

ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
and  
CITY OF GAINESVILLE

REQUEST FOR PROPOSALS  
RFP #05-216

**Public Access Channel**

RFP Submittal Deadline:  
2:00 pm, Wednesday, June 1, 2005

Any response received after the above submittal deadline will not be considered.

Alachua County Purchasing Division, Third Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983  
(352) 374-5202 (PHONE)  
(352) 491-4569 (FAX)

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSALS #05-216

FOR THE PROVISION OF **Public Access Channel**

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners and the City of Gainesville are seeking proposals) for the operation and management of a **Public Access Channel** for the Alachua County and the City of Gainesville Commissions. The initial contract is anticipated to be for a two-year term, with an option by Alachua County and the City of Gainesville to renew for Two (2) additional Two (2) year peroids.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), Selection Procedures (Section 4.0), Proposal Requirements and Organization (5.0) Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits: , Statement of No Proposal, Drug Free Workplace Form, Signature and Acknowledgement of Addendum Form, and Proposed Sub-Consultants Form.

1.2 **Proposal Submission**

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

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

Proposers desiring to provide services as described herein shall submit proposals, an original and fifteen (15) of their proposals copies in a sealed envelope labeled on the outside of the envelope, "**05-216; Public Access Channel**", and deliver by hand or mail no later than **2:00 pm, Wednesday, June 1, 2005**, to the attention of:

Alachua County Purchasing Division, Third Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983

**LATE PROPOSALS WILL NOT BE CONSIDERED.**

Upon submission, all proposals become the property of the County and City which have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted.

The cost for development of the written proposal and the oral presentation are entirely the obligation of the Proposers and shall not be chargeable in any manner to Alachua County or the City of Gainesville.

**No Proposal Submitted** - If you are not submitting a proposal, please respond by returning only the Statement of No Proposal Form **EXHIBIT A** and explain the reason in the space provided.

1.3 **Acceptance/Rejection of Proposals**

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

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

Alachua County and the City of Gainesville reserve the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County and City's judgment, best serve the interests of the County and City, or to award a contract to the next most qualified Proposer if a selected Proposer does not execute a contract within thirty (30) days after the award of the proposal.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Proposer is unavailable during the initial thirty-day period.

1.4 **Consideration of Proposals**

The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County and City. The County and City reserve the right to inspect the Proposers facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

1.5 **Proposal Withdrawal**

Any Proposer may withdraw his proposal by telegraphic, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the County and City the services as set forth in Section 3.0, Scope of Services, or until one or more of the proposals has been awarded.

1.6 **Non-Warranty of Request for Proposals**

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

1.7 **Request for Clarification**

Alachua County and the City of Gainesville reserve the right to request clarification of information submitted and to request additional information of one or more Proposers, either orally or in writing.

1.8 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits, Proposers may direct questions, in writing only, to:

Purchasing Manager  
Alachua County Purchasing Division, Third Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983  
(352) 374-5202 (Phone)  
(352) 491-4569 (Fax)

1.8.1 Any Proposer in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to the Purchasing Manager, at the address indicated above, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation pursuant to such a request will be made only by addendum duly issued, and a copy of such addendum will be mailed, faxed, or delivered to each Proposer of record who has received a set of such documents. **Oral answers will not be authoritative.**

1.9 **Contact with Members of the Professional Services Evaluation Committee**

To ensure fair consideration for all Proposers, the County and City prohibit communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section 1.9.1. Additionally, the County and the City prohibit communications initiated by a Proposer to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

1.9.1 Any communication between Proposer and the County and City will be either 1) initiated by the County's Purchasing Division in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal; or 2) initiated by a Proposer and addressed to the Alachua County Purchasing Manger. Contact between a Proposer with any other County or City employee may be grounds for disqualifying the offending Proposer from consideration of award of the proposal being evaluated and/or any future proposals.

1.9.2 It will be the responsibility of the Proposer to contact the County's Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

1.10 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the County and City become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If a Proposer believes that any portion or all of the response is confidential and/or proprietary, clearly assert such exemption and the specific legal authority for the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with the Proposer's name and the proposal number marked on the outside.

1.10.1 Please be aware that the designation of an item as a trade secret by a Proposer may be challenged in court by any person. By your designation of material in your proposal as a "trade secret," you agree to hold harmless Alachua County and the City of Gainesville for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the County and City by reason of any legal action challenging your claim.

1.11 **Examination of Request for Proposals**

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

1.12 **Public Entity Crimes**

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

1.13 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug free workplace by executing the attached Drug Free Workplace Form **EXHIBIT B**

1.14 **Workplace Violence**

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

Battery: intentional offensive touching or application of force or violence to another.  
Stalking: willfully, maliciously and repeatedly following or harassing another person.

1.15 **Qualifications of Proposers**

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to the County or City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the County or City, or who is otherwise determined to be irresponsible or unreliable by the County or City.

If the proposer is determined to be irresponsible or unreliable, the County or City will notify proposer of its findings, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

2.0 **BACKGROUND INFORMATION**

2.1 **Location**

Alachua County is located in North Central Florida. The City of Gainesville is the County seat. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County consists of a total area of 969 square miles and has a population of over 216,000 with 117,000 residents inside the city limits of Gainesville.

2.2 **Form of Government**

Both Alachua County and the City of Gainesville operate under the commission/manger form of government. Alachua County has five elected county commissioners and the City of Gainesville has six elected commissioners and an elected mayor. The County also has five elected constitutional officers, consistent with Florida law; the Supervisor of Elections, the Sheriff, the Clerk of the Court, the Tax Collector and the Property Appraiser.

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for operation and management of a Public Access Channel, including the original organization of such a channel and its operation. This proposal will be for a period of approximately 2 years with an option by the County and the City to renew for two (2) additional two (2) year periods.

3.1 **General Information**

Alachua County and the City of Gainesville wish to contract with an organization for the development and implementation of a Public, Educational, Government (PEG) channel that will be devoted to educational and public access. The County and the City understand that the majority of programming at the onset of such a station will be educational, because of the availability of such programming, and that more public access programming will be added as local citizens develop and produce programming for this purpose. The County and the City are interested in organizations and principals with proven success in implementing and/or developing educational and public access programming.

The County and the City's franchise agreement with CoxCom, Inc., dba Cox Cable, requires a six-month advance notice in order to activate the bandwidth availability for such a purpose. Accordingly, all responders should include a timeline in their proposals that would take this advance notice time into account. At the time of activation and implementation of such a channel, however, the County and the City intend that significant channel programming would become available for viewers. The County and the City do not wish to usurp a channel on the basic service tier that would be primarily a dark channel, or that would have essentially repetitive programming, because that is not a proper service to viewers and cable subscribers. Likewise, the County and the City are not interested in programming in the nature of bulletin boards. Such information is available in other media and channels in the community and is not deemed to be a

desirable utilization of a PEG channel.

It is the intention of the County and the City to execute a contract for approximately two years, with certain possible extensions. In any case in which non-capital funding is requested of and granted by the Commissions, it is the intent of the County and the City to strictly enforce benchmark measurements as requested below to determine the performance success or lack thereof of the successful responder, and the County and the City would not intend to continue funding any organization that failed to meet its programming benchmarks.

### **3.2 Specific Elements to be Included in Proposals**

Responders should specifically include the following information in all proposals:

#### **3.2.1 Information Regarding The Respondent Organization**

3.2.1.1 Form of organization, tax status, date of incorporation, corporate officers, and copy of most recent report to the State of Florida if already registered to do business in the state, or if not, copy of most recent report of state of incorporation and a time line for filing requirements for doing business in the State of Florida.

3.2.1.2 Principals who will be involved in the daily operations of the channel, including experience and history regarding the management of a PEG channel, and the development and implementation of educational and public access programming.

#### **3.2.2 Information Regarding Management Practices**

3.2.2.1 Staffing plans

3.2.2.2 Pre-emption policies and proposed access policies

3.2.2.3 Proposed policies for live programming, if any, and means to address issues

3.2.2.4 Proposed administrative structure, any additional policies and procedures not specified above, including hiring policies

3.2.2.5 Equipment utilization and maintenance policies

#### **3.2.3 Information Regarding Corporate Plans And Needs**

3.2.3.1 Four-year business and budgetary plans

3.2.3.2 Identification of proposed or existing location for operations and policies regarding availability to the public

3.2.3.3 Specifications for any capital-related needs that would be requested from the County and the City in the first four years

3.2.3.4 Specification of any non-capital funding that would be requested from the County and the City during the first four years of operation

#### **3.2.4 Channel Development and Implementation**

3.2.4.1 Proposed programming policies and two-year programming and scheduling plan, including schedule for inception of cablecast activities from date of contract execution

3.2.4.2 Plans for addressing community affairs

3.2.4.3 Proposed benchmark measurements for success at the end of a two-year contract period

3.2.4.4 Neither, the County or the City will regulate content of the channel except as allowed by law.

### **3.3 Important Notes for Proposers**

3.3.1 It is anticipated that any capital funding that may be provided by the City and County Commissions shall be provided under the following conditions:

All equipment so funded shall be purchased by the City and County and title to such equipment shall remain vested in the City and County and shall be returned to the City and County at the end of any contract period or extended period in the same condition in



which it was originally provided to the Channel Operator, less ordinary wear and tear.

All facilities purchased with funding provided by the County and the City shall be titled in the name of the County and City. Leased facilities will be leased in the name of the selected vendor with the understanding that in case of default, the County and the City have the right to take over the lease if they so choose, but shall have no legal or financial responsibility to do so.

3.3.2 Any capital funding that may be requested of the County and the City as part of the proposal is deemed to be one-time funding and is not anticipated to be renewed in the ensuing ten years.

3.3.3 In any year in which a Channel Operator receives \$300,000 or more in total governmental funding from the County and the City and any other governmental source(s), the Channel Operator will provide to the County and the City audited financial statements audited by an Independent Certified Public Accountant. In any year in which a Channel Operator receives less than \$300,000 in total governmental funding, the Channel Operator will account for its expenditure of the County and City funding on a form to be provided by the County and City.

#### 4.0 **SELECTION PROCEDURES**

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

##### 4.1 **Written Submittals**

All the written submittals will be reviewed by the Evaluation Team.

##### 4.2 **The Evaluation Team**

The Evaluation Team will consist of 2 members selected by the County Manager and 3 members selected by the City Manager. This evaluation team serves in an advisory capacity and responsible for the final ranking and recommendation to the Board of County Commissioners and the City Commissioners.

4.3 The Evaluation Team will then review the Professional Qualifications and Written Proposal. In doing so, the team will evaluate proposals in accordance with the evaluation criteria identified in Section 6.0.

##### 4.4 **Presentation**

Upon review and evaluation, the Evaluation Team, may select Proposers for presentations. The Proposers shall then further detail their qualifications, approach to the project and ability to furnish the required services during oral presentations. If oral presentations are required, final selection shall be based on a composite score of written and oral presentations. These presentations shall be made at no cost to Alachua County or the City of Gainesville. The Evaluation Team has the option of waiving this phase of the process.

##### 4.5 **Selection and Ranking**

The Evaluation Team shall then select and rank the proposers in order of preference, by most highly qualified to perform the required services to least qualified to perform the required services. If no proposer appears to present the depth of experience deemed necessary, or if no proposer has an approach to the operation and maintenance of the channel which is consistent with the County's and City's intent regarding such operations, then the Evaluation Team can choose not to rank the proposers and not to make a recommendation.

##### 4.6 **Negotiation of Contract**

Assuming that the Evaluation Team successfully ranked the proposals and that the County and City Commissions approve the rankings, the County and the City will negotiate a contract with the top ranked proposer for the provisions of these services. Should the County and the City be unable to negotiate a satisfactory contract with the top ranked proposer, negotiations will be terminated and negotiations will be initiated with the second most qualified proposer. Should the County and the City be unable to negotiate a satisfactory contract with the second most qualified

proposer, negotiations will be terminated and negotiations will be initiated with the third most qualified proposer, so long as the second and third proposers are deemed to meet the qualification and operational requirements of the County and the City. The process shall continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the County or the City arising from such negotiations.

**5.0 PROPOSAL REQUIREMENTS AND ORGANIZATION:**

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

**5.1 Letter of Interest**

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

**5.2 Project Understanding and Approach**

This section should include a narrative necessary to show that the Proposer has an understanding of the scope and objectives of the established operations and maintenance of a Public Access Channel. The Proposer should describe the approach to the provision of services as required herein and plans for implementing that approach.

**5.3 Proposer's Qualifications and Staff**

Identify the manager and key staff who would be directly assigned to this project. Provide resumes to include years of experience within the area of specialty, length of service with the Proposer or similar employer and knowledge of local government. If employees will be hired, provide the steps to be taken in the hiring process.

5.3.1 A brief statement shall be included, as to the Proposer's background, organization and size.

5.3.2 The one person designated to act as primary liaison between the Proposer and the County and City. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.

5.3.3 If any services are to be subcontracted, then those Subcontractors must be identified. Qualifications of any sub- Subcontractor(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.

5.3.4 Proposers shall demonstrate experience in the scope of services required herein. Describe in detail any prior or similar experience.

**5.4 Appendix**

The Appendix should include the following information:

5.4.1 List of five (5) verifiable references for manager and key staff people. For each reference, list the name of the reference, the name of the proposer's manager or other staff member for whom that reference is valid, the type of reference and work experience to which the reference can attest (i.e., personal; camera operations; etc.) a contact person who can provide the reference, contact address information, and the current telephone number at which the contact person can be reached.

5.4.2 A statement that the proposer will comply with all federal, State of Florida and local equal opportunity policies.

5.4.3 Completed Drug Free Workplace Form, if applicable **EXHIBIT B**.

5.4.4 Signature and Acknowledgement of Addendum Form **EXHIBIT C**.

**6.0 SELECTION AND EVALUATION CRITERIA**

6.1 The proposers will be ranked on the basis of proposals. Proposals must stand on their own in terms of completeness and verifiability. The evaluation committee reserves the right to eliminate

from consideration as non-responsive all proposals which are missing any elements requested in section 3.0 Scope of Services and Section 5.0 Proposals Requirements and Organization of this request for proposal.

6.2 Proposals will be evaluated by a team of City and County personnel. Proposals will be ranked on the basis of the following factors:

- |       |  |           |
|-------|--|-----------|
| 6.2.1 | Proposed management and operating staffs experience and operating plans in running a public access channel.  | 20 points |
| 6.2.2 | Recommendations from references regarding experience and operating plans in running a public access channel. | 20 points |
| 6.2.3 | Non-capital cost requests and operating pro formas   | 20 points |
| 6.2.4 | Quality of proposed benchmark criteria and operating plans to achieve benchmarks                             | 15 points |
| 6.2.5 | Capital cost requests and capital management and replacement plans   | 15 points |
| 6.2.6 | Quality of proposed programming  | 10 points |

## 7.0 **PROFESSIONAL RESPONSIBILITY**

All services shall be provided with the skill and care which would be exercised by comparably qualified private enterprise performing similar services at the time and place such services are performed.

Proposer must agree that it will be solely responsible for the operations and management of the access channel, within any governing dictates agreed upon by the County and City Commission, and will not make the County or City subject to any action at law based on decisions made by the proposer in the performance of its duties, and that the County and the City will be held wholly harmless should a third party cause the County and/or the City to become subject to any action at law resulting from proposer's decisions, operation or management of said channel.

7.1 **Professional Liability Professional/Errors and Omissions Liability**  
Coverage must be afforded, under an "occurrence" form policy or "claims made" form in limits not less than \$1,000,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions that occur during the term of the contract. If this coverage is written on a claims made form proof of extended reporting period coverage is required.

The selected proposer/Consultant Channel Operator shall provide a Certificate of Insurance to the County and City with a Thirty (30) day notice of cancellation. EXHIBIT H

If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

## 8.0 **GENERAL TERMS AND CONDITIONS**

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Proposer must comply in order to be consistent with the requirements for this Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

### 8.1 **Basis for Contract Negotiation**

This request for proposal and the resulting proposals will serve as the basis for negotiating a contract.

### 8.2 **Governing Law**

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

### 8.3 **Permits, Laws & Regulations**

The selected Proposer shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required

The selected Proposer shall comply with all laws, ordinances, regulations and building code

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

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

**8.4 Assignment of Interest**

Any individual or no proposer shall assign or transfer any responsibilities or tasks involved in executing the contract without prior written consent of the County and City, or unless clearly stated in the sub channel operator section of the proposal.

**8.5 Indemnification**

The Proposer agrees to protect, defend, indemnify, and hold the County and City and Director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Proposer further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Proposer agrees that indemnification of the County and City shall extend to any and all work performed by the Proposer, its sub-Proposers, employees agents, servants or assigns.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Channel Operator's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and City and the Channel Operator.

**8.6 Amendments**

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

**8.7 Default and Termination**

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

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

The County and City may terminate the contract without cause by first providing at least thirty (30) days written notice to the selected Proposer prior to the termination date. The County and City's Manager is authorized to provide written notice of termination on behalf of the County and City.

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

**8.8 Successors and Assigns**

The County, City and selected Proposer each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the selected Proposer of its interest in the contract without the written consent of the County and City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, City or the selected Proposer, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County and City or the selected Proposer.

**8.9 Non Waiver**

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

**8.10 Independent Proposer**

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

**8.11 Collusion**

8.11.1 The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT E**, declares that the proposal is made without any previous understanding, agreement, or connections with any persons, other proposers or corporations submitting a proposal on the same services and that the proposal is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

8.11.2 The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT C**, declares that no County or City Commissioner, other County or City officer, or County or City employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of the contract.

STATEMENT OF NO PROPOSAL

We the undersigned have declined to provide a submittal on your RFP No 05-216 for Public Access Channel for Alachua County and the City of Gainesville for the following reasons:

- \_\_\_\_\_ We do not offer this service
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Other (specify below)

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Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Alachua County Purchasing Division, Third Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983  
(352) 374-5202  
(352) 491-4569 (Fax)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection(1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidders Signature

\_\_\_\_\_  
Date

**SIGNATURE AND ACKNOWLEDGMENT OF ADDENDUM FORM**

RFP NUMBER: **05-216**  
PROPOSAL OPENING DATE: **2:00 pm, Wednesday, June 1, 2005**  
RE: **Public Access Channel**  
PLACE OF BID OPENING: **Alachua County Purchasing Division, Third Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983**

Acknowledge Receipt of Addendum(s) (if applicable, circle): #1 Yes No #2 Yes No #3 Yes No

BIDDER: \_\_\_\_\_ COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PRINT TITLE: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ / \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / 2003



**TYPE "A" INSURANCE REQUIREMENTS**  
**Including Professional and Errors and Omissions Liability**

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

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

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

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**PROFESSIONAL LIABILITY and ERRORS AND OMISSIONS LIABILITY**

Professional (E&O) Liability must be afforded for Bodily Injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**A. Commercial General Liability and Automobile Liability Coverages**

1. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as Insureds as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

2. **The Contractor's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

**B. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

**C. All Coverages**

Contractors shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

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

**CERTIFICATE HOLDER:** \_\_\_\_\_  
and Mailing Address

Alachua County Board of County Commissioners  
c/o Periculum Services Group  
P.O. Box 257  
Portland, MI 48875

City of Gainesville  
200 East University Avenue  
Gainesville, FL 32602