

Request for Proposal



PLSS Corner Remonumentation and GPS Services

The Lincoln County Land Services Department is seeking proposals from persons or firms for surveying services as outlined in the attached Request for Proposal (RFP). The project will consist of the re-establishment of the Public Land Service System (PLSS) corners, a U.S. Public Land Survey Monument Record, along with GPS coordinates in the Lincoln County Coordinate System.

Specifications and instructions may be obtained from Tony Dallman, Lincoln County Surveyor at Tony.Dallman@co.lincoln.wi.us at the Land Services Department (801 N. Sales Street – Suite 105, Merrill), or online at www.co.lincoln.wi.us. Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Land Services Department on or before 3:00 PM on October 22nd, 2021 and will be publicly opened at the Land Services Department Office located at 801 N. Sales St. at 3:30 PM that day.

INSTRUCTIONS

1. PROPOSALS.

All proposals will be addressed to Lincoln County Land Services Department (Attn: County Surveyor, Tony Dallman), 801 North Sales Street – Suite 105, Merrill, WI 54452, and delivered to the Lincoln County Land Services Department. Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labelled “**PLSS Corner Remonumentation and GPS Services**”. 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. Where a proposal identifies any portion of your materials as confidential or proprietary, bidder agrees to indemnify and defend Lincoln County and provide legal counsel for purposes of any challenges to these designations. Be advised that under Wisconsin’s public records law, a prevailing challenger is entitled to attorney fees, damages of not less than \$100, and other actual costs if the challenger prevails in whole or in part. Wis. Stat. § 19.37(2)(a). If the denial of access to a record is determined by the court to be willful or intentional, the court shall award actual damages. Wis. Stat. § 19.37(2)(a). An arbitrary or capricious denial may result in the imposition of punitive damages or statutory penalties. Wis. Stat. § 19.37(3), (4).

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. 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.

5. 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.

6. BIDDERS ASSUME RESPONSIBILITY

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.

7. PRE-BID QUESTION SUBMISSION

Prospective proposers/bidders will be afforded the opportunity email questions related to this RFP. Questions should be emailed to Tony.Dallman@co.lincoln.wi.us and must be received no later than 4:00 P.M. on October 1, 2021. Responses to ALL questions will be compiled and summarized into a single question/answer response document which will be emailed to all respondents no later than October 8, 2021.

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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 North Sales Street, Merrill, Wisconsin 54452.

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

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

This project will include the recovery and verification of, or remonumentation of, all PLSS corners and coordinates, including section, quarter section and meander corners. If the original PLSS corners are not recoverable, the Contractor shall determine the status thereof under the United States Public Land Office definitions and shall follow the prescribed procedures of that office in their relocation. The Lincoln County Surveyor will confirm the final location of all section, quarter section and meander corners.

The County has 112 monuments to be established. Monument locations and other related information can viewed on our interactive PLSS website at this address:

<https://maps.co.lincoln.wi.us/webapps/plsscontrol/>

2. SPECIFICATIONS/SCOPE OF SERVICES

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. Bidders shall describe their approach to provide Remonumentation services, staff, timelines, subcontractors and any other pertinent information or workflows. 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.

The County has 112 monuments to be established.

A. The County will provide the following documentation and hardware for the project:

- 1) County-wide map showing monument locations to capture along with a digital PDF version. The County will have an interactive County PLSS Project website for viewing these locations in conjunction with other layers such as parcels, roads, and orthophotos along with all the other available monument records in the County.
- 2) Existing calculated coordinate values will be provided in a list format and will also be available from the County PLSS Project site.
- 3) Berntsen monuments
- 4) Re-bar for witness monuments

B. The County requires the following deliverables:

- 1) Final Report
- 2) Coordinate tables (Lincoln County, Feet, NAD 83/2011)

- 3) A U.S. Public Land Survey Monument Record (A-E 7.08) (3) (a)(b)(c)(d)(e)(f)(g)(h)(l) for every corner reestablished or found for this Project.
- 4) Hard copies of all above mentioned material along with digital copies of the material mentioned in (2) (a)(b) & (c).
- 5) Photographs of each PLSS Corner and a photograph in each cardinal direction at each corner, included in this Project, in a digital format.

All fieldwork, with respect to the location and relocation of all the aforementioned corners, shall be based upon the assembly of all authoritative information from Lincoln County records such as title documents, private and public survey records, existing monumentation, testimonial evidence and occupation evidence that may be useful in determining the actual location of the PLSS corners and all other corners as well as the proper analysis of this information to arrive at the best determination of the actual location of said corners. Proper performance in this regard depends largely upon knowledge of the PLSS corner remonumentation procedures and practices, conditions and laws of boundaries and titles. For these reasons, all work must be performed by competent, qualified Professional Land Surveyors and technicians experienced in the remonumentation of the corners of the PLSS.

More specific specifications include:

- 1) All PLSS corners and/or offsets shall be surveyed to the Second Order, Class II or better accuracy standards (50 ppm) as specified in the Wisconsin Department of Transportation Guidelines on Standards and Specifications For Global Positioning System (GPS) Surveys in Support of Transportation Improvements Projects (WDOT-GPS Specs.).
- 2) All PLSS corners and/or offsets must be referenced to the Wisconsin County Coordinate System (WCCS) Lincoln County Projection (2011).
- 3) If any of the observations differ from existing coordinate values supplied by the County or do not meet WDOT-GPS specifications, a systematic approach must be used to determine the certainty of the results (i.e., redundancy, etc.).
- 4) If the Contractor attempts an observation and/or through professional experience determines that the required data cannot be acquired, use best practices to verify coordinate values.
- 5) If observed coordinates differ from existing the Contractor must include information pertinent to the GPS observation such as Corner ID, description of monument observed, condition of corner, GPS log date, time, and number of satellites on a standard data logging sheet. The Contractor must use the Wisconsin Corner Point Identification System for the Corner ID. The County and Contractor will agree upon the forms prior to Project start date. The Contractor shall also comply with the data submittal specifications as outlined in the WDOT-GPS Specs; provide a listing of each corner acquired with coordinate values in Lincoln County coordinates (feet) with standard deviations, ellipsoid height and a brief description of each monument observed.
- 6) If, in the process of doing this project, the contractor finds an existing monument that appears to be in the wrong location, the Lincoln County Surveyor's office shall be contacted. The Lincoln County Surveyor's office will work with the Contractor to correct the error.

- 7) For PLSS corners that are located off of roads and only accessible by foot, the Contractor shall seek landowner permission if they decide to drive upon private lands to the corner location and will be liable for any damages resulting from entering upon any such lands. The County encourages contacting the landowners before entering private lands.
- 8) Digging for corners, in roadways, will only occur through direct authorization and coordination of the County Surveyor and the Lincoln County Highway Department. If a corner must be dug, Lincoln County will perform the excavation and pay all expenses incurred.
- 9) All services will be performed in strict accordance with the specifications, shall be performed according to surveying practices consistent with the highest professional and technical standards, and all applicable Federal and State laws, rules and regulations. All work must be performed under the direct supervision of a Wisconsin Professional Land Surveyor.

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 their own ladders, scaffolding, lifts or other equipment necessary for the proper performance of the work.
- F. Contractor will be responsible for providing any necessary containment measures to protect occupants, workers 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. **COMPENSATION**

The contractor is to provide a fixed price per corner for these services. The fixed cost must include and outline any costs associated with the use of other vendors

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 up to 30 days after the completion of the project and acceptance by Lincoln County Surveyor. **If the project is not completed by the finish date (12/09/2022) the contractor will be charged \$100 per day until project completion commencing 12/10/2022.**

5. **PROJECT SCHEDULE**

<i>EVENT</i>	<i>SCHEDULED DATE</i>	<i>TIME (all CST)</i>
Release of RFP	Sept 17 th , 2021	4:30 PM
RFP questions due	October 1 st , 2021	4:00 PM
Responses to all vendor questions via EMAIL	October 8 th , 2021	4:00 PM
Proposals Due	October 22 nd , 2021	3:00 PM
Proposals Opened	October 22 nd , 2021	3:30 PM
Committee Action on Bid	November 11 th , 2021	NA
Completion Date	December 9 th , 2022	4:30 PM

6. **QUALIFICATIONS**

A. Relevant Experience:

- 1) Experience working in Lincoln County
- 2) Professional Land Surveyor on staff
- 3) Experience providing similar services

B. Contractor Information

- 1) Professional Land Surveyor assigned to the project.
- 2) Letter of introduction that includes name of contact person and contact information.
- 3) Office location(s), ownership and affiliation, size of entity/company
- 4) Entity's objective in relation to this project

- 5) Key project personnel including responsibilities and qualifications to do this work.
- 6) Identification of subcontractors, personnel and roles.
- 7) 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. Outline project scope and services.