

**COUNTY COUNCIL of BERKELEY
COUNTY, WEST VIRGINIA**

Request for Qualifications (RFQ)

For

**Consulting Services for
Broadband Feasibility Study**

December 2020

**REQUEST FOR QUALIFICATIONS (RFQ)
REGARDING QUALIFICATIONS FOR
CONSULTING SERVICES FOR BROADBAND FEASIBILITY STUDY**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Qualification Proposals from interested parties for Consulting Services as it relates to a county-wide broadband feasibility study which seeks to identify unserved and underserved population areas and service options.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way. The County Council intends to interview some or all prospective firms to discuss Qualifications Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25401, or by telephone at 304-264-1923. **Inquiries should be directed to broadband@berkeleywv.org.**

Two (2) copies of submittals of Qualifications from interested businesses should be enclosed in a sealed opaque envelope marked **“Request for Qualifications for Consulting Services for Broadband Feasibility Study”**. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Wednesday, January 13, 2021**. Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification.

Proposals received will be opened and entered into public record at 10:00 AM on Thursday, January 14, 2021 in the County Council Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Minority and/or female-owned businesses are encouraged to apply. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.



I. INTRODUCTION:

The County Council of Berkeley County, West Virginia, (hereinafter referred to as “County Council” or “Council”) seeks qualified vendors to conduct a broadband feasibility study. Broadband is high speed Internet that achieves a minimum of 25 Mbps download speed and 3Mbps upload speed. This project is funded through a CDBG grant, under HUD regulations for Planning and Capacity Building, 24 CFR 570.205. The selected firm will be required to comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 109 of the Housing and Urban Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Conflict of Interest Statement and Access to Records provisions and all other requirements as related to HUD-funded projects. The project will be implemented by a local project management team. Additional resources will be obtained through the West Virginia Broadband Enhancement Council and the State Office of GIS Coordination. The Berkeley County Broadband Team will provide oversight and direction to the consulting entity selected. Only written responses to this RFQ shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is located in the eastern panhandle of West Virginia. According to 2010 Census information, Berkeley County has a population of 104,169 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

Berkeley County is currently governed by a five (5) member County Council.

The consultant shall provide an overview of project location, demographic data, population, average income, major employment sectors, educational and medical facilities, overview of unserved or underserved status, minimum speed, and known service options.

III. SCOPE OF WORK

A. GENERAL

Working with the Berkeley County the successful consulting firm will provide:

A high-level preliminary design of broadband networks outlining the types of connectivity solutions; their locations, including projects that could be implemented in identified CDBG-eligible areas; and a prioritization of those areas if the preliminary designs dictate a phased approach to construction projects. Specific components and deliverables must include:

- a. Technical Analysis: Research existing public and private sector internet infrastructure, technology, and assets within the project area; develop an inventory and provide recommendations for expanding broadband services to residents and businesses. Identify potential network routes and interconnection points, existing and possible infrastructure recommendations to support and maximize service utilizing regional assets with an emphasis on identifying areas eligible that would qualify under the HUD CDBG program at the community level.

- b. Market Analysis: Compile and analyze information on needs and usage, perform a gap analysis of existing services, identify trends by existing and potential residential and business users and anchor institutions.
- c. Current Use Analysis: Utilize the WV Speed Test Portal <https://broadband.wv.gov/>, surveys and other methods to evaluation presence and level of internet service among stakeholders. Identify unserved and underserved areas.
- d. Connectivity Solutions: Provide strategic guidance in planning broadband connectivity projects.
- e. Broadband Development Strategies: Develop a communications and outreach strategy to engage public and private stakeholders, internet service providers and related groups. The County and Region 9 can assist with surveys and social media information. Consultant will provide pertinent data for surveys.
- f. Preliminary Design and Cost Estimates: Develop strategy and concept for network design, outline type(s) of technology; identify rights-of-way, describe network specifications and structural options. Include preliminary cost estimates for construction of proposed installations and potential related costs such as engineering, permitting, legal services, project administration and GIS mapping. . Include GIS mapping of the following: a) existing infrastructure, b) areas of need, and c) proposed infrastructure routes of connectivity solutions (base mapping will be provided). Priority should be given to CDBG-eligible areas.
- g. Network Operation Options: Provide an assessment of the telecommunications environment detailing the types of services, pricing, availability and limitations. Identify all service providers. Investigate willingness to collaborate. Review viable technical and delivery methods as allowed by state and federal law. Develop a comprehensive public-private agreement template of the possible organizational/ownership structures for proposed broadband infrastructure networks between the Berkeley County Council and other potential business partners.
- h. Technical Broadband Development Plan: Develop a technical broadband development plan that includes: an assessment of service territories, backhaul routes, interconnection points, suggested routes, capacity, providers, technical and delivery models, market analysis, expansion strategies, cost estimates, funding resources, best practices, and other appropriate factors to address barriers at local and regional levels, with an emphasis on unserved and underserved areas.
- i. Gap Analysis: Evaluate the current environment against current and future needs. Include all stakeholders defined in the project. Determine the economic and community impact of broadband issues, including evaluation of key issues limiting broadband expansion.
- j. Preliminary Infrastructure Application(s): The plan must detail strategies in assisting the Berkeley County Council in applying to identified broadband-specific funding programs, including the HUD CDBG program and others offered by the U.S. Department of Agriculture, U.S. Economic Development Administration, Appalachian Regional Commission, and other public and private funding sources.

B. ASSISTANCE TO BE PROVIDED

The Berkeley County Council will provide: The location of communications towers in the county/region; access to GIS data, including maps showing telecommunications assets as reported to the State Office of GIS Coordination; FiberLocator data; and internet speed test data as reported by the West Virginia Speed Test Portal via the West Virginia Broadband Enhancement Council.

C. JURISDICTION OF GENERATED DATA

All materials, maps, reports and data generated through this project shall remain the property of the local government. Data will also be provided to the State of West Virginia, West Virginia

Broadband Enhancement Council, in electronic and paper format.

IV. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFQ proposal. ***At a minimum, your Qualifications Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent's services.***

A. Firm Information

1. Name, address, telephone number (landline and cell), fax number of Architectural & Engineering firm and parent company, if any, from which the project will be managed.
2. Nature of consulting firm and parent company, if any.

B. Firm Capabilities

1. Describe the size of your firm/project office as related to size of staff.
2. Provide a review of objectives for the scope of work and an overview of the planned approach, methodology and timeline. All project activities must be completed no later than: June 30, 2021.
3. Capacity to perform the work within the given time limitations. Services proposed, how the local government will be involved in the planning and design process and the overall approach to the project.

C. Firm Principals and Background

1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the project during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services on similar sized projects during the past three (3) years.
2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.
3. Knowledge of State and Federal telecommunications laws and familiarity with HUD CDBG program as administered by the West Virginia Development Office. Provide a list of at least three (3) but no more than five (5) similar and/or relevant projects that you have completed during the past five (5) years. This information must include the business name, contact person, address, email address, and phone number.
4. The Berkeley County Council prefers firms with experience in the development of broadband infrastructure on behalf of government entities. Vendor must have direct past experience working within the telecommunications or broadband industry

(carrier or Internet service provider) in a network planning, design and business development capacity. Vendors must demonstrate a working knowledge of federal funding programs such as, but not limited to, the HUD CDBG program, the U.S. Department of Agriculture, U.S. Economic Development Administration, Appalachian Regional Commission, and other public and private funding sources.

D. Miscellaneous Requirements:

All proposals must provide written proof that:

- The selected consulting firm has the required professional licensing to conduct business in the State of West Virginia.
- The selected Company/Firm must certify that it is employing only US Citizens or those persons legally in the United States.
- The selected Company/Firm must show proof of current workers compensation coverage in good standing or payroll information which will show that coverage is not required.
- If subcontractors are used, subcontractors must also provide proof of professional licensing license and workers compensation in good standing (if applicable).

E. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

V. PROPOSAL:

A. At a minimum, your Proposal shall include the following:

1. Complete, detailed narrative addressing all items in Section IV above.
2. Fully executed Non-Collusion Certificate - Attachment A.
3. Proof of all current business and/or Architectural & Engineering licenses as required by law.
4. Statement that only US Citizens or legal immigrants are employed.
5. Proof of minimum insurance requirements as detailed in Section IX below.
6. Proof of current workers compensation coverage, if required.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

- A. The contract will commence upon award by the County Council.
- B. If the Firm and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County Council reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

Berkeley County will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the County Council's possession. Berkeley County makes no warranty as to the accuracy of existing documents or will the County Council accept any responsibility for errors and omissions that may arise from the Firm/Consultant having relied upon them.

VIII. COMPENSATION TO THE CONSULTANT UPON AWARD:

Invoices must be submitted to:

Berkeley County Council
400 W. Stephen Street
Suite 201
Martinsburg, WV, 25401

Payment will be made within thirty (30) days of receipt and approval.

IX. INSURANCE REQUIREMENTS:

Professional Liability – The successful Bidder must show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with Berkeley County.

X. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

There is no performance bond required for this project.

XI. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Berkeley County's Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. A Selection Committee appointed by the County Council will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the County Council's intent to open and review each firm's Qualifications Proposal to determine a firm's qualifications, experience and technical approach to the services. If the

Selection Committee determines that a firm's Qualifications & Experience/Technical Proposal is acceptable, than price will be considered.

- D. Since it is the County Council's desire to select the most qualified firm, the Selection Committee reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used by the Committee are:
 - 1. Responsiveness to the scope of work and these instructions;
 - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
 - 3. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
 - 4. Oral presentations, if required;
 - 5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
 - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 - 7. Firm's capacity to perform the work, giving consideration to current workloads;
 - 8. Firm's familiarity with problems applicable to this type of services;
 - 9. References from previous clients, including size and scope of the services, name and telephone number of contact person.
 - 10. Price Proposal.

XII. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all Proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within forty-five (45) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals may not be altered or amended after they are opened.

- E. The approval or disapproval of the Company's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Firm/Company as to this Committee's prior knowledge of their abilities.
- F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XIII. TERMS AND CONDITIONS:

- A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set within this RFQ for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.
- D. The selected Company shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.
- E. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.
- F. No reports, information or data given to or prepared by the Firm/Company under this agreement shall be made available to any individual or organization by the Firm/Company without the prior written approval of the Berkeley County Council.
- G. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.
- H. Berkeley County shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
- I. Berkeley County reserves the right to request interviews.
- J. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- K. Berkeley County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its

own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.

- M. The Firm/Company shall abide by and comply with the true intent of the RFQ and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.
- N. The Firm/Company hereby represents and warrants:
1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- O. In addition to any other remedy available to Berkeley County, breach of any of the services contracted herein shall, at the election of the County Council, be grounds for termination of the contract. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.
- P. Hold Harmless/Indemnification: If a contract is awarded, the successful Firm/Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Firm's/Company's performance of the contract awarded. Any property or work to be provided by the Firm/Company under the contemplated contract will remain at the Firm's/Company's risk until written acceptance by the County Council; and the Firm/Company will replace, at Firm's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the County.
- Q. Termination for Convenience: Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving 30 days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Firm/Company be paid any amount that exceeds the price proposed for the work

performed. The Firm/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- R. Termination for Default: When the Firm/Company has not performed or has had unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Council. Failure on the part of a Firm/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.

- S. The contractual obligation of Berkeley County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

- T. Interpretation: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIV. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.

**ATTACHMENT A
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____
(Title)
and the duly authorized representative of the firm of _____

_____ whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Council of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

Signature

Printed or Typed Name