

**SHELBY COUNTY
FIXED WIRELESS SOLUTION
REQUEST FOR PROPOSAL**

I. Project Overview

- A. The Board of County Commissioners, Shelby County, Ohio (*the "Commissioners"*) are issuing this Request for Proposal ("RFP") to seek a third party to lease existing vertical assets in Shelby County, specific to emergency communication towers, for a fixed wireless solution (collectively the "Broadband Infrastructure") to improve broadband access for education, job creation, healthcare, and more in Shelby County (collectively the "Project").
- B. Given the topography, demographics, population density, and existing infrastructure within Shelby County, we anticipate a wireless deployment will be the most cost- and time-effective solution to meet local connectivity needs in the short-term and possibly the only solution to connect high-cost areas in Shelby County.
- C. Any selected Applicant ("Awardee") shall be responsible for the construction, where applicable, maintenance and operation of the Broadband Infrastructure under the Project and the associated backhaul connectivity. Further Applicants may propose a privately owned and operated network solution, a publicly owned network solution, or a combination thereof (i.e., a public-private partnership or "P3"). The Commissioners will consider any reasonable and responsible proposal that addresses the priorities listed above and positions Shelby County for the future. Further, the Awardee should provide clear information to end users regarding monthly service rates and actual speeds supplied to users on the network.
- D. The Commissioners 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. This can be achieved through existing carrier relationships, services offered, data center connections, network management experience, collaboration with other partners, innovative business models, and others.
- E. It is the Commissioners' expectation that the awarded Project shall provide licensed wireless services to the unserved broadband addresses who reside within a 4-mile radius of the Shelby County emergency communications towers. The Commissioners shall retain the right to re-evaluate the Project and selected Awardee at any time during the network deployment.
- F. Upon award, the Awardee shall provide the Commissioners with a suggested contract document for negotiation and proposed Project schedule and communicate with the Commissioners, or their designated representative(s), throughout the Project regarding any schedule changes. The parties may agree upon terms for extensions or renewals of the contract pursuant to ORC Section 307.861.
- G. The Commissioners anticipate awarding a single contract for the Project. Selection will be determined based on the criteria provided herein, with the Awardee being the applicant that best demonstrates its ability to deploy robust broadband connectivity the most cost-effectively, to the most locations, and at the most affordable rates in Shelby County.
- H. The Commissioners may be willing to contribute funds for this Project. A financial contribution to the Project will be at the Commissioners' discretion.

- I. The Emergency Communications system is the primary purpose and overall priority of the existing vertical assets. Broadband Infrastructure shall have secondary priority and shall not cause disruption to the Emergency Communications system. Certification from a wireless consulting firm is to be provided. A structural analysis may be required.

II. **RFP Responses**

- A. All responses must clearly and thoroughly address each of the components listed below. Applicants are advised to provide a level of thoroughness that will enable the Commissioners to clearly understand how the proposal will allow Shelby County to achieve its objectives. Applicants should focus their responses on Shelby County-specific elements as opposed to including generalized or marketing statements and collateral.

i. **Applicant and Sub-Contractor Information**

- Organization name, address, phone, email, and website
- Contact person name, title, address, phone, and email (if different from the above)
- Overview of Applicant's services and statement of core business competencies, particularly any such services currently available in Shelby County and/or surrounding counties
- Brief explanation as to why the Applicant is interested in this RFP and expanding its broadband service offerings into or within Shelby County, and how such network expansion fits within Applicant'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, Applicant 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 the Commissioners must be notified of any replacement subcontractor or partner in advance of such subcontract or partner commencing any work related to the Project.

B. **Experience and Partnerships**

- i. Overview of prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the proposed Project. Applicants are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Applicant is proposing for Shelby County.
- ii. Overview and resumes for Applicant's executive team and any individuals who will be directly involved in the proposed Project.

C. Proposed Build-Out and Network Operations

- i. Proposed licensed wireless network architecture utilizing existing vertical assets, the emergency communication towers, through mutually agreeable lease arrangements with the Commissioners.
- ii. Proposed phases, cost, and estimated timeline for each phase, if applicable; and estimated cost and timeline for full Project completion.
 - Applicant should fully detail the information and/or support that would be required to meet the proposed timelines.
- iii. Any supply chain and/or labor needs or issues upon which the timeline is contingent. The Applicant shall further provide its plan for training and staffing of the Project to overcome any labor shortages.
- iv. Scalability of the proposed Broadband Infrastructure as residential, commercial, and institutional bandwidth demands in Shelby County continue to increase.
- v. Whether the Applicant currently owns and/or operates broadband infrastructure within Shelby County and how such infrastructure would be contributed to the Project.
- vi. How does the Applicant ensure user protections and the security of its network?
- vii. Any Applicant awarded under this RFP shall deliver service of at least 100 Mbps download/20 Mbps upload and scalable to 100 Mbps download and 100 Mbps upload (“symmetrical”) service to end-users in Shelby County. Please detail how the Applicant will ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to Shelby County and/or such users.
- viii. Provide detailed information on the percentage of Shelby County residents who will receive service of at least 100 Mbps download/20 Mbps upload and scalable to 100 Mbps download and 100 Mbps upload (“symmetrical”) service.

D. Pricing Components

- i. Applicant shall provide their proposed rate structure for the various end users to which service will be available through the proposed build-out. Applicant 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.
- ii. Applicant 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.
- iii. Network monitoring and customer support/customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

- provide a description of customer service capability, include any relevant information including, but not limited to, how long it takes to resolve complaints, wait times for customer service, surveys of customer satisfaction, or other relevant information detailing the customer service capability
- iv. Revenue-share opportunities for Shelby County from the Project are considered secondary to Shelby County's priorities. However, Applicant should include any proposed revenue-share opportunities in sufficient detail for the Commissioners to analyze the potential benefit prior to issuing award under the RFP. For example, monthly rent, annual fee, etc.
- v. If applicable, Applicant should describe additional funding opportunities that could support its efforts with Shelby County (for this Project or others in the future).

E. Existing and Future Operations within Shelby County

- i. Current office(s) and/or staff within Shelby County. If so, please provide the address of the office and/or number of staff in Shelby County. If not, please provide the address of your closest office location to Shelby County.
- ii. Middle mile infrastructure currently owned, leased, or otherwise used by the Applicant in Shelby County. If additional middle mile construction will be needed in order to provide the Project contemplated herein, Applicant should detail such construction, including projected cost and timeline by phase, if applicable. Applicant shall further detail what proportion of such cost they would seek from the Commissioners as a contribution to the total Project deployment.
- iii. Last-mile broadband service that the Applicant currently offers in Shelby County, as well as what entities use and are permitted to use such service Shelby County (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within Shelby County.
- iv. The County's preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Applicant proposes to work with Shelby County and the purported benefits of such arrangement for each party.
- v. How the Applicant will market the Broadband Infrastructure to users in Shelby County, once available and what assistance is expected from the Commissioners for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
- vi. Any low-cost offers that would be made available with Applicant's service.
- vii. Any additional digital inclusion efforts included in the Applicant's Project.
- viii. How many additional households, businesses, and institutions in Shelby County will have access to broadband service as a result of this Project, and at what speed tiers and pricing level. Among the businesses and institutions, please include any small business, elementary school, higher education institution, library, healthcare facility and public safety organization that will have increased access to broadband service.

- ix. Any additional services that will be made available in Shelby County through the Respondent's proposed Project. This includes, but is not limited to, Internet of Things ("IoT") use cases such as precision agriculture, smart utility monitoring, and others.

III. **Evaluation Criteria**

RFP responses shall be evaluated based on the following criteria:

APPLICANT EXPERIENCE AND PARTNERSHIPS: 20 possible points

PROPOSED BUILD-OUT AND NETWORK OPERATIONS: 25 possible points

PRICING COMPONENTS: 20 possible points

FINANCIAL, TECHNICAL AND MANAGERIAL STABILITY: 15 possible points

- *For managerial experience, describe the management experience of the applicant in general and of the managers that will be on the Project, if applicable. For the description of technical expertise, describe how the applicant has the technical expertise to complete the Project, including any possible certifications that are applicable and other credentials. For the description of service Project experience, please provide information detailing how the applicant has completed similar projects as the one being applied for. If this Project is larger than any project that the applicant has completed, please provide experience on smaller projects and how the applicant can scale that expertise to the current application. The applicant may choose to attach additional documentation detailing managerial, technical and broadband project experience*

EXISTING AND FUTURE OPERATIONS WITHIN THE COUNTY: 10 possible points

PROOF OF FINANCIAL STABILITY: 10 possible points

- *Attach evidence of financial stability. This evidence may include publicly available financial statements, copies of federal and state tax returns, and other documents that may provide proof of financial stability. Note whether the financial statements are prepared internally or by a third party.*

IV. **Proposal Format and Submittal Procedure**

- A. All proposals must be electronically generated in a format capable of being used by the Commissioners. Applicant must submit four (4) printed paper copies of their proposal and one (1) Portable Document Format (PDF) version of all proposal materials. The printed paper copies shall be mailed to **ATTN: Angela Hamberg, Shelby County Regional Planning Commission, 129 E. Court Street, Sidney, OH 45365**. The PDF file shall be emailed to **ahamberg@shelbycountyrpc.com**.
- B. Following the RFP Issue Date, an Applicant may submit questions regarding this RFP at any time prior to 4:00pm Eastern **Monday, September 24th, 2024** via email to **ahamberg@shelbycountyrpc.com**. Any individual who would like to receive future updates on this RFP must submit their name, organization, and email address to Shelby County Regional Planning Commission by such deadline as well. Questions submitted do not create exceptions to the terms and conditions of this RFP.

- C. All questions submitted to, and answers provided shall be shared on or before **Friday, October 4th, 2024** with those individuals who submitted their name, organization, and email address in accordance with the requirements above.
- D. The deadline for receipt of an Applicant's proposal, in both the printed and PDF versions as outlined above, is **Tuesday, October 22nd, 2024 at 4:00pm Eastern**. Applicants 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. Shelby County shall bear no responsibility for submitting proposals on behalf of any Applicant. **No extensions shall be granted for responses to this RFP.**

V. **Examination of Documents and Requirements**

Each Applicant 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 Applicant 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 Applicant from its obligation to comply, in every detail, with all RFP provisions and requirements.

VI. **Post-Proposal Discussions with Applicants**

It is the Commissioners' intent to commence final negotiations with the Applicant who is most capable of providing licensed wireless services to the unserved broadband addresses, within a 4-mile radius of the Shelby County emergency communications towers.

Shelby County reserves the right to conduct post-proposal discussions with any Applicant.

VII. **Terms, Conditions, Limitations and Exceptions**

- 1. This RFP does not commit Shelby 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 Commissioners' official files without any obligation on Shelby 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 reasonable due diligence where lawful to protect materials clearly marked by any Applicant as "proprietary," "trade secret," or "confidential". General technology approach or business model information does not constitute "proprietary," "trade secret," or confidential information.
- 4. Applicant shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Shelby County.
- 5. Applicant shall not collude in any manner, or engage in any practices, with any other Applicant 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, the Commissioners 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 Applicant. The copying or paraphrasing of the work product of another Applicant is not permitted.
7. The RFP and the related responses of the selected Applicant may by reference become part of any formal agreement between the selected Applicant and the Commissioners. The Commissioners and the selected Applicant may negotiate a contract or contracts for submission to the Commissioners for consideration and approval. In the event an agreement cannot be reached with the selected Applicant, the Commissioners reserve the right to select an alternative Applicant. The Commissioners reserve the right to negotiate with alternative Applicant(s) the exact terms and conditions of the contract.
8. Applicant, 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.
9. The Commissioners may terminate its review of an Applicant's proposal or an Awardee's performance under a contract in the event of a default by the Applicant or Awardee and a failure to cure such default after receiving notice of default from the Commissioners. Default may result from the Applicant's or Awardee's failure to perform under the terms of the contract or from the Applicant 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. The Commissioners reserve the right to unilaterally disqualify any Applicant who in Shelby County's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, the Commissioners reserves the right to unilaterally disqualify any Applicant based on any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data or information available to the Commissioners. This disqualification is at the sole discretion of the Commissioners. By submission of a proposal hereunder, the Applicant waives any right to object now, or at any future time, before any body or agency, including but not limited to, Shelby County elected officials, officers, agents, or employees, or any court, as to the exercise by the Commissioners of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the Commissioners.
11. The Commissioners shall have the unilateral right to reject any Applicant RFP response including, but not limited to the following:
 - a. Failure to submit the RFP response by the deadline of **Tuesday, October 22nd, 2024 at 4:00pm** Eastern.
 - 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.
 - f. Waive immaterial defect(s) or informality(ies).

NOTE: Any deviation/omission from the preceding list may void an Applicant's response. The issuance of this RFP and the acceptance of a proposal does not constitute an agreement by the Commissioners that any contract or other agreement will be entered into by the Commissioners. The Commissioners expressly reserve the right to:

- a. Reject any or all proposals.

- b. Re-issue the RFP.
- c. Accept portions of individual or multiple RFP response.
- d. Request more information and/or clarification of proposals from any or all Applicants.
- e. Waive immaterial defect(s) or informality(ies).

The foregoing granting of exclusive negotiation rights does not commit the Commissioners 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 Commissioners for failure to reach mutually acceptable terms.

- 12. The Commissioners reserve the right to request clarification of any proposal after all proposals have been received.
- 13. The Commissioners reserve 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 Commissioners reserve the right to reduce the scope of the Project and evaluate only the remaining elements from all proposals. The Commissioners reserve the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 14. 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 without regard to conflict of law principles. All Applicants 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.
- 15. 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 Commissioners.
- 16. The Commissioners reserve the right to conduct, for security reasons, a lawful background investigation on the selected Applicants, its principal party, personnel or subcontractors. Applicants agree to cooperate with the Commissioners in this endeavor and to provide any permitted, reasonably necessary information. The Commissioners will, upon the Applicant's written request, provide a copy of such background investigations to the Applicants, to the extent allowable by law. Dependent upon the results of the background check, the Commissioners may request the Applicants to immediately remove an individual from participation on this Project. Applicants shall not knowingly assign any personnel with records of criminal conviction(s) to this Project without advising the Commissioners of the nature and gravity of the offense. In fulfilling the obligations under this section, the Commissioners and the Applicants shall comply with all laws, rules, and regulations relating to the making of investigative reports and the disclosure of the information contained therein.
- 17. Each party to this agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this agreement shall impute or transfer any such liability from one to the other.

18. All selected Applicants shall be required during the Project to cooperate fully, and in any reasonable manner the Commissioners shall request, with all Shelby County officials, officers, agents, employees, contractors, subcontractors and volunteers. Further, selected Applicants shall be required to coordinate their implementation(s) with all other selected Applicants and all other projects that are being undertaken by Shelby County. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, the Commissioners shall be immediately informed and will determine the way the parties are to proceed.