



**REQUEST FOR PROPOSAL
BROADBAND EXPANSION STUDY
RFP23-003-41**

Proposals Must Be Received No Later Than

March 31, 2023 at 4 p.m.

Late Proposals Will Be Rejected

Send proposal to:

Waupaca County Planning and Zoning
Attn: Ryan Brown
811 Harding Street
Waupaca, WI 54981

Important Dates and Times (all times are CST)

Proposal Release Date:	March 3, 2023
Proposal Publish Dates:	March 9 & 16, 2023
Questions Due:	March 24, 2023 at 4pm
Responses to Questions Posted:	March 27, 2023
Proposals Due:	March 31, 2023 at 4pm
Proposals Opened:	April 3, 2023 at 1pm
Selection and Notification:	April 14, 2023
Contract Signed By:	April 21, 2023
Substantially Complete Work By:	September 1, 2023
Fully Complete Work By:	December 31, 2023

1. PROJECT OVERVIEW

The Waupaca County Broadband Expansion Sub-Group is soliciting proposals from qualified vendors with proven experience to:

- A. Conduct a county-wide Broadband Assessment Study.
- B. Provide an inventory and analysis of the current conditions of broadband infrastructure and services within Waupaca County.
- C. Examine the current and future broadband uses and needs and identify strategies to improve broadband access in the identified areas of need.

2. PROJECT SCOPE AND PROJECT TASKS

Project Scope

The project area for the Broadband Assessment Study is the entirety of Waupaca County. The Planning and Zoning Department will be administering the project and serve as the local point of contact. The study itself is being requested by the Broadband Expansion Sub Group, which is an ad hoc committee created by the County Board to study and provide guidance for broadband expansion. The recommendations from this study will ultimately be presented to the Finance Committee for approval of identified implementation strategies. The final approval for this project will then come from the full county board.

Project Tasks

- A. Research and evaluate the current usage, needs and supply of broadband communications assets, products and services in the County and identify unserved, under-served and served areas through a range of efforts and methodologies identified by the successful firm. Develop a communication and outreach strategy to survey and engage stakeholders, disseminate information, and provide opportunities for inclusion for all in the process.
- B. Evaluate the current and future demand and market for broadband products and services in Waupaca County by gathering input from:
 - a. Public Stakeholders (e.g., local and regional governmental agencies, New North, Inc., educational institutions, federal agencies)
 - b. Private Stakeholders (e.g., local businesses, business organizations, healthcare providers, residents, and interest groups)
- C. Provide strategic guidance in the planning of a broadband connectivity project that can be implemented as cost-effectively and quickly as possible for the purpose of enabling economic development and citizen connectivity.

- D. A completed Engineering and Assessment report that provides multiple potential recommendations relative to mechanisms for high-speed internet service delivery (e.g., FTTP, wireless, fiber/wireless hybrid, etc.) including suggested infrastructure and backhaul routes for each recommendation.
- E. Assessment of potential construction and operational relationships with public, private, and membership owned companies in the service area and with publicly and privately funded networks as suitable for interconnection.
- F. Provide an assessment of the telecommunications environment detailing the location of facilities, types of services, pricing, availability and limitations. Identify potential areas for partnership between Waupaca County and incumbent providers and, if possible, provide assistance to Waupaca County in creating a dialogue with these providers.
 - a. Identification of potential wired network routes and interconnected points
 - b. Identification of potential tower site recommendations to support and maximize coverage.
- G. Determine what economic and community impact broadband issues are having on Waupaca County. This should include an evaluation of key issues limiting broadband expansion and a phased, prioritized approach to broadband expansion.
- H. Identify potential funding sources and provide strong justification for funding to serve as the bases for a grant/loan application to support project implementation.
- I. Evaluate and map current levels of cellular coverage within Waupaca County; and identify and prioritize ways to increase cellular coverage and improve quality throughout Waupaca County.

Items Supplied by Waupaca County

Waupaca County will assist the firm by providing the following:

- A. The county's ESRI ArcGIS shape files and metadata of the known broadband tower sites
- B. Countywide digital ortho photo files and elevation data. Other GIS data layers as available.

3. PROJECT DELIVERABLES

Using the results of the anticipated project tasks, develop a comprehensive written report that presents alternative methodologies for deploying broadband services throughout Waupaca County and addresses the engineering and business parameters of each alternative. The analysis must consider a wide continuum of business models and engineering options. It shall

also highlight associated costs, alternative financing methods including other funding sources, as well as risk, timing and service quality considerations. The report must conclude the analysis by identifying a recommended strategy and associated action plan for its implementation.

4. REQUIREMENTS OF PROPOSAL

A submitted proposal should include the following:

- A. INTRODUCTION: Cover letter and executive summary providing the highlights and basic information included in the proposal and overview of firm's interest in the project.
- B. ORGANIZATION CAPACITY: Description of organization including general information about the firm and a description of the firm's capabilities and experience with projects equal or greater in scope to the project outline in this RFP.
- C. PROJECT APPROACH: Describe the firm's approach to the project, identifying concepts, techniques or tools that may be used to accomplish the tasks set forth in this RFP, as well as any potentially beneficial services beyond those required in this document. Include a detailed work program designed to innovatively and efficiently meet the Scope and Tasks of Services. Include descriptions of quality control procedures used and any sub-consultants or associations with other firms that will be used and their respective responsibilities.
- D. TIMELINE: Detailed project time schedule with date initiating work; a detailed estimate of hourly work by project task, including who will be performing which tasks; and a project completion date.
- E. FIRM & STAFF QUALIFICATIONS: A description of the firm's experience on similar projects including samples of comparable work and resumes of all staff that would be assigned to complete the tasks related to this RFP. If the firm intends to utilize any subcontractors or sub-consultants, provide their experience, samples, and staff resumes.
 - a. References: Include a list of organizations, including points of contact (name, address, and phone number), which can be used as references for work performed in the area of service required. References of other Counties or local governments in Wisconsin are preferred. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.
- F. FEE PROPOSAL: On firm letterhead, provide an itemized flat fee cost summary to undertake each task outlined in the Deliverables. The cost estimate should include labor costs, overhead, profit and other direct expenses such as transportation, housing and printing. A breakdown of labor costs, including position, hours, hourly rates of pay, and cost should also be provided. * **The complete Fee Proposal must be provided in separate sealed envelope.**

No proposal shall be accepted unless accompanied by a certified check or bid bond equal to at least 5% of the amount bid, payable to Waupaca County as a guarantee that, if the bid is accepted, the bidder will execute a contract in accordance with the term of the bid including furnishing all bonds and insurance certificates as required by the contract documents within 15 calendar days after the award of the contract. The certified check or bid bond will be returned to the bidder as soon as the contract is signed, and if after 15 calendar days the bidder shall fail to sign the contract, the certified check or bid bond shall be forfeited to Waupaca County as liquidated damages.

5. QUESTIONS

Any correspondence or questions pertaining to this proposal must include the bid name and number and must be submitted in writing to:

- Waupaca County Planning and Zoning
ATTN: Ryan Brown
811 Harding Street
Waupaca, WI 54981
ryan.brown@co.waupaca.wi.us

Responses to questions will be posted on the Waupaca County website https://www.waupacacounty-wi.gov/businesses/bids_and_proposals.php. Bidders are responsible for checking the website for any addenda prior to submitting a bid.

6. INSURANCE REQUIREMENTS

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

Type	Limits
Worker's Compensation and Employers' 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
Automobile Liability- Owned/Hired/Non-owned vehicles (Bodily Injury/Property Damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella Liability Insurance	\$1,000,000 each occurrence, Combined single limit

Waupaca County shall be listed as an additional insured and this project clearly identified on the Certificate of Insurance.

Waupaca County shall be notified of cancellation of insurance at least thirty (30) days prior to cancellation with ten (10) days for nonpayment.

7. PROPOSAL SUBMISSION

Proposers must submit five (5) copies of proposal, including all required materials, for acceptance of their proposal by the due date and time listed on the proposal cover sheet. All proposals received after that date and time will be unopened and rejected.

Faxed and emailed proposals will not be accepted. Proposals must be submitted to:

Waupaca County Planning and Zoning
Attn: Ryan Brown
811 Harding Street
Waupaca, WI 54981

All proposals must be received by the due date and time listed on the bid cover sheet in order to be considered. All proposals shall contain the following items:

- A. Five (5) paper copies of complete proposal on 8.5" x 11" paper
- B. One (1) digital copy of complete proposal in pdf format

All proposals are to be sealed and marked "Proposal – BROADBAND EXPANSION STUDY" in the lower left corner on the outside of the envelope, along with firm name, contact person and phone number.

8. PROPOSAL OPENING

All proposals will be opened and publicly read on April 3, 2023 at 1 p.m. in Room 1081 at the Waupaca County Courthouse.

9. PROPOSAL REVIEW

All proposals will be reviewed by the Broadband Expansion Sub-Group within two weeks of proposal due date. This sub-group will make a recommendation to the Finance Committee. The Finance Committee will then make a recommendation to the full county board for final approval.

10. PROPOSAL SELECTION CRITERIA

The following criteria will be considered to evaluate proposals received:

- A. Quality and content of firm's written proposal
- B. Firm's history and experience with similar projects
- C. Firm's proposed timeline to complete this project

11. INTERVIEW

Depending upon the proposals received, the County may elect to short-list two to three firms that demonstrate substantial qualifications and experience for this project. Short-listed firms would be notified by **April 5, 2023**, and scheduled for interviews to be held on the afternoon of Tuesday, **April 14, 2023**. Should your firm be selected for an interview, you will have the opportunity to present your firm's proposal and approach to the project and directly answer questions posed by the Selection Team. Details of the interviews are as follows:

- A. All interviews will be scheduled for the same day and will be conducted by the Broadband Expansion Sub-Group.
- B. Available interview times will be issued simultaneously to all firms and will be reserved on a first-come first-served basis.
- C. Each interview session will be scheduled on the hour and should last approximately 45 minutes. Your initial presentation should be limited to 15-20 minutes. The remainder of the time will be used to respond to follow-up questions from the Sub-Group.
- D. Each firm's Project Manager and other key personnel are expected to attend the interview and take an active part in the firm's presentation and subsequent question-and-answer period.

Waupaca County will not be responsible for any costs incurred by the firm in preparation for or participating in an interview.

All prices, costs and conditions outlined in the proposal shall remain fixed and valid for acceptance for a minimum of ninety (90) calendar days starting on the due date for this proposal. The contract award will be offered in writing to the bidder that best meets all proposal requirements and receives County Board of Supervisors' approval. If upon review of the submitted Firm's Qualification Statement, Waupaca County deems the bidder to not be qualified for the project, Waupaca County reserves the right to award project to the next qualified responsible bidder.

12. INTERVIEW EVALUATION CRITERIA

The following criteria will be considered in evaluation of the interviews:

- A. Firm's analysis of, preparation for, and interest level in the project requirements
- B. Approach and methodology of the firm or key individuals
- C. Qualifications and professional skills of key personnel and assigned roles of same
- D. Previous experience of firm on related projects
- E. Firm's responsiveness, and ability to communicate and form successful working relationships

Waupaca County Finance Committee reserves the right to reject any and all proposals in the best interests of Waupaca County. In the event that all proposers do not meet one or more of the mandatory requirements, Waupaca County Finance Committee reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP. The Waupaca County Board of Supervisors shall approve all contracts greater than \$25,000 as recommended by the Finance Committee.

13. CONTACT INFORMATION

For questions or concerns regarding this RFP, please contact:

Waupaca County Planning and Zoning Office
Attn: Ryan Brown, Director
811 Harding Street
Waupaca, WI 54981
ryan.brown@co.waupaca.wi.us

14. CANCELLATION

Waupaca County reserves the right to not make an award to any of the bidders and re-bid the project.

**ATTACHMENT A
BROADBAND EXPANSION STUDY
WAUPACA COUNTY, WISCONSIN**

BIDDER INFORMATION

Bidder shall provide the complete information requested below. Include the legal name of the bidder and signature of the person legally authorized to bind the Bidder to a contract. Bid is invalid without a signature.

FIRM NAME			
ADDRESS	CITY	STATE	ZIP
BIDDER NAME	BIDDER TITLE		
EMAIL			
SIGNATURE	TELEPHONE NUMBER		
DATE	FAX NUMBER		
FEIN OR	SSN (to be provided if awarded the contract)		

Person to be contacted if there are questions about your proposal (if different from above)	
CONTACT NAME	CONTACT TITLE
EMAIL	
TELEPHONE NUMBER	FAX NUMBER

**ATTACHMENT B
BROADBAND EXPANSION STUDY
WAUPACA COUNTY, WISCONSIN
REFERENCES**

Provide reference information below for product(s) and/or services provided to customer's similar to those requested in this proposal. Potential subcontractors cannot be references. Any subcontractors utilized as part of this proposal should be listed on a separate page.

Vendor: _____

FIRM NAME			
ADDRESS	CITY	STATE	ZIP
CONTACT NAME	TITLE		
EMAIL			
TELEPHONE NUMBER			

FIRM NAME			
ADDRESS	CITY	STATE	ZIP
CONTACT NAME	TITLE		
EMAIL			
TELEPHONE NUMBER			

FIRM NAME			
ADDRESS	CITY	STATE	ZIP
CONTACT NAME	TITLE		
EMAIL			
TELEPHONE NUMBER			

FIRM NAME			
ADDRESS	CITY	STATE	ZIP
CONTACT NAME	TITLE		
EMAIL			
TELEPHONE NUMBER			

**ATTACHMENT C
BROADBAND EXPANSION STUDY
WAUPACA COUNTY, WISCONSIN**

STANDARD TERMS & CONDITIONS

OCTOBER 2018

- 1.0 SPECIFICATIONS:** The specifications in any request for bids or proposal, which forms the subject of this contract, are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, manufacturer, stock number, and such other information necessary to establish equivalency must identify them. Waupaca County shall be the sole judge of equivalency. _____ are cautioned to avoid bidding/proposing alternates to the specifications, which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the 's letterhead, signed, and attached to the response to request, In the absence of such statement the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the s shall be held liable.
- 3.0 ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS:** Waupaca County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Waupaca County. Bids/proposals **MUST** be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office
- 4.0 METHOD OF AWARD:** Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.
- 5.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the' Waupaca County
- 6.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

7.0 DELIVERY: Deliveries shall be F.O B. destination freight prepaid and included unless otherwise specified. Failure of the _____ to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the _____ liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

8.0 ORDERING: Purchase orders shall be placed directly to _____ by authorized departments or purchasing agents who have issued the request forbids or proposal. No other purchase orders are authorized.

9.0 PAYMENT TERMS AND INVOICING: Waupaca County normally will pay properly submitted _____ invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

10.0 TAXES: Waupaca County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

Waupaca County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Waupaca County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply.

The documents constituting the contract between the Waupaca County and _____ are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order Change Orders (with the most recent taking precedence): Contract Document Amendments; the Contract Document as described in this signed Agreement: Request for Proposal Addenda: Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin.

_____ shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Waupaca County reserves the right to cancel this contract if _____ fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Waupaca County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable 051-IA Standards

13.1 _____ shall execute and maintain its work so as to avoid injury or damages to any persons or property. _____ shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, _____ shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.

13.2 _____ is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with Waupaca County, a public entity, shall provide a similar notice to all its subcontractors.

13.3 SAFETY DATA SHEET If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 191 0.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

14.0 INSURANCE REQUIREMENTS: _____ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved Waupaca County, nor shall _____ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, _____ shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by _____.

14.2 General Liability, Professional Liability and Property Damage Insurance.

_____ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by _____ or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- a. Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
- b. Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- c. Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
- d. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile liability Coverage.
- e. If aircraft are used in conjunction with this project. \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 Waupaca County reserves the right to require higher or lower limits where warranted.

14.4 Waupaca County reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 PROOF OF INSURANCE: _____ shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _____ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Waupaca County Asset Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. Waupaca County, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance and an endorsement shall be provided to demonstrate compliance. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

15.0 CANCELLATION I TERMINATION: Waupaca County reserves the right to:

15.1 **NONAPPROPRIATION OF FUNDS.** Cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the County's convenience, at any time by a notice in writing from the County to _____ by certified mail. If the Contract is terminated by the County as provided herein, shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of _____ covered by this Contract, unless payments of compensation have previously been made.

16.0 CONTRACT MODIFICATIONS: The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent Waupaca County from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from hereunder. Furthermore, this amendatory provision shall not operate to prevent the County from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to _____ of the cancellation of such services or portion of the work to be performed hereunder.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Waupaca County.

18.0 PATENT INFRINGEMENT: The selling articles to Waupaca County as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against Waupaca County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged Infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 PUBLIC RECORDS ACCESS: Waupaca County is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of Waupaca County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request must be clearly stated in the bid/proposal itself. Proprietary Information submitted in response to a request will be handled in accordance with the

Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is _____'s responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Waupaca County.

20.2 Any material submitted by in response to Waupaca County's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided ins. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event Waupaca County become involved in litigation due to _____'s refusal of permission to release information identified as confidential or proprietary, _____ agrees to indemnify, defend and hold harmless Waupaca County for any costs associated with said litigation.

21.0 CONFIDENTIALITY OF WAUPACA COUNTY'S DATA: In the event work conducted under this contract requires _____ to have access to Waupaca County's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services _____ agrees to keep all such data confidential and to execute any reasonable agreement to assure Waupaca County that _____ will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon _____ or its agents, employees, successors, assigns or subcontractors. _____ shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by _____ its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

22.0 PROMOTIONAL ADVERTISING I NEWS RELEASES: Reference to or use of Waupaca County any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited News releases pertaining to this procurement shall not be made without prior approval of Waupaca County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of Waupaca County's purchasing agent.

23.0 HOLD HARMLESS/INDEMNIFICATION: _____ hereby agrees to release, indemnify, defend, and hold harmless Waupaca County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to

which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of _____'s officers, officials, employees, agents or assigns.

Waupaca County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893, 895 and 345.05 and related statutes.

24.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25.0 GRATUITIES AND KICKBACKS: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of 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 therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of laws provisions, _____ consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Waupaca County, Wisconsin.

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties

shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

27.0 INDEPENDENT CONTRACTOR STATUS: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Waupaca County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Waupaca County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Waupaca County on behalf of the Contractor. Neither Waupaca County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint ventures for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, Waupaca County.

28.0 NON-DEBARMENT CLAUSE: _____ hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. _____ further agrees and certifies that this clause shall be included in any subcontract of this contract. Waupaca County also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

29.0 STATEMENT OF COMPLIANCE: _____ has carefully reviewed Waupaca County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and in full compliance with all statements and requirements.

30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.

**ATTACHMENT D
TOWER INSTALLATIONS
WAUPACA COUNTY, WISCONSIN
SUBMITTAL CHECKLIST**

Vendor: _____

REQUEST FOR PROPOSAL	INITIAL TO ACKNOWLEDGE
SEALED PROPOSAL RECEIVED AND IDENTIFIED AS: 'Broadband Expansion Project'	
COMPLETE PROPOSAL – FIVE (5) COPIES	
ATTACHMENT A – BIDDER INFORMATION	
ATTACHMENT B - REFERENCES	
ATTACHMENT C – STANDARD TERMS & CONDITIONS	
ATTACHMENT D – SUBMITTAL CHECKLIST	

We have included, the required Bid Bond as required by the Instruction to Bidders. All applicable Federal, State of Wisconsin and local taxes are included in the Bid Sums.

This project is a new construction contract with an Exempt Entity as defined by the Wisconsin Statutes and is thus exempt from State of Wisconsin Sales and Use taxes. Waupaca County will, at the time of contract award, provide exemption certificates to the Contractor and its Sub-Contractors awarded the project.

ACCEPTANCE This offer shall be open to acceptance and is irrevocable for **thirty** days from the bid closing date. If this bid is accepted by Waupaca County, we will:

1. Execute the Agreement within fifteen calendar days of receipt of acceptance of this bid.

2. Furnish the required bonds within **fifteen** calendar days of receipt of acceptance of this bid.
3. Commence work within the time frame outlined for project completion.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the bid security shall be forfeited as damages to Waupaca County by reason of our failure.

In the event our bid is not accepted within the time stated above, the required bid security will be returned to the undersigned, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

If this Bid is accepted, we will: Commence Work on or after **June 30, 2021.**

Mobilize to the site at a mutually agreeable date and work continuously on the project until completion.

Substantially complete all work on or before **September 1, 2023.**

Fully Complete (Final Completion) all work on or before **December 31, 2023.**

BID FORM SIGNATURE

Name of Firm:

Authorized signing officer

Title

Date