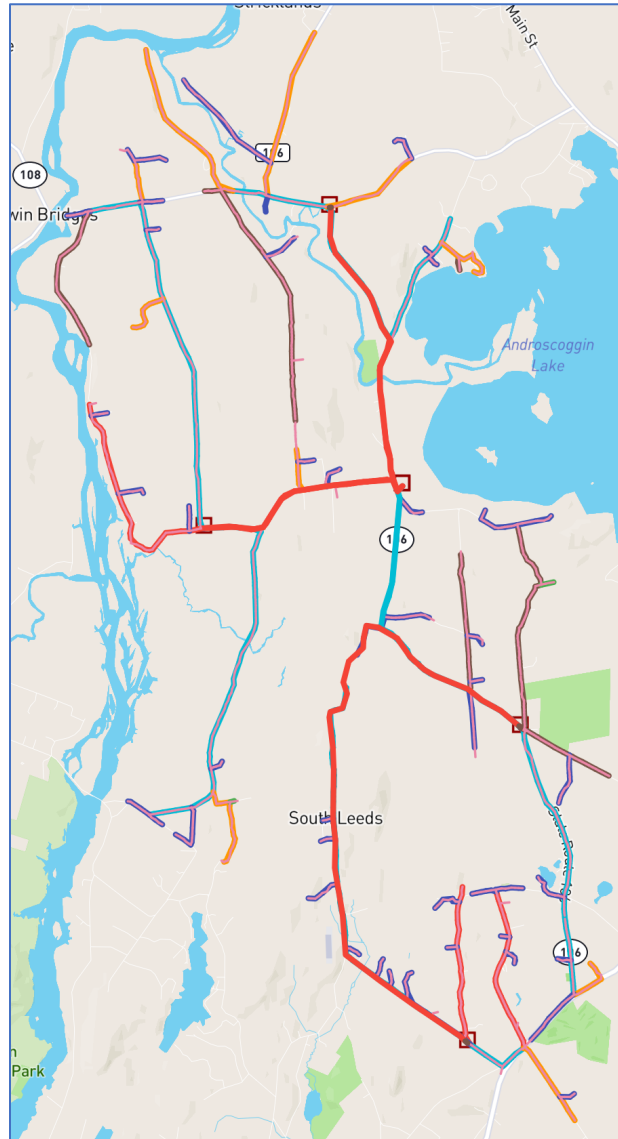




Request for Proposal Fiber-to-the-Home Network Operator



Town of Leeds

Prepared by
Casco Bay Advisors, LLC

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Table of Contents

1 OVERVIEW4

1.1 General Information 4

1.2 RFP Schedule 4

2 RESPONSE INFORMATION4

2.1 Single Point of Contact..... 4

2.2 Notification of Intent to Respond 5

2.3 Non-Disclosure Agreement Required 5

2.4 Operating Financials & Performance Metrics 5

2.5 Questions Due 5

2.6 Responses to Questions..... 5

2.7 Revisions to RFP 5

2.8 Proposal Deadline..... 5

2.9 Bid Opening..... 6

2.10 Proposal Acceptance 6

2.11 Business Good Standing..... 6

2.12 Costs of Preparation 6

2.13 Other Response Information 6

3 CONTRACT AWARD INFORMATION7

3.1 Contract Evaluation 7

3.2 Standard Terms and Conditions 7

3.3 Public Records 7

3.4 Finalists Named 7

3.5 Contract Negotiations..... 7



3.6 Bid Award Announced 7

4 HIGH-LEVEL NETWORK INFORMATION.....7

5 NETWORK OPERATOR RESPONSIBILITIES – SCOPE OF WORK.....8

5.1 Product Definition 8

5.1.1 Internet Service 8

5.1.2 Related Services 9

5.2 Sales & Marketing 9

5.3 Customer Service..... 9

5.4 Billing & Collections 9

5.5 Backhaul to Commodity Internet 9

5.6 Repair & Maintenance..... 9

5.6.1 Core Network 9

5.6.2 Pole Transfer & Make-ready..... 9

5.6.3 Subscriber drops & CPE..... 9

5.7 Subscriber Installation 10

5.8 Pole Licensing 10

5.9 Performance Reporting..... 10

5.10 Grant Compliance Reporting..... 11

5.11 Revenue Share..... 11

6 ATTACHMENT A – NON-DISCLOSURE AGREEMENT11



1 Overview

1.1 General Information

The Town of Leeds (Leeds) is issuing this Request for Proposal (RFP) to seek initial interest, high level proposals from Internet Service Providers (ISPs) to operate Leeds Broadband, which is an operating, municipally owned Fiber-to-the-Home (FTTH) broadband Internet network serving the entire town of Leeds, Maine.

1.2 RFP Schedule

All deadlines/meeting times are 4:00 PM Eastern Time on the date listed.

RFP Schedule	
RFP Released	Thursday, January 23, 2024
Notification of Intent to Respond	Tuesday, February 4, 2024
Signed Non-Disclosure Agreements due	Tuesday, February 11, 2024
Operating Financials & Performance Metrics shared with NDA signatories	Thursday, February 13, 2024
Questions due	Tuesday, February 18, 2024
Responses to Questions shared with NDA signatories	Thursday, February 27, 2024
RFP Responses due	Tuesday, March 11, 2024
Finalists Named	Thursday, March 20, 2024
Bid Award Announced	To be determined

2 Response Information

2.1 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be sent by email to:

Brian Lippold – Advisor to Town of Leeds
President – Casco Bay Advisors, LLC
brian@cascobayadvisors.com
207-233-2976



2.2 Notification of Intent to Respond

Interested bidders are requested to submit a Notification of Intent to Respond to the Single Point of Contact identified in Section 1.3.1 by the date identified in Section 1.2.

2.3 Non-Disclosure Agreement Required

All interested bidders will be required to execute the Non-Disclosure Agreement attached in Attachment "A" before the Operating Financials & Performance Metrics identified in Section 1.3.4 will be provided.

2.4 Operating Financials & Performance Metrics

Operating Financials & Performance Metrics will include the following:

- Quantity of active subscribers by service
- Revenue by service category
- Pole attachment agreements
- Grant funding contracts with compliance reporting obligations
- GIS-based network infrastructure data in Google KMZ or VETRO FiberMap data files.

2.5 Questions Due

Questions about the RFP and the proposal contents need to be in writing and submitted to the Single Point of Contact on or before the date listed in Section 1.2. Questions submitted after the date listed in Section 1.2 may be answered at the discretion of the Single Point of Contact.

2.6 Responses to Questions

All questions will be answered in writing and shared with all NDA signatories on or before the date listed in Section 1.2.

2.7 Revisions to RFP

If Leeds determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be posted to the Town website. Leeds reserves the right to amend the RFP at any time prior to the deadline for submission of responses and will notify all bidders who have provided their Notification of Intent to Respond.

2.8 Proposal Deadline

Please provide Leeds with an original plus three (3) copies of the firm’s proposal in a sealed envelope, marked “Leeds Broadband Proposal”, addressed to the Leeds Single Point of Contact on or before the date listed in Section 1.2. Proposals must be submitted in hardcopy form to the Town of Leeds town office and supplemented with an electronic copy emailed to the Single Point of Contact. Proposals received after that date and time may not be considered.

2.9 Bid Opening

Bids shall be opened by the Leeds Single Point of Contact, or their designee, during the next scheduled Selectboard Meeting, after the Proposal Deadline.

2.10 Proposal Acceptance

Leeds reserves the right to accept or reject any or all proposals, in whole or in part, as deemed to be in the best interest of Leeds. Leeds may elect to negotiate with multiple entities prior to making final decisions.

2.11 Business Good Standing

To be awarded a contract by Leeds, a Respondent must demonstrate that it is authorized to conduct business in Maine as evidenced by a certificate of good standing from the Maine Secretary of State’s Office.

2.12 Costs of Preparation

The Respondent shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

2.13 Other Response Information

Unless otherwise specified in the RFP, all communications responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP.

Leeds may provide reasonable accommodations, including providing material in an alternative format, for qualified Respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to Leeds.



3 Contract Award Information

Leeds may award one or more contracts and reserves the right to make additional awards to the same bidder at any time during the contract term if such award is deemed to be in the best interest of Leeds.

3.1 Contract Evaluation

Leeds intends to evaluate all submitted proposals as quickly as possible. Upon completion of the evaluation process, Leeds may select one or more ISPs with which to simultaneously execute contracts, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of Leeds.

3.2 Standard Terms and Conditions

The successful Proposer(s) shall be required to sign a Contract with the Town. Bidders shall provide a template of such proposed contract as part of their proposal.

3.3 Public Records

The successful response will become part of the contract file and will become a matter of public record as will all other responses received.

3.4 Finalists Named

Successful finalists will be named on or before the date listed in Section 1.2.

3.5 Contract Negotiations

Contract negotiations will commence as soon as finalists are named and will be concluded as expeditiously as reasonable and in the best interest of Leeds.

3.6 Bid Award Announced

The tentative Bid Award will be announced at the next regularly scheduled Selectboard meeting after contract negotiations are concluded. Any award will be subject to approval by the Inhabitants of the Town of Leeds during a Special Town Meeting called as soon as possible thereafter.

4 High-level Network Information

- Network Complete Date = June 15, 2024



- Potential Subscriber Locations passed = 1,106
- Landline Competition
 - Spectrum coverage of 60% - 70% of subscriber locations
 - CCI (legacy Telecom Group) DSLx only
- Network
 - Strand Miles = 67.6 miles
 - Poles (core network not including drop only) = 2,353
 - Maximum fiber count = 144
 - Architecture = Distributed Split w/ four (4) pole mounted FDHs
 - Central Office
 - Standalone structure adjacent to Town Office (8 Community Dr)
 - Standby Kohler generator serving both the central office and Town Office
 - HVAC = Heat pump
 - Adtran TA5K - XGS-PON
 - Juniper AXC710DC Routers
 - 48Vdc battery plant with 16-24 hour backup capacity
 - 10Gbps point-to-point Ethernet backhaul supplied by current Network Operator via CCI back to the current Network Operators Portland aggregation point
 - Drops
 - 2-fiber typical
 - SNAPs to serve all potential subscriber locations pre-installed and pre-spliced to and through FDHs to central office

5 Network Operator Responsibilities – Scope of Work

The Network Operator Responsibilities defined below reflect the current Leeds operating model and Leeds expectations. In addition to proposals that meet this defined scope of work, bidders are encouraged to propose alternative solutions that may enhance the subscriber experience and overall benefit to the Town.

5.1 Product Definition

5.1.1 Internet Service

Symmetrical Internet service is currently provided at the following speeds:

- 100Mbps
- 250Mbps
- 500Mbps
- 1Gbps
- 10Gbps on an individual case basis



5.1.2 Related Services

- Adtran Wi-Fi Router and mesh unit extenders
- Static IP

5.2 Sales & Marketing

Sales & Marketing is the responsibility of the Network Operator with marketing programs approved by the Leeds Broadband Committee.

5.3 Customer Service

Local Maine-based customer service personnel.

- 8:00 AM – 11:00 PM / 7 days per week / 95% of calls answered within 15 minutes
- Local service technician dispatch within 24 hours

5.4 Billing & Collections

Invoicing to occur monthly and Network Operator is responsible for collections and bad debt.

5.5 Backhaul to Commodity Internet

The Network Operator is responsible for providing a non-blocking diverse connection to the commodity Internet from the Leeds central office at Network Operator expense.

5.6 Repair & Maintenance

5.6.1 Core Network

Network Operator is responsible for managing and coordinating repair of core network outside plant, central office, and related operating equipment. Cost of repairs and maintenance is reimbursable by Leeds.

5.6.2 Pole Transfer & Make-ready

Network Operator is responsible for performing all required pole transfers and make-ready. Costs of pole transfers and make-ready is reimbursable by Leeds.

5.6.3 Subscriber drops & CPE

Network Operator is responsible for installation and maintenance of drop cables, ONT's, and related equipment at Network Operator expense.



5.7 Subscriber Installation

New subscriber drop and CPE installations must occur within 10 business days with all material and labor at Network Operator expense.

5.8 Pole Licensing

All pole license fees are paid by Leeds and reimbursed by the Network Operator.

5.9 Performance Reporting

Quarterly and Annual Performance Reporting is intended to measure actual service levels against performance goals and expectations. Below is a listing of the current reporting requirements. Leeds recognizes reporting capabilities vary from ISP to ISP and is dependent upon the back-office systems employed by an ISP. Bidders should describe the standard reporting that can be supplied in their normal course of business without the need for customized reporting at additional expense.

Subscriber related Reports:

- Report #1 - Number of Subscriber calls, emails, and average time to resolve
- Report #2 - Number of Subscriber complaints for throughput or connectivity issues
- Report #3 - Number of Subscriber service escalations and average time to resolve
- Report #4 - Number of single subscriber outages and average time to resolve
- Report #5 - Number of dispatches
- Report #6 - Number of multi-Subscriber outages and average time to resolve
- Report #7 - Number and type of cases: maintenance, POP failures, dispatches, etc.

Service-related Reports:

- Characteristics and capacity utilization ratio of network uplink traffic (*i.e., a graph of capacity utilization with peak usage stats including information regarding dropped packets, and other relevant trends and abnormal events, etc.*)

Service Availability Reports:

- Report #1 – Availability per service
- Report #2 – Ordinary maintenance interruptions
- Report #3 – Emergency maintenance interruptions
- Report #4 – Force Majeure interruptions

Network Latency/Loss/Jitter Reports:

- Report #1 – Latency
- Report #2 – Loss
- Report #3 – Jitter



Mean Time to Restore (MTTR) Reports:

- Report #1 – Major Service Outage
- Report #2 – Standard Service Outage

5.10 Grant Compliance Reporting

The construction of the Leeds Broadband network was partially funded by a grant from the ConnectMaine Authority and a separate grant from Androscoggin County ARPA funds. Each grant has quarterly and/or annual compliance reporting requirements. The Network Operator is responsible to comply with all compliance reporting associated with these two grant contracts. Copies of the grant contracts will be supplied upon execution of the Non-Disclosure Agreement in Attachment “A”.

5.11 Revenue Share

The Network Operator currently shares a portion of the monthly revenue generated which has been sufficient to fund the debt service and maintenance of the core network and equipment. Bidder proposals should include a detailed description and structure for a similar revenue sharing model or alternative approach.

6 Attachment A – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is made and entered into effective this ___ day of _____, 2025 (the “Effective Date”) by and between _____, a [insert business type] (“Company”), and **the Town of Leeds, Maine**, a Maine municipal corporation (the “Town”).

WITNESSETH:

WHEREAS, the Town has released a request for proposals (“RFP”) seeking a network operator for its Town-owned fiber-optic network, which may include certain confidential information; and

WHEREAS, Company plans to submit a response to the RFP and proposes to perform the duties specified in the RFP as network operator (the “Services”); and

WHEREAS, during the negotiation of the RFP process and in order perform the Services, the Company may receive from the Town certain Confidential Information (as defined herein); and

WHEREAS, the Town has agreed to deliver the Confidential Information to Company, subject to Company protecting the confidentiality of such Confidential Information pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Company agrees to treat as confidential any and all information received in connection with the RFP or its performance of the Services that is furnished to Company on or after the Effective Date of this Agreement, regardless of the media in which the information is contained or expressed and including any information derived from, or containing, information provided by the Town, its officers, officials, employees, advisors, representatives, lenders, and consultants (herein collectively referred to as the “Confidential Information”) in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions herein set forth. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Company in violation of this Agreement, (ii) is rightfully known by Company at the time of receiving such information, (iii) is furnished to others by the Town without restriction on disclosure, (iv) becomes available to Company on a non-confidential basis from a third party other than the Town, (v) is lawfully and independently developed by Company without material reliance on the Confidential Information, or (vi) the Town reasonably determines, in writing, is not Confidential Information.

2. Company agrees that the Confidential Information will be used by Company solely for the purpose of negotiating the RFP process and/or performing the Services, and that all such information will be kept confidential by Company.

3. If either party or any of its representatives is required in any legal or regulatory process or proceeding, applicable law, or by rule or regulation to disclose Confidential Information or the fact that this Agreement exists, then the party subject to the disclosure requirement (“Disclosing Party”) shall



promptly notify the other party (“Non-Disclosing Party”) of such request or requirement so that the Non-Disclosing Party may seek an appropriate protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, the Disclosing Party or any of its representatives is nonetheless compelled to disclose Confidential Information, the Disclosing Party or such Representative, after notice to the Non-Disclosing Party, may disclose such Confidential Information, and the Disclosing Party shall exercise its commercially reasonable efforts to obtain reliable assurances that confidential treatment (if available) will be accorded the Confidential Information so disclosed.

4. No title, license, or any other right of ownership or use (except as specifically set forth herein) of Confidential Information shall be granted to Company by the Town by the disclosure of Confidential Information pursuant to this Agreement.

5. In the event that the Town requests in writing that Company do so, Company shall deliver to the Town or destroy, all written Confidential Information and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. This Agreement shall continue in full force and effect until such time as Company delivers the Confidential Information to the Town or is forever destroyed.

6. To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Company understands and agrees that the parties have a commonality of interest with respect to such matters and it is their mutual desire, intention and understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information furnished by the Town or its representatives that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

7. In the event of Company’s breach of the terms of this Agreement, the Town shall be entitled to seek all equitable remedies, including immediate injunctive and other relief enjoining Company and every other party from breaching the terms of this Agreement.

8. If any term, provision, covenant or restriction of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. This Agreement contains the entire agreement between Company and the Town concerning the subject matter hereof. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by Company and the Town. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns.



10. Any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective date. Signed copies of this Agreement transmitted electronically by email or fax shall be binding.

TOWN OF LEEDS

By: _____
[NAME]
[TITLE]

COMPANY

By: _____
[NAME]
[TITLE]