

REQUEST FOR PROPOSAL

By

ATHENS COUNTY, OHIO

For

**Conduit/ Fiber Installation in
Conjunction with the County's U.S. 50
Sewer System Improvement Project**

RFP Issue Date: April 2, 2019

RFP Response Due Date: April 30, 2019

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REQUEST FOR PROPOSAL

I. Project Overview

Athens County (the “County”) is issuing this Request for Proposal (“RFP”) for the installation of conduit and/ or fiber optics in coordination with the County’s U.S. 50 Sewer System Improvements Project (“Sewer Project”) (Project No. 000000000196430). The Sewer Project is a County-wide improvement project. The project is anticipated to require construction along twenty-nine (29) miles of new gravity and seven (7) miles of new force main sewer system (generally located along the properties highlighted on the map included in Exhibit A). Additional information regarding the Sewer Project is also available on the Sewer District’s website:

http://www.co.athensoh.org/residents/sewer_project.php

The County previously issued a Request for Information (“RFI”) on February 1, 2019 to identify options and opportunities for third party expansion of Broadband Infrastructure, as defined herein, in coordination with the Sewer Project to benefit County residents, businesses, community institutions, and government. Responses to the RFI were originally due on February 28, 2019, but the County extended the deadline to March 7, 2019. The RFI is considered closed and only those entities that responded to the RFI are permitted to submit a response to this RFP.

If a suitable arrangement is identified through this RFP, the County is seeking a third party to:

1. install conduit and/ or fiber, dark or lit, (“Broadband Infrastructure”) in local rights-of-way in coordination with the Sewer Project construction as a “dig once” initiative;
2. maintain the conduit and/ or fiber and other components necessary for an enhanced broadband network within the County;
3. operate the proposed broadband network; and
4. expand connectivity to locations of strategic importance to the County.

The County anticipates awarding a single private third party for the design, construction, operation, management, and maintenance of Broadband Infrastructure in the County. County members understand the value of Broadband Infrastructure that is accessible to residents, businesses, Internet Service Providers (“ISPs”), data centers, education, telemedicine and research facilities, and more. To that end, the County will strongly consider a proposal that not only addresses the four (4) priorities listed above, but will also possess the capabilities to position the County for the future. This can be achieved through existing carrier relationships, services offered, data center connections, network management experience, collaboration with other partners, and others.

Selection will be determined based on the criteria provided herein, with the awardee being the entity that best demonstrates its ability to deploy enhanced connectivity to the most locations. No funds have been appropriated by the County to enter into an agreement as described in this RFP.

II. RFP Responses

All responses must clearly and thoroughly address each of the components listed below. Respondents are advised to provide a level of thoroughness that will enable the County to achieve its objectives. Respondents are further advised to focus their responses on County-specific elements as opposed to including generalized or marketing statements and collateral.

All Respondents must include a copy of their RFI response as Attachment A to the RFP response. To the extent that any component was fully addressed by the Respondent within its RFI response, the Respondent may reference the particular provision of the RFI to which the County should refer to in its review. However, should the Respondent's answers to any portion of the RFI have changed since submitting the RFI, the Respondent should so note in its RFP response.

Respondents are advised that there is a twenty (20) page limit for responses to this RFP.

A. Proposed Build-out and Network Operations:

- What is the Respondent's proposed Broadband Infrastructure architecture, depicted via narrative and map? While the County does not have a network architecture preference, Respondents should provide a detailed explanation regarding its network and equipment selections, and why such infrastructure may be preferable to other options in the market.
- What is the estimated time for completion of the Respondent's proposed Broadband Infrastructure network? What information or support would be required from the County in order to meet the proposed timeline?
- Respondents are required to list any partners or outside vendors that will be utilized to complete any portion of the RFP. If a subcontractor or co-partner will be responsible for any portion of the RFP services, especially in maintaining the fiber network Service Level Agreements ("SLAs"), Respondent should identify its plan for replacing the subcontractor or co-partner if: (1) the subcontractor or co-partner's services are unsatisfactory, and/ or (2) they no longer are the subcontractor or co-partner. Be advised that any replacement subcontractor or co-partner must be approved by the County in advance of such subcontract or co-partner commencing any work related to this project.
- How would the proposed broadband network be scalable as residential, commercial, and institutional bandwidth demands in the County continue to increase in the future?
- Does the Respondent currently lease fiber and/ or conduit capacity to other entities within and/ or outside of the County and, if so, and are there any restrictions as to type of leasing entity? If the Respondent currently leases fiber to other entities, the Respondent shall clarify whether such fiber is dark or lit. If the Respondent currently leases fiber and/ or conduit capacity within the County, the Respondent may share whether there is excess capacity within its existing fiber and/ or conduit that the County may utilize, and whether the project contemplated herein will connect to such existing fiber and/ or conduit.

- To which significant networks does the Respondent’s network connect and how so (i.e., data centers, infeasible right-to-use (“IRU”) fiber, lit services, strategic alliances, etc.)?
- How does the Respondent currently ensure network redundancy and how will the Respondent continue to ensure network redundancy in its build out in the County?
- What uses for the proposed Broadband Infrastructure, as well as additional services, hardware, software, or assets will be made available to the County?
- Will the Respondent require any equipment from the County? Similarly, will the Respondent be seeking the County’s assistance with any land use acquisitions/permissions for its proposed build-out? If so, please describe such assistance in detail.
- Would other carriers/ entities have access to the proposed Broadband Infrastructure and, if so, what are the proposed limits to their use of/ access to the Broadband Infrastructure?
- What carriers, ISP’s, data centers, etc. are currently utilizing the Respondent’s network?
- What is the Respondent’s strategy to create protected circuits and create a ringed network?
- How would the costs be accounted for “last mile” construction to businesses and institutions (i.e., upfront payments, over the term of the contract, recovered in 6 months)?
- Respondent are to provide a proposed SLA for the applicable end users as an attachment to its RFP response that includes a full cost table, response times, emergency repair, etc.
- Once installed, how does the Respondent monitor its network? What equipment and/ or land access will be required by the Respondent for ongoing monitoring of its network?
- How does the Respondent ensure user protections and the security of its network?

B. Existing and Future Operations within the County:

- Does the Respondent currently maintain any office(s) and/ or staff within the County? If so, please provide the address of the office and/ or number of staff in the County.
- Does the Respondent currently provide broadband connectivity within the County? If so, what entities are permitted to use the network (i.e., residents, businesses, government, etc.) and how long has the network been available within the County to such users?
- The County’s preference is to work in collaboration with the selected third party. Collaboration can take many forms. How does the Respondent propose to work with the County and what are the purported benefits of such arrangement for both parties?
- How does the Respondent propose to coordinate its build-out with the Sewer Improvement Project team? What assistance will the Respondent require of the County?
- Why is expanding the Respondent’s network in the County important to the organization?

- How would your relationship with the County be strategically significant to the County, its member residents and businesses, the Respondent's organization, and other entities?
- How would Respondent market the Broadband Infrastructure to users in the County?
- From an economic development perspective, what practical vision does the Respondent see for broadband expansion in the region through a relationship with the Respondent?

C. Respondent Experience and Partnerships:

- Who are the Respondent's current partners for broadband expansion outside of the County and what use(s) does the Respondent have of its partners' applications and/ or platforms?
- How would such partners' applications and/ or platforms be made available for the County's use/ benefit should the Respondent be awarded under this RFP?
- Respondent should provide a narrative, including references and any measurable benefits, of any similar projects to that which the Respondent is proposing within the County.
- Who are the Respondent's most significant corporate and government clients?

D. Pricing Components:

- What is the Respondent's proposed rate structure for the various end users to which service will be available through the Respondent's build-out? In particular, Respondents must provide monthly service costs for residential customers, commercial customers, and institutional/ governmental customers (should such rates differ from commercial users).
- Any revenue opportunities for the County as a result of this RFP are considered secondary to the County's aforementioned priorities. However, Respondents should include any proposed revenue share opportunities with the County in sufficient detail for the County to analyze the potential benefit prior to issuing an award under this RFP.
- If applicable, Respondent should describe funding opportunities that could support its efforts with the County (for this project or others in the future).

III. Evaluation Criteria

It is the County's main intent through this RFP for a third party to expand Broadband Infrastructure in coordination with the Sewer Project to benefit County residents, businesses, community institutions, government, and overall economic development, and catalyze innovation. The County desires to create an environment that serves the County members' current and future technology needs, and establishes a platform that supports and facilitates existing, as well as new ISP, telecom carrier, and data center services expansion into the County. Bearing these priorities in mind, RFP responses shall be evaluated based on the following:

PROPOSED BUILD-OUT AND NETWORK OPERATIONS: 30 possible points

EXISTING AND FUTURE OPERATIONS WITHIN THE COUNTY: 30 possible points

RESPONDENT EXPERIENCE AND PARTNERSHIPS: 30 possible points

PRICING COMPONENTS: 10 possible points

TOTAL: 100 possible points

IV. Submittal Procedure

Respondents must submit one (1) printed original copy of their proposal, signed in ink, in a sealed envelope. Respondents may elect to either personally deliver, or mail, their proposals to the following County Authorized Representative:

Athens County Commissioners
Attn: Chris Chmiel
15 S. Court St.
Athens, OH 45701
(740) 592-3214
Cchmiel@athensoh.org

Following the RFP Issue Date, Respondents may make inquiries regarding this RFP at any time prior to the Response Due Date to the County Authorized Representative. Inquiries to the County Authorized Representative do not create exceptions to the terms and conditions of this RFP. All inquiries to and answers provided by the County Authorized Representative shall be shared with all Respondents in advance of the Response Due Date. Respondents shall not contact to discuss this RFP, any person who is an employee, officer, elected official or agent of the County, with respect to this RFP, except the County's Authorized Representative. The County may disqualify any Respondent who makes such contact.

The deadline for the submittal of proposals is no later than **Tuesday, April 30, 2019 5:00 P.M. EST**. Respondents may submit their proposals at any time prior to the above stated deadline. Failure to submit the required number of copies by this deadline may be subject for disqualification from the RFP process. The County shall bear no responsibility for submitting proposals on behalf of any Respondent. **In order to align with the Sewer Improvement Project, no extensions shall be granted for responses to this RFP.**

V. Proposal Format

All proposals should be electronically generated and the printed original must be signed in ink. Legibility, clarity and completeness are essential. One (1) electronic disk containing an Adobe Portable Document Format (PDF) version of all proposal materials should also be provided.

The proposal must be signed by an individual legally authorized to bind the Respondent.

VI. Examination of Documents and Requirements

Each Respondent shall carefully examine the RFP and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the County's intent.

Before submitting a proposal, each Respondent shall be responsible for making all investigations and examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all RFP provisions and requirements.

VII. Post-Proposal Discussions with Respondents

It is the County's intent to commence final negotiation with the Respondent deemed most advantageous to the County and most likely to deploy broadband to the most County locations. The County reserves the right to conduct post-proposal discussions with any Respondent.

VIII. Terms, Conditions, Limitations and Exceptions

1. This RFP does not commit the County to issue an award or to pay any costs incurred in the preparation of a proposal in response to this RFP.
2. The proposals will become part of the County's official files without any obligation on the County's part.
3. All proposals received and any or all-supporting documentation are subject to the State of Ohio Public Records Act and the provisions of Ohio Law. The County will use due diligence to protect materials clearly marked by any Respondent as "proprietary," "trade secret" or "confidential". General technology approach or business model information does not constitute "proprietary," "trade secret" or confidential information.
4. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the County.
5. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: (1) responding to this RFP, or (2) establishing a project team with the required experience and/or capability to provide the services specified herein. Conversely, the County can combine or consolidate proposals, or portions thereof, for the purposes mentioned herein.
6. All proposals submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.
7. The RFP and the related responses of the selected Respondent may by reference become part of any formal agreement between the selected Respondent and the County. The County and the selected Respondent may negotiate a contract or contracts for submission to the County for consideration and approval. In the event an agreement cannot be

reached with the selected Respondent, the County reserves the right to select an alternative Respondent. The County reserves the right to negotiate with alternative Respondent(s) the exact terms and conditions of the contract.

8. Respondents, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a proposal is submitted to the County.
9. The County may terminate its performance under a contract in the event of a default by the Respondent and a failure to cure such default after receiving notice of default from the County. Default may result from the Respondent's failure to perform under the terms of the contract or from the Respondent becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
10. The County reserves the right to unilaterally disqualify any Respondent who in the County's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, the County reserves the right to unilaterally disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data or information available to the County. This disqualification is at the sole discretion of the County. By submission of a proposal hereunder, the Respondent waives any right to object now, or at any future time, before any body or agency, including but not limited to, the County's elected officials, officers, agents, or employees, or any court, as to the exercise by the County of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the County.
11. The County shall have the unilateral right to reject any Respondent RFP response including, but not limited to the following:
 - (a) Failure to submit the RFP on time.
 - (b) Failure to submit the RFP to the correct location.
 - (c) Failure to submit the RFP in the prescribed electronic format and response copies as required.
 - (d) Failure to include all requested information.
 - (e) Taking exception to the terms, conditions, and specifications herein.

NOTE: Any deviation/ omission from the preceding list may void a Respondent response.

The issuance of this RFP and the acceptance of a proposal does not constitute an agreement by the County that any contract or other agreement will actually be entered into by the County. The County expressly reserves the right to:

- (a) Reject any or all proposals.
- (b) Reissue the RFP.
- (c) Accept portions of individual or multiple RFP responses.
- (d) Request more information and/or clarification of proposals from any or all Respondents.
- (e) Waive immaterial defect(s) or informality(ies).

The foregoing granting of exclusive negotiation rights does not commit the County to accept all or any of the terms of the proposal(s). Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated at any time by the County for failure to reach mutually acceptable terms.

12. The County reserves the right to request clarification of any proposal after all proposals have been received.
13. The County reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the County's interest. The County reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The County reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
14. Any disputes arising out of this agreement that result in litigation shall be litigated in the appropriate court in Athens County, Ohio.
15. This RFP, the responses thereto, and any awarded contract shall for all purposes be construed and enforced in accordance with the laws of the State of Ohio.
16. Entities submitting proposals must have the capacity to enter into a legally binding contract. All contract(s) amount(s), if any, resulting from this solicitation will be paid directly to the entity submitting accepted proposal(s). In any accepted proposal(s), to authorize payments directly to another third party upon contracting, the proposing entity may be required to fully execute such proper payment authorization forms as acceptable to the County.
17. The County reserves the right to conduct, for security reasons, a lawful background investigation on the selected Respondents, its principle party, personnel or subcontractors. Respondents agree to cooperate with the County in this endeavor and to provide any permitted, reasonably necessary information. The County will, upon the Respondent's written request, provide a copy of such background investigations to the Respondents, to the extent allowable by law. Dependent upon the results of the background check, the County may request the Respondents to immediately remove an individual from participation on this project. Respondents shall not knowingly assign any personnel with records of criminal conviction(s) to this Project without advising the County of the nature and gravity of the offense. In fulfilling the obligations under this section, the County and the Respondents shall comply with all laws, rules, and regulations relating to the making of investigative reports and the disclosure of the information contained therein. The County and the Respondents shall, if allowed by law, indemnify, defend, and hold each other harmless against any wrongful disclosure by the indemnifying party, its employees, and/or agents of said reports and the information contained therein.
18. All selected Respondents shall be required in the course of the project to cooperate fully, and in any reasonable manner the County shall request, with all of the County officials,

officers, agents, employees, contractors, subcontractors and volunteers. Further, selected Respondents shall be required to coordinate their implementation(s) with all other selected Respondents and all other projects that are being undertaken by the County. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, the County shall be immediately informed and will determine the manner in which the parties are to proceed.

EXHIBIT A

Sewer Improvement Project Map