



DODGE COUNTY FINANCE DEPARTMENT
Purchasing Division

127 East Oak Street, Juneau, WI 53039

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Email: sjustmann@co.dodge.wi.us

Request for Proposals (RFP)
Emergency and Scheduled Repairs of Utility Infrastructure
Information Technology, Dodge County, WI
RFP #15 23-05

Dodge County is requesting sealed proposals from fully licensed and qualified Contractors for Emergency Repairs of Underground, and Aerial Outside Fiber Infrastructure and/or scheduled maintenance. The intent of this contract is to provide an emergency response time within four (4) hours for emergency repairs to bring the fiber infrastructure back on-line. The scheduled maintenance will be conducted on a scheduled as needed basis. The repair areas will be located within Dodge County, Wisconsin.

Request for proposal packets will be available starting November 7, 2023, on the Dodge County website at <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/request-for-proposals-bids>. Sealed proposals should be marked “Emergency Fiber Repairs” and must be received in the County Clerk’s Office, Administration Building, 127 E. Oak Street, Juneau, WI by 10:00 a.m. on or before December 6, 2023.

Dodge County reserves the right to waive any informalities or technicalities and to reject any and all proposals or parts thereof deemed to be unsatisfactory or not in the County’s best interest. Furthermore, Dodge County reserves the right to cancel any order or contract for failure of the successful Contractor to comply with the terms, conditions and specifications of the request and/or contract. Dodge County reserves the right to award this request to the Contractor whose proposal is overall the most advantageous to the County in the County’s sole determination.

Stephanie Justmann
Dodge County
Purchasing Agent

I. Request for Proposal

This Request for Proposal (RFP) is issued to request sealed proposals from fully licensed and qualified Contractors for Emergency Repairs of Underground, and Aerial Outside Fiber Infrastructure and/or scheduled maintenance. The intent of this contract is to provide an emergency response time within four (4) hours for emergency repairs to bring the fiber infrastructure back on-line. The scheduled maintenance will be conducted on a scheduled as needed basis. The repair areas will be located within Dodge County, Wisconsin.

The successful proposal shall be responsible for the emergency repairs of the underground, aerial, and OSP (outside plant) fiber infrastructure. The emergency repairs will be conducted on Dodge County owned fiber optic cable. In addition, Dodge County is requesting to contract with a licensed qualified Contractor for scheduled maintenance and/or repairs on an as needed basis. The provided services will be on a time and material basis.

Scope of Service

- The Contractor shall furnish labor and materials in full accordance with all applicable rules and regulations using Federal, State, and County Standards.
- Dodge County currently has ½ mile aerial and 3 miles of underground fiber.
- Maintenance of Traffic (MOT) according to Wisconsin Department of Transportation (WisDOT) Roadway and Traffic Design Standards shall be followed when working within right-of-way during repair activities.
- Proper siltation control, dewatering, sheeting, shoring, bedding and backfilling of all excavation as required.
- Proper compaction of excavations under public roadways as required.
- The overall scope includes, but is not limited to, providing emergency repair and/or scheduled maintenance to fiber optic cabling and equipment.
- The successful bidder will be required to be the on-call emergency fiber repair provider.
- Contractor shall assure conditions on the work site reflect good housekeeping and safety practices at all times. The Contractor shall be responsible for all trash and debris disposal from the work site.
- Emergency Repair requests shall be dispatch by Dodge County by means of a telephone call or email. Contractor shall verbally respond to each request for Emergency service with one (1) hour of notification and shall have a qualified person on site within two (2) hours of the initial notification.
- Failure to meet the required response times will be considered a breach of contract and may result in termination of the contract.

II. Request Description

The successful proposal shall comply with all applicable national, Federal, State, and local rules, regulations, codes, and standards for safety, building, electrical, fire, communications low voltage wiring, and installation work. The successful proposal also understands and agrees that all equipment and/or services provided to Dodge County shall comply with specifications set forth in the applicable sections of the Federal Communications Commission Rules and Regulations. In addition, work performed shall be in accordance with industry accepted practices

and standards. Additionally, all cable, wire, and associated material and equipment provided and installed by the successful proposal is to have been tested by an approved testing facility and listed for the intended use.

III. Submittal Schedule

Task	Date
RFP Issued	November 7, 2023
Deadline for questions: Questions must be emailed to: sjustmann@co.dodge.wi.us	December 1, 2023 at 10:00 a.m.
Final Addendum Issued	December 1, 2023
Proposal Submission Deadline	December 6, 2023 at 10:00 a.m.
Proposal Review and Contract Negotiation	Week of December 11 th

IV. Evaluation Criteria

Proposals received will be scored on the following criteria:

- A. **Organization capabilities (15%):** Ability to perform scope of RFP requirements and success of past projects, preferably completed with local governments in Wisconsin.
- B. **Experience and Qualifications of Staff (10%):** Experience and qualifications of contractor's staff to provide the service. References of similar units of governments in Wisconsin.
- C. **Timeline (15%):** Potential of contractor to complete the emergency repairs in the proposed timeframe.
- D. **Approach to Project Scope, Plan, and Execution (10%):** Capability of contractor to satisfactorily achieve the results contained in the RFP based on the approach described in proposal. Past performance on similar situations.
- E. **Price/Cost/Fees (50%):** Competitiveness of contractor's fees to complete the proposed emergency repairs including any value-added services offered.

Proposal Review – the selection committee will review and score the proposals. The County reserves the right to request any additional information that it deems necessary during the evaluation process.

V. Insurance Requirements

Minimum Scope and Limits

- A. Architects, Engineers, Other professionals – Errors & Omissions (Professional Liability) coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the Contractor changes insurance carriers and this policy is provided on a “claims made” basis, the Contractor will secure the appropriate coverage extension to provide coverage to the project for a periods of at least two years following the completion of the project.
- B. Commercial General Liability coverage with limits of no less than the following:

- | | |
|--|-------------|
| 1. General aggregate limit per project
(Other than Products-Completed Operations) | \$2,000,000 |
| 2. Products-Completed Operations Aggregate per project | \$1,000,000 |
| 3. Personal and Advertising Injury Limit | \$1,000,000 |
| 4. Each Occurrence Limit | \$1,000,000 |
| 5. Fire Damage Limit-any one Fire | \$ 50,000 |
| 6. Medical Expense Limit-any one Person | \$ 10,000 |
- C. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- D. Worker's Compensation and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability Insurance requirements.
- E. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 annual aggregate, and a maximum self-retention of \$10,000.

Other Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than a Class VI, authorized as an admitted insurance company in the State of Wisconsin.
- B. Certificates of Insurance acceptable to Dodge County shall be submitted prior to commencement of the work. Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days' prior written notice has been given to Dodge County.
- C. Dodge County, Dodge County's elected and appointed officials, and Dodge County employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.

VI. General RFP Information

- A. Dodge County requires a high level of service from any Contractor who is looking to do business with the County. Quality, service and price are all critical factors that Dodge County considers when doing business and in continuing business with Contractors. This is especially important when it comes to the requirements of this request. Dissatisfaction due to product or performance may result in Dodge County discontinuing service with a Contractor.
- B. Dodge County is a tax-exempt municipality under Section 77.54(9a) (b), Wis. Stats.
- C. Successful Contractor(s) shall provide a certificate of insurance, including naming Dodge County, its officers, elected officials and employees as Additional Insureds, upon proposal award.
- D. All proposals shall be binding for ninety (90) calendar days following the proposal opening date unless the Contractor(s), upon the request of the County, agrees to an extension.
- E. Payment for services will be made to successful Contractor(s) contingent upon County's acceptance and approval of all work done and/or products provided or services rendered. Acceptance as herein means acceptance by the County of all work performed or products provided and services rendered, after the department's authorized agent has found it to be in compliance with the specification requirement. Fuel surcharges or surcharges of any kind will not be allowed.
- F. Contractors may withdraw their proposal at any time before the proposal due date and time by written request for withdrawal to the Purchasing Agent and by presenting proper identification upon request. **Faxed and emailed proposals will be rejected. Late proposals will not be accepted.**
- G. Dodge County's Standard Terms and Conditions available at: <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division> are applicable to this request and are hereby made a part of it.
- H. If a Contractor receives an RFP packet from any source or entity other than the Dodge County Purchasing Division or its website, <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division> It is the Contractors responsibility to view the RFP document, and check the website for updates and to retrieve any addenda issued for this request. Contractors may also contact Dodge County Purchasing Division and request any addenda for this request prior to submitting their proposal. Failure to do so in no way obligates the County to issue addendum or other information concerning this request to the Contractor.

- I. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
- J. Dodge County shall be the owners of any and all of the reports, plans, specifications and documents resulting from this RFP and Contractor shall provide both digital and hard copies of all reports, plans and documents as indicated in this RFP to Owner in a format usable to the County. Awarded Contractor(s) shall also waive any rights to copyright protection so Owner may reproduce, distribute and use all reports, plans, specifications and documents as it so chooses.
- K. Any proposal/response and any and all supporting materials submitted in conjunction with this request may become a public record, subject to public inspection.
- L. Contractors responding to this request shall include with the proposal a proposed contract covering all the terms, conditions and specifications for the performance of all work for this request. Proposed contract shall incorporate at a minimum the County's terms and conditions and the contract requirements contained herein.
- M. Proposers shall list any consultants or subcontractors that may be used to complete this project.
- N. All questions resulting in further clarification or modification to this (RFP) document will be handled by written addenda. Questions shall be directed to the Purchasing Division via email to sjustmann@co.dodge.wi.us. Questions must be asked at least three (3) business days prior to the proposal due date. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted on the Dodge County website at <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division>. It is the Contractor's responsibility to check the website for addenda prior to submitting your proposal. Oral and other interpretations or clarifications will be without legal effect.
- O. Dodge County assumes no responsibility or liability for any error or omission in any part of this RFP or resulting design. Prior to the deadline for questions, a Contractor shall notify Dodge County of any error for any error or omission in any part of this RFP or resulting design. Prior to the deadline for questions, a Contractor shall notify Dodge County of any error, omission, inconsistency or other factor which requires clarification that is discovered while reviewing the documents or preparing a proposal. Such notification shall be made in writing to Dodge County's Purchasing Office.
- P. Confidentiality and Security – This document or any portion thereof may not be used for any purpose other than the submission of proposals. The successful consultant must agree to maintain security standards consistent with the confidentiality and security policies of Dodge County and any applicable state or federal laws or regulations. These include strict control of access to secure areas,

sensitive data and maintaining confidentiality of information gained while carrying out their contractual obligations. The successful consultant will be required to ensure that all consultant's personnel providing services to the County which require access to secure and confidential Dodge County information or facilities, meet the criteria for personal security clearance prescribed by Dodge County. Dodge County reserves the right to deny access to any individual that is not fully compliant with security criteria without disruption to timeline or adjustment to project cost.

- Q. Dodge County reserves the right to require background checks for any employee or subcontractor employee involved in this project from the awarded Contractor(s).
- R. Unpublished information pertaining to Dodge County, or its employees obtained by the Contractor as a result of participation in this RFP or resulting contract is confidential and must not be disclosed without written authorization from Dodge County Corporation Counsel or pursuant to a court order.
- S. INDEMNIFICATION Dodge County requires any contract or agreement to contain an indemnification clause in which consultant holds harmless Dodge County, its officers, elected officials and employees harmless from and against any and all claims arising from contracts between the Contractor and third parties made to effectuate the purposes of this RFP. Dodge County will not agree to mutual indemnification or to indemnify vendor.
- T. NON-COLLUSIVE STATEMENT Each Contractor, by submitting a response, certifies that it is not a party to any collusive action with Dodge County personnel and/or Consultants. Each Contractor also certifies that it is not a party to any collusive action with any other party submitting a proposal in response to this solicitation.
- U. Dodge County reserves the right to reject any or all proposals or parts thereof, to waive any technicality in any proposal and accept any proposal deemed to be the most advantageous to the County. It is possible that multiple awards may be made through this RFP process.
- V. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Dodge County, WI.

VII. Statement of Qualifications Requirements

Proposer shall include:

- I. State the name, address, and a company profile, including size, qualifications, technical capabilities, etc., including number of years doing business in the area of fiber optic, and any other applicable general proposer information.
- II. Include a list of the key personnel that will be associated with an emergency response. Provide a summary of the staff and their capabilities and experience.
- III. Provide examples of related experience performed during the previous four (4) years (services similar to the Scope of Service listed within the Request for Proposal.)
- IV. Complete the Statement of Qualifications Reference Form. Provide at least three (3) references of current or recent clients. Respondents shall provide an indemnification and hold harmless statement protecting the reference for comments and opinions provided.
- V. Complete Qualification Evaluation Checklist. Reporting false, inaccurate, or misleading information shall be sufficient grounds for disqualification or contract termination.

Professional Services for Emergency Underground and Aerial Outside Fiber Repair
Information Technology, Dodge County, WI
RFP #15 23-05

Complete this page and include it with your sealed response to the request.

I have read this Request for Proposal (RFP), all the attachments, addenda (if any) and exhibits issued for this project and understand the contents and requirements.

Binding Signatures:

The undersigned Contractor, submitting their proposal, hereby declares and agrees to be bound, and to perform the work in accordance with all the terms, conditions and requirements of this Request for Proposals, the within and foregoing proposal, the contract, the applicable specifications, special provisions, and the schedule of prices as hereby submitted and made part of their proposal submission.

Company: _____

Address: _____

Original Signature: _____

Name (Print/Type) _____

Title _____ Date _____

Phone Number: _____ Fax Number: _____

E-mail: _____

VIII. Qualification Evaluation Checklist

Contractor: _____

Contact Person: _____

Address: _____

City: _____ State: _____

Zip: _____

Phone Number: _____

Yes	No	#	Question/Instructions
		1.	How many years has your business been engaged in this type of business under the present firm name?
		2.	Has your business ever failed to complete any emergency work?
		3.	Does your company have a back-up plan for responding to an emergency to ensure repair work within four (4) hours?
		5.	Does your business have any experience working with surrounding Counties?
		6.	Provide list of any appropriate licenses, certifications, degrees, or appropriate training that will assist in qualifying your business for these services.
		7.	Business may include other information as they deem appropriate.

IX. Statement of Qualifications Reference Form

Reference #1

Owner of Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Calendar Year(s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone/Email: _____

Reference #2

Owner of Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Calendar Year(s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone/Email: _____

Reference #3

Owner of Company Name: _____

Contact Person: _____

Type of Service(s) Provided: _____

Calendar Year(s) of Service(s) Provided: _____

City, State, and Zip Code: _____

Telephone/Email: _____

X. Proposal Form

We, the undersigned, propose to furnish Dodge County, Juneau, Wisconsin, the emergency underground and aerial outside fiber repair in accordance with the RFP #15 23-05 and specifications hereto attached:

RFP #15 23-05	Price
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Emergency and Scheduled Underground and Aerial Outside Fiber Repair

Standard Rates

Hourly rate

_____	\$ _____
_____	\$ _____

Emergency Rates

Hourly Rate

_____	\$ _____
_____	\$ _____

Dodge County reserves the right to award any or all of this project, reject any or all proposals or parts thereof, to waive any technicality in any proposal and accept any proposal deemed to be the most advantageous to the County.

XI. Addenda Acknowledgement

I/we hereby acknowledge receipt of the following addenda(s):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examined the plans, specifications, form of contract and all other contract documents.

I/we further agree to enter into the contract, as provided in the contract documents, under all the terms, conditions and requirements of those documents.

If no addenda were issued, the consultant/Contractor shall so indicate and sign this document.

Contractor

Representative Signature