



Northeast Michigan Council of Governments

80 Livingston Blvd Suite U-108 | PO Box 457 | Gaylord, MI 49734 | Voice: 989.705.3730 | Fax: 989.705.3729 | nemcog.org

Request for Proposals

**ALCONA COUNTY HIGH-SPEED INTERNET
CONNECTIVITY PLAN AND ROLLOUT STRATEGY**

Date of Issuance: March 15, 2021
Proposal Submission Date: April 15, 2021, 4:00pm
Pre-Proposal Written Questions Due: By March 30, 2021, 12:00pm
Response to Pre-Proposal Questions: April 5, 2021 4:00 pm

Issuing Agency: Northeast Michigan Council of Governments (NEMCOG)
80 Livingston Blvd, Suite 108
PO Box 457
Gaylord, MI 49734
www.discovernortheastmichigan.org

Contact Person: Nico Tucker, Transportation Planner (NEMCOG)
Phone: 989-705-3732
Fax: 989-705-3729
E-mail: ntucker@nemcog.org

I. GENERAL TERMS AND CONDITIONS

A. Purpose

The objective of this project is to complete a High-Speed Internet Connectivity and Rollout Strategy for Alcona County, MI. This study will identify and develop strategies to remove the impediment of a lack of affordable high-speed internet connectivity available in Alcona County. For the purpose of this study, high-speed internet connectivity will be defined as 100 mbps download / 10mbps upload at a minimum.

B. Type of Contract

The contract will be cost plus fixed fee contract, not to exceed the contract award amount and begin on or after April 30, 2021 and must be completed by February 28, 2022. If a contract is entered into as a result of this RFP, the contract will include all necessary information/work items, as required in the Scope of Work to produce an *Alcona County, MI High-Speed Internet Connectivity Plan and Rollout Strategy*. The Contract is funded through the US Department of Commerce, Economic Development Administration (EDA) and must comply with all requirements of EDA Award # 06-69-06280.

Issuing Office

This RFP is issued by the Northeast Michigan Council of Governments. All inquiries and requests for information related to this RFP must be submitted in electronic format in MS WORD or PDF formats only to the Project Manager listed below. Only electronic submissions will be accepted. Electronic files may be submitted on physical computer media (i.e. CDs or flash drives) or email attachments only.

Northeast MI Council of Governments
Sent by US Postal Service: PO Box 457
Gaylord, MI 49734
Attn: Nico Tucker, Transportation Planner
ntucker@nemcog.org

Verbal inquiries or requests for information shall not be made of NEMCOG staff. Any attempt on the part of a consultant or any of its employees, agents, or representatives to contact NEMCOG staff with respect to this RFP, other than as described above, may lead to disqualification.

C. Submission of Proposals

1. Send one original electronic format file of the technical proposal to the issuing office by the proposal due date and time, as indicated on page 1 of this RFP. The proposal should be clearly marked "Technical Proposal from" CONSULTANT's NAME, in the SUBJECT line of an electronic transmission and in the NAME of the electronic document. The pages must be numbered consecutively, e.g., 1, 2, 3, etc. No other distribution of the proposals will be made by the consultant or his agent.

2. Send one original electronic format file of the price proposal, separate from the technical proposal, clearly marked, "Price Proposal from" CONSULTANT's NAME, in the SUBJECT line of an electronic transmission and in the NAME of the electronic document.
3. Proposals must be signed by an authorized agent to bind the consultant to its provisions. The proposal must remain valid for a period of at least 60 days from the due date of submission.

D. Addenda to the RFP by NEMCOG

Any changes to the RFP, if made, will be made only by an addendum duly issued. A copy of such addendum will be posted on NEMCOG's website <http://www.discovernortheastmichigan.org/rfp.asp> as well as any other site where this RFP is posted for download. NEMCOG will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. Sole issuing authority of addenda shall be vested in NEMCOG. Respondents shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.

E. Pre-Proposal Questions

As specified under Issuing Office, all questions related to the meaning or interpretation of this RFP shall be submitted in electronic writing only by the date and time specified on page 1 of this RFP. NEMCOG shall provide a copy of all the questions and answers to all consultants who receive an RFP. Consultants who download the RFP from the NEMCOG website must notify the issuing office in order to receive a copy of the questions and answers.

F. Cost Liability

NEMCOG assumes no responsibility or liability for costs incurred by any prospective consultant prior to the signing of a contract by all parties.

G. News Releases

Any news release(s) or Internet postings of any form or hosting location pertaining to this RFP or the services, study, data, or project, to which it relates, will not be made without prior written NEMCOG approval, and then only in accordance with the explicit written instructions from NEMCOG.

H. Disclosure

All information in a consultant's proposal and any contract resulting from this RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I. Acceptance of Proposal Content

The contents of the proposal by the successful consultant shall become contractual obligations if a contract ensues. Failure of the successful consultant to accept these obligations may result in cancellation of the award.

J. Independent Price Determination

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any other competitor.

The consultant must include a certified statement in the proposal certifying that the price was arrived at without any conflict of interest as described in the paragraph above. Should a conflict of interest be detected any time during the contract, the contract shall be null and void and the consultant shall assume all costs of this project until such time as a new consultant is selected.

K. Rejection of Submittal

NEMCOG reserves the right to reject any, all or part(s) of responses and to waive defects in responses. Responses received after the deadline and/or received unsigned will not be considered for award and shall be considered void and unacceptable. NEMCOG is not responsible for lateness or non-delivery of physical or electronic submissions. The responses will be date/time stamped when received, and this will be considered to be the official time of receipt. Only electronic submissions will be accepted. Electronic files may be submitted on physical computer media (i.e. CDs or flash drives) or via email.

L. Award of Contract Based on Best Value

Receipt of any response to this RFP shall under no circumstances obligate NEMCOG to accept the lowest dollar proposal. The award of this Contract shall be made to the respondent whose response will provide the goods or services sought at the **best value** for the participants identified as stakeholders in this RFP, taking into consideration the relative importance of price and the other evaluation factors set forth in this Request for Proposal.

M. Response Withdrawal

A response may not be withdrawn or canceled by the Respondent for up to sixty (60) days after the time set for the RFP opening date.

N. Consideration of Response

All responses meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the respondent has not taken exceptions and shall bind the Respondent to perform in strict accordance with the specifications in this RFP. NEMCOG reserves the right to accept any, all or none of the exception(s) / substitution(s) deemed to be in the best interest of NEMCOG.

O. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements, the respondent agrees that if this submittal is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

P. Minimum Requirements

A prospective respondent must affirmatively demonstrate that the respondent will provide goods or services at the **best value for the stakeholders**, based on the criteria provided herein. A prospective respondent must meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Demonstrate the ability to deliver the specified services / products / deliverables;
3. Be able to comply with the required or proposed delivery schedule;
4. Have a satisfactory record of performance;
5. Have a satisfactory record of integrity and ethics; and
6. Be otherwise qualified and eligible to receive an award.

Q. Other Information

NEMCOG may request representation and other information sufficient to determine respondent's ability to meet these minimum standards.

R. Conflict of Interest

Respondents must comply with the provisions of PA 318 of 1968 of the Michigan Compiled Laws Statute regarding conflict of interest issues.

II. BACKGROUND

Alcona County encompasses 1,791 square miles (675 square miles of land) in Northeast Michigan and has 27 miles of shoreline along Lake Huron. The county is bordered by Alpena, Oscoda, and Iosco Counties. According to the U.S. Census Bureau, Alcona County's population has experienced an 11.6% decline since 2000 and has a population density of 16.2 people per square mile. Due to the rural nature of Alcona County, high-speed Internet access is spotty at best and completely absent or unaffordable to many. This project will encompass the entire county: determining existing and absent internet infrastructure, providers, speed, and costs and layout a framework for the County to move forward with high-speed Internet connectivity deployment in an efficient manner that provides high-speed, affordable, reliable access that meets the needs of business, schools, remote workers and the residential public.

COVID-19 exposes the vulnerability of rural communities lacking high-speed, reliable, affordable Internet access to irreparable economic and community impairment during a pandemic. Lacking high-speed Internet options, many businesses, schools, and workers are unable to continue altered daily life redirecting once in-person tasks and events to Internet-hosted offerings. Many businesses are unable to innovate and diversify to online sales and are left with few options as reliable high-speed Internet service is not available within most of Alcona's rural county boundaries.

The purpose of this project is to provide Alcona County with an existing High-Speed Internet Connectivity Plan and Rollout Strategy that, once implemented, will remove the impediment of a lack of high-speed Internet connectivity necessary for so many aspects of life; from education and healthcare to business and manufacturing; and enable county communities to persevere through this and future technology-as-an-alternative dependent crises.

III. SCOPE OF WORK

A. Work Statement

The project will be administered by the Northeast Michigan Council of Governments (NEMCOG). The contact person is: Nico Tucker, Transportation & Resource Planner (989) 705-3732. NEMCOG will contract with a qualified consultant to perform the project's tasks. NEMCOG staff is able to provide technical assistance in the project's planning tasks.

An *Advisory Committee* will provide direction and guidance to the consultant throughout the course of the project and will consist of representatives from the Alcona County Economic Development Committee.

1. Conduct a countywide field survey that includes:
 - a. An interactive electronic map of existing active and inactive high-speed Internet connectivity physical medium and service providers (ISPs);
 - b. Determination of existing service reliability performance and service absence gaps;

- c. Determination of areas that have a minimum performance of 100 mbps download / 10 mbps upload;
 - d. Determination of areas where infrastructure is impacted by natural features;
 - e. Identification of approved connectivity expansion areas that have been awarded federal/state funds or private sector funding;
 - f. Identification of dark fiber location and ownership.
2. Develop a GIS-based interactive countywide map based on results from III.A.1 field survey and embed it on applicable local and state websites.
 3. Prioritize need levels for high-speed Internet connectivity infrastructure throughout the county and draft a connectivity plan and rollout strategy.
 4. Conduct public meeting(s) on the plan to gather input.
 5. Meet with the Advisory Committee to review and finalize the plan.
 6. Present the final plan to the Alcona County Board of Commissioners at a public meeting.
 7. Provide Final Plan to NEMCOG and Alcona County Board of Commissioners.

B. Expected Outcome

The expected outcome is a plan, which through its identified steps, once implemented, in the rollout strategy will ensure high-speed Internet connectivity options throughout the entirety of Alcona County. This outcome can only be obtained by the cooperative efforts of all stakeholders including local governments and the infrastructure and service providers.

C. Products and Deliverables

1. Field survey results data in structured file format (i.e. CSV, ARC GIS).
2. A GIS-based interactive map that displays all field survey results of III.A.1.
3. Public Meeting(s) organized and held.
4. Prioritized level of high-speed Internet connectivity needs.
5. Draft and Final Alcona County High-Speed Internet Connectivity Plan and Rollout Strategy.

D. Items to be provided to NEMCOG

In addition to work products described in this RFP, all reports prepared by the consultant, including all graphics and texts, as instruments of service, and all data collected as part of this project or furnished by NEMCOG, County Road Commission, Internet service providers, et al, together with all computer-generated disks, tapes, summaries, and charts derived therefrom, become the property of NEMCOG.

IV. INFORMATION REQUIRED FROM THE CONSULTANT

A. Technical Proposal

Provide a description of the methodology, work product, and schedule for completing each element of the scope of work. A proposal should be prepared simply and economically, providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. Promotional material should not be included. Emphasis should be on completeness and clarity of content.

1) Business Organization

State the full name and address of your organization and, if applicable, the branch office or subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation. If as a corporation, include the state in which you are incorporated. Include your firm's Federal Identification Number.

2) Consultant Qualifications and Prior Experience

Include, as a part of your proposal, a brief statement concerning the recent experience of the persons from your firm who will be actively engaged in the Alcona County Internet Connectivity Plan and Rollout Strategy project tasks. Do not include firm experience unless persons who will work on this project participated in that experience, and clearly state his/her role.

In addition to specific technical capabilities required of the consultant to perform this project, it is desired that the consultant project manager have detailed knowledge and experience that can be applied to an overall understanding of state and federal Internet connectivity financing and program delivery procedures and the ability to coordinate with appropriate agencies or individuals.

3) Key Personnel

Specific background information on key individuals who will be assigned to the project must be included. In addition, roles and responsibilities will be included. The background information on these individuals should emphasize their experience relative to project requirements. The proposed key personnel must be the personnel assigned to the project. Key people are defined as those people whose qualifications and experience are essential to providing quality services. The project team means the personnel assigned by the consultant and the subconsultant(s) who are responsible for the completion of the services.

The contract for this project will contain a provision that the consultant may not replace key people without prior written approval from NEMCOG. A violation of this provision will be considered a breach of the contract, and NEMCOG may terminate the contract.

4) Project Management

- a. The consultant's Project Manager must be readily accessible to NEMCOG personnel. Response to this RFP should include a proposal to address and clarify all aspects of project administration, quality assurance, variation and change control, contract deliverables, budget and cost control, schedule control, and internal/external coordination.
- b. The NEMCOG Project Manager shall be the official NEMCOG contact person for the consultant. The consultant must either address or send a copy of all project correspondence to the NEMCOG Project Manager. This includes all verbal contact records. The NEMCOG Project Manager shall be made aware of all communications regarding this project.
- c. The consultant will update NEMCOG Project Manager on a regular basis with a brief progress report, at minimum, that clearly reflects progress, timeliness, and budget. The consultant will attend any project-related meetings as directed by the NEMCOG Project Manager. This reporting detail and timing will be detailed in the final award contract.
- d. The consultant shall notify the NEMCOG Project Manager whenever discoveries or new information has the potential to require changes in the scope, limits, quantities, or costs of the project.

5) Project Schedule and Staff Allocation

Provide a detailed project plan that shows the milestones and deliverables. Include the number of hours allocated for each staff person for each task for the duration of the contract. Provide work plan bullets and timeline detailing each task to be completed for the scope of work; for example, a one-page Gantt chart depicting the scope of work milestones on the left and a timeline extending to the right.

6) Authorized Negotiators

Include the names and telephone numbers of your organization's personnel authorized to negotiate the proposed contract with NEMCOG. In the event that this proposal, and the subsequent negotiations, lead to a contract, you will be asked to provide a written verification that the person signing the contract is authorized to do so. If this will require a meeting of the Board of Directors or the Partners of your firm, you should begin arrangements so that the contract will not be delayed.

7) Subconsultants

All subconsultants must be identified and are subject to approval by NEMCOG. Qualifications and background information is required as specified in the "Key Personnel" section of this RFP.

The contract for this project will contain a provision requiring prior written approval to sublet any of the services.

8) Price Proposal

Instructions and format for the price proposal are attached. The price proposal must be submitted apart from the technical proposal and clearly marked, "Price Proposal from CONSULTANT'S NAME". The price proposal will only be opened for the highest scoring technical proposal.

V. PROPOSAL EVALUATION AND AWARD CRITERIA

All proposals received by the deadline shall be subject to an evaluation by the Advisory Committee for the purpose of selecting the consultant with whom a contract will be executed. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the proposal contents as described in the RFP may be rejected.

NEMCOG reserves the right to award by item, part or portion of an item, group of items or total proposal, and to reject any and all proposals in whole or in part if the best interest of NEMCOG will be served.

The proposals will be evaluated based on a two-step process. The first step will involve an evaluation of each consultant's technical proposal, using the selection criteria below. The top ranked consultants may be asked to make an oral presentation as a part of this step. The second step will involve reviewing the price proposal for the consultant with the highest technical score from the first step. If NEMCOG determines that the price proposal of the consultant with the highest technical score is unreasonable, negotiations will commence. If an agreement cannot be reached, then the price proposal for the next highest technical score will be reviewed. This evaluation process will continue until a recommendation of award can be made in the best interest of all parties.

The criteria and the percentage of their importance in making the selection are as follows:

A. METHOD OF APPROACH: 25 Percent.

This refers to the technical soundness of the consultant's stated approach to the project, the comprehensiveness of the proposed approach, and the techniques to be used.

B. UNDERSTANDING THE PURPOSE: 15 Percent.

A determination will be made of the consultant's understanding of the project purpose and goals as presented in the RFP. Evaluation will be based on the data presented in the consultant proposal, and the approach and allocation of time on specific tasks. Consultants should feel free to suggest other requirements and problems that may have been overlooked.

C. CAPABILITY AND QUALIFICATIONS: 20 Percent.

We will evaluate the ability of a prospective consultant to meet the terms of the RFP relative to having a consulting team with the qualifications needed to successfully complete the project. Qualifications of professional personnel assigned to the project, as specified in the proposal, including subconsultants, will be measured by both education and experience, with particular reference to experience on projects similar to that described in the scope of work.

The consultant's professional and project staff who work on the project must be the same staff identified in the proposal. Subconsultants must be approved by NEMCOG.

D. ORIGINALITY OR INNOVATIVENESS OF PROPOSALS: 10 Percent.

This RFP generally outlines the work activities and products expected by NEMCOG. A factor in the selection of a firm, in addition to terms in A through C above, is any innovative approach that goes beyond the suggested scope of work. It must be shown how this will be accomplished within the time limits.

E. COOPERATIVE WORK EXPERIENCE: 20 Percent.

This covers the prospective consultant's experience working as a cooperative team with other consultants and public agencies. Qualifications of professionals assigned will be measured by experience on past projects within a cooperative team environment.

F. SCHEDULE: 10 Percent.

We will evaluate the clarity and adequacy of the detailed project plan and the ability of the consultant to appropriately allocate staff to the identified tasks.

PRICE PROPOSAL INSTRUCTIONS

Please submit the Price Proposal as a separate electronic file from the technical proposal, clearly marked, "Price Proposal from" CONSULTANT's NAME, in the SUBJECT line of an electronic transmission and in the NAME of the electronic document.

The Price Proposal shall be divided into two parts, as follows:

1. Derivation of Cost - Prime consultant
2. Derivation of Cost - Sub-consultant(s)

DERIVATION OF COST - PRIME CONSULTANT:

Attached is a sample layout for the prime consultant's proposed costs. These costs are broken out into direct labor, overhead, direct costs, fixed fee, and concluding with a total estimated cost.

Direct Labor - Indicate each labor classification, the estimated hours for that classification, the related hourly rate for that classification, and the dollar total for that classification. At the bottom of the Direct Labor portion of the sheet, indicate the total hours and dollars for direct labor.

Overhead - Indicate the overhead rate being applied against direct labor. At the right, indicate the total overhead in dollars that results from the multiplication of the rate times the direct labor cost shown on this page.

Direct Expenses - List the direct expenses with a brief description of the expense and the actual cost of the purchase of that item. Indicate the total of these direct expenses at the bottom right of this portion of the sheet.

Fixed Fee - Indicate the fixed fee percentage for this project. This fee is to be applied against direct labor and overhead only, not against direct expenses. At the right, indicate the total of this calculation.

Subtotal Prime consultant - At the bottom of the page, indicate the sum of the direct labor, overhead, direct expenses and fixed fee as calculated on this page for the Prime consultant.

Consultant Total(s) - List the total estimated costs for each subconsultant, if any. Each subconsultant must also have a separate page itemizing these costs.

Total Estimated Cost - Indicate the sum of the total estimated costs for the prime consultant and all subconsultants.

DERIVATION OF COST PROPOSAL

PRIME CONSULTANT NAME

Federal ID #00-000000

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Person-hours</u> x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
ABC Position	0,000	\$00.00		\$00,000.00
DEF Position	0,000	\$00.00		\$00,000.00
Total Estimated Hours <u>00,000</u>				Total Estimated Labor <u>\$000,000.00</u>

ESTIMATED OVERHEAD

\$000,000.00	x	000.0%	=	Total Overhead	<u>\$000,000.00</u>
(Total Estimated Labor)					

ESTIMATED DIRECT EXPENSES

(Listed by Item at Estimated Actual Cost to you - NO MARKUP)

Expenses #1	\$ 00,000
Expenses #2	\$ 0,000
Expenses #3	\$ 000
Total Direct Expenses	<u>\$ 00,000</u>

FIXED FEE

\$0,000,000.00	x	00%	=	Total Fixed Fee	\$ 000,000
(Total Estimated Labor + Overhead)					

SUBTOTAL - PRIME CONSULTANT	<u>\$ 00,000,000</u>
(Sum Totals: Labor, Overhead, Direct Expenses, Fixed Fees)	
Total ABC Subconsultant	<u>\$ 000,000</u>
Total DEF Subconsultant	<u>\$ 000,000</u>

TOTAL ESTIMATED COSTS	\$00,000,000.00
(Sum Totals: Prime & Subs)	

I, CONSULTANT'S NAME, certify that this price was arrived at without any conflict of interest. Price was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any other competitor.

DERIVATION OF COST - SUB-CONSULTANT(S):

Use the attached sample layout for the subconsultant(s) proposed costs. A separate sheet for derivation of costs must be submitted for each subconsultant in the same manner as described above for the prime consultant.

FEDERAL IDENTIFICATION NUMBER:

Provide the Federal I.D. Number of the Prime consultant and the Subconsultant(s).

DERIVATION OF COST PROPOSAL
SUB-CONSULTANT NAME
(Submit a separate page for each Subconsultant)

Federal ID #00-000000

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Person-hours</u> x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
ABC Position	0,000	\$00.00		\$00,000.00
DEF Position	0,000	\$00.00		\$00,000.00
Total Estimated Hours <u>00,000</u>				Total Estimated Labor <u>\$000,000.00</u>

ESTIMATED OVERHEAD

\$000,000.00	x	000.0%	=	Total Overhead	<u>\$000,000.00</u>
(Total Estimated Labor)					

ESTIMATED DIRECT EXPENSES

(Listed by Item at Estimated Actual Cost to you - NO MARKUP)

- Expense #1
- Expense #2
- Expense #3

FIXED FEE

\$0,000,000.00	x	00%	=	Total Fixed Fee	<u>\$000,000</u>
(Total Estimated Labor + Overhead)					

TOTAL ESTIMATED COSTS \$00,000,000
(Sum Totals: Labor, Overhead, Direct Expenses, Fixed Fee)

I, CONSULTANT’S NAME, certify that this price was arrived at without any conflict of interest. Price was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any other competitor.