



The District of Columbia Government

Request for Information and Comment (RFI/C)

Digital Inclusion Initiative

Released: 23 February 07

Reponses Due: 23 March 07

INTRODUCTION

The 16th District of Columbia Council enacted the Digital Inclusion Act of 2006 (the Act) to help remedy a digital divide in the District: The Council recognized that some District residents may be digitally disadvantaged in that they cannot afford access to the Internet and/or may lack the computer equipment and training necessary to benefit meaningfully from Internet access. The Act authorized the Mayor to enter into one or more non-exclusive franchise agreements to allow telecommunications carriers to attach wireless network antennae to District-owned buildings and poles and use the District's fiber-optic network for backhaul, in return for providing designated services to digitally-disadvantaged residents of the District.

The Digital Inclusion Act provides detailed objectives and responsibilities of both parties to the prospective franchise(s). A copy of the Digital Inclusion Act is included in the Appendix to this RFI.

Under no circumstance does this Request for Information (RFI) imply or obligate the District of Columbia to carry out the actions mentioned herein. The information collected from the public as a result of this Request will be used to better understand the viability of a prospective digital inclusion project and to better understand the optimal framework for satisfying the stated goals of the Act.

The schedule for this RFI is as follows:

- District Issues RFI 23 February 07
- Deadline for RFI submissions: 23 March 07

Responses, questions or for more information pertaining to any of the requested information should be directed to: tige.johnson@dc.gov. During the RFI period, the District will publish responses to written questions as they become available. All interested parties should contact Tige Johnson to be included on these distribution lists.

BACKGROUND: THE DIGITAL INCLUSION ACT

Goals of the Act and the Potential Digital Inclusion Project

The potential digital inclusion initiative contemplated by the Act and this RFI is a public-private partnership that would wed private sector expertise, deployment models, and capital with the District's control of public buildings and other relevant assets, including the District's private intranet, DC-Net. The franchisee agreement would be forged through a competitive solicitation process.

Respondents will be encouraged to be creative and offer solutions that meet all or part of the goals of the digital inclusion project contemplated by the Act. Broadly defined, these goals are to:

- Provide free residential Internet access, as well as computers and computer training and support, for low-income and disadvantaged residents of the District in exchange for the use of the District’s property
- Provide enhanced technology support for the teaching and learning mission of the District of Columbia Public Schools
- Promote business growth and economic development as a byproduct of this partnership

Franchise Agreement and Franchisee Responsibilities under the Act

The Act requires the Mayor to solicit proposals from prospective franchisees to provide free residential broadband access, as well as computers and computer training and support, for residents in “digitally-disadvantaged areas” of the District, which are defined as census tracts in the District with median income below the median income in the District as a whole. Under the Act, the Mayor’s selection of one or more franchisees must give priority to those entities that have the technical and financial ability to successfully provide the package of services for digitally-disadvantaged residents and that propose to implement service to the broadest scope of digitally disadvantaged areas according to the fastest schedule.

The Act provides that the prospective digital inclusion franchise agreement must make the franchisee responsible for:

- Offering to each household in the “digitally disadvantaged areas” specified in the franchise agreement a package of services defined to include connectivity, computers, software, computer training, computer support, and ISP services--in return for use of the District’s poles, buildings, and DC-Net backhaul;
- Offering this package of services at no cost to the household, and according to a schedule established in the franchise agreement;
- All costs associated with providing these services and all costs incident to the franchisee’s use of the District’s poles, buildings, and DC-Net backhaul;
- Reporting to the Mayor at least quarterly the numbers of households to which it has offered and provided the services described above, as of specific schedule dates specified in the franchise agreement; and
- Maintaining household-by-household records, which shall be available to the Mayor on request, to support the above reporting, and also recording the existence and resolution of each complaint received in the course of providing the services, how the complaints were resolved, and the franchisee’s costs, if any, associated with the use of District buildings, poles, and Dc-Net backhaul

The Act provides that the prospective digital inclusion agreement must require the franchise agreement to:

- Establish the specific digitally disadvantaged areas the franchisee agrees to serve and the schedule by which the franchisee will provide the services to households in each area served;
- Provide that the franchisee will be subject to fees for failure to meet the schedule;
- Provide that upon the expiration of the franchise agreement or renewal, all computers, peripherals, and other items furnished by the Franchisee to any household will remain the property of that household, without any additional fee or charge.

REQUESTED INFORMATION

We are requesting information only from organizations that have experience in municipal broadband solutions and digital inclusion projects. Information received from organizations that do not have experience in these areas may not be reviewed due to limited District of Columbia resources.

The District of Columbia is aware of current business models for providing municipal wireless broadband access using the poles and other assets of the District. We are also aware of not-for-profit companies who focus on comprehensive solutions to the needs of the digitally disadvantaged. We strongly encourage for-profit and non-profit organizations to collaborate on responses to this RFI so that the District can understand the full scope of work required to achieve the objectives of the Act and the ability of vendors to meet these requirements at no cost to the District or digitally disadvantaged residents.

Respondents are asked to answer all of the following questions, and to provide any other information that they believe may assist the District of Columbia in evaluating the feasibility of the digital inclusion initiative contemplated in the Act or in establishing additional Franchisee requirements. Responses are limited to 30 single-spaced pages.

Proposed Solution Overview

- Please provide an overview of your company, explaining your primary lines of business, size (gross annual revenues), geographic areas served, and length of time in your current business. Please briefly describe any similar projects already deployed.
- Please briefly define your proposed overall business model for achieving the objectives of the Act.
- Please describe how your proposed solution would meet the Franchisee responsibility of offering to each digitally-disadvantaged household specified in

- the franchise agreement the complete package of services for digitally-disadvantaged residents at no cost to the District or the household.
- What business model do you believe best accomplishes the goals of the District, while best protecting the District's financial interests? If revenue from advertising is a component of a respondent's model what steps should the District take to protect its Citizens from potentially offensive content?
 - Please identify what other services, if any, could be offered to the digitally disadvantaged residents of the District via your proposed solution.
 - In what ways could the District leverage the proposed network for the benefit of Government Agencies?
 - Please define any/all one time and ongoing obligations of the District in your model.
 - How long will it take you to implement your solution? What is your anticipated timeline for the services to be available to the approximate scope of digitally disadvantaged areas you would propose to serve?
 - Does your proposed solution enable other Broadband service providers to utilize your network?
 - Please briefly define the power requirements, if any, which will be required from District Government poles and buildings to support your network infrastructure. Please describe how your proposed solution will cover the cost associated with provisioning the power required.
 - Please provide physical specifications of any hardware that you would expect to deploy in order to support your proposed solution. How have you dealt with aesthetic requirements or regulations imposed by other cities? Please include pictures of any hardware that you are currently utilizing on similar deployments.
 - The Act identifies specific mechanisms to protect the District and District residents from default and/or unacceptable service quality, and identifies events that would trigger a loss of the franchise. See Sections 5 and 7 of the attached Act. Would these mechanisms be consistent with your proposed solution? If not, what other mechanisms would you propose to protect the District and District residents from default and/or unacceptable service quality, and to trigger a loss of the franchise?

Proposed Broadband Access

- Assuming that access to poles will be for some level of wireless access in the unlicensed frequency bands, please address how:
 - You will enable continued (interference free) operations of businesses and residences in the District of Columbia

- Communicate with the affected community and provide help and support for others operating in the unlicensed bands who may be affected by your operations
- The District could accommodate multiple franchisees operating multiple wireless systems in the unlicensed band. Can the unlicensed band support more than one network?
- Please define your broadband access solution.
 - If wireless access is part of the solution, how will interior rooms and apartments as well as upper level floors achieve broadband internet services?
- The District desires this service to be on par with services generally available from cellular, telephone and cable operators. What are the guaranteed minimum performance and service levels provided by your solution? What network and customer support metrics should the District require of the franchisee?
- How do you propose to manage network traffic and congestion?
- How does your solution handle security (denial of service attacks etc...) and privacy?
- How does your solution handle authentication?
- Should the District define the standards utilized for wireless or other access? For example, should the District specify that the franchisee utilize 802.11b/g for city-wide wireless access, or should it simply require respondents to use standards-based solutions with free CPE equipment?
- What is your technology refresh proposal on your network infrastructure?
- Should the District extend its requirements for services beyond the digitally disadvantaged? What would the potential benefits be of such an extension of requirements? What percentage of the city would be covered by your solution?
- If the District required 4.9 GHz public safety support in this system, what would be the incremental impact to your business model? How would the solution be architected to assure maximum District control?

Proposed Desktop/Computer Solution

- Does your proposed solution provide computers to the digitally disadvantaged residents?
 - If so, how many computers per year would be feasible at no cost to the District or its residents?
 - What other options are available to ensure that digitally disadvantaged residents have access to free or low cost computers during the course of the franchise agreement?
 - Please describe your procedure for periodically upgrading hardware provided as part of any package of services for digitally disadvantaged resident households during the course of the franchise agreement.
- What kind of desktop/model would you utilize to provide digitally disadvantaged citizens with computing devices?

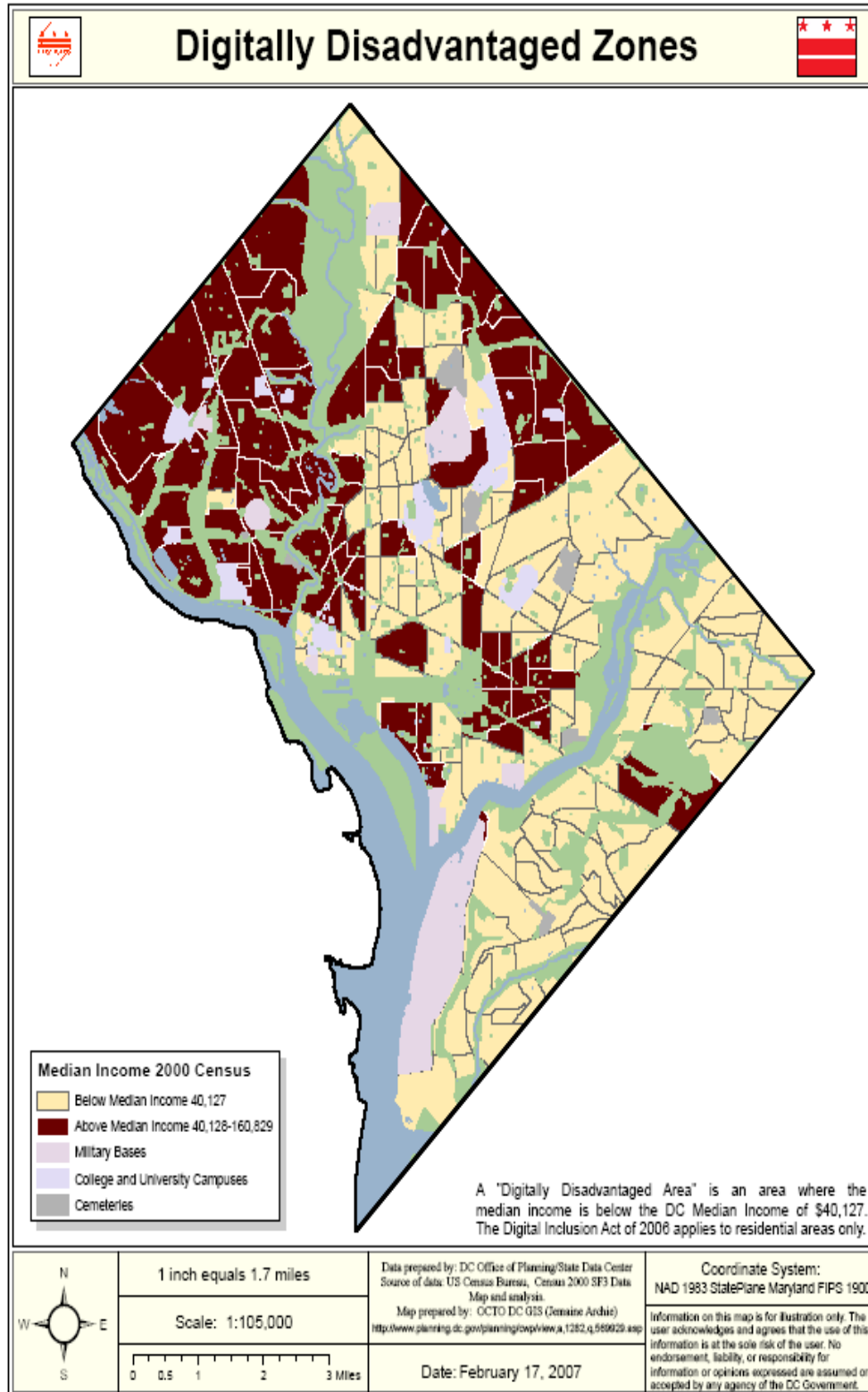
Proposed Computer Training and Support Solution

- How does your solution provide computer training to the residents you would propose to serve?
- Can a neighborhood based train-the-trainer model be successfully employed to provide the computer training required by the Act? Please provide information regarding successful deployments of this model.
- Please describe how residents would report computer problems and request technical assistance under your proposed solution. What solutions would you employ to ensure that computing equipment maintains its usefulness (E.G., what virus protection mechanism would you utilize?)

Other Questions and Requested Information

- The District has over 160 District facilities with a public safety grade broadband (fiber) infrastructure, DC-NET. This network has ample capacity that can be leveraged by a potential franchisee. Would you anticipate leveraging these resources? If so, how much, how, and what expectations would you have of the District?
- Please provide any other information about your proposed solution that you feel will provide insight into how the District should be

APPENDIX



I

APPENDIX II

AN ACT

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

*Codification
District of
Columbia
Official Code*

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To authorize the Mayor to enter into one or more franchise agreements to allow a telecommunications carrier to attach wireless network antennae to District-owned buildings and poles in return for services to digitally-disadvantaged residents of the District.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Digital Inclusion Act of 2006".

Sec. 2. Findings and purposes.

(a) The Council finds that:

(1) Low-income residents and residents in economically disadvantaged areas of the District of Columbia are also likely to be digitally-disadvantaged in that they cannot afford access to the Internet or may lack the computer equipment and training necessary to benefit meaningfully from Internet access.

(2) Certain assets of the District, including light poles and buildings, may provide value to telecommunications carriers for the attachment of wireless network antennae and the deployment of broadband internet services.

(3) The District government does not have the funds to provide to digitally-disadvantaged residents the range of services necessary to afford Internet access and permit them to benefit meaningfully from that Internet access.

(4) By awarding one or more franchises that permit a telecommunications carrier to use District-owned assets such as buildings and poles on a nonexclusive basis in return for the provision of certain services to digitally-disadvantaged residents, the District government can meet the Internet access needs of these residents without additional cost or risk to the District.

(b) The purposes of this act are to:

(1) Obtain value for the District through the awarding of rights to use poles, buildings, and other assets of the District for telecommunications purposes; and

(2) Provide for the furnishing of benefits to digitally-disadvantaged residents of the District in exchange for a franchise to use poles, buildings, and other assets of the District for Internet-related telecommunications purposes.

Sec. 4. Franchise agreement.

(a) The Mayor shall, within 30 days of the effective date of this act, issue an RFI to be followed by an RFP pursuant to the requirements of the District of Columbia Procurement Practices Act of 1985, effective February 21, 1986 (D.C. Law 6-85; D.C. Official Code § 2-301.01 *et seq.*), for a franchise agreement for the use of District telecommunications assets for telecommunications purposes in exchange for the furnishing of a package of services for digitally-disadvantaged residents. Upon an award, the Mayor shall enter into a franchise agreement with the franchisee.

(b) The franchise agreement shall be a nonexclusive agreement in the District for private use of District telecommunications assets for telecommunications purposes in furtherance of the purposes of this act for Internet-related telecommunications purposes.

(c) The franchise agreement shall be for a period not to exceed 5 years. One year prior to the termination of a franchise agreement, each party shall notify the other, in writing, as to whether it wants to renegotiate the franchise agreement for an additional period of time. Absent satisfactory renegotiation for a renewal period, the Mayor shall, based upon an evaluation of the bids received following the issuance of an RFP, enter into a new franchise agreement for the use of District telecommunications assets in exchange for the furnishing of a package of services for digitally-disadvantaged residents. The terms of a new franchise agreement shall not be inconsistent with the provisions of this act.

(d) Under the terms of a franchise agreement, the franchisee shall be responsible for:

(1) Offering to each digitally-disadvantaged household specified in the franchise agreement the complete package of services for digitally-disadvantaged residents at no cost to the household;

(2) Providing to each digitally-disadvantaged resident household that accepts the offer the complete package of services for digitally-disadvantaged residents at no cost to the household;

(3) Providing the package of services for digitally-disadvantaged residents according to a time schedule established in the franchise agreement;

(4) Reporting to the Mayor, no less often than quarterly the number of:

(A) The number of digitally-disadvantaged households to which the franchisee has offered the package of services for digitally-disadvantaged residents;

(B) The number of digitally-disadvantaged resident households that have accepted the franchisee's offer of that package of services for digitally-disadvantaged residents, and

(C) The number of digitally-disadvantaged resident households to which the franchisee has provided the package of services for digitally-disadvantaged residents by the dates specified in the schedule established in the franchise agreement;

(5) Maintaining records, which shall be available to the Mayor on request, sufficient to identify:

- (A) All digitally-disadvantaged resident households to which the franchise has offered the package of services for digitally-disadvantaged residents;
- (B) All digitally-disadvantaged resident households that have accepted the franchisee's offer of the package of services for digitally-disadvantaged residents;
- (C)(i) All digitally-disadvantaged resident households to which the franchisee has provided the package of services for digitally-disadvantaged residents; and
 - (ii) The date on which each digitally-disadvantaged resident household received that package of services for digitally-disadvantaged residents;
- (D)(i) All complaints received by the franchisee in connection with offering and providing the package of services for digitally-disadvantaged residents; and
 - (ii) The manner and date of resolution of each complaint;
- (6) All costs and expenses of the activities described in paragraphs (1) through (4) of this subsection; and
- (7) All costs and expenses incident to the franchisee's use of District telecommunications assets as defined in this act.
- (e) The franchise agreement shall establish:
 - (1) The specific population of digitally-disadvantaged residents (by income level, residence in digitally-disadvantaged areas, or both) to which the franchisee agrees to offer the package of services for digitally-disadvantaged residents to each digitally-disadvantaged resident household;
 - (2) The schedule according to which the franchisee will provide the package of services for digitally-disadvantaged residents to the digitally-disadvantaged resident households to be served pursuant to the franchise agreement;
 - (3) Procedures for periodically upgrading hardware provided as part of any package of services to digitally-disadvantaged resident households during the course of the franchise agreement;
 - (4) That the franchisee shall be subject to fees, payable to the Treasurer of the District of Columbia, for failure to adhere to the schedule described in subsection (d)(3) of this section and paragraph (2) of this subsection;
 - (5) That prior to signing the franchise agreement, the Mayor and the franchisee shall define the franchisee's specific use of District telecommunications assets; and
 - (6)(i) That upon the expiration of the franchise agreement, or upon the expiration of a renewal term, all computers, peripherals, and other items furnished by the franchisee to any household pursuant to the franchise agreement shall remain the property of the household; and
 - (ii) That no person who received any item or service that is part of the package of services for digitally-disadvantaged residents shall be liable for any fee or charge for such item or service.
- (f) The Mayor shall include in the franchise agreement the requirements of this act and any other provisions that the Mayor considers appropriate to carry out the purposes of this act.
- (g) Pursuant to the requirements of section 451 of the District of Columbia Home Rule

Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-204.51), the franchise agreement shall be subject to approval by the Council.

Sec. 5. Insurance and bonds; liability.

(a) The franchisee shall assume all legal responsibility for, and shall hold the District harmless from, any costs or liability that arise because of injury to persons or property caused by, or in relation, to the provision of the package of services for digitally-disadvantaged residents or the franchisee's use of District telecommunications assets pursuant to this act and the franchise agreement.

(b) The Mayor shall require the franchisee to obtain liability insurance sufficient to insure against all liability or costs that arise because of injury to persons or property caused by, or in relation to, the provision of the package of services for digitally-disadvantaged residents and the franchisee's use of District telecommunications assets pursuant to this act and the franchise agreement.

(c) The Mayor shall require the franchisee to obtain a performance bond sufficient to guarantee the provision of the package of services for digitally-disadvantaged residents pursuant to this act and the franchise agreement.

(d) No person aggrieved or damaged in any way by any act or omission of the franchisee related to the offering or provision of the package of services for digitally-disadvantaged residents or the franchisee's use of District telecommunications assets pursuant to this act and the franchise agreement shall have a cause of action against the District.

Sec. 6. Selection of the franchisee.

(a) In evaluating and awarding the franchise agreement, the Mayor shall give priority to entities that have the technical and financial ability to successfully provide the package of services for digitally-disadvantaged residents included in each proposal and provide written evidence that they meet the following criteria in the following order of priority:

(1) A proposal to provide a package of services for the largest number of digitally-disadvantaged residents, by income level, or residence in digitally-disadvantaged areas, or both;

(2) A proposal to provide a package of services to digitally-disadvantaged residents according to the fastest schedule;

(3) A proposal that includes provisions to periodically upgrade hardware provided as part of any package of services to digitally-disadvantaged residents;

(4) Such other factors as the Mayor may identify in the best interests of the District to further the purposes of this act.

Sec. 7. Termination of the franchise agreement.

(a) The Mayor shall notify the franchisee in writing of any violations of the franchise agreement and shall establish a compliance schedule for correcting the violations. If the

compliance schedule is not met, the Mayor may terminate the franchise agreement after 60 days' written notice to the franchisee of the intent to terminate the franchise agreement, setting forth the reasons for the termination.

(b) In the event of bankruptcy of the franchisee, the Mayor shall terminate the franchise agreement and provide the franchisee written notice of this action.

(c) In addition to the grounds for termination of the franchise agreement under subsections (a) and (b) of this section, the Mayor may include in the franchise agreement any other terms and conditions that shall constitute the basis for cancellation that are in the best interests of the District.

Sec. 8. Franchisee selection procedures.

Notwithstanding provisions of the District of Columbia Procurement Practices Act of 1985, effective February 21, 1986 (D.C. Law 6-85; D.C. Official Code § 2-301 *et seq.*), to the contrary, except the protest and dispute provisions over which the Contract Appeals Board shall maintain jurisdiction, the Mayor shall implement the following franchise selection procedure in awarding one or more franchises pursuant to this act:

- (1) Request for information;
- (2) Evaluation of the RFI received and preparation of the RFP;
- (3) Issuance of the RFP and evaluation of proposals received;
- (4) Submission of an executive summary, including findings and determination that selection of one or more franchisees will provide the greatest benefit to the largest population of digitally-disadvantaged residents of the District of Columbia, including a rationale for limiting the franchise award to one entity or extending franchises to more than one entity, to the Council by the Mayor;
- (5) Council review and approval of the proposed franchise agreement; and
- (6) Execution of franchise agreement.

Sec. 9. Delegation of authority.

The Mayor may delegate the powers established by this act to OCTO. In exercising this authority, OCTO may consult with such other agencies as it considers appropriate in the best interests of the District.

Sec. 10. Human Rights Act compliance.

Each franchise agreement shall comply with the District of Columbia Human Rights Act, effective Dec. 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1402.67).

Sec. 11. Not a franchise agreement.

This act shall not constitute, or be construed to comprise, a franchise agreement.

Sec. 12. Severability.

If a provision of this act or its application to a particular person or circumstance is held invalid, such invalidity does not affect other persons or applications.

Sec. 13. Fiscal impact statement.

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 14. Effective date.

This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of Congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

Chairman
Council of the District of Columbia

Mayor
District of Columbia