

**DEVELOPMENT AUTHORITY
of
BERKELEY COUNTY, WEST VIRGINIA**

Request for Qualifications (RFQ)

For

**Development of a Fiber Optics Infrastructure
Master Plan**

February 2021

**REQUEST FOR QUALIFICATIONS (RFQ) REGARDING
DEVELOPMENT OF A FIBER OPTICS INFRASTRUCTURE MASTER PLAN**

The Development Authority of Berkeley County, West Virginia (herein referred to as the “Development Authority” or “BCDA”) is requesting Qualification Proposals from interested parties for the “Development of a Fiber Optics Infrastructure Master Plan”.

The Development Authority (or its designated representatives) will be evaluating submissions to this request and will ultimately select an individual and/or firm judged to be both responsible and responsive to the request in every way. The Development Authority may interview some or all prospective individuals/firms to discuss their qualifications. The format for submittals, information regarding the scope of work, and selection criteria used by the Development Authority is available from the Development Authority Office, 300 Foxcroft Avenue, Suite 201, Martinsburg, WV 25401, or by telephone at 304-267-4144. Inquiries should be directed to Sandy Hamilton, Executive Director, 304-267-4144.

One (1) copy of submittals of qualifications from interested parties should be enclosed in a sealed opaque envelope marked **“Request for Qualifications for Development of a Fiber Optic Infrastructure Master Plan”**. Qualifications must be submitted and time-stamped into the Development Authority Office, Room 201, 300 Foxcroft Avenue, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Friday, March 5, 2021**. Failure to provide the required information as requested in the RFQ for the Development Authority’s review may result in disqualification.

The Development Authority 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. The Development Authority does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

The Development Authority reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in its best interest.

I. INTRODUCTION:

The Development Authority of Berkeley County, West Virginia, (hereinafter referred to as the “Development Authority” or “BCDA”) is requesting qualifications from individuals and/or firms for the “Development of a Fiber Optics Master Plan” Only written responses to this RFQ shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is in the eastern panhandle of West Virginia. According to 2019 Census information, Berkeley County has a population of 119,171 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.

The Berkeley County Development Authority, in partnership with the Berkeley County Council, recognizes the need to invest in fiber optic infrastructure to promote world-class, high performance economic development in the Eastern Panhandle of West Virginia. It is believed that a publicly owned fiber optic infrastructure will reduce time-to-market deployment of highspeed fiber, will lower up-front capital needs for service providers and will provide better service for end-users.

Without a robust fiber optic system, private next generation industry will not locate in Berkeley County. This poses a significant risk to our community. Production plants, high tech companies, corporate headquarters, offices, design & engineering studios and higher educational teaching and research all need advanced data transmission to compete. Connectivity via high-speed, high-capacity fiber optics is a critical business infrastructure in today’s business environment. The system must be reliable and redundant to ensure uninterrupted transmission. Without it Berkeley County will lose the opportunity to create high paying jobs at a time when rapid residential growth is creating a wide spectrum of business opportunities in West Virginia’s Eastern Panhandle.

The Development Authority and its partners hope to provide a fiber optics infrastructure that will allow service providers to connect to end-users with affordable, secure, reliable and uninterrupted high speed voice and data transmission to support high quality job development and enhance the quality of life in Berkeley County, West Virginia.

III. KEY MOTIVATIONS

- A.** The Development Authority and its partners have identified the following key motivations in developing a fiber optics infrastructure:
1. Become a “Tech-Friendly” community to encourage high-tech businesses and employees to locate in Berkeley County, enhancing economic development;
 2. Use the fiber optic network to foster educational and other social benefits;
 3. Deploy and expand public Wi-Fi and broadband initiatives to enhance “Quality of Life”;
 4. Bridge the “digital divide” between Berkeley County and the Baltimore/Washington metropolitan area;
 5. Use the fiber optic network as a tool to entice high tech businesses;

6. Generate a return on investment (ROI), running the network as a revenue generating enterprise to fund further expansion and eventually contribute to the various operating funds.

The Scope of Work and Key Issues are to be used as a general guide and are not intended to be a complete list of all work necessary to complete any project(s).

IV. SCOPE OF SERVICE:

The Consultant shall perform certain services necessary for development of the Fiber Optics Master Plan, which services shall include the following:

A. Fiber Network Build Model

1. Assess and verify the appropriateness of the model and build direction outlined by the Development Authority and its partners or recommend an alternative model and build approach.
 - a. Validation of any recommended or endorsed model should be accompanied by examples of other public entities that have successfully deployed a similar model.
2. Report on the criticality of fiber optics as a key component to economic and social development to include quality of life initiatives.
3. Identify and address any federal, state and local legal and regulatory hurdles that must be overcome in the proposed fiber network build model.
4. Provide an estimated return on investment (ROI) and timeframes to meet the ROI.

B. Market Assessment

1. Identify those existing organizations that would benefit from enhanced fiber optic infrastructure to include education, health care, public safety, government, etc.
2. Identify opportunities with telecommunications, high tech and other service providers who may wish to connect to the network and purchase fiber.
3. Identify and discuss fiber-based applications used by other public agencies that generate the most financial and social benefit.

C. Asset Inventory & Management

1. Identify and evaluate any existing fiber optic systems that may exist in Berkeley County.
2. Identify specific shortcomings in the existing infrastructure.

D. Network Design

1. Make recommendations on routes and locations of fiber infrastructure, equipment and points of connection.
2. Identify infrastructure and other requirements for the network build.
3. Identify hardware and software needs.
4. Provide recommendations on operations, management and monitoring of the fiber optic infrastructure.
5. Provide conceptual maps and schematic diagrams outlining and indicating the above.
6. Provide detailed cost estimates on the type and location of infrastructure and construction costs needed to develop the fiber optic network.
7. Provide associated detailed cost estimation of all components in all phases.
8. Estimate costs for engineering diagrams and build.

- E. Governance, Ownership and Management Strategy Analysis
 - 1. Provide an overview of any needed right-of-way management policies and how these policies are structured in other public agencies.
 - 2. Provide guidance in establishing lease terms around the leasing of fiber assets.
- F. Business Model & Financial Analysis
 - 1. Provide an analysis of a variety of funding options including, but not limited to, public/private partnerships, federal/state/private/philanthropic grants, general obligation bonds, revenue bonds and others where appropriate.
 - 2. Analyze the advantages and disadvantages of each funding option and the potential impact of the different strategies on the business plan.
 - 3. Discuss financing network build-out and operation, maintenance and administration options, estimates for engineering diagrams and build costs.
 - 4. Identify legal strategies related to potential project risks.
 - 5. Provide ten-year financial pro-forma including projected revenues, expenses, debt costs, rate projections, capital expenses and other key assumptions.
- G. Phased Implementation Plan or Roadmap for Deployment
 - 1. Identify and prescribe the development of policies, regulations, procedures and engineering standards needed to implement the master plan or facilitate the building of the fiber optic infrastructure.
 - 2. Outline a phased approach, if recommended, to building the infrastructure, based on priority and opportunity.
- H. Master Plan Compilation
 - 1. Aggregate the findings, recommendations and documentation prepared in all the previous tasks into a comprehensive master plan document.
 - 2. Provide an Executive Summary.
 - 3. Provide final technical memoranda from each of the previous tasks.
 - 4. Make final recommendations and implementation roadmap.
 - 5. Ensure that all maps and specific location data provided in the Master Plan are GIS compatible.
- I. Miscellaneous
 - 1. The Consultant will also prepare a PowerPoint presentation and conduct presentations as necessary to gain support of the document's approval.
 - 2. The Consultant will attend meetings or teleconferences, if requested, with employees or officials to refine and clarify components of the Master Plan.

V. **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. **Individual/Firm Information**

- 1. Name, address, telephone number (landline and cell), email address of the individual and/or firm from which the project will be managed.
- 2. Nature of Consulting firm and parent company, if any.

B. **Firm Principals and Background**

- 1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the requested services during the performance of the contract.

- Please assure that the information provided includes any pertinent experience and technical competence in providing the services requested.
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. Provide a narrative of any relevant training and/or experience that qualifies the individual/company to provide the services listed above.

C. Miscellaneous Requirements:

After award but before execution of the contract:

- The selected Consulting firm must provide proof that they possess the required professional licensing to conduct business in the State of West Virginia.
- The selected Individual/Firm must certify that only US Citizens or those persons legally in the United States will be performing work within the Scope of Services.
- The selected Individual/Firm must show proof of current workers compensation coverage in good standing or payroll information which will show that coverage is not required.
- 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.

VI. 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. Information pertaining to required business licenses as required by law.
4. Statement that only US Citizens or legal immigrants will be used in the fulfillment of the contract.
5. A statement that the minimum insurance requirements as detailed in Section IX below will be in effect prior to execution of the contract.
6. Proof of current workers compensation coverage, if required.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.
8. Methods of billing.

VII. TERM OF CONTRACT:

- A. The contract will commence upon award by the Development Authority and remain in effect for 12 calendar months from inception.
- B. If the Individual 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 Development Authority reserves the right to

terminate the contract.

VIII. USE OF EXISTING DOCUMENTS:

The Development Authority will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in their possession. The Development Authority makes no warranty as to the accuracy of existing documents or will they accept any responsibility for errors and omissions that may arise from the Individual/Company having relied upon them.

IX. COMPENSATION:

Invoices must be submitted via mail or email to:

Berkeley County Development Authority
Attention : Sandy Hamilton, Executive Director
300 Foxcroft Avenue, Suite 201
Martinsburg, WV, 25401

shamilton@developmentauthority.com

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

X. INSURANCE REQUIREMENTS:

Professional Liability – The successful firm 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.

XI. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

There is no performance bond required for this project.

XII. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of applicable purchasing policies.
- B. The Development Authority will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the Development Authority'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, it will rank each firm. The Development Authority will then, starting with the firm found to be most qualified, discuss the fees for the work to be done.
- D. Since it is the Development Authority's desire to select the most qualified individual/firm, they reserve the right to schedule oral presentations from those individuals/firms deemed most qualified, to take place within ten (10) business days following notification.

- E. Selection criteria to be used by the BCDA includes, but is not limited to:
1. Responsiveness to the scope of work and these instructions;
 2. Past performance of the individual/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.
 4. Oral presentations, if required;
 5. Qualifications and experience with services such as that being proposed;
 6. Adequacy of the personnel to accomplish the proposed scope of work in the required time;
 7. The Individual's/Firm's capacity to perform the work, giving consideration to current workloads;
 8. The Individual's/Firm's familiarity with problems applicable to this type of services;
 9. Any other criteria that the Development Authority determines is necessary to successfully fulfill the requirements of the contract.

XIII. QUALIFICATIONS AND AWARD SCHEDULE:

- A. Qualifications received prior to the deadline will be treated as confidential, until receipt of all qualifications and opening of the same. Qualifications 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 Individual/Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.
- C. Qualifications 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 Individual's/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 Individual/Company as to this Development Authority's prior knowledge of their abilities.
- F. The Development Authority reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XIV. TERMS AND CONDITIONS:

- A. The Development Authority reserves the right to reject any or all proposals or to award the contract to the next recommended Individual/Company if the successful Individual/Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The Development Authority 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 to 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 the Development Authority the services set forth above, in the manner and at the costs set forth.
- D. The selected Individual/Company shall be required to enter into a contract agreement with the Development Authority. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Development Authority's Legal Counsel and shall contain, at a minimum, applicable provisions of this request for qualifications. The Development Authority reserves the right to reject any agreement that does not conform to this request for qualifications and any Development Authority requirements for agreements or contracts.
- E. Selected Individual/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 Development Authority.
- F. No reports, information or data given to or prepared by the Individual/Company under this agreement shall be made available to any individual or organization by the Individual/Company without the prior written approval of the Berkeley County Development Authority.
- G. Individuals/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 Development Authority under the West Virginia Freedom of Information Act.
- H. The Development Authority shall not be liable for any costs incurred by the Individual/Company regarding preparation of its proposal.
- I. The Development Authority intends to select the individual and/or firm that it considers will provide the best overall services for its needs. The Development Authority reserves the right to negotiate and accept other than the lowest priced offer.
- J. The Development Authority 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 BCDA.
- K. The Development Authority reserves the right to not hold discussions after award of the contract.
- L. By submitting qualifications, the Individual/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 Individual/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.

- N. The Individual/Company hereby represents and warrants:
1. That it is now, or will be by the time the contract is executed, 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 the Development Authority, breach of any of the services contracted herein shall, at the election of the BCDA, be grounds for termination of the contract. Failure of the Development Authority 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 the BCDA.
- P. Hold Harmless/Indemnification: If a contract is awarded, the successful Individual/Company will be required to indemnify and hold the Development Authority, 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 Individual's/Company's performance of the contract awarded. Any property or work to be provided by the Individual/Company under the contemplated contract will remain at the Individual's/Company's risk until written acceptance by the Development Authority; and the Individual/Company will replace, at Individual's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the BCDA.
- Q. Termination for Convenience: The Development Authority may terminate this or any contract, in whole or in part, whenever it is determined that such termination is in the best interest of the BCDA, without showing cause, upon giving 30 days written notice to the Individual/Company. The Development Authority shall pay all reasonable costs incurred by the Individual/Company up to the date of termination. However, in no event shall the Individual/Company be paid any amount that exceeds the price proposed for the work performed. The Individual/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 Individual/Company has not performed or has had unsatisfactorily performed the contract, the Development Authority may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the BCDA. Failure on the part of an Individual/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Individual/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by the Development Authority in re-procuring

and completing the work.

- S. The contractual obligation of BCDA 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.

XV. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should the Individual/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 Development Authority. All necessary interpretations will be issued to all Individuals/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Individual/Company to receive any such addendum or interpretation shall not relieve such Individual/Consultant from any obligation under their proposal as submitted. The Berkeley County Development Authority will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE DEVELOPMENT AUTHORITY.** Every interpretation made by the Development Authority will be made in the form of an addendum that, if issued, will be sent to all interested parties.

