

# **REQUEST FOR PROPOSAL**

**By**

**CITY OF DUBLIN, OHIO**

**For**

## **BUILDING AND OPERATING A CITYWIDE FIBER TO THE HOME SYSTEM**

**RFP Issue Date: Friday July 8, 2022**

**RFP Response Due Date: 5:00 PM EST Monday August 8,  
2022**

**Determination and Potential Vendor Selection Date:  
October, 1 2022**

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# 1 REQUEST FOR PROPOSAL

## I. Goal and Background

### Goal

Dublin City Council has articulated the Visionary Goal of becoming the Most Connected City in the Nation. Upon this expression, having identified “Connected Dublin” as the umbrella designation for a collection of projects, technologies, and initiatives, which includes more than the original visionary goal, it is understood that Council is referring to Broadband Internet connectivity specifically, and digital connectivity generally.

According to the State of Ohio, 83% of the populated area and 40% of households in Dublin do not have access to fixed broadband service at the Federal Communications Commission (“FCC”) definition of 25 Mbps download/ 3 Mbps upload. This definition is only anticipated to increase, likely leaving even more Dublin residents without broadband.

We are defining being the Most Connected City as *competitive access to Broadband Internet services* of at least 10 Gbps for *100% of Dublin residents*. For the purposes of the Most Connected goal, we are defining **Broadband Internet service** as symmetrical 10 Gbps or greater. Finally, **100% of Dublin residents** means every home, neighborhood, residence, or apartment.

### Background

Dublin is served by multiple Internet Service Providers (ISPs), including some large incumbent Telecommunications Carriers. Dublin has a reputation as a highly connected community, thanks in part, to the success of the Dublin Fiber Optic System, the Intelligent Community Forum Institute, and other positive messaging the City has made. Our residents have expressed a strong desire to improve their access to higher Internet speeds, lower service costs, and better customer service. A portion of the City appears to have access to only a single Internet Service provider. Only part of the City appears to have access to services that include 100 Mbps or greater.

Dublin undertook a survey to determine the experience residents are having with their services. Survey responses show the locations where service provision is not competitive. As an example, a Hyland-Croy corridor of neighborhoods appears to have insufficient competition, and portions of the Ballantrae neighborhood have the same problem. The fiber optic system the City owns was not designed to reach residential areas. The recent expansion of fiber to reach the buildings and facilities of the Dublin City Schools District has resulted in more fiber owned by the City being located within residential neighborhoods. The City’s fiber optic system today is not positioned to provide Internet service to residents over its own infrastructure.

Multiple Internet Service Providers have indicated an interest in serving both our noncompetitive areas and our well serviced areas with higher bandwidths under a variety of circumstances. For some, an opportunity to use City owned fiber to reach neighborhoods is a key opportunity.

Others are less dependent on City owned fiber resources. Some companies propose a direct fiber connection to homes, while others propose a “Fixed Wireless” option that would deliver high-speed Internet service through a wireless protocol similar to WIFI.

The Dublink Fiber Optic system was conceived as an infrastructure investment in Dublin’s future to preserve Right-Of-Way. The system carries high speed Internet service in a ring around Central Ohio, making it a high value asset that can be used for strategic opportunities. The City currently uses its own fiber for our internal network, available for City operations including our telephone system and communications between City facilities. By using the fiber in this way, the City is saving on what would otherwise be third-party costs.

The City has expanded a robust Economic Development program on the foundation of Dublink. The asset has been used as an underpinning of Economic Development Agreements that have attracted or retained some of the most valuable corporate citizens that make Dublin the envy of the region. Using this asset instead of or as a supplement to tax incentives has also helped Dublin preserve revenues that might otherwise have been sacrificed in the interest of attraction or retention. Dublink fiber has enabled a cooperative relationship between the City and the Ohio Academic Resource Network (OARNet), which has led to collaborative projects for many years. Dublin is the only Municipality in possession of a GENI (Global Environment for Network Innovation) rack, which is a technology for Internet Layer 2 research from the National Science Foundation, thanks in part to this collaborative relationship with OARNet.

The 100 gig Project / Dublink Transport Network leverages the infrastructure to deliver Internet transport services at speeds up to 100 gigabits per second, initially intended only for businesses in Dublin’s aging legacy office parks, but can be made available anywhere there is Dublink fiber. This Transport network establishes a direct fiber connection from legacy and other office buildings to either one of two Data Centers within Dublin, where businesses can choose between service providers. Not only does this service increase the value of these Dublin business addresses, but it also enhances our reputation as an Intelligent Community, an Innovator, and a location of choice for Internet intense businesses, especially those bringing higher salaried professional and tech jobs.

The third use of Dublin’s fiber program has been the direct lease of dark fiber to companies. Usually for lengths of 10 or 20 years, these long term leases have been a source of revenue for the city for many years. Companies use Dublin’s fiber to deliver service to their own customers. In each case, our use of fiber assets results in either cost savings (administrative use), Economic Development benefits (attracting high paying jobs), or direct revenue to the City (fiber leases).

## **II. Project Overview and Requirements**

As stated above, the goal of the City is to have 10 gigabits of internet service available to each home, apartment and business within the Dublin city limits. The Proposal would be for a Company to build, own and operate such a fiberoptic network. The City would neither own nor operate the Network but would be willing to contribute assets, such as Dublin’s own Fiberoptic Network and Conduit plus Dublin would be willing to contribute some portion of the costs of building the network.

## **Architecture**

All fiber, XGS-PON 10 gig capable. Other architecture would be considered provided they deliver the minimum of 10 gigabits speeds; another acceptable architecture would be (NG PON2).

The Respondent should list what other services it will provide using the Network. Services such as VOIP, games, video services, WIFI and other possible experimental services. Respondent should let Dublin know if it will allow other vendors to utilize the network. This is not a requirement but as a consideration.

## **Customer Service Standards**

Respondent should provide Dublin with its customer service standards including such things as phone answering times, repair times, installation times, if there would be a local office, and the location of phone answering facility.

## **Budget and Costs**

Respondent should provide Dublin with the cost of the proposed network and should indicate if any contribution will be required from Dublin. If Dublin is expected to contribute, Respondent should indicate how Dublin will be reimbursed for its investment or if Respondent does not intend to reimburse Dublin.

## **Dublin Facilities**

Dublin is willing to make available excess fiber it possesses in Dublin's fiber system. Dublin is also willing to allow the winning vendor to use space in the conduit that Dublin owns within Dublin. Attached for your review as an Exhibit A is information regarding both the fiber and conduit availability. Additionally, there are two data centers in Dublin that are willing to host the facilities necessary to operate this fiberoptic network. Data regarding those facilities is also attached as Exhibits B and C.

## **III. 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 Dublin to clearly understand how the proposal will allow Dublin to achieve its objectives. Respondents should focus their responses on Dublin-specific elements as opposed to including generalized or marketing statements and collateral.

### **A. Respondent and Sub-Contractor Information**

- Organization name, address, phone, email, and website
- Contact person name, title, address, phone, and email (if different from the above)
- MBE/WBE/VBE/DOBE Certifications

- Overview of Respondent’s services and statement of core business competencies, particularly any such services currently available in Dublin and/or in Ohio.
- Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into or within Dublin, and how such network expansion fits within Respondent’s broadband footprint.
- Partners or outside vendors that will be utilized to complete any portion of the Project. If a subcontractor or partner will be responsible for any portion of the services, Respondent should identify its plan for replacing the subcontractor or co-partner if: (1) the subcontractor or partner’s services are unsatisfactory, and/or (2) they no longer are the subcontractor or partner. Be advised that Dublin must be notified of any replacement subcontractor or partner in advance of such subcontract or partner commencing any work related to the Project.

**B. Respondent Experience and Partnerships**

- Overview prior experience designing, planning, constructing, financing, operating, and/ or maintaining infrastructure and projects like the proposed project for Dublin. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing for Dublin.
- Overview and resumes for Respondent’s executive team and any individuals who will be directly involved in the proposed Project in Dublin.

**C. Respondent Proposed Build-Out and Network Operations**

- Proposed fiber network architecture, including the incorporation of existing conduit assets through mutually agreeable lease arrangements with Dublin Development Company.
  - Regarding fiber optics, please further detail:
    - (1) whether the network will be XGS-PON, or otherwise;
    - (2) whether the fiber infrastructure will be provided to the home (“Fiber-to-the-Home” or “FTTH”)/ to the premise (“Fiber-to-the-Premise” or “FTTP”), to the node (“Fiber-to-the-Node” or “FTTN”), or other;
    - (3) the total number of strands proposed in the network; and
    - (4) how many of said strands will be allocated to Dublin for its use.
- Proposed phases, cost, and estimated timeline for each phase, if applicable; and estimated cost and timeline for full Project completion.

- **Respondent should fully detail the information and/or support that would be required from the City of Dublin in order to meet the proposed timelines, including, but not limited to financial contribution, permits, consents, approvals, authorizations; access to available assets including fiber, conduits, real estate, and/or vertical assets; public outreach and education campaigns; and network testing.**
  - **If Respondent is seeking financial contribution from Dublin, it must detail what percentage this constitutes of the overall project cost.**
  - **If Respondent is seeking access to Dublin-owned assets, it must provide a list of the asset(s) and cost that it is willing to contribute, if any, in order to be granted access to such asset(s).**
- Any supply chain and/or labor needs or issues upon which the timeline is contingent. The Respondent shall further provide its plan for training and staffing of the Project to overcome any labor shortages.
- Scalability of the proposed Broadband Infrastructure as residential, commercial, and institutional bandwidth demands in Dublin continue to increase.
- Whether the Respondent currently owns and/or operates broadband infrastructure within Dublin and how would such infrastructure be contributed to the Project.
- How does the Respondent ensure user protections and the security of its network?
- Any Respondent awarded under this RFP shall deliver service of at least 10 gbps download/10 gbps upload and (“symmetrical”) service to end-users in Dublin. Please detail how the Respondent will ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to Dublin and/or such users.

**D. Respondent Pricing Components**

- Respondents shall provide their proposed rate structure for the various end users to which service will be available through the proposed build-out. Respondents must provide one-time costs, such as customer premise equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.
- Respondents shall detail how it will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.
- Network monitoring and customer support/customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

- Revenue-share or repayment to Dublin from the Project are considered secondary to Dublin's priorities. However, Respondents should include any proposed revenue-share opportunities in sufficient detail for Dublin to analyze the potential benefit prior to issuing award under the RFP.
- If applicable, Respondent should describe additional funding opportunities that could support its efforts with Dublin (for this project or others in the future).

**E. Respondent Existing and Future Operations within Dublin**

- Current Respondent office(s) and/ or staff within Dublin. If so, please provide the address of the office and/or number of staff in Dublin. If not, please provide the address of your closest office location to Dublin.
- Middle mile infrastructure currently owned, leased, or otherwise used by the Respondent in Dublin. If additional middle mile construction will be needed in order to provide the project contemplated herein, Respondent should detail such construction, including projected cost and timeline by phase, if applicable. Respondents shall further detail what proportion of such cost they would seek from Dublin as a contribution to the total project deployment.
- Last-mile broadband service that the Respondent currently offers in Dublin, as well as what entities use and are permitted to use such service in Dublin (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within Dublin.
- Dublin's preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Respondent proposes to work with Dublin and the purported benefits of such arrangement for each party.
- How the Respondent will market the Broadband Infrastructure to users in Dublin, once available and what assistance is expected from Dublin for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
- Any low-cost offers that would be made available with Respondent's service, such as the Affordable Connectivity Program ("ACP").
- Any additional digital inclusion efforts included in the Respondent's Project.
- Any additional services that will be made available in Dublin through the Respondent's proposed project. This includes, but is not limited to, VOIP, video, gaming and Internet of Things ("IoT") use cases such as precision agriculture, smart utility monitoring, and others.

**IV. Evaluation Criteria**

RFP responses shall be evaluated based on the following criteria:



**RESPONDENT EXPERIENCE AND PARTNERSHIPS:        10 possible points**

**PROPOSED BUILD-OUT AND NETWORK OPERATIONS: 10 possible points**

**PRICING COMPONENTS: 10 possible points**

**FINANCIAL, TECHNICAL AND MANAGERIAL STABILITY: 10 possible points**

**EXISTING AND FUTURE OPERATIONS WITHIN THE CITY: 10 possible points**

**INNOVATION: 10 possible points**

**Total: 60 possible points**

**V.     Proposal Format and Submittal Procedure**

All proposals must be electronically generated in a format capable of being used by Dublin. Respondents must submit four (4) printed paper copies of their proposal and one (1) Portable Document Format (PDF) version of all proposal materials saved on a USB flash drive to Dublin at **5555 Perimeter Drive, Dublin, Ohio 43017**.

Following the RFP Issue Date, Respondents may submit questions regarding this RFP at any time prior to 5:00 PM EST Monday July 18, 2022 Eastern via electronic mail to the following address (the “City Authorized Representative”): Deidra Wolf (dwolf@dublin.oh.us). Any individual who would like to receive future updates on this RFP must submit their name, organization, and email address to the City Authorized Representative by such deadline as well. Questions submitted to the Authorized Representative do not create exceptions to the terms and conditions of this RFP.

All questions submitted to, and answers provided by the City Authorized Representative shall be shared on or before Monday July 25, 2022 with those individuals who submitted their name, organization, and email address in accordance with the requirements above. Respondents shall not contact any person who is an employee, officer, elected official or agent of Dublin with respect to this RFP, except for the Authorized Representative. Dublin may disqualify any Respondent who makes such contact.

The deadline for Dublin’s receipt of a Respondent’s proposal, in both the printed and PDF versions as outlined above, is 5:00 PM EST Monday August 8, 2022. Respondents may submit their proposals any time prior to the above stated deadline. Failure to submit the required formats and number of copies by this deadline may be subject to disqualification from the RFP process. Dublin shall bear no responsibility for submitting proposals on behalf of any Respondent. **No extensions shall be granted for responses to this RFP.**

**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 intent and requirements. Before submitting a proposal, each Respondent shall be responsible for making all

investigations and examinations necessary to ascertain conditions affecting the intent and requirements. Failure to make such investigations and examinations shall not relieve the Respondent from its obligation to comply, in every detail, with all RFP provisions and requirements.

## **VII. Post-Proposal Discussions with Respondents**

Dublin's intent is to commence final negotiations with the Respondent deemed most advantageous to Dublin. Dublin reserves the right to conduct post-proposal discussions with any Respondent.

## **VIII. Terms, Conditions, Limitations and Exceptions**

1. This RFP does not commit Dublin 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 Dublin's official files without any obligation on Dublin'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 City will use reasonable due diligence where lawful 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 Dublin.
5. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s) or Third Party, 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, Dublin 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 Dublin. Dublin and the selected Respondent may negotiate a contract or contracts for submission to Dublin for consideration and approval. In the event an agreement cannot be reached with the selected Respondent, Dublin reserves the right to select an alternative Respondent. Dublin 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 Dublin.
9. Dublin may terminate its review of a Respondent's proposal or an Awardee's performance under a contract in the event of a default by the Respondent or Awardee and a failure to cure such default after receiving notice of default from Dublin. Default may result from the Respondent's or Awardee's failure to perform under the terms of the contract or from the Respondent or Awardee becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
10. Dublin reserves the right to unilaterally disqualify any Respondent who in Dublin's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, Dublin reserves the right to unilaterally disqualify any Respondent based on any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data or information available to Dublin. This disqualification is at the sole discretion of Dublin. 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, Dublin's elected officials, officers, agents, or employees, or any court, as to the exercise by Dublin of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by Dublin.
11. Dublin shall have the unilateral right to reject any Respondent RFP response including, but not limited to the following:
  - (a) Failure to submit the RFP response for Dublin to receive it by the deadline of 5:00 PM EST Monday August 8, 2022.
  - (b) Failure to submit the RFP response to the correct location.
  - (c) Failure to submit the RFP response in the prescribed formats and number of copies.
  - (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 Dublin that any contract or other agreement will be entered into by Dublin. Dublin 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 Dublin 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 Dublin for failure to reach mutually acceptable terms.

12. Dublin reserves the right to request clarification of any proposal after all proposals have been received.
13. Dublin reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves Dublin's interest. Dublin reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. Dublin 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 attorn to the jurisdiction of an appropriate court either state or federal, for Dublin, Ohio.
15. This RFP, the responses thereto, and any awarded contract thereunder shall for all purposes be construed and enforced in accordance with the laws of the State of Ohio and the United States of America without regard to conflict of law principles. All Respondents shall comply with any and all applicable orders, rules or regulations of the Federal Communications Commission ("FCC"), Public Utilities Commission of Ohio ("PUCO"), and Federal and State law in submitting a response to this RFP, and during the term and in performance of any contract awarded as a result of this RFP.
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 Dublin.
17. Dublin reserves the right to conduct, for security reasons, a lawful background investigation on the selected Respondents, its principal party, personnel or subcontractors. Respondents agree to cooperate with Dublin in this endeavor and to provide any permitted, reasonably necessary information. The City will, upon the Respondents' 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, Dublin 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 Dublin of the nature and gravity of the offense. In fulfilling the obligations under this section, Dublin and the Respondents shall comply with all laws, rules, and regulations relating to the making of investigative reports and the disclosure of

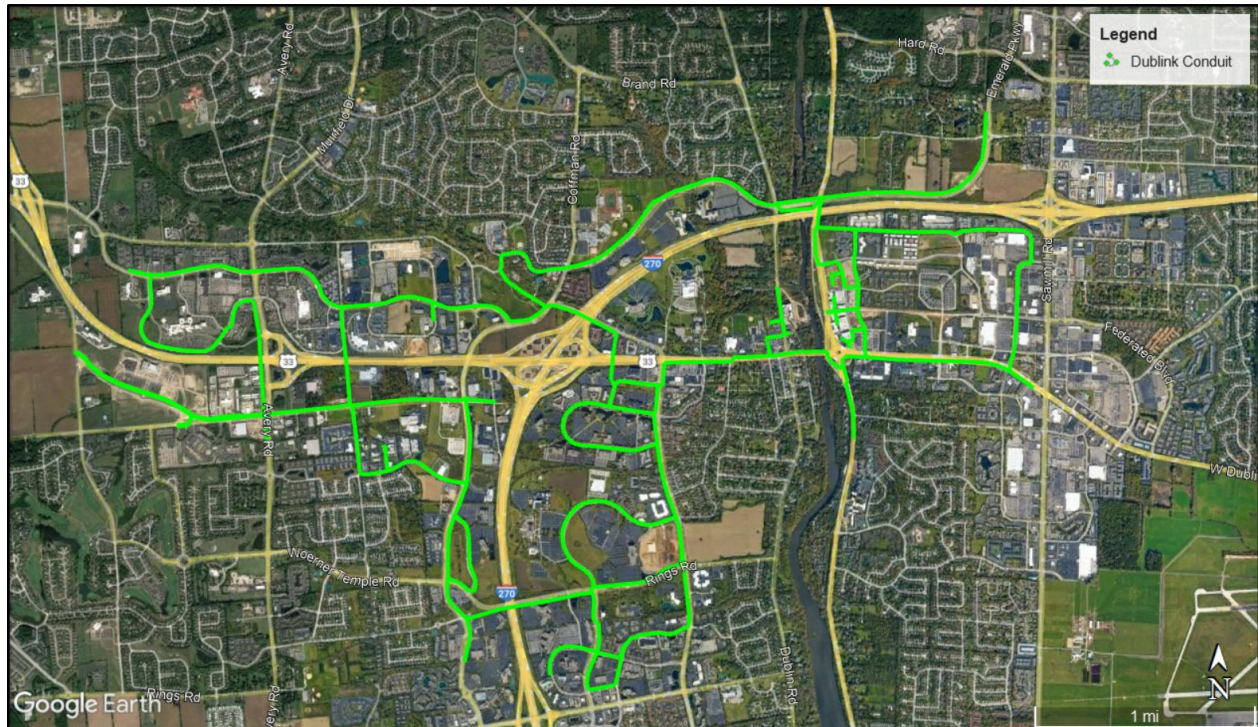
the information contained therein. Respondents shall, if allowed by law, indemnify, defend, and hold Dublin harmless against any wrongful disclosure by Respondents, its employees, and/or agents of said reports and the information contained therein.

18. All selected Respondents shall be required during the project to cooperate fully, and in any reasonable manner Dublin shall request, with all Dublin 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 Dublin. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, Dublin shall be immediately informed and will determine the way the parties are to proceed.

IX. Exhibits

Exhibit A

Dublink Conduit and Dublin Transport Fiber



The green line is the existing Dublink conduit system with available capacity.



## Exhibit B

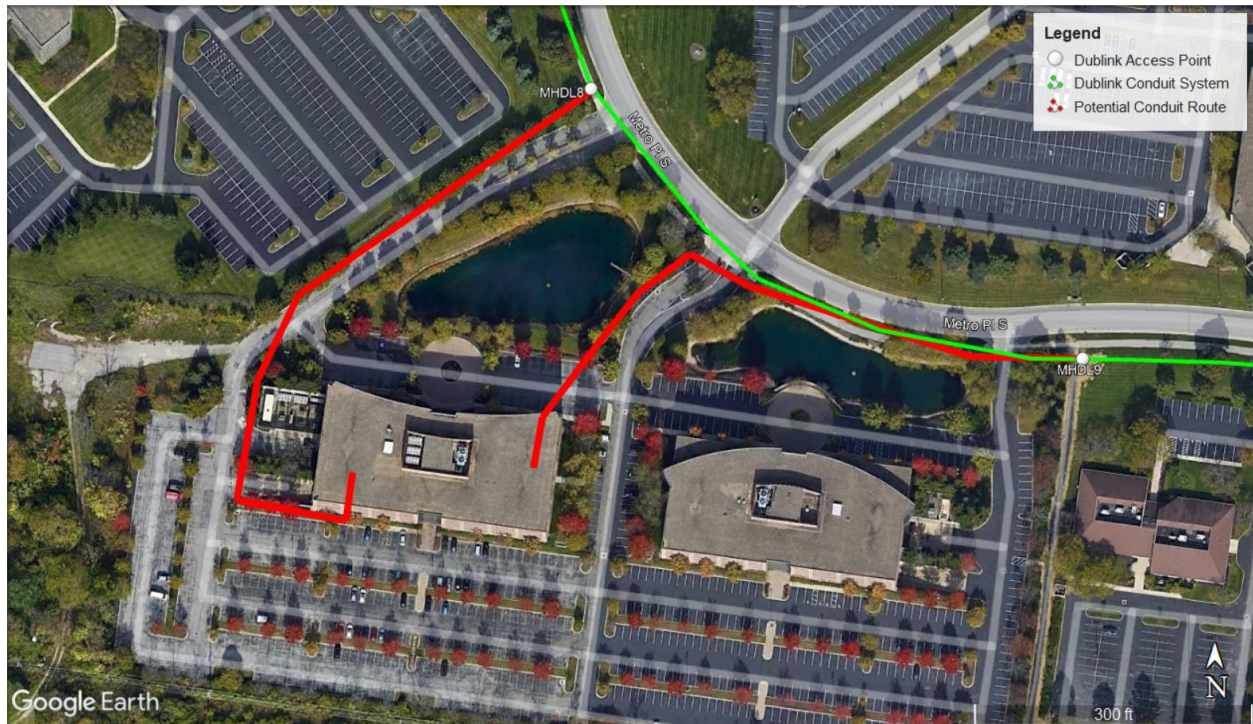
### Expedient Data Center



The green line is an existing Dublink conduit with available capacity. The blue line is the existing Expedient lateral conduit to get into the MMR and/or Data Center space.

## Exhibit C

### Dart Points Data Center



The green line is an existing Dublinlink conduit with available capacity. Red lines are potential lateral conduit routes to connect to existing conduits inside 565 Metro Place that will connect up to Dart Points Data Center MMR and/or Data Center space.