



Mohawk Valley Economic Development District, Inc.

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Serving Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie Counties

Request for Proposal (RFP)

Otsego County Broadband Technical Assistance

Issued: February 28, 2025

ISSUED BY:

Mohawk Valley Economic Development District, Inc. (MVEDD)

MVEDD REPRESENTATIVE

Heather Devitt

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Introduction & Background

In New York State, the counties of Fulton, Herkimer, Montgomery, Oneida, Otsego and Schoharie (collectively, the “Mohawk Valley Region”) comprise one of the nine economic development districts (EDDs) designated as such by the United States Department of Commerce, Economic Development Administration (EDA). Mohawk Valley Economic Development District, Inc., a New York not-for-profit corporation, was formed in 1966 for the purposes, among others, of fostering economic collaboration and development in the Mohawk Valley Region.

MVEDD was awarded a USDA Rural Utilities Service (RUS) Broadband Technical Assistance (BTA) grant in December 2024 (the “USDA Grant”). Funding will be used to promote the expansion of high-speed, affordable internet across rural communities in the Mohawk Valley, specifically within Otsego County, New York (“Otsego County”).

Each party submitting a response to this Request for Proposal (“RFP”) is referred to herein as “Respondent” and the Respondent that is ultimately conditionally designated by MVEDD through this RFP process, if any, to undertake and perform the Project (as hereinafter defined), if any, is hereinafter sometimes referred to herein as the “Designated Consultant”. If the Designated Consultant and MVEDD enter into a contract pursuant to this RFP, the Designated Consultant shall thereupon become the “Consultant”.

Scope of Work

MVEDD is accepting proposals in response to this Request for Proposal (RFP) in order to find a qualified Consultant to provide broadband technical assistance activities.

This project is necessary to document the need for broadband services in Otsego County, with specific locations identified as Otsego County moves forward to request financial assistance through available grants and loans.

The project will include an assessment portion to identify existing broadband assets, pre-development planning materials, and broadband buildout recommendations. The scope of work and project roadmap categories are grouped by planning, outreach, partnership, and infrastructure, coordinated between consultant duties and MVEDD staff.

Duties will include, but are not limited to, the following:

1. Assisting in identifying and planning for delivering broadband to eligible rural areas in Otsego County.

2. Identifying resources to finance broadband facilities from public and private sources. The Consultant should anticipate being able to identify what source of funding/commitment has been awarded/established, areas that will be served, deadline for completion, type of broadband to be installed, and by whom the service will be provided.
3. Preparing surveys and reports necessary to promote the need for broadband services. Information on current pricing packages/affordability, existing internet service providers (ISPs), existing broadband types (fiber, DSL, satellite, wireless, etc.), actual vs. advertised speeds, and reliability will be considered.
4. The Project should identify existing assets and resources within Otsego County that can be used in the implementation of broadband. This will include infrastructure that can accommodate implementation, such as: pole locations (with ownership identification, water/communication towers, structures that allow co-location, and roadways that may be used with fiber placement in pavement.
5. Monthly Consultant-led calls to engage stakeholders and community partners.
6. At Project completion, a standalone executive summary highlighting key findings and takeaways to be prepared for Otsego County with MVEDD assistance. Interactive mapping should accompany with the written report, as well as proposals for specific build-out areas with cost estimates included.

The objective of this RFP is to locate a source that will provide the best overall value to MVEDD. While cost is a significant factor, other criteria will also form the basis of MVEDD's award decision, as more fully described in the Evaluation Factors section of the RFP below.

Submission Guidelines & Requirements

Each Respondent's proposal must contain:

(a) Cover Letter: Respondent shall submit a maximum two (2) page cover letter with its proposal, indicating the firm name and address, and the name, address and telephone number of the person authorized to represent the firm.

(b) Experience of Respondent: Demonstrate Respondent's experience in providing services on various projects which are similar in scope to the Project. Submit written materials detailing the Respondent's past work in this area. The materials may take the form of a synopsis of past services and/or similar technical documents.

(c) Personnel: Respondent shall identify the individual who will serve as its primary representative for this Project. Respondent shall also identify any other personnel who will provide services in connection with the Project. For any identified personnel, Respondent shall submit the individual's resume, detailing his/her qualifications, as well as experience with similar projects.

(d) Firm's Capability: Describe the firm's ability to provide to provide sufficient personnel for this Project, information concerning the firm's current workload, and information concerning the firm's anticipated workload during the term of this Project.

The following additional submission guidelines & requirements apply to this RFP:

1. Only qualified individuals or firms with prior experience on projects such as this should submit proposals in response to the RFP.
2. Respondents must list at least 3 projects that are substantially similar to this project as part of their response, including references for each.
3. A project management proposal must be provided that is not more than 15 pages. This proposal must provide an overview of the proposed work as well as resumes of all key personnel performing the work. In addition, the technical proposal should provide a proposed schedule and milestones, as applicable.
4. A price proposal must be provided that is not more than 5 pages. This price proposal should indicate the overall fixed price for the project as well as hourly rates and an estimated total number of hours.
5. If Respondent has a set of standard terms and conditions, please submit it with Respondent's proposal. All terms and conditions will be subject to negotiation.

6. Proposals must be received by MVEDD prior to **April 3, 2025 at 3pm** to be considered. All proposals should be confirmed via telephone at (315) 866-4671. Proposals should be sent via email to hdevitt@mvedd.org or by mail, or delivered in person to MVEDD’s office at:

Mohawk Valley Economic Development District, Inc.
26 W. Main St
Mohawk, New York 13407

8. Proposals must remain valid for a period of 30 days.

RFP & Project Timelines

The RFP timeline is as follows. Please note that Contract finalization and Project Completion Date timelines are tentative and may be subject to changes, but the grant is not to exceed two years past the Contract’s effective date:

Issuance of Request for Proposal	February 28, 2025
Respondents’ Proposal due to MVEDD	April 3, 2025
Unsuccessful Respondents notified/discussion with top Respondents	April 14, 2025
Contract finalized with selected Respondent	May 5, 2025
Project Completion Date	May 5, 2027

Budget

The budget for this proposed Project depends on the final determination of services provided but shall not exceed the sum of \$94,000. We encourage bidders to contact MVEDD’s office to discuss the budget. The Project budget is funded by a grant from United States Department of Agriculture’s Rural Utilities Service Broadband Technical Assistance Program.

Compliance with Law

Consultant shall be obligated to comply with all federal, state and local laws, rules and regulations to the extent applicable to Consultant and/or the Project. Without limiting the generality of the foregoing. Consultant shall be obligated to comply with the provisions of 7 C.F.R. Part 1901 Subject E and 2 C.F.R. Part 200 Subject D and shall provide such informational reporting to

MVEDD as may be necessary to enable MVEDD to comply with its obligations pursuant to the USDA Grant.

Selection Procedure

If MVEDD decided to proceed with the Project, MVEDD will utilize its staff to measure, rank and select a qualified Respondent, i.e., the Designated Consultant. During the review of proposals, MVEDD may ask for additional information. MVEDD may initiate action to select the Designated Consultant at any point after or during its review of the proposals. Therefore, the proposal should reflect the Respondent's best terms both from a technical and cost standpoint.

Selection Criteria

When evaluating proposals, the following criteria may be considered by MVEDD in no particular order of priority:

- Cost
- Responsiveness to the requirements set forth in this RFP
- Relevant past performance/experience
- Samples of work
- Technical expertise/experience of Respondent and Respondent's staff
- Experience in creating broadband feasibility studies and coordination of buildouts
- Respondent's knowledge of the Mohawk Valley Region, particularly Otsego County or similar regions, is preferred

MVEDD reserves the right to award to the Respondent that presents the best value to MVEDD as determined solely by MVEDD in its absolute discretion. An understanding of Otsego County's broadband landscape is strongly preferred.

Disposition Process

After reviewing the proposals, MVEDD intends to conditionally designate one (1) Respondent as the "Designated Consultant". Upon conditionally designating a Designated Consultant, MVEDD and the Designated Consultant will have a twenty-one (21) day exclusivity period within which to negotiate the terms and conditions of a contract (the "Contract") consistent with the terms of this RFP. MVEDD may extend this exclusivity period in its sole discretion. In the event that MVEDD and the Designated Consultant are unable to agree on the terms and provisions of the Contract, MVEDD may terminate this RFP process and/or otherwise proceed with (or not proceed with) the Project as it sees fit, in its sole discretion.

Contract

Any Contract that the Designated Consultant and MVEDD may enter into shall, among other things,

obligate the Consultant to (a) defend, indemnify and hold harmless MVEDD, its officers, directors, members, employees and agents and each of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Contract, and (b) maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York:

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

* CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage) and personal and advertising injury. There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions).

* MVEDD and all other parties required by MVEDD, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of MVEDD.

* The Designated Consultant shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Project.

2. Automobile Liability

* Business Auto Liability with limits of at least \$1,000,000 each accident.

* Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

* MVEDD and all other parties required by MVEDD (see above), shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

3. Commercial Umbrella

* Umbrella limits must be at least \$1,000,000.

* Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

* Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Designated Consultant .

4. Workers Compensation and Employers Liability

* Statutory limits apply.

5. Professional Liability

* Professional liability with limits of insurance of not less than \$1,000,00 each occurrence and \$1,000,000 Annual Aggregate.

6. Waiver of Subrogation

The Consultant shall waive all rights against MVEDD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

7. Certificates of Insurance:

Prior to the start of any work, the Consultant shall provide a certificate of insurance to MVEDD. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to MVEDD.

Statement of Limitations

1. MVEDD represents that this RFP, submissions from Respondents to this RFP, and any relationship between MVEDD and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By responding to this RFP, Respondents are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFP, each Respondent acknowledges and accepts MVEDD's rights as set forth in the RFP, including this Statement of Limitations.

2. The issuance of this RFP and the submission of a response by a Respondent or the receipt of such response by MVEDD does not obligate MVEDD in any manner whatsoever. Legal obligations

will only arise upon execution of a formal contract by the MVEDD and the Respondent selected by MVEDD, if any.

MVEDD reserves the right (i) to amend, modify, or withdraw this RFP; (ii) to revise any requirements of this RFP; (iii) to require supplemental statements or information from any Respondent; (iv) to accept or reject any or all responses hereto, (v) to extend the deadline for submission of responses hereto; (vi) to negotiate or hold discussions with any one or more Respondents and to correct deficient responses which do not completely conform to the instructions contained herein; and (vii) to cancel, in whole or part, this RFP, for any reason or for no reason. MVEDD may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other person or entity for its, her or his expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.

3. All information submitted in response to this RFP is potentially subject to the Freedom of Information Law (FOIL), which may mandate the disclosure of documents in the possession of MVEDD upon the request of any person or entity, unless the content of the document falls under a specific exemption to disclosure. If any Respondent wishes to claim that any information submitted in its response to this RFP constitutes a trade secret or is otherwise exempt from disclosure under FOIL, such claim must be made at the time of the response, and must be in writing supported by relevant and material arguments.

4. MVEDD reserves the right, in its sole discretion, without liability, to utilize any or all of the RFP responses, including late responses, in its planning efforts. MVEDD reserves the right to retain and use all the materials, information, ideas, and suggestions therein, submitted in response to this RFP (collectively, the "Response Information"), and each Respondent must grant an unconditional and perpetual worldwide license without charge to MVEDD to use any copyright or other legally protected rights in and to the Response Information.

5. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFP. MVEDD will not be responsible for any costs incurred by Respondents related to preparing and submitting a response to this RFP, attending oral presentations, or for any other associated costs.