

CITY OF KIRTLAND
RESOLUTION NUMBER 23-R-14

A RESOLUTION AUTHORIZING THE MAYOR, THROUGH THE CITY'S IT CONSULTANT, TO SOLICIT A REQUEST FOR PROPOSAL FOR THE BUILDING AND OPERATING OF CITYWIDE FIBER INTERNET TO THE CITY OF KIRTLAND, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor, with the assistance of the City's IT consultant at Fairsite Technologies, has determined that having broadband internet connectivity throughout the community is important to the wellbeing of its residents, the businesses, city services, places of worship, etc.; and

WHEREAS, the IT consultant has drafted a Request for Proposal, which is attached hereto as Exhibit A, to solicit various proposals for the construction and implementation of a proposed citywide internet service provider; and

WHEREAS, the Mayor agrees with his consultant and requests authorization from this Council to solicit said proposals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION 1: The Mayor and/or IT consultant are hereby authorized to solicit requests for proposal for the building and operating of citywide fiber internet to the City of Kirtland, said request for proposal is in its substantial form as incorporated herein as Exhibit A.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare of the citizens of the City of Kirtland. The emergency is necessary in order to allow the City to seek to improve the welfare of its residents by the potential upgrade or installation of broadband fiber internet services. Therefore, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of

five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____

Second Reading: _____

Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2023.

ATTEST:

Approved by the Mayor on this _____
day of _____, 2023.

Clerk of Council
RFP for Citywide ISP

Mayor Kevin F. Potter

REQUEST FOR PROPOSAL

By

CITY OF KIRTLAND, OHIO

For

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

RFP Issue Date: {{{ISSUE DATE}}}

RFP Pre-Bid Meeting Date: {{{Pre-Bid Date}}}

RFP Response Due Date: {{{Response Date}}}

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I. Goal and Background

Goal

The City of Kirtland realizes the need for broadband Internet connectivity throughout the community and has taken on an initiative to provide broadband fiber based connectivity to all residents, businesses, city facilities, and places of worship in the community.

Background

The City of Kirtland is approximately 17 square miles with a population, as of the 2020 census, of 6,937 people and about 2,578 households. The median housing value is \$313,500. The median household income is \$106,471, and the number of houses with a computer is 92% and the number of households with a broadband internet connection as of 2020 was 90.4%

Kirtland is served by two primary internet service providers. Spectrum and AT&T service split the majority of the doorways within the city, with Spectrum being the only provider of what the FCC considers true broadband connectivity. Our residents have expressed a strong desire to improve their access to higher Internet speeds, lower service costs, and better customer service.

The City of Kirtland issued a survey to the community in 2021 asking about various broadband related questions and one of the key points was that approximately 95% of the customer base was with one provider (Spectrum).

II. Project Overview and Requirements

As stated above, the goal of the City is to have 1 gigabit of internet service available to each home, apartment, business, city building, and place of worship within the Kirtland city limits. The Proposal would be for a Company to build, own and operate such a fiber optic network. The City would neither own nor operate the Network but would be willing to contribute assets in the form of city owned property and capital funds.

Architecture

All fiber, should be 10 gig capable fiber technology. While the initial project only requires 1-gigabit speed be delivered to the customer sites, the infrastructure should be capable of **10 gigabit for future growth.**

The Respondent should list what other services it will provide using the Network. Services such as VOIP, games, video services, WIFI etc. Respondent should let Kirtland know if it will allow other vendors to utilize the network. This is not a requirement but will be considered favorably if proposed.

Customer Service Standards

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

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 Kirtland to clearly understand how the proposal will allow Kirtland to achieve its objectives. Respondents should focus their responses on Kirtland-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 Kirtland 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 Kirtland, 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 Kirtland 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 Kirtland. 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 Kirtland.
- Overview and resumes for Respondent's executive team and any individuals who will be directly involved in the proposed Project in Kirtland.

C. Respondent Proposed Build-Out and Network Operations

- Proposed fiber network architecture
- Regarding fiber optics, please further detail:
 - whether the network will be GPON, GEAPON, XGS-PON, NGPON2 or otherwise;
 - 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;
 - the total number of strands proposed in the network; and
 - how many of said strands will be allocated to Kirtland 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 Kirtland 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 Kirtland, it must detail what percentage this constitutes of the overall project cost.
- If Respondent is seeking access to Kirtland-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 Kirtland continue to increase.
- Whether the Respondent currently owns and/or operates broadband infrastructure within Kirtland 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 1 gbps download/1 gbps upload and (“symmetrical”) service to end-users in Kirtland. Please detail how the Respondent will ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to Kirtland 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 Kirtland from the Project are considered secondary to Kirtland's priorities. However, Respondents should include any proposed revenue-share opportunities in sufficient detail for Kirtland 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 Kirtland (for this project or others in the future).

E. Respondent Existing and Future Operations within Kirtland

- Current Respondent office(s) and/ or staff within Kirtland. If so, please provide the address of the office and/or number of staff in Kirtland. If not, please provide the address of your closest office location to Kirtland.
- Middle mile infrastructure currently owned, leased, or otherwise used by the Respondent in Kirtland. 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 Kirtland as a contribution to the total project deployment.
- Last-mile broadband service that the Respondent currently offers in Kirtland, as well as what entities use and are permitted to use such service in Kirtland (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within Kirtland.
- Kirtland's preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Respondent proposes to work with Kirtland and the purported benefits of such arrangement for each party.
- How the Respondent will market the Broadband Infrastructure to users in Kirtland, once available and what assistance is expected from Kirtland 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 Kirtland 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.

F. Assets

- The City owns the property at 8480 Euclid Chardon Rd, parcel 20A029A000050, that would be available as an asset that could be included in this project if necessary.

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 Kirtland. 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 Kirtland at **9301 Chillicothe Rd., Kirtland, OH 44094**

Following the RFP Issue Date, Respondents may submit questions regarding this RFP at any time prior to {{{question date & time deadline}}} Eastern via electronic mail to the following address (the “City Authorized Representative”): {{{bid submission representative name and email}}} 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 {{{question end submission date}}} 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 Kirtland with respect to this RFP, except for the Authorized Representative. Kirtland may disqualify any Respondent who makes such contact.

The deadline for Kirtland's receipt of a Respondent's proposal, in both the printed and PDF versions as outlined above, is 5:00 PM EST {{{proposal submission date}}}. 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. Kirtland 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

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

VIII. Terms, Conditions, Limitations and Exceptions

1. This RFP does not commit Kirtland 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 Kirtland's official files without any obligation on Kirtland'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 Kirtland.
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, Kirtland 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 Kirtland. Kirtland and the selected Respondent may negotiate a contract or contracts for submission to Kirtland for consideration and approval. In the event an agreement cannot be reached with the selected Respondent, Kirtland reserves the right to select an alternative Respondent. Kirtland 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 Kirtland.
9. Kirtland 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 Kirtland. 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. Kirtland reserves the right to unilaterally disqualify any Respondent who in Kirtland's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, Kirtland 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 Kirtland. This disqualification is at the sole discretion of Kirtland. 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, Kirtland's elected officials, officers, agents, or employees, or any court, as to the exercise by Kirtland of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by Kirtland.

11. Kirtland 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 Kirtland to receive it by the deadline of {{{submission deadline date time}}}
- (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 Kirtland that any contract or other agreement will be entered into by Kirtland. Kirtland 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 Kirtland 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 Kirtland for failure to reach mutually acceptable terms.

12. Kirtland reserves the right to request clarification of any proposal after all proposals have been received.

13. Kirtland reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves Kirtland's interest. Kirtland reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. Kirtland 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 Kirtland, 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 Kirtland.

17. Kirtland 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 Kirtland 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, Kirtland 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 Kirtland of the nature and gravity of the offense. In fulfilling the obligations under this

section, Kirtland 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 Kirtland 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 Kirtland shall request, with all Kirtland 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 Kirtland. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, Kirtland shall be immediately informed and will determine the way the parties are to proceed.