

**OUTAGAMIE COUNTY**  
**REQUEST FOR BID**  
**FOR**  
**CAT 6 CABLING ROUTES**  
**IN THE**  
**JAIL**

**Due Date: September 17, 2024 – 1:00 p.m.**

**Mandatory Site Visit: September 4<sup>th</sup> at 8:00 a.m.**

## 1.0 **Specifications and Scope of Service**

Requesting bids from a Panduit certified contractor to provide all materials and labor for CAT 6 cabling routes in the Jail (320 S Walnut St, Appleton, WI).

Reference the Specification Manual dated August 16, 2024 for the project scope.

NOTE: the layouts will be given out during the site visit.

## 2.0 **Completion and Liquidated Damages**

A PO will be issued by end of day September 20<sup>th</sup>. Substantial completion must be done by 2:00 pm CT December 30, 2024. Failure for the contractor to achieve substantial completion by that time will result in a \$100.00 per calendar day, past December 30<sup>th</sup>, liquidated damages penalty.

## 3.0 **Site Visit**

There will be one mandatory site visit at 8:00am CT on September 4, 2024. All contractors will meet in the lobby of the Justice Center. The lobby is located at 320 S Walnut St in Appleton. Once you pass through security you would take the hallway to your left, which will end in the lobby of the Justice Center.

## 4.0 **Insurance, Indemnification & Responsible Bidder**

The awarded bidder must comply with the requirements set forth in Attachment A. Complete and return Attachment A with your bid, however the Certificate of Insurance is only required from the awarded bidder.

## 5.0 **Site Restrictions**

The awarded vendor will be required to abide by restrictions set forth. These restrictions include;

### **Tools and Material Security**

The vendor shall be responsible for maintaining an accurate inventory of any tools or materials brought into the Outagamie County Jail. Within the jail, the vendor shall remove all tools and materials from each completed work area before moving to another area. In the event of missing tools or material, the vendor shall immediately notify the jail officials. At the end of each workday, the vendor shall remove all tools and material from the Outagamie County Jail.

### **Worker Personal Safety**

The vendor's employees are prohibited from having direct contact with any inmate while working in the Outagamie County Jail. Vendor's employees are prohibited from exchanging, giving or receiving any item to or from an inmate. A corrections officer will be assigned to accompany the vendor's employees when working inside inmate housing units and act as a liaison when working in officer areas. The vendor's employees must immediately obey any lawful order issued to them by a corrections officer.

### **Background Check**

Outagamie County will require background checks on any personnel working in restricted areas of the Outagamie County Justice Center. This work will be done with access to restricted areas. Vendor must report in with jail officials when entering and exiting these areas.

### **Noise**

The Jail area is located above numerous courtrooms. Work that would cause noise to vibrate through the building into the courtrooms could not be done while court is in session. That is usually Monday – Friday from 8am – noon and 1pm – 5pm. Examples of work which would cause the vibration is; jack hammering or hammer drilling.

## **6.0 Project Terms**

Any deviation from said specifications must be approved in writing by a representative, as referenced in Section 8.0, of Outagamie County.

### **Owner's Right to Stop Work**

If the contractor fails to correct Work which is not in accordance with the requirements of this RFB or fails to carry out Work in accordance with RFB, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **Owner's Right to Carry Out Work**

If the Contractor defaults or fails or neglects to carry out the Work in accordance with the RFB, or fails to perform a provision of the RFB, the County, after 10 days' written notice to the Contractor and without prejudice to any other remedy the County may have, may make good such deficiencies and may deduct the reasonable cost thereof. Including County's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

### **Labor and Materials**

Unless otherwise provided in the RFB, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor shall deliver, handle, store and install materials in accordance with manufacturer's instructions.

#### Assignment

Neither party shall assign the project without written consent of the other.

#### Governing Law

The Work shall be governed by the laws of the State of Wisconsin. Any lawsuits arising out of disputes under this award shall be considered and tried in Outagamie County, Wisconsin.

#### Termination by the County

The County may terminate the project if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the Subcontractors;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of this agreement.

### 7.0 **References**

References are required only by contractors that have not been directly hired by Outagamie County for similar work in the past three years. Provide three references for similar projects your company has completed in the past five years. Include company name, location, contact name, phone number and email and project description. For contractors that do not need to submit references, complete the recent project question on the bid form.

### 8.0 **Contact Information**

#### **Purchasing & Contract Information**

Nicole Schoultz

Procurement Coordinator

(920) 832-6083

[Nicole.Schoultz@outagamie.org](mailto:Nicole.Schoultz@outagamie.org)

### 9.0 **Clarification and/or Revisions to the Specifications and Requirements**

Bidder must examine the documents carefully and before submitting a Bid, may request from the County's contact person(s) additional information or clarification. A Bidder's

failure to request additional information or clarification shall preclude the Bidder from subsequently claiming any ambiguity, inconsistency, or error.

The County is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern to the County's attention.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addendum prior to the Bid due date. Bidders should rely only on the representations, statements or explanations that are contained in this document and any written addendum to this document. Where there appears to be a conflict between the document and any addendum issued, the last addendum issued will prevail.

It is the Bidder's responsibility to assure receipt of all addenda. All documents will be posted online at [www.outagamie.org](http://www.outagamie.org) then Bids / Proposals. Upon posting, such addenda shall become part of the document and binding on Bidder(s). Any questions that come up and require additional information will be posted online at [www.outagamie.org](http://www.outagamie.org) then Bids / Proposals.

#### 10.0 **County Reservation**

- a. This bid request does not commit Outagamie County to make an award or to pay any costs incurred in the preparation of a proposal in response to this bid.
- b. The bid will become part of Outagamie County's files without any obligation on Outagamie County's part.
- c. The bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Outagamie County for any purpose.
- d. The vendor shall report to Outagamie County any manufacturer product price reductions, model changes, and product substitutions. No substitutions are allowed without prior approval from Outagamie County.
- e. Outagamie County has the sole discretion and reserves the right to cancel this bid and to reject any and all bids received prior to award, to waive any or all informalities and or irregularities, or to re-advertise with either an identical or revised specification.
- f. Outagamie County reserves the right to request clarifications for any bid.

#### 11.0 **Closing Date**

Outagamie County will receive sealed bids up to 1:00 p.m. CT September 17, 2024. Late bids will not be accepted.

Send bids using a commercial carrier or USPS to –  
Outagamie County Purchasing  
Attn: Nicole Schoultz  
320 S Walnut St

Appleton, WI 54911

**Hand delivery of bids:**

Bids that are hand delivered must be deposited in the secure bid deposit box. This secure box is located inside the Door #1 entrance of the County Government Center located at 320 S Walnut St in Appleton. Box is located on the far or east side of the Door #1 entry vestibule. The secure bid deposit box is accessible Monday – Friday (excluding County observed holidays) from 7:30am – 5:00pm. Since this secure box is under 24x7 video surveillance, no bid receipt will be given.

The sealed envelope containing your bidder shall show the name of the bidder and must be clearly marked "**Bid – Jail Cabling**". Any bid or unsolicited amendments to a bid received after the closing date and time will not be considered.

Bids will be publically read at 1:00 pm on September 17<sup>th</sup> inside the Door #1 entrance of the County Government Center.

**12.0 Method of Procurement**

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Chapter 22 and 50 of the Outagamie County Code of Ordinances.

**13.0 Taxes**

Effective January 1, 2016 all materials used on this project is tax-exempt under Wisconsin State Statute 77.54(9m).

**OUTAGAMIE COUNTY BID FORM  
JAIL CABLING**

**Bid Dues:** September 17, 2024 - 1:00 p.m. CT

**Deliver Bids To:** Outagamie County Government Center  
Attn: Nicole Schoultz - Purchasing  
320 S Walnut St  
Appleton, WI 54911  
*If hand delivering, see note in Section 11.0*

Lump Sum Project Cost \$ \_\_\_\_\_

If you have been hired directly by the county (not as a sub) for a similar project in the past three years, reference the project below. If not, include references as requested in Section 7.0.

Project \_\_\_\_\_

**Include Completed Attachment A and References (if needed)**

Acknowledgement of Addendum(s)

Addendum \_\_\_\_\_ Date Issued \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Print name: \_\_\_\_\_

Title/Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

E-mail: \_\_\_\_\_