

Request for Proposal



FIBER-OPTIC INFRASTRUCTURE CONSTRUCTION

The Lincoln County IT Department and the City of Merrill IT Department are seeking to contract with an individual or entity to construct fiber infrastructure to six (6) locations within the City of Merrill, Wisconsin.

Specifications and instructions may be obtained online at www.co.lincoln.wi.us. Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Lincoln County IT Department on or before 2 PM on July 14, 2017 and will be publicly opened at the IT Department Office located at 801 N. Sales Street at 2:15 PM that day.

INSTRUCTIONS

1. PROPOSALS.

All proposals will be addressed to Lincoln County IT Department (Attn: David Smith, IT Director), 801 North Sales Street – Suite 206, Merrill, WI 54452, and delivered to the Lincoln County IT Department. Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labelled “Fiber-Optic Infrastructure Construction”. Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed (by the individual or by a duly authorized representative of the entity) and dated. Proposals must remain firm for a period of ninety (90) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Lincoln County to engage in any procurement or to purchase. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin’s Public Records Law.

Once submitted, the proposals and any supplementary documents become the property of Lincoln County.

2. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will not be opened nor returned to the bidder. Proposals by email or fax will NOT be accepted. Actual receipt is required.

3. COMPETITIVE PROPOSAL/BID.

This is a competitive proposal/bid. The contract shall be awarded to the lowest qualified and responsible proposer/bidder.

4. PREVAILING WAGE RATE

Contractors may be required to pay not less than the prevailing wage rates on the project as established by the State of Wisconsin Department of Workforce Development, Equal Rights Division – Labor Stands Bureau, pursuant to Wisconsin Statutes. Copies of the prevailing wage rate determination (if applicable) will be incorporated in the contract documents by reference.

5. QUALIFICATIONS OF INDIVIDUAL OR ENTITY

Individual or entity shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the services/work contemplated. Lincoln County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services/work. Lincoln County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services/work contemplated.

Lincoln County may, in its' sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed AND other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information (and references for recent, similar work performed) in their bids.

6. CONSIDERATION/AWARD OF CONTRACT

Lincoln County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects. This solicitation may be cancelled.

The award of this contract shall be to the lowest responsible and qualified individual or entity offering the most advantageous bid to Lincoln County, so long as the bid is deemed compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its' terms. Lincoln County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Lincoln County and/or its' designee may choose to conduct interviews of qualified and responsible proposers and/or contact current and former customers of proposer.

7. SITE VISIT AND PRE-BID CONFERENCE [MANDATORY]

Prospective proposers/bidders will be afforded the opportunity to conduct a site visit/pre-bid conference to ensure that proposers/bidders are aware of site conditions and to allow bidders to ask questions and/or exchange information with County/City staff on **Thursday, June 29, 2017 at 1:00 PM.** Attendance is mandatory. Prospective bidders should report to 801 N. Sales Street – Suite 206, Merrill, Wisconsin.

Proposers/bidders assume responsibility for carefully examining the RFP and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be furnished; understanding the requirements of the specifications, special provisions, and contract. Submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

8. CONTRACT

The successful individual or entity shall execute an Independent Contractor Agreement within fifteen (15) days after notice of the award of the contract is given. The request for proposal, instructions, specifications and proposal in their entirety form the primary basis of the agreement and will be made part of the agreement.

9. BOND

The selected contractor will be required, within seven (7) calendar days of notification of award of the RFP, to post a "Performance Bond" at least equal to the contract price and valid for at least 90 days beyond the contract closing as security for the faithful performance of the work to be contracted.

10. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state and municipal laws, ordinances, rules and regulations. Any permit, license, certification, accreditation (and any fee therefor) shall be the responsibility of the successful individual or entity.

11. ETHICS/CONFLICT OF INTEREST

It shall be unethical for any person to offer, give or agree to give any elected official, employee or former employee or to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement, a purchase request, influencing the contents of any specification or procurement standards, rendering any advice, investigation, auditing, or in any other advisory capacity in any proceedings or application request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

12. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the services provided by the Contractor for the request services addressed in this document.

13. INSURANCE

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the contractor or anyone employed by them. The contractor shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the contractor is covered by the following types and amounts of coverage:

Type	Limits
Worker's compensation & Employer's Liability	Coverage A: \$ Statutory; Coverage B: \$100,000 Employers Liability
CGL/General liability (Bodily injury/Personal injury, Property damage)	\$1,000,000 each occurrence, Combined single limit \$2,000,000 each occurrence, Combined single limit (excavating/underground/collapse, if applicable to project) \$5,000,000 each occurrence, Combined single limit (if asbestos is involved in project)
Automobile liability – owned/hired/non-owned vehicles (Bodily injury/Property damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella excess liability insurance	\$1,000,000 each occurrence, Combined single limit

Failure of County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of contractor to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Contractor shall maintain insurance for the duration of the contract.

The certificate shall list the Certificate Holder and address as follows: Lincoln County 801 N. Sales St. Merrill, WI 54452", City of Merrill 1004 E. 1st St. Merrill, WI 54452 as Certificate Holders.

Insurance shall include under the General Liability and Automobile Liability Policies "Lincoln County and the City of Merrill, its employees, elected officials, representatives, and members of its boards and/or commissions" as "Additional Insured's".

All insurance shall include a thirty (30) day notice to the County prior to cancellation or material policy change.

Contractor shall require sub-supplier; if applicable, to furnish identical Certificates of Insurance to Lincoln County prior to contract taking effect.

14. NO ASSIGNMENT

Assignment by the selected Contractor to a third party of any contract entered into for this project is prohibited and will not be recognized by the County unless approved by the County in writing in advance.

15. DISPOSAL OF PROJECT-RELATED MATERIALS

Disposal of all materials must be at the Lincoln County Landfill located at N4750 Landfill Lane, Merrill, WI 54452 (715-536-9636).

16. TAX EXEMPT STATUS.

Lincoln County is a tax-exempt municipality under sec. 77.54(9a), Wis. Stats.

SPECIFICATIONS

1. PROJECT NARRATIVE

The project is construction, termination and testing of fiber-optic service to six (6) locations in the City of Merrill. The main route of fiber construction will begin at the Lincoln County Service Center and end at the Merrill City Hall and the Lincoln County Safety Building. Lateral fiber will include routes to Festival Grounds, Lincoln County Highway Department, and to the intersection of E. First St. & Center Ave.

Project Locations:

Lincoln County Service Center
801 N. Sales St., Merrill

City of Merrill Festival Grounds
301 N. Sales St., Merrill

Lincoln County Highway Department
100 S. Cooper St, Merrill

Lincoln County Safety Building
1104 E. First St., Merrill

City of Merrill City Hall
1004 E. First St., Merrill

Intersection of E. First St. & Center Ave., Merrill

2. SPECIFICATIONS/SCOPE OF SERVICES

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality and workmanship to that usually provided by the practice.

Technical inquiries and specification clarifications are due by 4 PM on July 7, 2017 to Frank Livermore at frank.livermore@livermoretechnologies.com. All inquiries must be in writing. Responses will be provided to all known respondents. Respondents are not entitled to rely on any verbal clarification or response from anyone in connection with this RFP. This RFP shall control except to the extent that a written RFP Amendment is released. Respondents should watch the www.co.lincoln.wi.us site for possible RFP Amendments before the due date.

Bidders shall describe their approach to constructing, terminating and testing fiber-optic service to the required locations including a minimum of one (1) year contractor's warranty on all parts and labor as well as any applicable/available manufacturer's warranty.

A DETAILED PROJECT DESCRIPTION, ESTIMATED BILL OF MATERIALS INCLUDING MAPS AND FIBER-OPTIC UTILITY CONSTRUCTION REQUIREMENTS ARE ATTACHED HERETO AND MADE A PART HEREOF.

3. GENERAL REQUIREMENTS, PERMITS, CODES AND STANDARDS

- A. All work under this contract shall be done in strict accordance with State of Wisconsin DNR & DWD, Federal Environmental Protection Agency (EPA) Clean Air Act, Occupational Safety and Health Administration (OSHA) worker safety codes and regulations, and all applicable Federal, State and local regulations, standards and codes governing lead and asbestos abatement and any other trade work done in conjunction with this project. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.
- B. The contractor shall apply for and have on-site all required permits and licenses to perform the work as required by Federal, State and Local regulations.
- C. It is the contractor's responsibility to provide all materials, equipment and labor necessary to achieve any clearance or approval to both do the work and to put the work into service.
- D. It is the contractor's responsibility to provide and maintain protection for the public from any hazards caused by this work.
- E. Contractor will need to be responsible for providing all equipment necessary for the proper performance of the work.
- F. Contractor will be responsible for providing any necessary containment measures & safety/warning devices to protect occupants, workers, the public and property.
- G. Contractor will be responsible for assuring that employees are provided with and wear any protective gear as required by any regulatory agency.
- H. Contractor shall provide a schedule indicating the approximate dates of all the key functions for the job.
- I. Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the Lincoln County Solid Waste Landfill. Tipping fees shall be the responsibility of the contractor.
- J. Contractor shall assure that the project area is free of refuse/repared or replaced to the satisfaction of the County.
- K. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the work, with respect to hire

tenure, terms, conditions or privileges of employment, or a matter directly, or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

4. PRE-BID SITE VISIT AND CONFERENCE (MANDATORY)

A site visit and pre-bid conference is required before submitting bids to gain a full understanding of the scope of work. **A site visit and pre-bid conference is scheduled for Thursday, June 29, 2017 at 1:00 PM beginning at 801 N. Sales Street – Suite 206, Merrill, WI.**

5. COMPENSATION

The contractor is to provide itemized pricing for the estimated bill of materials provided as part of this Request for Proposals. A progressive payment schedule will be agreed upon in advance of the work; however, final payment for 25% of the project cost will be retained until 15 days after final inspection and acceptance by Lincoln County's IT Director and City of Merrill IT Director.

6. PROJECT SCHEDULE

<i>EVENT</i>	<i>SCHEDULED DATE</i>	<i>TIME (all CST)</i>
Release of RFP	Tuesday, June 13, 2017	4:00 PM
Mandatory Site Visit/Pre-Bid Conference	Thursday, June 29, 2017	1:00 PM
Technical Questions/Requests for Clarification (in writing) due to frank.livermore@livermoretechnologies.com	Friday, July 7, 2017	4:00 PM
Proposals Due	Friday, July 14, 2017	2:00 PM
Proposals Opened	Friday, July 14, 2017	2:15 PM
Proposals Reviewed	July 17 – July 21	
Committee Action on Bid (anticipated)	Friday, August 8, 2017	10:00 AM
Completion Date	Friday, October 27, 2017	Close of business

7. QUALIFICATIONS

A. Relevant Experience: Experience to include horizontal directional boring of projects equal to or greater in geographic area than the project proposed herein. Contractor must have, or be able to subcontract to, a certified fiber splicer with the ability to test and document fiber strands at 1310 nm and 1550 nm. Contractor should provide references reflecting successful warranty(ies) and high level of customer satisfaction.

B. Contractor Information

- i. Letter of introduction that includes name of contact person and contact information.

- ii. Office location(s), ownership and affiliation, size of entity/company
- iii. Entity's objective in relation to this project
- iv. Key project personnel including responsibilities and qualifications to do this work.
- v. References – provide client name, contact name/title/address/phone of at least three clients that have been or are currently being provided similar service within the last five (5) years.

C. Subcontractor Information: Contractor must provide the name(s) of any sub-contractors that may be constructing any part of the fiber-optic network. Subcontractors must be approved by City/County in advance of any work being performed.

PROJECT DESCRIPTION AND ESTIMATED BILL OF MATERIALS

The backbone route will be constructed between the Lincoln County Service Center at 801 N. Sales St. and the City of Merrill City Hall. The backbone innerduct will consist of two (2) 2" HDPE smoothwall innerducts with tracer wire installed into one (1) of the two (2) innerducts. The route will go south on Sales St. starting from the Service Center to E. 2nd St. before going west on E. 2nd St. to N. Center St. The route will cross N. Center St. and go south for a brief distance on N. Center St. before going west on E. 1st St. The route will service the Lincoln County Safety/EM Building and City Hall – both located on E. 1st St.

Backbone fiber of 144 strands will be installed into one of the two innerducts between the Lincoln County Service Center and the County Safety/EM Building and Merrill City Hall. 144 strand fiber will be installed into the Lincoln County Safety/EM Building and Merrill City Hall with 72 strands terminated into new panels for each location.

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Below is the estimated bill of materials for the proposed fiber-optic construction project. Contractor is encouraged to offer alternative products that may improve the quality of material or reduce overall cost without detriment to the quality of the project. Changes to

the bill of materials will require discussion and approval by the IT Directors of both organizations listed on this RFP.

Qty	Product Description	Unit Cost	Extended Cost
0	Quazite Vault F&I (24X36X36) Tier 15 F&I		\$0.00
0	Quazite Vault F&I (24X36X36) Tier 22 F&I		\$0.00
8	Quazite Vault F&I (24X36X36) Tier 15 - Lockable - F&I		
0	Quazite Vault F&I (30X48X30) Tier 22 - Lockable - F&I		\$0.00
2	Quazite Locate Vault (8X8), F&I		
5	Marker – Sign F&I		
4	Ground Rod (8' X 5/8") F&I		
6901	Tracer Wire, 12AWG Solid Copper, Per Ft		
6127	144-Count Dielectric FO Cable (Including Loop) Per Ft		
569	72-Count Plenum FO Cable (Including Loop) Per Ft		
1510	24-Count Dielectric FO Cable (Including Loop) Per Ft		
7146	Install Cable in Conduit (Including Loop)		
901	1 X 2" HDPE Conduit, F&I, U.G., D. Bore		
5445	2 X 2" HDPE Conduit, F&I, U.G., D. Bore		
577	3 X 2" HDPE Conduit, F&I, U.G., D. Bore		
44	Paved Surface Restoration, Sq. Ft. - Asphalt		
40	Paved Surface Restoration, Sq. Ft. Concrete		
5	Building Entrances F&I (See Comments)		
22	FO Fusion Splicing (Includes Testing) 13-48 count		
434	FO Fusion Splicing (Includes Testing) 49-192 count		
2	24-Count Outdoor Enclosure F&I		
3	144-Count Outdoor Enclosure F&I		
2	24 Count LC Termination Panel		
3	144 Count LC Termination Panel		
6324	Engineering (As-Built, Permitting)		
Grand Total:			

*Indicate Unit Cost for items with Qty Ø.

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Fiber-Optic Utility Construction Requirements

Following award of the project, the contractor will adhere to the following considerations.

- A. Locations: Construction will occur within the confines of County or City property. Fiber construction will occur between the locations outlined in this RFP.
- B. Personnel and equipment: The contractor will supply all material, equipment and personnel necessary to complete the work specified and within the deadline of the contract.
 - The contractor shall provide qualified supervision of each crew at all times while working under the terms of this contract.
 - Supervisors will be authorized by the contractor to accept and act upon all directives issued by the Project Manager, Frank Livermore.
 - Access policies will be followed while working in or around County or City property.
- C. Safety Standards:
 - Contractor will avoid, as best possible, the closure of sidewalks, driveways, and parking lots around public building locations.
 - Contractor will follow all local and DOT regulations concerning any lane closure of public streets. Contractor will follow DOT HMM-09-15-60 where required.
 - Proper warning signs, barricades, and other protective devices must be provided by the contractor.
- D. Working Hours:
 - No work shall be performed prior to 7:00 AM and shall be completed by 6:00 PM.
 - Normal work days shall be Monday through Friday.
- E. Inspection of Work: All work must be completed to the satisfaction of the Project Manager or a representative of the County or City. The Project Manager or a representative will be allowed onsite, while work is being done, at any time. Any questions as to proper procedures or quality of workmanship will be resolved by same.
- F. Damage to Public or Private Property: Any damage caused by the contractor's operation shall be resolved within ten (10) days after damage has occurred.
- G. Invoicing Requirement: Invoices should be provided monthly. Terms of payment will be Net30.

Fiber-Optic Splicing, Testing, Documentation, and Labeling

- A. Splicing: Fiber-optic fusion splicing will be required for all locations requiring splicing. Mechanical splicing will not be allowed
 - Outside Plant – Fusion spliced fibers will be properly mounted in splice trays located inside watertight fiber-optic enclosures
 - Termination Panels – Fibers will be terminated using pig-tail connectors with LC duplex connectors

B. Termination Panels: Termination panels will be mounted in customer-defined locations within each facility

- Termination panels should be mounted in a location that reduces or eliminates accidental damage to any fibers.
- Excess fiber strands must be looped in the rear of the panel enclosure
- Connectors for all locations must be LC duplex connectors
- Terminated ports will be labeled with the name of the facility being connected to from the remote location

C. OTDR Testing: Testing of all fiber strands is required

- Testing at 1310nm for each backbone and lateral strand
- Testing at 1550nm for each backbone and lateral strand

D. Documentation: Documentation for each tested strand at 1310nm and 1550nm. Documentation will be accepted on paper or e-mailed in .pdf format

E. Labeling: Labels will be affixed to all areas where cables are readily accessible

- Outdoor labels will be made of durable plastic using permanent marker or equally durable printed labels
- Outside Plant – 144 strand backbone fiber-optic cable will be labeled as “CAN”
- Outside Plant – 24 strand lateral fiber will be labeled with the name of the facility being served by that cable

OSP Infrastructure Requirements

A. Innerduct: Smoothwall 2” HDPE innerduct will be used throughout the project. Backbone fiber routes will have (2) 2” innerducts while lateral routes will have (1) 2” innerduct.

- Boring will occur at a minimum depth of 3 feet
- Deviations from the minimum depth must be approved by the project manager or a representative of the county or city prior to work going forward
- Tracer wire is to be installed inside the innerduct

B. Vaults: Vault sizes vary and are listed in the Estimated BOM. Vaults will be sized to allow ample room for loop and enclosures

- Vault lids will have the letters CAN as the logo
- Vaults must have a gravel base that is a minimum of 6” in depth and extended past the walls of the vault in a “French drain” manner
- Vaults located on the backbone fiber route will have lockable lids

C. Fiber-Optic Cable: Fiber will be 144 strand single mode dielectric for the backbone and 24 strand single dielectric for laterals

- 50-100' of loop is to be installed in vaults for any fiber-optic cable coming into and going out of a vault

Restoration Requirements

A. Soft Surface Restoration: Includes all non-paved surfaces

- Areas of disturbed soft surface will be leveled to original condition
- Leveled areas will have rocks, stones, and foreign objects removed from surface
- Restored surfaces will be sufficiently seeded and covered with straw, seed mat, or seed blankets
- Grass seed will be maintained until approximate growth is one inch in height
- If grass is planted in late fall, a seed mixture commensurate with the season must be used
- Restoration will be checked on in the spring to ensure grass germination if planted in late fall
- Restoration amendments will be required for areas requiring reseeding using the process above

B. Hard Surface Restoration: Includes paved surfaces including asphalt and concrete streets and/or sidewalks and curbs

- City of Merrill requires a bonded contractor to repair asphalt
- City of Merrill requires a bonded contractor to repair concrete
- City of Merrill requires that sidewalk squares be replaced; no core replacement

PDF ATTACHMENTS TO THIS RFP

A. Proposed Route Maps

- | | |
|-------------|-------------|
| • LC-COM-01 | • LC-COM-05 |
| • LC-COM-02 | • LC-COM-06 |
| • LC-COM-03 | • LC-COM-07 |
| • LC-COM-04 | • LC-COM-08 |

B. Interior Routes & Assessments

- Lincoln County Service Center
- Festival Grounds
- Lincoln County Highway Department
- Lincoln County Emergency Management
- City of Merrill City Hall

PLACEHOLDER

Route Maps

Due to size of file, please use this link for cloud sharing of files and addenda postings.

<https://drive.google.com/drive/folders/0B7cpvIPrBUVM2RIdE1SdzBrNXM?usp=sharing>

PLACEHOLDER

Interior Routes-Assessments

Due to size of file, please use this link for cloud sharing of files and addenda postings.

<https://drive.google.com/drive/folders/0B7cpvIPirBUVM2RIdE1SdzBrNXM?usp=sharing>