



United Way of Greater Milwaukee & Waukesha County

in collaboration with the

Milwaukee Broadband Partnership

Request for Proposal (RFP)

for

Greater Milwaukee Broadband Feasibility Study Bid

May 19, 2022

Proposal Submission Deadline June 30, 2022 @ 4:00 pm CST

Request for Proposal
Greater Milwaukee Broadband Feasibility Study

Table of Contents

<u>Section</u>	<u>Page</u>
1.0 General Information	
1.1 Scope of Work	3
1.2 Background & Goals	3-4
1.3 Overview of RFP Document	5
1.4 Agreement Process & Term	5
1.5 Milwaukee Broadband Partnership Rights & Responsibilities	5-6
1.6 Contact with Personnel	6
2.0 Instructions to Vendors	
2.1 Vendor Minimum Requirements	6
2.2 Truth & Accuracy of Representations	6-7
2.3 RFP Timetable	7
2.4 RFP Notifications	7
2.5 Pre-Proposal Conference	8
2.6 Vendor Questions & Notice of Intent	8
2.7 Preparation & Format of Response	8
2.8 Response Withdrawals	8
3.0 Selection Review & Qualification Process	
3.1 Indemnification & Insurance	9
3.2 Reference Investigations	9
3.3 Conflict of Interest	9
<u>Appendices</u>	
Appendix A – Response Format Requirements	10-11
Appendix B – Insurance Requirements	12-13
Appendix C – NTIA “Indicators of Broadband Need” Map for Metro Milwaukee & Exurb Areas	14
Appendix D – Cost Proposal	15

1.0 General Information

1.1 Scope of Work

The United Way of Greater Milwaukee & Waukesha County (United Way), on behalf of the Milwaukee Broadband Partnership, is seeking qualified companies to enter into an agreement with United Way to provide a Broadband Feasibility Study for the Greater Milwaukee Area, including outlying dependencies and vulnerable areas. The overall purpose of this study is to accurately survey and map current broadband availability, pricing, and speeds in designated areas (see Appendix C). The feasibility study will be the first step in enhancing options for households and businesses without affordable broadband options.

With this request for proposal, United Way and the Milwaukee Broadband Partnership are seeking a comprehensive Broadband Feasibility study, which at a minimum, demonstrates: 1) the feasibility of providing alternative broadband solutions to priority areas; 2) the business case and opportunity cost(s); 3) showcases a set of potential solution(s); and finally, 4) provides a set of recommendations for possible private and public sector collaboration(s).

The feasibility study will represent the Greater Milwaukee Area's compliance with Wisconsin state law, which requires any municipality within the area that seeks to offer broadband services to conduct a cost-benefit analysis. Subsequently, it will supply the following both for the entire area, and for specific municipalities:

- A review of options for providing service directly or via a private-public partnership;
- The available technologies to provide broadband service;
- The estimated costs of deployment and sources of initial and continued funding;
- The compatibility of alternative approaches with potential ARPA funding requirements;
- The scope of broadband solutions for targeted residential and business areas in the Greater Milwaukee Area.

This feasibility study will ultimately serve as the working foundation and roadmap for the Milwaukee Broadband Partnership stakeholders to understand and realize the options for bringing affordable, accessible, robust, and sustainable broadband to residents of the Greater Milwaukee Area. This roadmap will help identify areas to prioritize first to drive greater community equity in areas of health, education, and employment access to improve the economic opportunities of its residents.

All proposed pricing shall remain valid for a minimum of sixty (60) calendar days after the bid due date, and vendors are to present their price as a fixed fee. Vendors should also provide a breakdown of their costs (see Appendix D).

1.2 Background & Goals

United Way convenes The Milwaukee Broadband Partnership (the Partnership), which represents public entities (chiefly, Milwaukee Public Schools, Milwaukee Public Libraries, the City of Milwaukee, and Milwaukee County), and members of the commercial, healthcare, civic, and

philanthropic communities. The Partnership’s objective is to achieve universal and equitable access to affordable, high-speed internet throughout Milwaukee.

According to 2019 Census data, at least 25% of Milwaukee residents do not have broadband access in their home. Existing broadband services are unevenly distributed, uncoordinated with community assets, and prohibitively expensive for low-income communities.

Together, the Partnership is building a multi-modal approach to align new and existing internet providers into a comprehensive network focused on equity, accessibility, and affordability for Greater Milwaukee Area residents. It seeks to leverage local philanthropic and government resources with federal investments to transform the region and provide a national model for how other cities can bridge the digital divide.

The goal is transformative, and the Partnership recognizes that no one sector can achieve it alone. Any solution to Milwaukee’s digital divide will require the alignment of governmental investments (local, state, federal) with long-term sustainability support from commercial, civic, and philanthropic partners.

By reimagining Milwaukee’s broadband and high-speed internet landscape:

- **Residents** will have the opportunity to participate in a rich variety of resources and services related to healthcare, education, employment, and much more. The result will be improved outcomes in health, education, financial stability, and increased socio-economic and racial equity.
- **HealthCare, Higher Education, and Business Leaders** will possess a powerful tool to recruit, support, and retain talent in a competitive global marketplace, leading to greater innovation and prosperity.
- **Public Sector Partners** will implement innovative technologies to enhance the experience of every person who lives, works, visits, or does business in the Greater Milwaukee Area by delivering secure, cost-effective, reliable, equitable, and efficient access to services and data.
- **Civic Leaders** will reestablish Milwaukee’s status as a globally significant city, simultaneously known for its rapid ascent during the Industrial Age and its bold leadership during the Information Age.

Equity Impact: The feasibility study is the first step of a project that will primarily focus on households and businesses in census tracts in the Greater Milwaukee Area where 25% or more of households report no internet access as identified by [the National Broadband Availability Map \(NBAM\)](#). The top 10 census tracts without Internet access are shown below:

Census Tract	Total households	Households with No Internet Access %	Population (2019 Estimate)	Primary Ethnicity	Primary Ethnicity %
169	1254	56%	4151	Hispanic	76%
136	1141	51%	2496	Black	68%
84	333	51%	1328	Black	87%
1861	746	50%	2290	Black	75%
1868	764	50%	1681	Hispanic	42%
137	734	48%	1593	Black	77%
159	1283	47%	3831	Hispanic	60%
164	1093	47%	4961	Hispanic	83%
163	1260	43%	5143	Hispanic	82%
1862	473	43%	1439	Black	86%

1.3 Overview of RFP Document

This Request for Proposal (RFP) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor’s minimum qualifications, and provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **SERVICE DESCRIPTION:** Describes the services and demonstration service areas for which vendors may submit RFP.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their RFP Response.
- **REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the responses to the RFP will be reviewed, selected, and qualified.
- **APPENDICES (A-D)**

1.4 Agreement Process & Term

The objective of this RFP process is to secure a qualified Vendor to provide a comprehensive Broadband Feasibility Study for the defined service area.

United Way is not responsible for representations made by any of its officers, board members, volunteers or employees prior to the execution of the Agreement unless such understanding or representation is included in the Agreement.

The term of the Agreement will be one (1) year.

1.5 Milwaukee Broadband Partnership Rights & Responsibilities

As Fiscal Agent, United Way has the right to amend the RFP by written addendum. United Way is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which the records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the response not being considered, as determined in the sole discretion of United Way. United Way is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.5.1 Indemnification

Each Party (the “Indemnifying Party”) hereby agrees to indemnify, hold harmless, and defend the other Party, its directors, officers, employees, affiliates, contractors, partners, shareholders, invitees, and agents (each an “Indemnified Party”) against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, all reasonable legal fees and disbursements, which may be imposed upon or incurred by or asserted against any

Indemnified Party by reason of or resulting from any one or more of the following occurring during or after (but attributable to a period of time falling within) the Project Period:

- (i) any accident, injury (including death), or damage to any employee of the Indemnifying Party occurring in, on, or about the premises of an Indemnified Party or any part thereof (the “Premises”);
- (ii) any accident, injury (including death), or damage to any person or property occurring in, on, or about the Premises as a result of the act or neglect of any employee of the Indemnifying Party; or,
- (iii) any act or failure to act on the part of any employee of the Indemnifying Party while in, on, or about the Premises during the performance of this Agreement.

1.6 Contact with Personnel

Any contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows:

Jeremy Simon: grantsupport@unitedwaygmwc.org

2.0 Instructions to Vendors

2.1 Vendor Minimum Requirements

- Must be headquartered in the United States.
- Cannot be a current Internet Service Provider (ISP) serving the Greater Milwaukee Area.

The Partnership strives to create opportunities for diverse businesses and diverse workers through a variety of initiatives. While the award of this RFP is not bound to a participation goal, vendors who certify as Disadvantaged Business Enterprise, Minority Business Enterprise, Women Business Enterprise, and Small Business Enterprise are strongly encouraged to participate.

2.2 Truth & Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive responses shall be sufficient cause for rejection of the RFP Response. The evaluation and determination in this area shall be at United Way’s sole judgment and the judgment shall be final. Please disclose any conflict of interest with United Way.

To be considered a Responsive and Responsible Supplier for this opportunity, Vendors must:

1. Demonstrate at least five (5) years’ continuous experience consulting and acting as a subject matter expert to local governments of a similar size to Milwaukee County and the City of Milwaukee on broadband implementation projects.

2. Provide a minimum of three references from existing or previous local government clients for whom the Vendor has provided a substantially similar service.
3. Guarantee that any subcontracted vendors used in performance of responsibilities under any awarded Contract will be contracted with the Vendor only and will not require third-party contracts with United Way.
4. Agree to enter a Contract with United Way and comply with all terms and conditions required by state or local law, regulation, or ordinance, if the Vendor wins an award.
5. Demonstrate the organization has not been debarred or suspended from participation on government contracts for any government entity.
6. Demonstrate financial solvency and the ability to remain a viable business concern through the term of any Contract.

United Way considers any of the following to be proof of non-responsibility or non-responsiveness:

1. Submission of incomplete Proposals.
2. Submission of any Proposal that requires United Way to contract directly with a third party other than the Vendor.
3. Disqualification or disbarment from participating in solicitation by any state, local, or federal government entity.
4. Failure to demonstrate the required experience.
5. Failure to provide evidence of financial solvency.

2.3 RFP Timetable

The timetable for the Request for Proposal is as follows:

Release of RFP	Thursday, May 19, 2022
Pre-Proposal Conference Invite Request Deadline	Wednesday, June 6, 2022 (4:00pm CST)
Pre-Proposal Conference/Q&A Call	Tuesday, June 7, 2022 (9:00am CST)
Q&A Submission Deadline, Notice of Intent to Respond Deadline	Tuesday, June 14, 2022 (5:00pm CST)
RFP Responses Due	Thursday, June 30, 2022 (4:00pm CST)

2.4 RFP Notifications

It is the Vendor's responsibility to check United Way's Techquity website [<https://unitedwaygmwc.org/Techquity>] for any modifications to this solicitation. All modifications will be listed on the website for reference. Electronic Bid submittal is the Vendor's agreement to be bound by the terms of all addenda issued.

2.5 Pre-Proposal Conference

United Way will provide a pre-proposal conference via Microsoft Teams or a similar video conference platform to address questions and provide further clarification about the application process as needed. The pre-proposal conference will be available to all interested, qualified prospective applicants. Applicants interested in receiving a meeting invite to the conference should send an email to grantsupport@unitedwaygmwc.org by Wednesday, June 6th at 4:00pm CST. Please include "Pre-Proposal Conference" in the subject line.

The Pre-Proposal Conference and Q&A Call will be held on Tuesday, June 7, at 9:00am CST.

2.6 Vendor Questions & Notice of Intent

If any questions arise after the Pre-Proposal Conference, please email Jeremy Simon at grantsupport@unitedwaygmwc.org. Questions are due on June 14th at 5:00pm CST. Responses will be answered at once via email to those who submitted the questions. United Way also requests that all vendors who intend to submit a response to the RFP herein, submit their formal intent to grantsupport@unitedwaygmwc.org by June 14th at 5:00pm CST.

2.7 Preparation & Format of Response

Vendors should submit the following information, via email, no later than 4:00 pm CST on Thursday, June 30, 2022, to grantsupport@unitedwaygmwc.org. Confirmation will be sent that the submission was received. If you do not receive confirmation, please send an email without attachment for further directions. Please allow time for submittals because technical issues can arise.

Proposals are limited to 25 double-spaced single-sided pages. It must be succinct, self-explanatory, and well organized so reviewers can understand the proposal:

- Table of Contents
- Introduction and Executive Summary
- Response Format Requirements (Please see Appendix A)
- Cost Proposal (Please see Appendix D)

2.8 Response Withdrawals

An offer may be modified or withdrawn by electronic or written notice ONLY if received prior to the bid closing date and time. Please send request to: grantsupport@unitedwaygmwc.org

3.0 Assurances

3.1 Indemnification & Insurance

The Vendor shall be required to comply with the Indemnification provisions contained in Appendix B. The Vendor shall procure, maintain, and provide proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix B.

3.2 Reference Investigations

Background and security investigations of the Vendor may be required at the discretion of United Way as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

3.3 Conflict of Interest

Respondents to this request for proposal will actively and preemptively disclose all known conflicts or potential conflicts of interest in advance of submitting a response to this opportunity. United Way, at its sole discretion and in accordance with its internal Code of Conduct, will decide if a given situation or relationship rises to the status of a conflict of interest.

Appendices:

Appendix A – Response Format Requirements

Appendix B – Insurance Requirements

Appendix C – NTIA “Indicators of Broadband Need” Map for Metro Milwaukee & Exurb Areas

Appendix D – Cost Proposal

Appendix A – Response Format Requirements

Please follow the format below when providing your response (restate the section or question exactly how it appears below in this document). Proposals are limited to 25 double-spaced, single-sided pages. Please focus on accuracy, completeness, and clarity of content. Keep responses brief and directly answer each question. Failure to follow the format, non-specific responses, and unnecessary fillers may reduce your likelihood of selection.

Introduction & Executive Summary

Provide an introductory letter and executive summary, not to exceed four (4) pages. This response should clearly address the needs of this feasibility study. This section must address the following statements and questions:

1. Your organization's mission, vision, and core competencies.
2. Your project goals, approach, and deliverables.
3. What makes your organization uniquely qualified for this engagement?
4. Provide three (3) references for similar type work and include the following:
 - Client name.
 - Contact name, address, email, phone number.
 - Provide a short description of solution(s) provided.

Focus Areas & Questions

Respondents will address these following focus areas below and specifically answer the supporting questions. Provide answers to each of the following questions in order to demonstrate your understanding of the project and how you will add value and guide United Way in your services.

1. Feasibility Study

- a. Describe your organization's proposed solution. Please include metric driven data.
 - i. Both short term and long term solutions.
 - ii. Show service speeds with a comprehensive data analysis.
 - iii. The feasibility study should directly address or provide the roadmap to address Wisconsin statutory requirements as defined in Wisconsin Statute § 66.0422: "to construct, own, or operate any facility for providing video service, telecommunications service, or broadband service, directly or indirectly, to the public," commonly known as municipal broadband.
 - iii.a. Have you previously worked on municipal broadband projects in the State of Wisconsin?
 - iii.b. Will the proposal include one or more public hearings to meet the requirement defined in Wisconsin Statute § 66.0422 subsection (2)(a) and subsection (2)(b)?
 - iii.c. Will the feasibility study meet the requirement defined in Wisconsin Statute § 66.0422 subsection (2)(c)?
 - iii.d. Are you aware of any statutory or regulatory requirements not already listed? If so, please elaborate.

2. Business Case & Opportunity Cost

- a. Propose a business case in why we (United Way and the Partnership) should pursue this venture.
 - i. Show the opportunity cost for not conducting it.
 - ii. Cost model justification.

3. Solutions & Roadmap

- a. Please share solutions and best practices from other project similar to this.
- b. How would you leverage existing municipal communications infrastructure such as underground utility conduits, communications cables, and network infrastructure?
- c. How would you leverage existing municipal assets such as buildings, parks, control cabinets, streetlights, and traffic signals?
- d. How would this plan integrate with specific municipal services such as education (primary through post-secondary, and non-traditional), health centers, housing sites, libraries, and parks?
- e. How would this plan integrate with other municipal technology initiatives, such as “smart cities”?
- f. What are the requirements for the sustainability of the solutions?

4. Collaboration between Public & Private sectors

- a. What is your recommendation on how to structure the project between the private and public sector, i.e. responsibility, cost sharing, and collaboration suggestions?
- b. How would you leverage planned municipal infrastructure upgrades to incorporate municipal broadband access?
- c. Identify specific federal and state grant and funding opportunities.
- d. Please provide suggestions on how we address funding sources, both public and private.

5. Additional Questions

- a. How will your solution specifically focus on the target neighborhoods as identified in **Attachment C: NTIA “Indicators of Broadband Need” Map for Metro Milwaukee & Exurb Areas**?
- b. How will your solution specifically support higher-level goals, such as the growth of business, workforce development, healthcare access, civic engagement, student education, and all-around quality of life within a community?

Appendix B – Insurance Requirements

Respondent has read, understands, and acknowledges all liability clauses below, and must at the time of Contract award, provide to the United Way of Greater Milwaukee & Waukesha County (“United Way”) proof of all such clauses.

Insurance: Contract awardee (“Contractor”) furnishing services and/or products to the United Way or any of its affiliates must provide the United Way with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

Commercial General Liability Insurance including Contractual Coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

- Each Occurrence Limit: \$1,000,000
- General Aggregate Limit: \$2,000,000
- Errors & Omissions Limit: \$1,000,000
- Personal and Advertising Injury Limit \$1,000,000
- Employers Liability Insurance: Such insurance shall provide limits of not less than \$500,000 policy limit.

Business Automobile Liability Insurance: Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined. Insurance pertaining to uninsured motorists must comply with state of Wisconsin requirements.

Workers’ Compensation Insurance: Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state. Contractor must provide a waiver of subrogation in favor of the United Way for this coverage.

Professional Liability Insurance: Such insurance shall include errors and omissions and shall provide for additional limits of \$1,000,000 per occurrence with no less than a \$3,000,000 annual aggregate, or shall meet statutory limits, whichever is higher.

Crime/Fidelity Insurance: This insurance or bond shall cover employee dishonest actions or theft and shall be a minimum of \$100,000.

Excess/Umbrella Liability Insurance: Such insurance shall provide additional limits of not less than \$1,000,000 per occurrence in excess of the limits for general liability, automobile liability, employer’s liability, and professional liability as stated in this document.

Additional Requirements: Should the statutory minimum limits of any insurance listed in this document change, the Contractor hereby agrees that the minimum limits stated in this document shall automatically change as well, and the Contractor shall be bound by those changes as of the date of the change.

Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors and subcontractors and these contractors and subcontractors shall also comply with the additional requirements listed below.

The coverage for general liability, automobile liability, and professional liability shall: (a) name the United Way, including its directors, officers, employees, and agents, as additional insureds by endorsement to the policies and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. The United Way may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against the United Way, its subsidiaries, affiliates, employees, co-lessees, contractors, subcontractors, and their insurers.

Contractor shall provide certificates evidencing the coverages, limits, and provisions specified above on or before the execution of the Contract Award and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide the United Way with a thirty (30) day advanced written notice of any cancellation, nonrenewal, or material change in any of the policies maintained in accordance with the Contract Award.

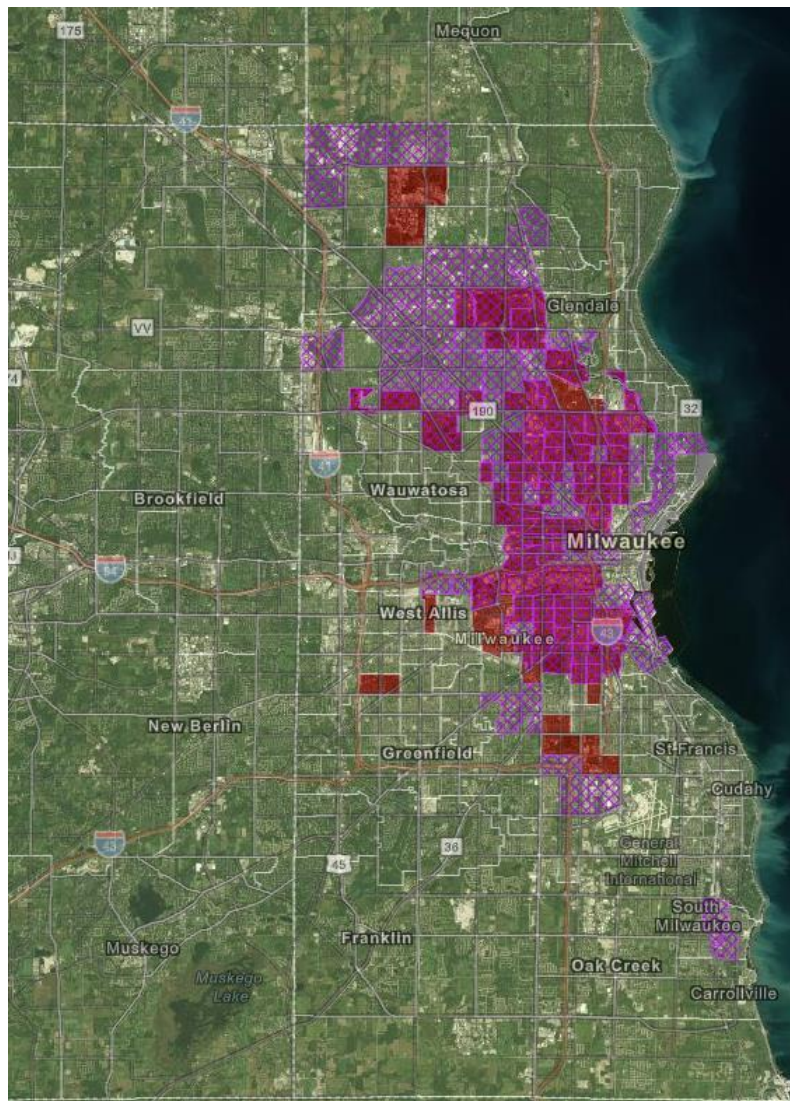
Indemnification: Each Party (the “Indemnifying Party”) hereby agrees to indemnify, hold harmless, and defend the other Party, its directors, officers, employees, affiliates, contractors, partners, shareholders, invitees, and agents (each an “Indemnified Party”) against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, all reasonable legal fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of or resulting from any one or more of the following occurring during or after (but attributable to a period of time falling within) the Project Period: (i) any accident, injury (including death) or damage to any employee of the Indemnifying Party occurring in, on, or about the premises of an Indemnified Party or any part thereof (the “Premises”); (ii) any accident, injury (including death), or damage to any person or property occurring in, on, or about the Premises as a result of the act or neglect of any employee of the Indemnifying Party; or (iii) any act or failure to act on the part of any employee of the Indemnifying Party while in, on, or about the Premises during the performance of this Agreement.

Appendix C – NTIA “Indicators of Broadband Need” Map for Metro Milwaukee & Exurb Areas

This map indicates areas in the City of Milwaukee, Milwaukee County, and immediately outlying exurb areas where:

1. 20% or more of households are below the poverty level (checkered purple regions).
2. 25% or more of households report no internet access (solid red regions).

According to the NTIA’s “Indicators of Broadband Need” Map, this map was most recently updated on November 15th, 2021.¹



1

<https://broadbandusa.maps.arcgis.com/apps/webappviewer/index.html?id=e2b4907376b548f892672ef6afbc0da5>

Appendix D – Cost Proposal

Please provide a cost proposal which includes a detailed budget and budget justification using the following categories:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Construction
7. Sub-Contractual Agreements
8. Other Costs
9. Indirect Costs