittance Address: (or “same” if as same as Item #5)
7. Print or type information on the contractor representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Contractor Representative: Title: Address: Phone #: Email:	
8. Print or type information on the contractor representative/contact person <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the contractor, and to whom legal notices regarding contract termination or breach should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Contractor Representative: Title:	

Address: Phone #: Email:

I recognize that I must give assurances for each item below. If I cannot, I will explain why the assurances were not met or this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We are confirming that we are fiscally solvent.
4. We have or will have all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and contract.
5. We have additional funding sources and will not be solely dependent on any funds awarded through a contract as a result of this RFP.
6. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - Drug Free Workplace

We will not:

- Use contract funds to assist, promote or deter union organizing.
- Use contract funds in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title