



CITY OF CLEVELAND

Mayor Frank G. Jackson

Request For Proposals Finance, Design, Build, Manage, Operate, Maintain, Repair and Upgrade A Citywide Municipal Wireless Broadband Network Infrastructure

**Prepared by:
The Office of IT Planning and Review
Date April 20, 2007**

Schedule of Critical Dates:

- 1. Proposal Is Due At City Hall : May 18, 2007 BY 5 P.M. EST**
- 2. Mandatory Pre-Proposal Provider Conference: May 3, 2007 AT 1 p.m. - 3:00 p.m, 1240 West 6 Street, Cleveland 44113**
- 3. Last Day to Submit Provider Questions: May 10, 2007 By 5 P.M. EST**

LATE PROPOSALS WILL NOT BE ACCEPTED

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Dear Respondents,

The City of Cleveland invites you to respond to our Request For Proposal (RFP) for a Citywide Municipal Wireless Broadband Network for the City of Cleveland. We ask you to strictly adhere to the following critical guidelines outlined in this document.

SUBMIT PROPOSALS TO: **Attention: Kim Roy Wilson, Project Controller**
Office of IT Planning and Review
City of Cleveland, City Hall, Room 104
601 Lakeside Avenue
Cleveland, Ohio 44113
(216) 664-7056
Email: KRoyWilson@City.cleveland.oh.us

PLEASE SUBMIT: **2 PRINTED, SIGNED ORIGINAL PROPOSALS**
12 COPIES OF THE ORIGINAL PROPOSAL
2 CD-ROM Disks (containing an electronic version of the Proposal and any supporting documentation in Microsoft Word – “read only” format). Printing should not be double-sided.
12 COPIES OF The INVESTMENT AND TIERED PRICING FEE PROPOSAL (IN A SEPARATE AND SEALED ENVELOPE)

DELIVERY OF PROPOSAL: **Late submissions will not be accepted or reviewed.** Proposals may be delivered in person or by mail.

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE RESPONDING TO THIS RFP. NO ORAL RESPONSE BY ANY EMPLOYEE, CONSULTANT OR AGENT OF THE CITY SHALL BE BINDING ON THE CITY, OR SHALL IN ANY WAY CONSTITUTE A COMMITMENT BY THE CITY. IF A RESPONDENT FINDS ANY INCONSISTENCY OR AMBIGUITY IN THE RFP, THE RESPONDENT IS REQUESTED TO NOTIFY PROJECT CONTROLLER IMMEDIATELY.

We look forward to your innovative proposals to help Cleveland become a Digital City of Choice.

Sincerely,



Dr. Melodie Mayberry-Stewart, Chief Technology Officer

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TABLE OF CONTENTS

1	REQUEST FOR PROPOSAL (RFP) OBJECTIVES	9
1.1	RFP PURPOSE	9
1.2	OBJECTIVES TO BE ACHIEVED	9
1.3	CITY EXPECTATIONS OF THE PRIVATE-SECTOR PARTNER	10
2	BECOMING A DIGITAL CITY OF CHOICE	12
2.1	CREATING A MUNICIPAL WIRELESS BROADBAND STRATEGY	12
2.2	MAYOR JACKSON’S STRATEGIC TECHNOLOGY PRIORITIES	12
2.3	MUNICIPAL WIRELESS NETWORK VISION STATEMENT	12
2.4	PRINCIPLES OF THE CLEVELAND MUNICIPAL WIRELESS STRATEGY	13
2.5	WIRELESS CAPABILITIES TO IMPROVE CITY SERVICES	14
2.6	ANTICIPATED COMMUNITY BENEFITS GUIDING THE STRATEGY	14
2.7	OTHER STRATEGIC DRIVERS FOR THE CITY’S MUNICIPAL WIRELESS NETWORK STRATEGY	15
3	CITY OF CLEVELAND HISTORY AND PROFILE	17
3.1	CLEVELAND’S RICH HISTORY	17
3.2	CITY OF CLEVELAND PROFILE SUMMARY	17
3.3	CLEVELAND’S QUALITY OF LIFE RANKED AS ONE OF THE BEST	22
3.4	CLEVELAND’S RICH SOCIAL AND CULTURAL SCENE	23
3.5	CLEVELAND’S RANKINGS	23
3.6	CLEVELAND’S MAJOR NEIGHBORHOODS	24
3.7	DIGITAL INCLUSION CHARACTERISTICS AND DIGITAL COMMUNITY DESIGNATIONS	27
3.8	CLEVELAND AS AN IDEAL CANDIDATE FOR A MUNICIPAL WIRELESS NETWORK	28
4	IMPROVING THE DELIVERY OF CITY SERVICES WITH TECHNOLOGY	30
5	CLOSING THE DIGITAL DIVIDE AND DIGITAL LITERACY PROGRAMS	32
6	FOSTERING ECONOMIC DEVELOPMENT AND IMPACT	35
6.1	DISADVANTAGED AND SMALL BUSINESS PARTICIPATION	35
6.2	MEASURING THE ECONOMIC IMPACT OF BROADBAND ACCESS	35
6.3	FOSTERING BUSINESS ATTRACTION AND RETENTION	36
6.4	BUILDING REGIONAL COLLABORATIONS WITH OTHER GOVERNMENT ENTITIES	36
7	MUNICIPAL WIRELESS PROVIDER RESPONSE REQUIREMENTS	38
7.1	STRATEGIC, TECHNICAL, SUPPORT, OPERATIONS AND APPLICATIONS REQUIREMENTS	38
7.2	WIRELESS NETWORK DEVICE AND EQUIPMENT SUPPORT REQUIREMENTS	38
8	RFP GUIDELINES	39
8.1	SCHEDULE OF RFP EVENTS	39
8.2	QUESTIONS REGARDING THE RFP AND DUE DATES	41
8.3	CONTACT AND RFP SUBMISSION REQUIREMENTS	41
8.4	REQUIRED RFP ORGANIZATION FORMAT	42
8.5	INVESTMENT PROPOSAL	48
8.6	SECTION XIII PROFILE OF PROPOSED PROJECT MANAGEMENT IMPLEMENTATION TEAM	50
8.7	SECTION XV MUNICIPAL WIRELESS NETWORK RFP 20-YEAR SUMMARY	50
8.8	SECTION XVI MUNICIPAL WIRELESS NETWORK RFP 10-YEAR TOTAL VALUE SUMMARY ANALYSIS WORKSHEET	50
9	PRE-RFP PLANNING AND PREPARATION	51

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9.1	REQUIRED WORKSHEETS AND OTHER DOCUMENTS IN THE MUNICIPAL WIRELESS NETWORK RFP RESPONSE	51
9.2	FINAL RFP RESPONSE DOCUMENT FORMAT	52
9.2.3	CITY GUIDELINES FOR MBE/FBE BUSINESSES.....	53
9.3	PRIMARY CONTACTS FOR THE PROJECT	54
9.4	REPORTING REQUIREMENTS	54
9.5	REQUIRED DELIVERABLES	54
9.6	PROPOSAL CONDITIONS AND PROVISIONS.....	55
9.7	RFP ACCEPTANCE PERIOD	55
9.8	PROPOSAL REJECTION.....	55
9.9	PAST UNSATISFACTORY PERFORMANCE OR OTHER CONCERNS	55
9.10	RFP DEVELOPMENT AND OVERALL PROGRAM MANAGEMENT	55
10	REQUIRED RFP RESPONSE CONTENTS.....	56
10.1	OTHER REQUIRED COMPANY PROFILE AND BACKGROUND INFORMATION	56
11	RFP RESPONSE CHECKLIST	58
12	MUNICIPAL WIRELESS RFP EVALUATION PROCESS.....	60
12.1	GENERAL EVALUATION AND COMPLIANCE GUIDELINES	60
12.2	ACCEPTANCE OR REJECTION OF PROPOSALS.....	62
12.3	RFP AWARD	63
12.4	PROCESS FOR ENTERING INTO AGREEMENT.....	63
12.5	OVERALL IT GOVERNANCE AND OVERSIGHT PRE- AND POST-DEPLOYMENT	63
13	RFP EVALUATION CRITERIA.....	64
13.1	SELECTION CRITERIA.....	64
13.2	RFP EVALUATION TEAM.....	65
14	CITY ASSETS.....	67
14.1	CITY ASSET SUMMARY	67
14.2	OVERVIEW OF POLES.....	67
14.3	CITY-OWNED POLE INVENTORIES AND ASSETS.....	67
14.4	CITY-OWNED OPTICAL FIBER	68
14.5	CITY-OWNED COMMUNICATIONS TOWERS	68
14.6	CITY-OWNED BUILDINGS	68
14.7	TRANSPORTATION	68
14.8	POLE ASSETS AND ANCHOR ATTACHMENTS (CODIFIED ORD. SECTION 523.23)	69
14.9	CLEVELAND PUBLIC POWER ASSET SUMMARY.....	71
14.10	CITYWIDE SPENDING ON TELECOMMUNICATIONS	73
14.11	SUMMARY OF CITY-OWNED BUILDING INTERNET CONNECTIVITY	73
14.12	RECREATION CENTERS, PARKS, PUBLIC SPACES CLIMB CENTERS\CTCS	77
15	MUNICIPAL WIRELESS NETWORK CITY VISION MAP.....	82
16	COMPETITIVE LANDSCAPE AND DEMAND ASSESSMENT.....	83
16.1	MAJOR BROADBAND COMPETITORS COMMERCIAL PLANS	83
16.2	MAJOR BROADBAND COMPETITORS RESIDENTIAL PLANS	84
16.3	RESIDENTIAL DEMAND FOR PAID OUTDOOR WIFI SERVICES.....	84
16.4	MUNICIPAL DEMAND.....	85
16.5	PUBLIC SAFETY.....	86
16.6	CLEVELAND MUNICIPAL COURT.....	86
16.7	CLEVELAND PUBLIC LIBRARY SYSTEM	86
16.8	EMPLOYMENT IN KEY CLEVELAND TECHNOLOGY-INTENSIVE INDUSTRIES	86
16.9	MUNICIPAL EMPLOYEES WIRELESS DEMAND POTENTIAL.....	87
16.10	PUBLIC SAFETY NETWORK.....	88

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This request for proposal (RFP) document is the property of the City of Cleveland, Finance Department. It contains certain information about the business of the City. It may not be altered, without the written express permission of the City.

16.11	OTHER CITY SERVICES	89
16.12	PLANNED WIRELESS PENETRATION RATES.....	89
16.13	POTENTIAL ANCHOR TENANTS	90
17	CITY EXPECTATIONS AND ASSUMPTIONS	91
17.1	ADDITIONAL ASSUMPTIONS.....	93
18	STRATEGIC REQUIREMENTS WORKSHEET	96
19	TECHNICAL NETWORK REQUIREMENTS WORKSHEET	103
20	CUSTOMER SUPPORT REQUIREMENTS WORKSHEET	113
21	PLANNED GOVERNMENT & COMMUNITY APPLICATIONS WORKSHEET	118
22	PROPOSED IMPLEMENTATION TIMETABLE	122
23	NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET	123
24	OTHER CONTRACTUAL TERMS AND CONDITIONS	146
24.1	GENERAL CONDITIONS.....	146
24.2	ENTIRE AGREEMENT CLAUSE	147
24.3	INTERRUPTION OF SERVICES.....	147
24.4	TERM.....	147
24.5	SUBCONTRACTING	147
24.6	ASSIGNMENT.....	147
24.7	COMPLIANCE WITH LAWS AND POLICIES	147
24.8	HOLD HARMLESS	148
24.9	INDEMNIFICATION AND INSURANCE.....	148
24.10	NOTICE OF CANCELLATION	149
24.11	COPY OF INSURANCE POLICY	149
24.12	CERTIFICATE OF INSURANCE	149
24.13	POLICY	150
24.14	NO LIMIT OF LIABILITY	150
24.15	AGREEMENT EXTENSION AND MODIFICATION CLAUSE.....	150
24.16	FORCE MAJEURE CLAUSE	150
24.17	FORCE MAJEURE REQUISITES.....	151
24.18	120 DAY MAXIMUM.....	151
24.19	CONFLICT OF INTEREST	151
24.20	LIQUIDATED DAMAGES	152
24.21	DISPUTES.....	152
24.22	REPORTS, INFORMATION AND AUDITS	153
24.23	PROPRIETARY MATERIALS.....	153
24.24	OWNERSHIP OF PROPERTY	153
24.25	WARRANTY	153
24.26	CONFIDENTIALITY.....	153
24.27	TITLE AND CONFIDENTIALITY	154
24.28	TERMINATION CLAUSE	154
24.29	CONTRACT DOCUMENTS	155
24.30	INDEPENDENT CONTRACTOR.....	156
24.31	NOTICES CLAUSE.....	156
24.32	SURVIVAL CLAUSE.....	157
24.33	WAIVER.....	157
24.34	APPLICABLE AND GOVERNING LAW CLAUSE	157
24.35	INCORPORATION BY REFERENCE	157
24.36	RISK DURING EQUIPMENT/SOFTWARE STORAGE AND INSTALLATION	157
24.37	SHIPPING OF EQUIPMENT/SOFTWARE	158

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24.38	OHIO PUBLIC RECORDS ACT.....	158
24.39	PARENTS, COPYRIGHTS AND TRADE SECRETS	158
24.40	INJURIES OR DEATH OF THIRD PARTY	159
24.41	OBLIGATION TO PROVIDER’S EMPLOYEES.....	159
24.42	FICA AND TAXES.....	159
24.43	DURATION OF INDEMNIFICATION	159
24.44	SUBCONTRACTORS	159
24.45	EFFECT OF REGULATION.....	159
24.46	CONTROL OF SUBCONTRACTOR, PROGRAM/PROJECT TEAM AND PROGRAM/PROJECT MANAGER DESIGNATION .	160
24.47	ASSIGNMENTS	160
24.48	WARRANTY	160
24.49	WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE	161
24.50	RESOLUTION AND RESPONSE TIME WARRANTY	161
24.51	FINAL ACCEPTANCE OF THE NETWORK FOR INTENDED CITY AND COMMUNITY PURPOSES	162
24.52	STANDARDS FORMS AND CONTRACTS.....	162
24.53	ADVERTISEMENT.....	162
24.54	NETWORK PASSWORD SECURITY	162
24.55	NON-PERFORMANCE ESCALATION PROCEDURES	163
24.56	NONCOLLUSION	163
24.57	VIDEO TAPING	163
24.58	MAJOR RELEASES/UPGRADES.....	163
24.59	NETWORK SOLUTION LONGEVITY	164
24.60	SUCCESSOR NETWORK PRODUCTS.....	164
24.61	EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY.....	164
24.62	WORKERS COMPENSATION	164
24.63	SOCIAL SECURITY AND OTHER PAYMENTS.....	164
24.64	PLACE OF PERFORMANCE.....	165
24.65	PERIOD OF PERFORMANCE	165
24.66	ENTIRETY	165
24.67	SEVERABILITY.....	165
24.68	OTHER CITY REQUIRED CONTRACTUAL TERMS AND CONDITIONS COMPLIANCE CHECKLIST	166
25	COMPANY PROFILE AND FACT SHEET	169
26	MBE/FBE AND SUBCONTRACTOR PROFILE WORKSHEET	172
27	CUSTOMER REFERENCE INFORMATION WORKSHEET.....	173
28	MUNICIPAL WIRELESS NETWORK RFP 20-YEAR INVESTMENT SUMMARY	174
29	COMMUNITY IMPACT BENEFITS WORKSHEET.....	176
30	MUNICIPAL WIRELESS NETWORK RFP 10-YEAR TOTAL VALUE SUMMARY	179
31	APPENDIX A - INTENT TO PROPOSE FORM.....	181
32	APPENDIX A2 - GENERAL INFORMATION TRANSMITTAL FORM.....	183
33	APPENDIX B – REQUIRED CITY FORMS	184
34	APPENDIX C - OFFICE OF EQUAL OPPORTUNITY (OEO) SCHEDULES 1-6	189
35	APPENDIX D – CITY NONDISCLOSURE CONFIDENTIALITY AGREEMENT	192
36	APPENDIX E – COMMUNITY APPLICATIONS DIGITAL INCLUSION MODEL.....	194
37	APPENDIX F - GLOSSARY OF TERMS.....	198

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LIST OF TERMS

• AP	Access Point
• AES	Advanced Encryption Standard
• CPP	Cleveland Public Power
• CPE	Customer Premises Equipment
• CWD	Cleveland Water Department
• CP	Content Provider
• DNS	Domain Name Server
• EEO	Equal Employment Opportunity
• IEEE	Institute of Electrical and Electronics Engineers
• FBE	Female Business Enterprise
• INET	Intranet Network (City's Optic Fiber Backbone)
• IPSec	Internet Protocol Security
• IP	Internet Protocol
• ISP	Internet Service Providers
• LAN	Local Area Network
• MBE	Minority Business Enterprise
• NOC	Network Operations Center
• OEO	Office of Equal Opportunity
• PoP	Point of Presence
• QoS	Quality of Service
• RFP	Request For Proposal
• SLA	Service Level Agreement
• SP	Service Provider, which includes ISP (Internet), WISP (wireless) or CP (content)
• SNMP	Simple Network Management Protocol
• SSID	Service Set Identifier
• USB	Universal Serial Bus
• VOIP	Voice Over Internet Protocol
• VPN	Virtual Private Network
• VLAN	Virtual Local Area Network
• WAN	Wide Area Network
• WiFi	Wireless Fidelity
• WiMax	Worldwide Interoperability for Microwave Access
• WISP	Wireless Internet Service Provider
• WMM	WiFi Multimedia
• WPC	Water Pollution Control

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“Internet access must be available to anyone who lives, works, or plays in Cleveland. High-speed broadband access will better prepare our citizens for employment and will make our City more attractive to companies looking to expand or locate in Cleveland. This economic impact is essential to improving the quality of life in Cleveland.”

Mayor Frank G. Jackson
City of Cleveland
April 2, 2007

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1 REQUEST FOR PROPOSAL (RFP) OBJECTIVES

1.1 RFP Purpose

The City of Cleveland desires to create a public/private partnership, by seeking a private-sector partner (s) to deploy a Citywide Municipal Wireless Mesh Broadband Internet Network in support of the City's Municipal Wireless Network Strategy for creating a stronger Digital Community of Choice for all Clevelanders. The purpose of the RFP is to select a private-sector partner (a single Provider or group of partnering Providers) to own, fund, design, construct, operate, manage, maintain, repair and upgrade a wireless mesh broadband Internet network infrastructure. The wireless network will be used for the express purpose of increasing the broadband availability throughout the City to improve the quality of life for our citizens, businesses and visitors.

In the past four years, the U.S. has fallen from third to sixteenth in the world in broadband penetration, and highly skilled jobs have been exported to countries that have exploited advances in technology and telecommunications. ¹ As the U.S. lags behind other nations in equipping its residents to compete in the global economy, Cleveland is stepping forward to bring universal, affordable wireless broadband internet access to all its residents, businesses and visitors to boost our economic, social and educational opportunities.

1.2 Objectives To Be Achieved

The City is seeking a private-sector partner to provide Internet access through deploying a wireless mesh infrastructure for Internet access to City buildings, including free wireless service in parks, public spaces, Climb Centers and other designated community and City locations and spaces throughout the City's geographic area. To close the Digital Divide, the City wants to make Internet access available to all Clevelanders and particularly to low-income residents who are underserved by selecting a private-sector partner to provide free to low cost high-speed, broadband wireless connectivity to the Internet for these underserved households. The City is seeking a partner to assist with our Digital Literacy program to increase the Digital Literacy levels of these underserved households.

Through the implementation of a municipal wireless broadband network encompassing the City of Cleveland, residents will receive free to low-cost access to Internet services and City government will receive a secure communications conduit to improve efficiency, increase services, and create a safer City while experiencing cost savings through the reduction of monthly communications services.

Universal, affordable wireless broadband Internet access is essential to connect all residents of Cleveland to the social, economic, educational, culture and economic opportunities they should expect and deserve. In addition to the direct benefits to our residents, universal, affordable wireless broadband access is critical to connect Cleveland to the growing regional, national and global economy of the 21st Century.

¹ Source: http://www.freepress.net/docs/broadband_report.pdf.

To address this vital need, the City of Cleveland desires to bring wireless broadband connectivity to areas where it is currently unavailable or unaffordable. The Request for Proposal is structured to address the City's three major strategic initiatives, which are to:

- **Improve the delivery of City government services and improve worker productivity by supporting the City's mobile workforce, which is focused on improving services for residents, citizens, businesses, and visitors. Streamline the interaction between City government, constituent, and other government entities and agencies.**
- **Close the Digital Divide and increase Digital Literacy to households at or below the poverty level by making modern computer and Internet technology available across Cleveland. Reduce poverty by bringing the economic, educational and cultural opportunities of the Internet to those who previously did not have access.**
- **Foster a vital economic development environment for the City and Region by creating a more modern and sophisticated workforce for business attraction, growth and retention, and stimulate private investment and competition for all broadband services.**

These three initiatives comprise the major components of any serious responses to this Request For Proposal. The City invites information and comments regarding these goals and objectives.

To forge an effective public/private partnership, the City will offer the long-term use of its infrastructure assets, such as street lights, traffic poles, access to City-owned buildings, towers, rooftops and other City assets to deploy a robust municipal wireless broadband network infrastructure. Additionally, the City will help with broker agreements with its sister agencies and local utilities to use their infrastructure to ensure the wireless network is successfully deployed within the desired implementation schedule.

1.3 City Expectations of the Private-Sector Partner

The City's private-sector partner (s) would be expected to provide:

- **A dedicated and free wireless network for Internet access for the City's safety and mobile workers to improve worker productivity.** The wireless network will enable the City to use modern technology and applications to improve their productivity and deliver better government services more cost-efficiently and effectively. This means the network will be used for public and private purposes with appropriate separation and security for City use as required by the City.
- **Affordable, universal Citywide Internet access will be available to citizens, businesses and visitors.** Cleveland's wireless broadband network must reach every neighborhood, every populated area. The City is seeking a proposal that offers free to low-cost service options to every Clevelander and visitor. In addition, non-profit organizations should receive special pricing.
- **Free access in parks and other designated public places.** Every designated public park, spaces with high-traffic, popular neighborhood destinations (i.e., airports, stadiums,

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arenas, Public Square, downtown) and other designated destination sites in the City will have free access to the new network.

- **Free access in the Recreation Centers, CLIMB (Computer Learning In My Backyard (CLIMB)/CTC Centers or other designated programs, which help to increase Digital Literacy in our neighborhoods and close the gaps of those with access and those without access to modern technology.** Building on the success of “Cleveland CTCs and the CLIMB initiative,” the new network must include support for these centers to offer more robust applications to support mobility and digital equity in underserved communities. This includes support for community-based applications, which are meaningful and include computer ownership for low-income households. The City expects a financial commitment to support these types of digital inclusion programs.
- **Support for open access to multiple commercial, e.g., ISPs, or institutional service providers.** The winning provider will allow other companies to participate in a wholesale model. The winning wireless provider is expected to market wholesale services and market directly to the residential, business and other government subscribers.

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2 BECOMING A DIGITAL CITY OF CHOICE

2.1 Creating A Municipal Wireless Broadband Strategy

This section outlines the City of Cleveland's Municipal Wireless Strategy, which is part of the broader Citywide IT Strategic Plan. The section is intended to outline the City's case of why having a robust wireless broadband infrastructure is crucial to the technology priorities of Mayor Jackson. It is a brief description of the process and guiding principles used to develop recommendations for the City of Cleveland's Wireless Strategy. Development of the strategy began in 2005 when OneCommunity was awarded a City UDAG grant, which required them to develop a wireless strategy that could be used by the City of Cleveland.

Using Intel Corp. as facilitators, the City convened a group of 30 City employees and IT community leaders to form a strategy design team (formerly OneCleveland) to develop the municipal wireless network strategy. This section describes the context, minimum requirements and recommendations for a comprehensive municipal wireless strategy for the City of Cleveland. Mayor Jackson's technology priorities served as the basis for the development of the City's strategy.

2.2 Mayor Jackson's Strategic Technology Priorities

During his mayoral campaign, Mayor Frank G. Jackson laid out his vision for returning Cleveland to greatness through a series of "Expect Great Things: Frank Jackson's Vision for Cleveland" position papers.² He stated the following, "... As Mayor, I will both introduce legislation and present an administrative plan to start us on the road to becoming a City of Choice... I will accomplish this by creating cultural change, attitudinal change, and structural change."

One of the structural changes is to continue enhancing our technology broadband infrastructure to realize our wireless vision.

2.3 Municipal Wireless Network Vision Statement

The Wireless Strategy Design Team adopted the following vision statement to guide development of the strategy. "We envision a robust Citywide wireless network infrastructure that will enable citizens, businesses, social institutions and visitors access for **ANYONE**, at **ANYTIME** from **ANYWHERE** throughout the entire Cleveland metropolitan area. This infrastructure will be driven by the development and integration of innovative collaborative public/private partnerships. The infrastructure will support end-to-end wireless enterprise application solutions for the constituents we serve. The City's wireless vision and strategy will maintain alignment with the community-based Voices and Choices goals and priorities and will support how they will be achieved through the use of information technology.

² Source: Frank Jackson, *Expect Great Things: Frank Jackson's Vision for City hall Reform in Cleveland*, September 2005. Also see his other papers which describe what he envisions for improvements to the City.

Envision the Day When ...

- **Our Citizens** view and apply for all City permits, applications online, pay taxes, parking tickets, and all other City services, can call a single-one-stop number for most City services, i.e., 311 and the City can initiate alerts through a Reverse 911 capability.
- **Our Employees** are doing job training online, can access City systems from anywhere at anytime, have automated and stable administrative systems for all operations whether in City Hall, out in the field or at home, Firemen can communicate remotely showing inside of the building, Policeman can access critical information in the field, inspectors can generate permits in the field, waste collection can route and reroute in the field.
- **Our City Suppliers/Providers** can respond to Bids, RFPs, RFIs, and RFPs interactively online, complete and submit forms for City certifications, and can be paid electronically for services, can pay all City services online, can enter into contracts and agreements online for their goods and services.
- **Our City Council** can view legislation and City reports online, conduct committee meetings and produce final documents in real time and never lose a document, view and respond to citizen concerns promptly, conduct web casts and live chats with constituents, spend more time in the wards with remote access to administrative systems.
- **Our Visitors** to the City can view our greatest City assets, cultural, social and business venues and activities in one place to ensure their experience with our City is pleasant and memorable.

To support these key stakeholders, the Mayor's Vision is to "Create a culture of excellence in our Information Technology (IT) environment, enabled by sound and efficient operational practices, employing state of the art IT as an instrument for enabling access, information exchange and cost-efficient and effective government-to-citizen, and government-to-business, and government-to-government online services."

2.4 Principles of the Cleveland Municipal Wireless Strategy

Any implementation of the wireless strategy must adhere to the following principles:

1. **Public/private partnership** that leverages the assets of both entities;
2. **Pervasive, sustainable and scalable** infrastructure that can be shared for public and private access, services and takes full advantage of wireless integration and wireless mobility throughout the City's geography;
3. **Fixed, secured and mobile** applications for safety and other governmental entities to support mobile workforces throughout the City's geographic region;
4. **Tiered pricing** model offering Free to Low Cost Services for City Workers, Citizens, Businesses and Visitors to close the Digital Divide and increase digital literacy, while promoting economic development initiatives;
5. **Shared cost model** that lowers the cost of access and usage to all consumers and advances interoperability arrangements between public and private organizations within and between geographic regions in Northeast Ohio;
6. **Open architectures** to accommodate fixed or mobile new or emerging technologies for voice, video, image and data applications and capabilities;
7. **Remote and open access** capabilities for education, social, health and other non-profit institutions using low cost technologies and devices throughout the community;

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8. **Support and underwriting for community digital literacy programs** conducted throughout the City to build computer skills for the growing IT workforce and other “knowledge-based” jobs; and
9. **Open access** is that allows for other non-owner providers to participate on the network through mutual arrangements.

2.5 Wireless Capabilities to Improve City Services

Wireless networks make it possible for the City to efficiently and effectively:

- Deploy E-Government applications to citizens, businesses and visitors over the Internet;
- Support a mobile City workforce, i.e., Safety, Building and Housing Inspectors, Parks, Public Service employees in the field;
- Enable community organizations to communicate and share information with each other more efficiently and build stronger community networks;
- Provide citizen and Provider online self-service capabilities, commonly referred to as E-Government online services through the Internet;
- Create positive experiences for visitors and guests to the City;
- Improve customer service by improving government’s responsiveness to problem resolutions and inquiries.

2.6 Anticipated Community Benefits Guiding the Strategy

The City of Cleveland’s wireless infrastructure will provide access to a multipurpose and secure municipal wireless network that will extend and connect existing and future public and private networks. This infrastructure will support a “world class” wireless environment that enables our constituents to use applications offered through the Internet. The network will be used to address the following community needs:

- Provide **No cost to Low-cost wireless access** services through a tiered pricing strategy by network providers;
- **Close the Digital Divide** and **increase the level of Digital Literacy** for those living at or below the poverty level and other underserved segments of our community;
- **Induce private organizations to provide “first in class” applications** that improve the Quality of Life for our Citizens and Visitors;
- **Operate a full suite of E-government services** that improve the efficiency and effectiveness of delivering City services in support of a mobile workforce;
- **Promote the sharing of network services** that enable interdepartmental, intergovernmental and interCity (regional) sharing of IT infrastructures, applications and services throughout the Region;
- **Enable advancement in the level of educational attainment and average household income** in the City of Cleveland through collaborative efforts with the academic, social, educational institutions; and
- **Foster economic development** by offering a wireless broadband infrastructure as a competitive advantage for those engaged in attracting, relocating and retaining businesses in the City of Cleveland, and entrepreneurs wanting to increase their local presence.

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2.7 Other Strategic Drivers For The City's Municipal Wireless Network Strategy

As part of the overall IT strategic plan, a robust voice and data network infrastructure must be in place to support the following drivers:

- Need for greater interoperability between safety services as mandated by Homeland Security initiatives
- Support for more e-Government City services to support a mobile citizenry and City workforce
- Mandate to close the Digital Divide in our underserved communities
- Requirement to improve the Quality of the Life of our citizens by bringing technology into homes, businesses and schools
- Need to drive economic development in our Region by attracting and retaining more businesses
- Desire to become a City of Choice for visitors

2.7.1 Participants Of The Municipal Wireless Strategy Design Team

City of Cleveland Representatives:

- Dr. Melodie Mayberry-Stewart, CTO and Chair
- Richard Barton, CPP Operations Manager, Utilities Department
- Michael C. DeAloia, Senior Executive for Technology Business Development, Economic Development Department
- Doug Divish, Commissioner of ITS, Finance
- Mark Hogan, IT Manager, Port Control Department
- Harold Madorsky, Attorney, City Law Department
- Matt Malec, Commissioner of Safety ISS, Safety Department
- Melinda Raimann, Deputy Commissioner of Water, Utilities Department

Other Government Entity Representatives:

- Gary R. Cavin, CIO, City of Columbus, Ohio
- Linda Lingler, CTO, Cuyahoga County
- Hamid Manteghi, VP of IT, Greater Cleveland Regional Transportation Authority
- Joan McFaul, VP of IT, Metro Health Hospital
- Paul Taraba, WAN Administrator, Cuyahoga County ISS

IT Industry Community Leaders:

- Scott Chapin, Executive, DigiKnow

- Bill Callahan, Executive Director, Digital Vision
- Dr. Paula Gomez Farrell, VP, NorTech
- Tom Furnas, CIO, Ideastream
- Darin Haines, VP of Shared Services, Greater Cleveland Partnership, Cleveland Visitors and Bureau and COSE
- Kevin D. Johnson, President, KDJ Group, LLC
- Steven MacIntyre, Director of IT Infrastructure, Cleveland Clinic
- Bill Nemeth, Vice President, Mirifex
- Beverly Peterson, Former President, Black Data Processing Associates, and Prof Operations, CAAO
- Norm Roulet, Executive, Realneo
- Terry Travis, CEO, Cleveland365.com

Education:

- Joseph Podach, Chief of Operations and Performance Improvement, CMSD
- Tom Bender, CIO, CMSD
- Robbi Ewell, Executive Director, Technology Library Learning Institute, Cuyahoga Community College
- Joe Smucny, Acting VP and CIO/CTO, Cuyahoga Community College

OneCommunity Representatives:

- Dr. Lev Gonick, VP, Case Western Reserve University and Chair of OneCommunity Board

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- Scot Rourke, President, OneCommunity
- Ryan Terry, Executive, OneCommunity
- Brett Collingwood, Solution Architect
- Robert Kavula, Project Manager and Solution Architect
- Steve Taylor, solution Architect, Intel Solutions Services

Intel Solutions Group:

- Pat Morris, Client Manager

2.7.2 The City's Overall Information Technology Strategic Goals

The City of Cleveland wireless strategy is one component of a larger strategic plan, which encompasses the following additional goals;

- **Acquire and deliver a portfolio of “best of breed” innovative government mission-critical applications and a supportive voice and data network infrastructure** that enhances the City's ability to offer a full suite of online cost-efficient and effective web-based E-Government operational application.
- **Achieve and maintain a “most wired/wireless City government” national reputation** by implementing an IT infrastructure that enables effective communications throughout the City enterprise for voice- data- image- and video networks, and support services.
- **Champion and support the implementation of “best practice” digital literacy programs** to build a trained workforce, increase digital literacy, and create job skills that meet the future job requirements for a 21st Century “knowledge-based” Information Age.
- **Implement programs, which leverage IT to enable redesigned processes to simplify and streamline City services, improve worker productivity and improve citizens' level of satisfaction** with City services and their quality of life.

To achieve these strategic goals, the City must implement strategies that enable it to become a higher performing City government; this includes a higher performing IT service organization. Extensive research has outlined the characteristics most common for high-performing organizations and IT groups in particular.

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3 CITY OF CLEVELAND HISTORY AND PROFILE

3.1 Cleveland’s Rich History

Cleveland, Ohio is the second largest City in Ohio and is the county seat of Cuyahoga County, the most populous county in the State of Ohio. Cleveland is the center of Greater Cleveland, the largest metropolitan area in Ohio. The Metropolitan Area is part of the larger Cleveland-Akron-Elyria Combined Statistical Area, which is the 14th largest in the country with a population of 2,945,831 according to the 2000 Census.

The municipality is located in northeastern Ohio on the southern shore of Lake Erie, approximately sixty (60) miles west of the Pennsylvania border. It was founded in 1796 near the mouth of the Cuyahoga River, and became a manufacturing center owing to its location at the head of numerous canals and railroad lines. With the decline of heavy manufacturing, Cleveland’s businesses have diversified into the service economy, including the financial services, insurance, and healthcare sectors.

City residents and tourists benefited from investments made by wealthy residents in the City’s heyday, in arts and cultural institutions, and philanthropy, which helped to establish a robust public library system in the City. More recent investments have provided the City with tourist attractions in the downtown area, such as Jacobs Field, the Rock and Roll Hall of Fame, and Playhouse Square Center.

Studies conducted by The Economist in 2005, revealed Cleveland and Pittsburgh were ranked as the most livable cities in the U.S., and the City was ranked as the best City for business meetings in the continental U.S. Nevertheless, the City faces continuing challenges, in particular from concentrated poverty in some neighborhoods and difficulties in the funding and delivery of high-quality public education.

Redevelopment within the City limits has been strongest in the downtown area near the Gateway complex – consisting of Jacobs Field and Quicken Loans Arena, and near North Coast Harbor – including the Rock and Roll Hall of Fame, Cleveland Browns Stadium, and the Great Lakes Science Center. Economic development, retention of young professionals, and capitalizing upon its waterfront are current municipal priorities.

3.2 City of Cleveland Profile Summary

City of Cleveland Profile Summary		
Characteristic	Item	Current Status
Population & Density		
	Geographic Area	77.6 Square Miles
	% of Cuyahoga County Land Area	17%
	Population	~485,000
	City National Ranking (Size)	33rd largest
	Population of Cuyahoga County	1,363,800
	Cuyahoga County Ranking (Size)	22nd largest
	Cleveland as a % of Cuyahoga County	36%

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City of Cleveland Profile Summary		
Characteristic	Item	Current Status
	Population	
	Persons Per Square Mile	6,167
Residential & Commercial		
	# of Housing Units	215,856
	Home Ownership Rate	48.5%
	# of Business Establishments	24,352
Economy		
	Consumer Market U.S. Ranking	15th Largest
	Retail Sales Per Capita	\$4,751
	Downtown Residents	8,000
	# of Fortune 500 Companies Headquartered in Greater Cleveland	12
	Annual Sales of Fortune 500 Companies	\$196 Billion
	Within 500 Miles of Cleveland:	
	% of U.S. Households	44%
	% of U.S. Population	43%
	% of U.S. Effective Buying Income	45%
	% of U.S. Employment	46%
	% of U.S. Manufacturing Employment	49%
	% of Fortune 500 U.S. Headquarters	56%
Travel and Tourism		
	Annual Leisure Visitors	9.14 Million
	Tourism Industry Expenditures	\$4.53 Billion
	Industry Jobs	69,200
	Designated Marketing Area (DMA)	3.9 Million Residents
	Designated Marketing Area US Ranking	14th Largest
Regional Transportation (Greater Cleveland Regional Transit Authority – GCRTA) 3		
	Annual Ridership	57 Million Passenger Trips
	Service Area	458 Square Miles
	Municipalities Served	59
	Population Served	1.4 Million
	Vehicles:	2281
	Buses	654
	Shelters	1338
	Rapid Transit Rail Cars	108
	Stations	52
	Paratransit Vehicles	60
	Commuter Circulators	69
Socio-Economic Characteristics		
	Median Age	35.3 Years
	Median Household Income	\$24,105
	Per Capital Income	\$14,825

3 Source: 2005 Greater Cleveland Regional Transit Authority Annual Report

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City of Cleveland Profile Summary		
Characteristic	Item	Current Status
	Mean Household Income	\$33,173
	% of Population Below the Poverty Level	26.2%
	% Over 25 years with A Bachelor's Degree or Higher	12.6%
	Racial Distribution:	
	White	41.5%
	Black or African American	51.0%
	Hispanic -	7.3%
	Other -	.2%
City Government ⁴		
	# of City Departments, Plus City Council and Cleveland Municipal Court Branches	22
	City Workforce	8700
Estimated Mobile Workforce	Mobile "In the Field" Workforce	4130
	Mobile Safety Forces (Uniformed Only)	2914
	Police	525
	Fire	175
	EMS	125
	Public Services	350
	Building & Housing	171
	Parks, Recreation and Properties	150
	Public Health	65
	Community Relations	19
	ITS	16
	Aging	5
City Assets and Infrastructure		
	Parks and Recreation Properties (Including Golf Courses)	442
	City-owned Buildings	240
	Recreation Centers	20
	City-Owned Utility Poles w/Street Lights	46,165
	City-Owned Traffic Poles	1,115
	City-Owned Radio Towers	6
	800 MHz Radio Communications System	City -Owned
Buildings & Vehicles		
Network Connectivity		
	City Optic Fiber Backbone (INET) Gigabit Ethernet:	45.8 Miles
	# of City Buildings Connected to INET	60
	% of City Buildings on INET	25%
	Airports (100 Mbps, Gigabit Ethernet)	60
	# of Airport Buildings Connected	1
	Buildings with % of Major Facilities Connected	100%
	Utilities Opteman Circuits	21

⁴ Note: City numbers are based on 2007 Budget Estimate and are subject to change.

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City of Cleveland Profile Summary		
Characteristic	Item	Current Status
	Total City T1 Lines	53
	Safety	20
	Utilities	21
	Airports	7
	Justice Center (Cleveland Municipal Court)	6
	Total City DS3 Circuits	2
	Fire	2
	Total City DSL Lines	27
	Recreation Centers	20
	Other Locations	7
	Total City ISDN/Pri Lines	28
	Police	4
	Fire	1
	Utilities	13
	Airports	3
	Justice Center	7
	Total City Gigaman Circuits	12
	Utilities	12
VOIP Usage	# of VOIP Users via City INET	3370
	General Fund Departments	2170
	Public Utilities	800
	Justice Center	400
	Port Control	110
	% of Total City Using VoIP	39%
Wireless Vehicles		1070
	Safety Vehicles w/Wireless Access	555
	Safety Employees With Wireless Devices	515
Wireless Buildings		3
	Police	1
	EMS	1
	Airports (For Travelers Only)	1
Digital Inclusion Environment		
	% of Households That Own A Computer	55.5%
	Accesses the Internet (from home, work or other place)	
	All Respondents	50.6%
	Men	51.6%
	Women	49.7%
	By Education	
	Less Than High School Graduate	16.8%
	High School Graduate	37.9%
	Some College	65.8%
	College Graduate	88%
	Post Graduate	87.5%
	By Household Income	
	Less than \$24,999	29.5%
	\$25,999-34,999	40.2%
	\$35,000 - \$49,999	53.6%

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City of Cleveland Profile Summary		
Characteristic	Item	Current Status
	\$50,000 - \$74,999	69.5%
	\$75,000 or More	65.2%
	By Race	
	White	52.7%
	Black and African American	47.3%
	Other	63.8%
	Of Hispanic Origin	41.7%
	% of Households Accessing Internet In Last 30 Days	41.2%
	# Computer Learning In My Backyard Centers (CLIMB)	27
	% of CLIMB Centers offering Digital Literacy for Low-income households	100%

The Cleveland Economy

Greater Cleveland today is a global corporate center where national and international corporations grow and develop from the area's strong, diversified economy. Poised as the leading center of commerce between New York City and Chicago, Greater Cleveland has been ranked by Fortune magazine as the sixth best location in North America to conduct business. Six major industries have evolved to become the economic strength of the region: Health & Medicine, Science & Engineering, Biotechnology & Biomedical, Information Technology, Manufacturing and Education. Ten companies headquartered in Northeast Ohio / Greater Cleveland are on Fortune magazine's 2005 list of the top 500 U.S. corporations. The eight-county Cleveland-Akron Consolidated Metropolitan Statistical Area (CMSA) is home to 113 companies with revenues of \$100 million or more, and more than 290 international companies have a presence here.

Located within 500 miles of the Cleveland Market:

- 44% of U.S. Households
- 43% of U.S. Population
- 45% of U.S. Effective Buying Income (E.B.I.)
- 46% of U.S. Employment
- 49% of U.S. Manufacturing Employment
- 56% of Fortune 500 U.S. Headquarters

City Transportation and Utilities Regional Systems

The City owns and operates two airports, Cleveland Hopkins International Airport and Burke Lakefront Airport. In addition, the City owns and operates a regional Water System (Cleveland Water Division - CWD), Water Pollution and a municipal electric utility (Cleveland Public Power – CPP) Utilities.

Airports. The Cleveland Hopkins International Airport (CLE), and the smaller private Cleveland Burke Lakefront Airports (BKL) are owned and operated by the City and make up the Cleveland Airport System. Hopkins Airport is the first City-owned and operated airport in the Country. It

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was established in 1925 and this year celebrates 82 years of operations. It is the largest airport in Northeast Ohio.

Hopkins is the hub for Continental Airlines and provides services for 10 other airlines. It is the 34th busiest airport in the Country, with over 260,000 takeoffs and landings for 12 million passengers annually. The passengers are evenly split between private and commercial customers. Daily, Hopkins has more than 320 flights to 80 destinations, including nonstop flights to England, Mexico, and Canada.

Hopkins provides more than 9,000 jobs in and around the airport as a major economic development engine for the Northeast Region, with an additional 29,000 jobs affected by airport operations. The FAA has rated Hopkins one of the safest airports in the Country.

Burke Airport, located in downtown Cleveland at the Lakefront is home to such private operators as Millionair and the Aircraft Business Center. Burke is the home of the U.S. Women's Aviation Museum and the Cleveland Grand Prix car racing event.

Regional Water System The Cleveland Water Division (CWD) is one of the largest regional water systems in the Country. In 2005, CWD celebrated 150 years of providing water to the region. CWD currently services 70 communities in three counties covering 640 square miles, with 1.5 Million customers.

Electric Utility. Cleveland Public Power (CPP) was established in 1906 and is the 35th largest municipal-owned electric utility in the County. CPP services residential and commercial customers. The CPP light poles are being made available to the winning responder of the RFP.

Note: Please refer to Section XV for a summary list of the City-owned buildings and the type of connectivity. A more detailed list of City owned buildings and Utility facilities will be available to responders through a confidential Non-disclosure arrangement for those candidates who go to Round 2 of the evaluation process.

3.3 Cleveland's Quality of Life Ranked As One of the Best

Often cited as a model for urban rebirth and named one of the top 10 international visitor hotspots by *Travel and Leisure* magazine, the City of Cleveland, located on the shores of Lake Erie, has truly lived up to its image as the New American City. Cleveland's success story today is fueled by an on-going commitment to growth and a global vision for the future. In fact, *Fortune* magazine ranked Greater Cleveland as one of the 10 best cities for business in North America, *Places Rated Almanac* named the City the nation's #2 destination for recreation and *Partners For Livable Communities* named Cleveland one of four "most livable cities" in the United States this decade! Most recently, *USA Today* named Cleveland one of 10 great places to take a hike in the big City.

Cleveland boasts world-class cultural institutions, major-league sports, state-of-the-art attractions, unique ethnic neighborhoods, great shopping and dining, hot nightlife, a national park for outdoor recreation, internationally acclaimed education and health institutions and affordable housing that has people all over the world noticing what residents have always said...Cleveland is the best location in the nation!

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Cleveland's downtown area has more than 8,000 residents and is now the seventh (7th) fastest growing downtown area in the country and the fastest growing one among Midwestern cities.

3.4 Cleveland's Rich Social and Cultural Scene

- Cleveland is home of the Rock and Roll Hall of Fame, the world's first museum dedicated to the living legacy of rock & roll music.
- Cleveland has a long history as a sports town and is home to the Cleveland Indians, Browns, Cavaliers and a new Hockey team.
- Cleveland's Museum of Art is ranked as one of the top art museums in the world with more than 34,000 thousand works of art and admission is "always" free.
- Cleveland's Playhouse Square is home to the largest performing arts center in the world, outside of New York.
- Cleveland's Great Lakes Science Center is home to the largest "hands on" science center in the U.S. and 9th largest science center in the U.S.
- Cleveland's Health Museum of Cleveland is the first health museum in the Western Hemisphere.
- Cleveland's Museum of Natural History is the first and largest in Ohio, and considered one of the finest in the Country. It is home of the oldest planetarium in Ohio.
- Cleveland's Metroparks Zoo system is the ninth (9th) oldest zoo in the Country and second (2nd) oldest zoo in Ohio. It has one of the largest primate collections in the country.
- The Rain Forest is the largest and most comprehensive rain forest exhibit in the country.
- Cleveland's Metroparks is the oldest and largest park district in Ohio with more than 19,000 acres of parkland.
- Cleveland's Western Reserve Historical Society is the oldest cultural institution, founded in 1867, and the James A. Garfield National historic Site memorial library set the precedent for other Presidents to establish libraries in their names.
- Cleveland is located on Lake Erie, the oldest, warmest, and shallowest of all the Great Lakes.

3.5 Cleveland's Rankings

- Named a Top 10 underrated travel destination by TripAdvisor.com (October 2006)
- Ranked #1 for "Most Livable City" in the U.S. and 26th in the world by the Economist Intelligence Unit, reported by cnn.com (October 2005)
- A Top 10 Summer Vacation Destination, msn.com (May 2004)
- Named one of the 10 ten safest and culturally most fascinating cities to visit in the U.S., *Travel Smart* (January 2004)
- Named a Top 10 City for walking by The American Podiatric Medical Association, www.msn.prevention.com (November 2003)
- Named a 2003 Top 25 Arts Destination, www.americanstyle.com (October 2003)
- Named one of 10 great places to take a hike in the big City. "Once known as the 'Mistake on the Lake,' Cleveland, bordering Lake Erie, is now America's No. 1 turnaround story. Walkers will appreciate the 60-mile string of parks and greenbelts known as the 'Emerald Necklace.' And if you walk to the rock 'n' roll beat, you'll love the Rock and Roll Hall of Fame and Museum." *USA Today* (September 2003)
- A Top 10 Summer Vacation Destination, msn.com (June 2003)

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- One of the Best Park Systems in the Country according to the *National Park & Recreation Association* (October 2001)
- Top Five U.S. City for Meetings, *Get There Direct Meeting Company* (February 2001)
- Cleveland Browns fans ranked first in NFL fan support, *Sports Business Journal* (January 2001)
- One of the "most livable cities" in America , *Partners For Livable Communities* (Sept. 2000)

3.6 Cleveland's Major Neighborhoods

Cleveland, located on the body of the Great Lakes (Lake Erie) covers a shoreline of 100 miles and 40 miles inland. The major neighborhoods located east and west of downtown are rich in history, assets and activities. Below is a brief description on each of the major thirteen (13) neighborhoods.

3.6.1 Coventry Village

Coventry Village in Cleveland Heights has an atmosphere all its own, retaining the counterculture atmosphere that made Coventry a magnet for the area's bohemians in the 1960s and 70s. The heart of Coventry Village offers a truly original shopping experience with an eclectic assortment of boutiques featuring everything from retro clothing and toy shops to off-beat music stores. Several restaurants and nightclubs featuring live musical acts round out this hip village.

3.6.2 Cudell/Edgewater

On the edge of the near west side of Cleveland, the Cudell/Edgewater community is best known for the popular Edgewater State Park, which overlooks Lake Erie and offers visitors hiking and biking trails, picnic spots and fishing piers. Many grand homes in the area, developed during the Gilded Age, still reflect the status of Cleveland's most notable millionaires. The area is also full of off-beat coffee houses, up-beat delis, unique gift shops, quiet little restaurants and nightly entertainment.

3.6.3 Fairfax

Originally settled by New Englanders and European immigrants in the late 1800s, Fairfax has not only retained many of its Victorian-style homes and turn-of-the-century churches, but is extremely rich in African-American social life and culture. Located on the east side of Cleveland near University Circle, Fairfax is home to many historical landmarks and major institutions, including the Cleveland Clinic Foundation, an internationally-recognized health care and research facility, the Cleveland Play House, the nation's first regional theatre and Karamu House, the nation's first multicultural arts center and theatre.

3.6.4 Glenville

Named for its shady, thick glens, Glenville began in the 1880s as a fashionable summer resort for the wealthy families of Cleveland. Today, visitors can still glimpse the area's scenic beauty as they stroll through Rockefeller Park's Cultural Gardens or the City of Cleveland Rockefeller Park Greenhouse. With a predominantly African-American population, Glenville is characterized by a

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strong sense of community and is an example of urban housing renewal as well as commercial development and redevelopment.

3.6.5 Kamm's Corner

Kamm's Corners, named after the late 19th century settler, Oswald Kamm, has a long and distinguished history as one of Cleveland's most desirable and vital neighborhoods. Located west of the City, Kamm's offers a suburban lifestyle combined with easy access to Downtown Cleveland. Kamm's Corners features a variety of homes from luxurious to affordable, and has great outdoor recreation with municipal parks and the Metroparks Rocky River Reservation. Of interest is Oswald Kamm's General Store and Post Office. Built in 1875, the building is now a historically renovated restaurant and anchors the "village feel" in a suburban setting.

3.6.6 Little Italy

Just up the road from University Circle is Little Italy, one of the City's best-known and geographically distinct neighborhoods. First settled in the late 19th century by skilled Italian artisans, Little Italy (also known as Murray Hill) has retained much of its old-world charm and sense of tight-knit community. The area is home to a blend of art galleries and shops, offering a wide variety of crafts, paintings and sculptures. Murray Hill Art walks are held the first weekend of June, October and December. As its name might suggest, Little Italy offers some of the finest Italian-style dining in the Greater Cleveland area. Whether it's pizza or pasta, calzone or calamari, if it's Italian, you'll find it in Little Italy's restaurants. The Feast of the Assumption is a week-long street festival that begins and ends with a traditional procession in August.

3.6.7 Northeast Shores

The neighborhood of North Collinwood, one of the oldest and most distinguished communities in Downtown Cleveland, was once the home of Euclid Beach Amusement Park. Now it boasts two beautiful lakefront state parks, with bike and walking trails, swimming, and boat docks. The East 185th Street Festival is the largest neighborhood festival in Cleveland. The area also includes new homes, luxury townhouses, funky apartments and classically renovated older homes.

3.6.8 Ohio City

The Ohio City neighborhood, just across the Cuyahoga River from downtown, is known for its ethnically-diverse population and its historic West Side Market, located in the historic Market Square District. An Ohio City landmark since 1912, the market is the largest indoor/outdoor market in the country. Easily identified by its graceful clock tower, visitors will find 180 booths offering a tempting assortment of fresh produce, bakery, meats and ethnic foods from around the world. Across from the West Side Market are several trendy restaurants and Great Lakes Brewery, known for its award-winning beer. Throughout Ohio City, many lovely Victorian-era homes have been painstakingly renovated, so that today the neighborhood evokes a serene charm reminiscent of a bygone era. The Market Square District is currently undergoing a multi-million dollar facelift and will receive new brick sidewalks with newly planted trees and Victorian lamps along the streetscape. A residential project is also underway that will add 78 apartment units and a 120-year-old theatre is currently being renovated into an up-scale dance club.

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3.6.9 Shake Square/Larchmere

Shaker Square, the oldest shopping area in Ohio is a place for the discerning who are looking for quality merchandise and personal service, a broad choice of restaurants from fine to casual dining and a beautiful 6 screen cinema. Visit us Saturday mornings starting in April for locally grown produce at our Farmer's Market. Stroll one block north to Larchmere Boulevard, Cleveland's Art and Antique district, home to over 40 shops, galleries, restaurants and services that offer a unique urban shopping experience. Cleveland's only outdoor antique show is held in June. Two light-rail Rapid Transit lines stop at the Square. They offer fast (just 12 minutes) transportation to downtown Cleveland, the waterfront and Cleveland Hopkins airport.

3.6.10 St. Clair Superior/Goodrich

Just east of downtown and a stone's throw away from Lake Erie, this area is home to more than 23 nationalities, including Asians, African- and Caribbean-Americans, Eastern Europeans and Hispanics. Its commercial district is dotted with ethnic specialty restaurants, shops and markets, including Cleveland's "Chinatown." Highlights include popular restaurants and Asia Plaza, which offers an authentic Chinese market and herbalist

3.6.11 Tremont

Welcome to historic Tremont, a rejuvenated neighborhood that has gained a reputation as one of Cleveland's hot spots for entertainment, art and dining. Originally settled by Eastern Europeans, Appalachians, Greeks, Polish and African-Americans, Tremont's newest residential influx consists of young urban professionals and artists, lured by the area's eclectic surroundings. We have one of the largest concentrations of architecturally notable churches in the country. Stroll through Lincoln Park, the neighborhood's landmark epicenter. You'll find charming shops, local pubs and lounges, like the Lava Lounge, and places to sip coffee or enjoy a delicious meal prepared by award-winning chefs at restaurants such as Fat Cats and Theory. The Tremont ArtWalk is held the second Friday of every month in the neighborhood galleries, pubs and restaurants.

3.6.12 University Circle

University Circle, located four miles east of Downtown Cleveland, is the cultural center of the City and Northeast Ohio. One square mile in size, University Circle is home to more cultural and performing arts institutions within one square mile than anywhere else in the country. It is the nation's largest concentration of cultural and educational institutions within one square mile. Museums include the highly acclaimed Cleveland Museum of Art, the Cleveland Museum of Natural History and the Western Reserve Historical Society. The magnificent Severance Hall is the winter home of the world-renowned Cleveland Orchestra. All are within walking distance of one another, situated in a lovely park-like setting. Additional attractions include the African-American Museum and Botanical Gardens. Glidden House is an exquisite 60-room hotel located in the heart of University Circle. This 1910 mansion is listed on the National Register of Historic Places. Admission to the museums are FREE during the festivals Parade the Circle in June and CircleFest in December.

3.6.13 Westown

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The Westown neighborhood offers many unique dining experiences. From Vietnamese, to German, to Mexican, or Middle Eastern foods, diners can expect a little bit of everything found around the world. Ethnic grocery stores are available to take ethnic eats home with you. So come to Westown, where you can taste the world.

3.7 Digital Inclusion Characteristics and Digital Community Designations

- Between March 2004 and February 2005, Scarborough Research 5 conducted a survey to ascertain the level of computer ownership and Internet use among adult residents in Cleveland. A summary of the Scarborough Cleveland Survey results revealed the following, as compared to the **(PEW National Survey, highlighted in bold red)** ⁶
 - **% of Households that own a computer** – 55.5%
 - **Accesses the Internet (from home, work or some other place)**
 - All Respondents – 50.6% **(67%)**
 - Men – 51.6% **(67%)**
 - Women – 49.7% **(68%)**
 - **By Education**
 - Less Than High School Graduate – 16.8%
 - High School Grad or GED – 37.9%
 - Some College (No Degree) – 65.8%
 - College Graduate – 85-88% **(89%)**
 - Any post Graduate – 87.5%
 - **By Household Income**
 - Less than \$24,999 – 29.5%
 - \$25,000 - \$34,999 – 40.2%
 - \$35,000 - \$49,999 – 53.6%
 - \$50,000 - \$74,999 – 69.5% **(85%)**
 - \$75,000 Or More – 65.2% **(92%)**

The City of Cleveland has been recognized with the following global recognition for efforts to become a stronger online community.

- In 2005, Cleveland was designated an Intel Corporation Digital Community. This designation was given in recognition of the community initiatives led by a group of public and private partners consisting of the City of Cleveland, OneCommunity (formerly OneCleveland), Nortech, Greater Cleveland Regional Transit Authority (GCRTA), Case Western Reserve University, Digital Vision, Ideastream, Cuyahoga Community College,

⁵ Source: Direct Testimony of William Callahan before the Public Utilities Commissioner of Ohio on July 2005 on behalf of the Edgemont Neighborhood Coalition and the Appalachian People's Action Coalition In the Matter of the Joint Application of SBC Communications, Inc. and AT&T Corporation for Consent and Approval of A Change of Control. According to Mr. Callahan, ..."Cleveland's poorest households with household incomes below \$25,000, and adults with the least education (i.e., without high school diplomas) appear to be underrepresented in Scarborough's data compared with U.S. Census data. The survey data shows Cleveland residents, especially those of lower income and educational attainment, remain substantially disconnected from the Internet, stuck on the wrong side of the digital divide and outside the communications mainstream.... Cleveland still suffers from a persistent digital divide."

⁶ Source: Scarborough Report, which references the PEW study.....

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and Cleveland State University and other transportation to provide ultra broadband capabilities and piloting emerging technologies to support the public and non-profit institutions throughout the City.

- In 2005, the Certiport Corporation, developers of the IC3 Digital Literacy Standard, recognized the City for their efforts to increase Digital Literacy. This global recognition was a result of the innovative Computer Learning In My Backyard (CLIMB) program, which is another public/private partnership with designated CLIMB\CTCs.

3.8 Cleveland As An Ideal Candidate For A Municipal Wireless Network

The City of Cleveland has many attractive demographic elements that make it an ideal candidate for building a municipal wireless broadband network, which include:

- Cleveland has the highest household density within the State of Ohio;
- Cuyahoga County, in which Cleveland resides, is the most heavily populated county in Ohio and the 22nd largest county in the U.S.;
- Cuyahoga County is the 15th largest consumer market in the U.S. ;
- Cleveland's Designated Market Area (SMA) includes 17 counties with 3.9 Million residents making it the 14th largest DMA in the U.S. It is also the largest economic area in Ohio;
- 63% of the residents are under the age of 45;
- The percentage of residents who have a bachelor's or graduate degree has climbed 24% since 1990 to 15.1% as compared to the national average of 15.6%;
- Cleveland has over 9.14 million leisure visitors to the City;
- Cleveland has 10 Fortune 500 companies headquartered in the Greater Cleveland (Northeast Ohio), area with total revenues of \$ 196 billion and include Goodyear Tire & Rubber, Progressive Corporation, FirstEnergy, Eaton Corporation, National City, Parker-Hannifin, Sherwin-William, KeyCorp, Timken, and Lubrizol;
- Cleveland has a rich multicultural history. Greater Cleveland's colorful tapestry of ethnic diversity and culture is one of the many reasons our City is so unique. Settled by a mix of nationalities, Cleveland is home to more than 117 ethnic groups speaking more than 60 languages. Today, this mix of ethnic heritage, unique customs and history can be found throughout the City's many neighborhoods. As the City has grown, each ethnic neighborhood has managed to preserve much of its cultural background in places of worship, restaurants and festivals that continue to celebrate the cultures that make up Greater Cleveland. The ethnic breakdown of the "greater" Cleveland area is:

688,045 German	94,598 Slovak
490,245 African American	69,752 French
399,845 Irish	67,449 Hispanic
289,935 Italian	62,714 Scottish
286,935 English	49,915 Dutch
211,507 Polish	47,889 Slovene
106,420 Hungarian	47,641 Scot-Irish
102,250 American	649,508 Other
- Cleveland is home of the Greater Cleveland Partnership, a member organization of 16,000 businesses and is the largest private-sector economic development organization in Ohio and one of the largest metropolitan chambers of commerce in the nation;

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- The Cleveland area is ranked first (1st) in the Midwest and fourth (4th) in the nation as a location for logistics management (distribution network management); 7
 - Cleveland's colleges have 140,000 students with 21 colleges and universities. Some of the finest universities in the Midwest with highly educated, forward-thinking, technology-literate users with institutions are: Case Western Reserve, Cleveland State University, Kent State University, John Marshall University, Ohio State University, Oberlin College, Cuyahoga Community College, Central State University, Wilberforce University, Baldwin Wallace , Notre Dame and others;
 - Cleveland is home of NASA Glenn and the Visitors Center. The NASA center is only one of nine in the Country and one of only four with a visitor's center; and
 - Cleveland Public Library system is one of the oldest and largest open-shelf library systems in the Country.
-

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4 IMPROVING THE DELIVERY OF CITY SERVICES WITH TECHNOLOGY

With the advent of Mayor Frank G. Jackson's Administration, starting in 2006, the City of Cleveland embarked on a new initiative to improve the delivery of government services. Mayor Jackson formed the Operations Efficiency Task Force, which is chaired by Darnell Brown, Chief Operating Officer, to focus on transforming the City; to a model for good government.

The Operations Efficiency Task Force (OETF) was created to achieve the following objectives:

- **Achieve and maintain financial stability;**
- **Improve the efficiency and effectiveness of key City services; and**
- **Create an environment that is "Customer Focused."**

To achieve these goals, the OETF Task Force established action teams consisting of City employees and community subject matter experts. The work was organized in two phases. Phase 1, completed in 2006, focused on improving targeted processes in four departments (Public Services, Parks, Recreation and Properties, Public Health and Building and Housing). In addition, Phase 1 focused on four targeted General Support functions: IT, HR/Personnel, Procurement and Customer Service.

Due to the work completed in Phase 1, the City identified the top strategic IT applications in support of 135 recommendations for operational improvements, which are being implemented in 2007. At the top of the list of high priority applications, which are prime candidates for using wireless technologies, the City is embarking upon, are:

- 311 Citizen Interaction Call Center
- Procurement and e-Procurement System
- Citywide Work Management System
- Public Services Automated Routing Systems
- Expansion of "In the Field" Capability for Building and Housing Permitting and Code Enforcement, Inspections, Public Health Inspections
- Community Information Kiosks

Phase 2 of the OETF will be conducted through 2007. This will involve the remainder of the City departments and general support functions. The results of the Phase 2 analysis will be available at the end of 2007 to focus on new IT solutions requiring wireless capabilities.

All IT requirements identified through this process will be incorporated into the City's Citywide IT Strategic Plan. This plan is created and maintained by the Office of IT Planning and Review. The Citywide IT Strategic Council has oversight for the effective implementation of the IT Strategic Plan. The plan highlights the City's IT priorities through 2009.

Requirement – The City is seeking a private-sector partner to design, build, operate, maintain, repair and upgrade a wireless network to support the delivery of government services to our citizens, businesses and visitors. This will include free wireless connectivity for selected government mobile City workers, i.e., safety, building and housing inspectors, public service waste

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management and street workers, public health inspectors, utility meter readers, IT technical support, aging case workers, and other “in-the-field” workers, to improve their productivity while in the field.

Requirement – The City is seeking a private-sector partner to offer free wireless connectivity for City-owned targeted buildings, i.e., City Hall, parks and public spaces. The City has identified approximately 65 parks and public spaces to provide free wireless connectivity without limitations on usage.

Requirement – The City is seeking a private-sector partner to build and operate a dedicated City Safety Network to be used exclusively for City services as determined by the City. This may include affiliated government entities during a major incident, disaster or emergency.

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5 CLOSING THE DIGITAL DIVIDE AND DIGITAL LITERACY PROGRAMS

One of the critical components of the City's municipal wireless strategy is to ensure we are making significant progress to close the Digital Divide and increase Digital Literacy. We are inviting the provider to become a significant partner. The Digital Inclusion section of this proposal is designed to address three critical community requirements as outlined in the municipal wireless strategy document. They are the following three programs:

Computer Learning In My Backyard (CLIMB) – The City of Cleveland is fortunate to have 27 CLIMB\CTCs located throughout the City. The CLIMB/CTC's provide computer training for neighborhood residents ranging from basic user skills to advanced competency certifications. Their common mission is to make Cleveland communities IT-literate by bringing technology to the neighborhood. By building a smarter online community, the CTCs positively impact the quality of life for those they serve in the neighborhoods.

Operators of CTCs include the Cleveland Housing Network (the City's largest nonprofit housing developer), Cuyahoga Community College, seven historic neighborhood centers (i.e. settlement houses), three community development corporations, three Hispanic community agencies, and several faith based organization, among others. Seven of our 27 CTCs are located within public or subsidized housing facilities and directly serve the tenants of those facilities along with other nearby residents. Collectively, Cleveland CTCs provide computer access and/or training services to several thousand lower-income households annually.

Cleveland CTCs are affiliated through the Ohio community Computing Network (OCCN) which is the statewide organization for community technology programs. In addition, many Cleveland CTCs belong to the national CLIMB\CTCs Network (CTCNet) in Washington, D.C.. Locally, CTCs coordinate their efforts through a non-profit organization, Cleveland Digital Vision. Digital Vision has been a partner with the City of Cleveland to implement the "CLIMB" program, described below.

Since 2004 the City of Cleveland has collaborated with CTCs and other community partners to offer Digital Literacy training programs in an initiative called "Computer Learning In My Backyard" or "CLIMB." In its pilot phase, CLIMB has combined basic computer literacy, financial literacy and computer ownership programs with IC3 core computing skills certifications. IC3 is the ideal starting point for anyone interested in learning computer and internet basics. This course is suitable for anyone who wants to gain a working knowledge of computers and the Internet.

The City now intends to extend the CLIMB initiative to as many qualified CTCs as possible, and to target the initiative's focus to the application based training model ("Community Model") described in Appendix E in this RFP. The key goals of this new generation of CLIMB programs are:

- To empower thousands of additional Cleveland households each year to "cross the digital divide" and use resources available through the network
- To support robust deployment and delivery of the City's e-Government applications to households in all neighborhoods and all income groups.

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CLIMB affiliated CTCs (“CLIMB Centers”) will be the delivery network for ensuring viable Digital Literacy programs throughout the City. Additionally, because the CLIMB Centers are community based they are logical choices for implementing programs to the City’s e-Government applications.

Requirement - The City is seeking a private-sector partner to provide free wireless connectivity to all of the CTCs distributed throughout the City for the duration of the agreement.

Requirement – The City is seeking a private-sector partner to provide annual “unrestricted” grants to be used for Digital Literacy instruction and programming in the CLIMB centers. Overall program management and fiscal management will be performed by a third party to be determined by the City.

Requirement – The City is seeking a private-sector partner to provide free wireless connectivity for a year for every student who matriculates and successfully completes the CLIMB program. The CLIMB Centers will issue vouchers to show “proof of eligibility” to qualify for the free wireless connectivity. Should the CLIMB student not complete the program, the student is expected to assume full financial responsibility for the connectivity or it will be disconnected.

Requirement – The City is seeking a private-sector partner to work with the CLIMB Centers to successfully assist in deploying and piloting applications, which enable low-income households to access City government services through the City’s E-Government applications. The incentive to increase the use of the internet will be achieved by issuing vouchers to low-income households to become a full service subscriber at the reduced rate for using the City’s e-government application or service as determined by the City.

The “early adoption” targeted to be accessible in the CLIMB Centers are described in Appendix E. The “Community Application Driven Model” (Community Model) training will be piloted and deployed in CLIMB Centers to increase the usage of the internet for low-income households with program management oversight from the Board of Directors of Cleveland Digital Vision. Citywide strategic oversight will rest with the City’s IT Strategic Council.

Please refer to Appendix E, which explains the Community Model for increasing Digital Literacy. The appendix explains the type of City and community applications to be piloted during this initiative , in collaboration with Cleveland Digital Vision organization and its affiliates, which include the Ohio Community Network and the National CTCNet of CLIMB\CTCs across the country. 8

8 Cleveland Digital Vision , is a community-based non-profit organization dedicated to closing the Digital Divide in urban and rural areas. Digital Vision is a coalition of organizations in Cleveland, Ohio working to eliminate the "digital divide" in our City - by increasing access to information technology, computer literacy, and tech-connected job opportunities for all residents in all neighborhoods. A wireless network will provide affordable broadband capacity to the computer technology centers and enable distance learning and other instructions to occur across the communities served.

- **Affordable Wireless Connectivity for Low-Income Households** – One of Mayor Frank G. Jackson’s strategic priorities is to close the Digital Divide in underserved communities. Just as CLIMB is focused on providing Digital Literacy skills for households at or below the poverty level, the City wants to ensure low -income households have high-speed broadband connectivity at the same level as other homes that can afford full-services for Internet access. This initiative is geared to provide social equity to enable these households to be full participants in the Information Age of the 21st Century.

The City wants to continue closing these digital gaps by providing connectivity to the Internet with an affordable offering that allows these homes to enjoy the power and potential of using the Internet without restrictions on usage.

Requirement: The partner should be committed to working collaboratively with public and nonprofit low income housing owners to maximize the availability of this alternative to residents of high rise buildings and I other unusual deployment circumstances.

Requirement: The City is seeking a private-sector partner to provide low-cost wireless connectivity to “qualifying” low-income households. We are seeking a low-cost alternative with the same level of speed, customer support, set-up and services, provided to the full-service subscriber.

Requirement – The City is seeking a partner who will support our goal of network neutrality through universal, equitable coverage and access throughout our community. This includes the ability for the City to measure and monitor the delivery of access throughout the community to ensure this goal is being met.

- **Computer Home Ownership for Low-Income Households** - The City’s wireless strategy is grounded in the principles of access and computer ownership to provide digital equity and enable social equity. The goal of eliminating the Digital Divide can only be accomplished by building computer proficiency skills, connecting households to the Internet, and ensuring every household that wants a computer can have access to a computer.

Requirement: The City is seeking a private-sector partner to work with the City and other community entities to secure affordable computers and assist with promoting the computer ownership program to computing manufacturing sources.

6 FOSTERING ECONOMIC DEVELOPMENT AND IMPACT

The impact of investment in broadband infrastructures is well documented in the research. One study quantified the effect on economic development resulting from a community's investment in a broadband network.⁹ Ford and Kourtsky concluded having a broadband infrastructure could be a significant contributor to the economic vitality of a City. One City experienced a doubling in economic growth when the municipality offered broadband to the public and private entities. Municipal broadband investment is an important tool to promote economic development. It is a key driver of the City's municipal wireless strategy.

6.1 Disadvantaged and Small Business Participation

One of the vital tenets of the City is to ensure City-certified female-owned (FBE) and minority-owned (MBE) business enterprises have opportunities to contribute and grow their businesses. Towards that end, the City has a strategic priority of fostering the growth of these disadvantaged businesses through MBE and FBE goals. Every prime contractor is expected to perform a "best effort" to include MBE and FBE subcontractors. In addition, the City encourages FBE and MBE firms to respond as prime contractors.

The City's goals for MBE/FBE participation rates are:

- MBE – 15%
- FBE – 5%

Requirement – To build a stronger economy for the City, the City is seeking a private-sector partner willing to engage MBE/FBE firms to meet or exceed the participation goals. We are seeking a partner who is committed to using local and disadvantaged businesses to supply goods and services to ensure a successful deployment and effective ongoing support and services.

6.2 Measuring the Economic Impact of Broadband Access

Several studies have been conducted to measure the impact of increasing the penetration of broadband capabilities in communities. The research suggests there is a direct relationship between broadband penetration rates and economic development impact on a community.

Research has concluded a City can experience the following benefits:¹⁰

- Increase in job growth of the IT-intensive business establishments;
- Increase in IT jobs of the community;
- Increase in property rents, values; and; and
- Increase in taxes.

⁹ Source: Ford, George S., and Kourtsky, Thomas M., "Broadband and Economic Development: A Municipal Case Study from Florida," *Applied Economic Studies*, (April 2005), pp. 1-17.

¹⁰ Source: Study conducted by MIT and Carnegie-Mellon on broadband connectivity of communities. The study was commissioned by the US Department of Commerce.

Given these results, the value of implementing a municipal wireless network is compelling to foster economic development throughout our region.

Requirement – The City is seeking a private-sector partner who will cooperate with City-selected resources to develop, document, measure and report the economic impact of the wireless network deployment as required by the City and its selected researcher.

Requirement – The City is seeking a private-sector partner who will provide wireless access to all developed areas of the City, including at least 98% of the homes and businesses located throughout the City’s 77 square miles.

Requirement – The City is seeking a partner to offer a free “Virtual Community or Walled Garden” capability for all City workers, citizens, civic organizations, schools, businesses and visitors without a requirement to be a subscriber. This will promote the vast City cultural, social, educational, and entertainment resources and programs available, which make Cleveland a City of Choice. These websites must be accessible through the “ virtual community - walled garden” through a free wireless splash page.

Requirement – The City is seeking a private-sector partner to provide wireless support for the Cleveland Airports. The airports will consider being an anchor tenant as agreed by the parties after an award. For internal use immediately and commercial use upon expiration of current contract arrangements.

6.3 Fostering Business Attraction and Retention

The City’s has a strategic goal of attracting and retaining more technology companies. Having a robust broadband infrastructure is one critical component for the City to build in order to achieve this goal. Providing a wireless network infrastructure enables the City to cost-effectively and quickly build out a network to meet the needs of any business, anywhere in the City.

Requirement – The City is seeking a private-sector partner who will deploy a wireless network on an aggressive timetable covering all commercial districts within one year of signing an agreement to enable the City to accelerate its value for business attraction and retention.

6.4 Building Regional Collaborations with Other Government Entities

The City of Cleveland is currently engaged in identifying the developing regional collaborations to build a stronger economy. To support these collaborations, a robust IT infrastructure with regional reach must be deployed. Currently the City is engaged in two partnerships to share regional IT assets to foster economic development, enhance the delivery of government services and close the digital divide.

The two strategic collaborations are with the Greater Cleveland Regional Transit Authority (GCRTA) and Cuyahoga County. Both IT groups, in collaboration with the City, are engaged in sharing network infrastructure and fiber. One of the major economic development programs in the building of the Euclid Corridor is to provide state-of-the-art transportation on routes using a fiber backbone. The three-way partnership consist of providing the following services:

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- As GCRTA constructs the Euclid Corridor, the City and the County will be given additional capaCity by connecting to GCRTA's fiber backbone. This will enable the City to expand its INET and provide additional redundancy for the INET. The County will be able to connect to other buildings throughout the County at a lower cost point. By connecting to the GCRTA, the City will be able to extend its fiber optic backbone to Hopkins International Airport on the west end and to the farthest eastern point of the City at the other end. By connecting to the GCRTA network, the City can extend its services and applications along any of the GCRTA routes or neighborhoods. This makes services such as surveillance for safety purposes an affordable option for the City. Other City services can be extended to deliver government services or to close the digital divide in underserved community more cost efficiently.
- The County will be given an easement to the City's building for running fiber through the City building to connect to the GCRTA fiber network. This gives the County connectivity, expands their network and provides for additional redundancy in this three-way partnership.
- GCRTA, the primary driver of this project, with some local, state and federal funds, will be able to connect to the City's INET, to give GCRTA additional redundancy and capaCity.

Similar types of partnership will position the City network for local and regional growth. Wireless Network capaCity promotes collaboration and enables the collaboration to occur more easily, faster and at a more affordable price. The deployment of the network positions the City to connect to other local, state and federal networks in the future.

In addition, the State of Ohio's new Governor, Ted Strickland has an aggressive strategy to offer broadband throughout the State and connect municipalities to the broadband technology infrastructure. In anticipation of this announcement, the City wants to ensure its network can participate in the wider State Broadband Network to further enable regional economic development initiatives and to enhance homeland security interoperability capabilities between first responder agencies.

The City of Cleveland will continue to explore opportunities to cooperate with other community networks, i.e., Cleveland Municipal School District, Public Libraries and others engaged in providing broadband in the communities we serve. Currently, the City receives its Internet services from an arrangement with OneCommunity (formerly OneCleveland).

Requirement – The City is seeking a private partner who will enable City workers and connected wireless buildings to connect to other local, county, state or federal government networks, with full roaming capabilities, at no additional cost.

Requirement – The City is seeking a private partner who will provide an attractive offering for small businesses, disadvantaged (MBE/FBE businesses, and start-up businesses based on a pricing model determined by the provider that attracts and encourages small businesses to participate on the network for the growth of their respective businesses.

Requirement – The City is seeking a private partner who will allow other broadband providers to participate on the wireless network through wholesale or resell agreements as determined and agreed to by the Provider. The City will not participate in those discussions. However, the City strongly encourages the use of these partnerships to foster economic development. The City discourages the use of exclusive arrangements and will not enter into any agreements with exclusivity requirements.

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7 MUNICIPAL WIRELESS PROVIDER RESPONSE REQUIREMENTS

7.1 Strategic, Technical, Support, Operations and Applications Requirements

The City of Cleveland will evaluate proposals and select a Municipal Wireless Provider based on their demonstrated ability to meet the strategic, general, technical, customer support and operations requirements as outlined in requirements sections and worksheets. The RFP responder should carefully complete each of the Requirements Worksheets provided in the respective sections of this document. Any missing or incomplete worksheets may result in the rejection of the entire proposal. The provider is encouraged to provide additional features and functions if available on a separate sheet of paper. However, the critical requirements must be met in order for the Provider to go to Round 2 of the evaluation process.

7.2 Wireless Network Device and Equipment Support Requirements

Cleveland Public Power will grant permit access to its poles only if the equipment specifications fully comply with the City's rules and regulations, detailed in Section XIV.

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8 RFP GUIDELINES

The RFP Guidelines section defines the RFP development and the Selection Process, the Process for Entering into an Agreement with the City, the Schedule of Events and the RFP Format, which must be used in submitting the proposal.

8.1 Schedule of RFP Events

The following is the proposed schedule of the major steps in the RFP process. The City of Cleveland reserves the right to modify this schedule as needed based on unforeseen events or other delays. **In addition to the planned timeline shown below, the City may include site visits to referenced customer accounts and may require a demonstration of the proposed network for the Round 2 finalists. The City reserves the right to change of the dates.**

Target Date	Wireless Provider Evaluation and Selection Event
April 20, 2007	RFP Advertised and Issued to prospective Providers and Posted on City Website
May 3, 2007	<p><u>Mandatory Pre-Proposal Conference will be held from 1:00 pm to 3:00 p.m. at 1240 West 6th Street</u> Cleveland, Ohio 44113. All respondents are encouraged to attend and remain for the entire meeting. Responders may submit questions in advance of the meeting to the Program Management Officer via email to kroywilson@City.cleveland.oh.us. Questions may be asked by respondents at the Pre-Proposal Conference. All questions will be recorded and shared with all signing an Intent to Propose Form by the due date.</p> <p>However, Respondents may continue to submit questions in writing until May 10, 2007 as indicated below. At the pre-proposal Provider conference, each Provider will be required to sign in. A list of all those in attendance at the meeting will be distributed to all in attendance. To encourage speedy networking among Providers, the City will distribute the list of attendees via email within 2 business days of the pre-proposal conference to those who register at the conference. At the conference, the City will share the broad requirements and criteria for evaluating proposals and selecting the finalist Providers. Additional information will be disclosed.</p>
May 7, 2007	Intent to Propose Form Is Due to the City of Cleveland, Attn: Municipal Wireless Project Controller by 5:00 PM EST via email at KRoyWilson@City.cleveland.oh.us
May 10, 2007	Last Day to Submit Written Questions – All questions shall be submitted by mail to Attention: Kim Roy Wilson, Municipal Wireless Project Controller, City of Cleveland, Office of IT Planning and Review, City Hall, Room 104, 601 Lakeside Avenue, Cleveland, Ohio 44114 by 5:00 PM EST or via email at

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Target Date	Wireless Provider Evaluation and Selection Event
	KRoyWilson@City.cleveland.oh.us . An addendum of answers to the questions will be emailed to all those who register for the pre-conference meeting.
May 18, 2007	<u>Proposals Are Due at City Hall by 5:00 PM EST.</u> Please note the City has required organization for the response. All appropriate forms must be completed accurately and submitted within the proposal. Any omissions may result in the rejection of the proposal. Strict adherence to the deadline is required. <i>Note: To be considered beyond Round 1, the Provider must complete the Terms and Conditions Worksheet in its entirety and respond with comments or other information as deemed necessary.</i>
May 31, 2007	Round 1 Selections Made, Providers Notified, Client References Checked <i>(The City may check at least 5 references per Round 1 Finalist for projects of similar scope.)</i>
June 30, 2007	Round 2 Finalists Conduct Oral “In-Person” Interviews and Presentations. The City will provide an agenda for the interviews and may take up to 3 hours. <i>(Pending the outcome of the interviews and presentations, this step may include a site visit to a customer site and a demonstration of the network in operation to ascertain throughput, latency, packet loss, capaCity and access point coverage radius to have a clear understanding of the technical performance of the proposed Provider’s equipment .)</i>
TBD	Preferred Provider Chosen and Notified of Award Recommendation
TBD	Letter to Proceed Issued from the City to the Selected Provider
TBD	Contract Negotiations and Award Agreement Signed. To facilitate an efficient process to create and finalize an agreement, the City is providing a dedicated City Legal Counsel to work on this project. This legal resource has been engaged since the pre-RFP planning stages. The Provider is expected to provide a dedicated legal resource to meet this timeframe for negotiations.
TBD	Winning Provider Begins Planning for A Phased Deployment
TBD	Initial Deployment Completed As Agreed in Contract and Evaluated
June 30, 2009	Full Post Deployment Assessment Completed As Agreed in the Contract

*Pre-Proposal Meeting: A **MANDATORY** pre-proposal meeting is scheduled from 1:00 pm to 3:00 p.m., **May 3, 2007**. The meeting will be held by the City of Cleveland to assist all proposing Providers by answering questions and concerns prior to submitting their proposal as well as to give Providers a chance to view samples of the documents and forms that are currently used and to ask questions.

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The meeting will be held at the **Greater Cleveland Regional Transit Authority, 1240 West 6th Street, Cleveland, Ohio 44113**. A photo identification card is required for admittance into the building. The list of Attendees will be posted on the City's website.

8.2 Questions Regarding the RFP and Due Dates

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the Municipal Wireless Project Controller at the City's Office of IT Planning and Review no later than the Respondent Questions Due Date stated above. All such questions and requests must be submitted by mail or email. Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation by the City to respond to the submitting party at all. Responses may, in the City's sole discretion, be published and sent via email to all other responders and posted on the City's website.

The dates provided in the schedule are estimates only and the City reserves the right, in its sole discretion, to alter this schedule, as it deems necessary or appropriate. Notice of any date changes to any of the dates will be sent out via email to all on the City's mailing list and will be posted on the City's website with the RFP.

The City shall not be bound by and the Provider shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP should be submitted in writing or by email to: kroywilson@City.cleveland.oh.us, Project Controller, PMO.

All communications regarding this proposal shall only be through the City's Municipal Wireless Network Program Management Office (PMO). No communications should be directed to any other City personnel, or any member of the evaluation team, or wireless design strategy team. Violations of this communications protocol may result in a disqualification.

8.3 Contact and RFP Submission Requirements

For Providers who desire to submit proposals, an "Intent to Propose" form is provided in the **Appendix A**. **The form must be received by the City of Cleveland by 5:00 PM EST on May 7, 2007**. The purpose of this form is to assist the City in knowing who will be proposing a response to the RFP. This form is required. No proposals will be reviewed unless we have an "Intent to Propose" form.

All questions regarding the content of this document shall be received no later than **5:00 PM EST on May 10, 2007** and shall be directed to:

**Attention: Kim Roy Wilson, Project Controller
Municipal Wireless Network Program Office
Office of IT Planning and Review
205 W. St. Clair, 4th floor
Cleveland, OH 44113
Email: kroywilson@City.cleveland.oh.us
Fax: (216) 664-2535**

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8.4.1 Section I General Information Transmittal Form and Cover Letter

Include a letter outlining the contents of the response. A statement of commitment and an indication of the level of involvement of the Provider should also be included in this section. Also, include a statement regarding prior experience with the designing, deploying and supporting municipal wireless networks of similar scope in the government sector.

An authorized **officer** of the entity must sign the cover letter to certify the contents of the response. All information contained within the response may be part of the final agreement with the City. Please refer to Appendix A2 for the transmittal form.

8.4.2 Section II Executive Summary, Company Profile and Fact Sheet

Executive Summary. This section should be no more than three (3) pages and should highlight the key aspects of the business and technical proposal as well as the unique advantages of the proposed solution.

Company Profile and Fact Sheet. Clearly state the name of the company and any “dba”. Please see the Company Profile Worksheet in the appropriate section of this document. The worksheet should be completed accurately. At a minimum, the Provider must provide the following information:

1. Company Overview

- a. Provider name, address, telephone number, email, and primary contact person
- b. Name and address of parent company (if applicable)
- c. Name, address and phone number of each principal
- d. Year the Provider was established and any former Provider names
- e. Number of years the Provider has been in the Internet Services and Wireless Services business
- f. Number of years experience in the:
 - Public Sector, Municipal Government Sector
 - Communications Industry
 - Other related proposed Services (As appropriate)
 - Type of Company (Public or Private)
- g. Financial Statements (Audited) and annual report for the past year
- h. Number of implemented sites (preferably municipalities)

2. Provider Proposed Personnel and Implementation Team

- a. Total fulltime equivalent staff of the Provider
- b. Fulltime personnel the Provider has in each of the following areas:
 - Customer service and support
 - Customer technical support
 - Research and development

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- Project management
- Project implementation and rollout
- c. Average length of service for implementation team
- d. Estimated number of resources proposed to be dedicated to the City of Cleveland from each of the following:
 - Customer User Support
 - Customer Technical support
 - Project Management and Program Management Team (on site)
 - Project Implementation and Rollout
- e. Number of current installations project sites the provider is currently undertaking

3. Qualification Information

- a. Provide contact information for the corporate headquarters
- b. Provide the contact information for the local branch of the organization that would serve as the primary account in Cleveland, Ohio.
- c. Provide the principal name, address and phone number of each principal.
- d. Provide the year the Provider was established and any former names.
- e. Provide the number of years the Provider has been in the industry.
- f. Provide the number of years experience in the:
 - -Public Sector, Municipal Government area
 - -Other proposed systems

4. Financial Statements and Audited Annual Reports for the Past Three years.

- a. Provide the state and type of incorporation.
- b. Provide the number of years in Ohio.

5. Implementation History

- a. Provide your past three-year history of target completion dates and assessment of performance and success.
- b. Provide the number of Similar Projects in Progress or Completed
- c. Provide the number of municipal government installation sites served
- d. Provide the number of support staff in local service office
- e. Provide the number of installations served by local service staff
- f. Provide the number of municipal government installations served by local staff
- g. Provide a list of implementation partners (if applicable)
- h. Provide total full-time/part-time employees (corporate total, local office)

6. Litigation & Liquidated Damages History

- a. Any pending litigation within the past five years
- b. Any liquidated damages within the past five years

8.4.3 Section III Description of Provider's Scope of Services

Scope of Services.

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The provider should provide a description of the goods and services offered by the provider. The focus should be only on those goods and services pertinent to the contents of the RFP.

However, the provider is encouraged to discuss future development and strategies underway to improve the technology and delivery of services relevant to the municipal wireless broadband network solution.

Use of Emerging Technologies.

The City is seeking a description of the company's strategy and roadmap for participating in emerging technologies such as WiMax. What strategies is the company pursuing to take advantage of these technologies when proven and can enhance the proposed network for the City?

8.4.4 Section IV Proposed Municipal Wireless Network Solution System

This section should thoroughly describe the proposed network solution for the City of Cleveland. The provider should describe the components of a "turnkey" wireless broadband network, which should include a description of the following minimum features and capabilities:

- Backhaul services
- Tower and Access Point Technologies
- Design Services
- Proposed hardware, software, installation, testing, maintenance and support services
- Provisioning Services
- Security Features
- All layers (tier features) of the of the proposed wireless broadband solution

This section may also include any diagrams; schematics or technology assumptions, which may help, describe the technology to be deployed for the City. In addition, a description of the proposed architecture for the wireless solution, including any justifications, rationale for the architecture selected should be fully explained.

This section should also describe the services to be provided by any other subcontractors or manufacturing company.

The Provider should include a discussion of the provisions made to provide "best in industry" redundancy and disaster recovery features and functions. As a municipality, it is a priority for the City to have a network with excellent uptime and availability. A failover system must ensure all efforts are in place to provide continuous coverage.

The primary Provider must define how they are proposing to satisfy the City of Cleveland Municipal Wireless Broadband Network deployment and ongoing requirements listed in the project scope and requirements sections of this document. If the proposed solution comprises several third party products, the Provider must describe in detail how these third party products

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will be integrated. Costs associated with integrating third party products should be discussed in the Financial Investment section.

This section should provide a description of the business model and any basic terms proposed by the provider.

8.4.5 Proposed Municipal Wireless Network Solution Responses to Critical Questions

The City expects the responding provider to answer the following questions in this section regarding the proposed solution. The provider should elaborate as appropriate and address other issues not specifically stated in the questions on business model, policies and technical requirements:

Wireless Business Model and Policy Questions

1. In keeping with the City's wireless strategy goals, how can the City best accomplish the goal of ensuring universal, affordable wireless broadband access for all Clevelanders?
2. How does your proposed IT solution specifically address the City's stated goals and vision outlined in this document?
3. Given the City's goals, what business model do you believe is most closely aligned with the City's wireless vision?
4. Please detail the business terms and conditions, which may be required to support your proposed solution and approach.
5. To meet your business objectives, what commitment periods would be required?
6. How does your proposed solution address the City's digital inclusion initiatives and program goals for closing the digital divide and increasing digital literacy?
7. What additional suggestions can you offer to streamline the interaction between the government and the residents to better connect the community and improve their quality of life?
8. What policies and security standards will you implement to protect the privacy of – and information transmitted by – public and private users of the network?
9. What opportunities exist for disadvantaged businesses (MBE and FBE, Small) to participate in our proposed wireless network solution?
10. What terms do you propose to ensure continuity of the Municipal Wireless Network in the event of a default or material breach of contract of one of the advisors?

Technical Requirements Questions

1. Describe the architecture proposed by your company of the basic strategic and technical requirements requested by the City?
2. Provide an executive summary of your proposed solution for the following solution components:
 - a. Architect and Design Services
 - b. Installation Services
 - c. Telecommunications Provisioning and Services
 - d. Network Monitoring and Management Services
 - e. Business and Operations Support Systems
 - f. Customer Service and Technical Support Services

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- g. Software Hosting and Facilities (as appropriate)
 - h. Program and Project Management Services
3. What solution can be implemented to ensure interior-room access for residences, multi-dwelling units, apartments and businesses?
 4. How does your solution specifically address the need for indoor coverage above the second floor of residential, business and government locations?
 5. How does your solution mitigate or eliminate the risk of unintentional self-interference with – and promote cooperation between – other commercial wireless ISPs, community wireless groups or other services using unlicensed spectrum?
 6. How does your solution address the need to provide different levels and qualities of service, security and other characteristics for multiple “domains” of users over a single physical network (e.g. City employees, public safety, public access and others)?
 7. How does your proposal enhance the capabilities of the City to deliver existing and planned new services as outlined in the planned applications worksheet?
 8. Describe how your proposed solution handles prioritization of traffic for municipal use, e.g., public safety, especially in the event of an emergency?

Economic Impact Questions:

1. What are the target penetration rates for residential and business customers in order to generate the required Return on Investment (ROI) for this network?
2. What are the proposer’s project financing arrangements that will enable sustained viability throughout the initial stages of the project until the breakeven period is reached?
3. What are the specific wholesale rates for each required service and those optional services for which the responder has the ability and interest to provide?

8.4.6 Section V Client References and Project Descriptions

Each Provider participating as a Primary Provider must provide at least five customer references, which may be contacted concerning the Provider’s performance on building, deploying and supporting municipal wireless networks or similar projects in scope and content.

Note: Providers should reference only clients with fully implemented projects. References should have received similar services as those proposed to the City of Cleveland.

8.4.7 State whether your firm was the Primary Provider and what specific role (s) your company performed. Provide the original estimate to execute the project and the corresponding actual final investment of your proposed solution to the City. **The Provider must reply to this section using the client reference worksheet provided in the appropriate section.**

8.4.8 Section VI Provider’s Estimated Capital and Ongoing Operating Investment (Separate Sealed Envelope)

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Please use the worksheet provided to cover all cost components of your proposal. This would include but not be limited to the total cost of professional services to Design, Deploy, Operate and maintain the network. If the primary Provider uses third party firms as part of the project, the cost of these firms must be included as part of the Primary Provider's proposal. The Primary Provider will be totally responsible for payment and other agreements made with any third party Providers and subcontractors.

8.5 Investment Proposal

The RFP response should include a Investment Worksheet and a Tiered Pricing Proposal. The City requests that the proposer provide a sample pricing chart with the associated service offerings to represent what the Proposer would market to municipal, public safety, residential, commercial and educational customers that would use this network. In addition, the Proposer should detail the price points for the Digital Inclusion program.

8.5.1 Section VII Provider's Relationships and Profiles

Provide a list of Provider relationships and agreements with other Providers. Please describe the services provided by these partnerships and proposed subcontractors. Please complete the appropriate worksheet for this section.

8.5.2 Section VIII Provider's Proposed Local Staffing and Resource Plan

The Provider is required to have a local presence, an office within 25 miles of the City of Cleveland, and provide a 24/7 emergency support resource that can arrive onsite within two (2) hours of a support call from the Municipal Wireless PMO or other designed City official agreement.

The provider should describe the local team and provide any profiles of the staff to manage the deployment in the City. In addition, provide ongoing general support and operations.

Onsite Staff and Qualifications.

Please describe the jobs, staff and resource commitment to the City of Cleveland. This section should describe the planned staffing and qualifications to be procured or engaged for the onsite group for this project.

- Is support provided by your company local to the City of Cleveland?
- Please state your policy for future growth or reduction of staff.

8.5.3 Section IX Provider's Digital Inclusion Community Initiatives and Programs

In this section, the provider should describe current programs under way or planned to close the Digital Divide, increase Digital Literacy and provide digital equity throughout communities. The City is seeking a private partner who demonstrates a strong commitment to ensuring digital equity.

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Please identify and describe efforts to invest in community programs or other corporate-sponsored programs the provider has participated in and are relevant to meeting the City strategic priorities.

8.5.4 Section X City, Strategic, Technical, Support and Community Applications Worksheets

The City's specific requirements are outlined in a set of worksheets. The worksheets cover strategic, technical, network operations, customer support and community applications requirements. Each worksheet must be completed and returned in the designated sections of the RFP response.

The provider is required to respond to each item on every worksheet based on whether the proposal addresses the instructed. The response may include additional documentation clarifying any answer by including a separate worksheet. However, for efficiency, the City discourages including "canned marketing" materials, which do not specifically address the proposed solution. The City is looking for technology innovation and strategic alignment with the City's Municipal Wireless Network Strategy document.

8.5.5 Section XI Municipal Wireless Network RFP 10-Year Total Value Summary Worksheet

This section is a description of the provider's capital and operating investment in the community for the initial 10-year contract period. It should describe the financial commitment to build out the network, address the digital inclusion requirements, City services and economic development impact. An excel spreadsheet is provided, which is the **10-Year Total Value Summary Worksheet**. The Provider may access this spreadsheet on the City's website. Only the worksheet as formatted will be accepted. However, the provider may add additional items. **The excel spreadsheet is provided to be completed and submitted in a separate envelope.**

In addition, this section should include the **Community Economic Impact Worksheet**. This excel spreadsheet includes the financial commitment, plus expected City revenues, and additional economic impacts to the City because of implementing the wireless broadband network. These are estimates only: the spreadsheet is available on the City website. This concluded the expected community impact for a broadband coverage that provided broadband access throughout the community. The RFP response should attempt to complete this worksheet as completely as possible. If there are other known direct or indirect benefits to be achieved for the Community, please include in the discussion.

8.5.6 Section XII Proposed Implementation Timetable

This section should include a projected design and deployment timetable (Gantt chart). The major milestones to be achieved in a phased build out should be highlighted with expected elapsed time frames, i.e., e. number of days.

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8.6 Section XIII Profile of Proposed Project Management Implementation Team

This section should include profiles of the management team to be on site in the City to work with the City and ensure a successful deployment. The provider should present a qualified team of certified project managers who will collaborate with the City and be part of the local Program Management Office (PMO) team of City and community leaders. The Wireless Network PMO will provide implementation oversight and will give regular reports to the City's IT Strategic Council.

The City is requesting the provider have a full-time manager assigned to this project for the duration of deployment and be located in the City.

8.6.1 Section XIV Network Agreement Terms and Conditions and Other Worksheets

This section has two parts, which are:

- **Network Agreement Terms and Conditions Worksheet** which describes basic network terms and conditions.
- **Other Contractual Terms and Conditions Compliance Worksheet** which describes additional legal and contractual terms and conditions proposed by the City as standard requirements.

Both worksheets should be completed and submitted in this section. The provider is requested to respond to each question if possible. Please use the following guidelines to complete this section:

- State, "**Agree**" if the company agrees without further comments or clarifications. This means the provider fully understands, agrees and complies fully with the term or condition.
- State "**Agrees With Exception**" if the provider conditionally agrees based on stated exceptions. The provider should state the exception in the space provided by the term or condition.
- State, "**Does Not Agree**", if the provider does not agree, and the item is not negotiable.

In addition, this section should include the other City-Required Contractual Terms and Conditions Worksheet. These worksheets become a part of the Agreement. Please complete the Excel Spreadsheet provided on the City's website and submit in a Separate Sealed Envelope.

8.7 Section XV Municipal Wireless Network RFP 20-Year Summary

This section contains an excel spreadsheet to outline the total financial commitment of the provider. As accurately as possible, the provider should state the direct and indirect investment and costs to successfully build, deploy and operate the wireless network for the City.

8.8 Section XVI Municipal Wireless Network RFP 10-Year Total Value Summary Analysis Worksheet

This section contains an excel spreadsheet which describes the potential of building out such a network and its impact on the City. The provider should complete the spreadsheet and add

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relevant information. An example is provided for illustrative purposes only. The Provider should add or delete impact indicators as they deem appropriate, based on the provider's proposal. This spreadsheet should clearly state the total value of the proposed wireless network to the City for the duration (first 10 years) of the Agreement. Please refer to the spreadsheet posted on the City's website to complete and submit in a Separate Sealed Envelope.

9 PRE-RFP PLANNING AND PREPARATION

9.1 Required Worksheets and other Documents in the Municipal Wireless Network RFP Response

The RFP responses submitted to the City must be organized using the specific instructions provided in this RFP. Responses not following this exact order may be disqualified. This RFP response should have the following worksheets included in the designated sections:

- RFP Response Checklist
- Company Profile Worksheet
- Subcontractor Profile Worksheet
- Strategic and General Requirements Worksheet
- Technical Requirements Worksheet
- Customer Support and Operations Requirements Worksheet
- Applications Requirements Worksheet
- General Network Terms and Conditions Worksheet
- Other Legal and Contractual Terms and Conditions Worksheet
- Municipal Wireless Network RFP 20-Year Investment Analysis Summary Worksheet
- Municipal Wireless Network RFP 10-Year Total Value Analysis Summary Worksheet
- Client References Worksheet
- Proposed Implementation Timetable Template

Additional City- Required Forms. In addition, the RFP response should include the following documents where indicated in the instructions. Please refer to the City's website to download all required City forms and for instructions on completing the forms. The RFP must contain all of the required forms required by the City and in this order:

- Intent to Propose Form (**Must be Signed and Submitted by May 7, 2007 at 5 P.M.**)
- Nondisclosure Confidentiality Statement (**Must be signed by all those who may potentially be involved in the proposal, selection and evaluation process. There must be one signed statement per person and placed in a separate envelope with the RFP response. Original copies only.**)
- Office of Economic Opportunity (OEO) Forms, Schedules 1-6 (All must be signed; complete only those that apply)
- 2007 Non-Competitive Affidavit (**Must be Signed and Notarized**)
- Entry for New Provider (This form must be completed if the respondent is a new Provider to the City or the information on file with the City needs to be updated.)

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- W9 Form (This form must be on file with the City's Division of Accounts to receive payments for goods or services.)
- Northern Ireland Form (This form must be completed and signed.)

9.2 Final RFP Response Document Format

The final RFP response should be delivered with Two (2) original and twelve (12) copies to be received and time stamped at the Office of IT Planning and Review, in Room 104 at City Hall, located at 601 Lakeside Avenue, Cleveland, Ohio 44114. Proposals are to be in either an enclosed envelope or a sealed box and label with the Proposal Name on the Front. Individual proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders.

All RFP responses should be submitted in 3-ring binders only.

Note: The signed Confidentiality Nondisclosure Statement originals must be placed in a separate and sealed envelope and delivered with the RFP response.

Readability. The RFP response should be readable, well ordered, detailed, and comprehensive. Clarity of language and adequate, accessible documentation is essential and is the Proposer's responsibility.

Format. To the extent possible, proposals shall be prepared on 8-1/2" x 11" paper and bound. Foldouts for charts, tables and spreadsheets are acceptable. Tabs should be used to index and separate the various sections within each binder.

Numbering of Pages. Pages shall be numbered in a logical, consistent fashion in the upper right-hand as a header in the Format "Page X of Y". Figures, charts and tables should be numbered and referenced in the text. Any references to supporting documents should include the document, page and section/paragraph number. Also include Section Heading in the upper right-hand corner header above the Page number.

Document Format. The City will accept the proposal in Adobe Acrobat PDF format, Microsoft Word format, or Microsoft Excel format (when appropriate). Please label CDs with the Proposer name and the title "Municipal Wireless Network RFP". **Proposal will not be accepted via fax, email or any other electronic format.**

Additional Reference Materials. Reference materials included should be bound separately and numbered for ease of use. References to outside documents not included with the proposal are not acceptable. All materials must be included in the RFP response packet.

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9.2.1 Preference for Local Presence

Note: In awarding the project, the City will consider and give preference to companies that have offices located in Cleveland, co-partner with Cleveland companies, use Cleveland sub-contractors, and have employees who are Cleveland residents.

Please provide information that clearly demonstrates:

- 1) Whether your company has an office(s) in Cleveland; (Describe the nature of your company's relationship to Cleveland. Is Cleveland the location of the principal place of business? Is Cleveland the location of an office or other operation? Describe that office or operation.)
- 2) Whether your company does business/co-partners with companies located in Cleveland; (Describe the nature of your company's relationship to those companies. Is Cleveland the location of the principal place of business of those companies? Is Cleveland the location of an office or other operation of those companies? Describe that office or operation.)
- 3) Whether your company will be using sub consultants that are located in Cleveland; (Describe the nature of the sub consultants' relationship to Cleveland. Is Cleveland the location of the principal place of business of a particular sub consultant? Is Cleveland the location of an office or other operation of a particular sub consultant? Describe that office or operation.)
- 4) Identify the number and percentage of employees your company employs that are Cleveland residents;
- 5) Identify the number and percentage of Cleveland residents planned to be employed on this project.

9.2.2 Cost of RFP Proposal Preparation

Neither the City of Cleveland nor any City contractors shall be responsible for any costs incurred in relation to preparation of the proposal, or in relation to opportunity costs for their efforts. The City of Cleveland reserves the right to reject all proposals.

9.2.3 City Guidelines for MBE/FBE Businesses

The City of Cleveland has guidelines regarding Equal Employment Opportunity and the inclusion of Minority Business Enterprise/ Female Business Enterprise among its Providers. Providers should review the City of Cleveland's Non-Competitive Proposal Contract Statement, Schedule of Minority and Female Business Enterprise participation and the Northern Ireland Fair Employment Practices Disclosure (Appendix B), and advise the City of Cleveland of any significant conflict between these and the Provider's business practices. **These forms must be completed accurately, signed and submitted as part of the Provider response package.**

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The Provider is strongly encouraged to seek competent City of Cleveland certified MBE and FBE firms who will participate in the proposed services during design, deployment and post-deployment for ongoing goods and services.

9.3 Primary Contacts for the Project

The City of Cleveland consists of approximately 20 Enterprise and General Fund Departments and numerous associated Divisions within these Departments. The Office of IT Planning and Review, working in conjunction with the Cleveland Public Power will be the two primary City divisions assigned to ensure the success of this public/private partnership. There are several community organizations who are participants in this Citywide initiative, which include GCRTA, Digital Vision, Cleveland Housing Network, Cleveland Municipal Court, and others.

9.4 Reporting Requirements

The City will require a quarterly report of performance, availability and system usage by type of user. The provider should make available on an ad hoc basis current pole, tower and equipment inventory as requested by the City. The provider may be required to provide additional information to assist with any City local, state or federal audits by internal or external authorized agencies.

9.5 Required Deliverables

1. The Provider shall verify and ensure the quality of the deliverable is of the highest quality. All documents must be legible and exhibit the highest standards of professionalism. The City will prefer the most innovative and comprehensive proposals befitting this critical strategic initiative.
2. The Provider shall provide an implementation timetable of scheduled updates and maintenance. All scheduled requests for changes, upgrades, fixes or emergencies must be submitted in writing and approved by the Office of IT Planning and Review, in collaboration with CPP.
3. The Provider is required to adhere to the ITS Program Management Office change management process using the prescribed change order procedure and sign off mechanism for work performed.
4. The Provider shall provide a detailed timetable and project plan to successfully migrate to the new network.
5. The Provider shall provide a detailed implementation budget of expenses and any other discounted services to the City.
6. The Provider shall be required to provide the City with a full set of requested documentation on the equipment of choice, design or other information, which may impact City services, or the infrastructure, which may be subject to a disaster or any other business interruption.
7. The Provider shall be required to provide the City with a written disaster recovery plan to ensure quick recovery of the network and failover provisions by the provider to ensure business continuity for City services. This procedure and plan will be integrated into the City's overall IT disaster recovery plan and activated in the event of a major disaster or emergency.

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9.6 Proposal Conditions and Provisions

The RFP response must be signed by a duly authorized official of the proposing respondent. The completed and signed proposal (together with all required attachments) must be returned to the Office of IT Planning and Review on or before the time and date of the proposal submission deadline.

All participating Providers, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on the Provider's letterhead and accompany proposal. Should the City omit anything from this proposal, which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the respondent shall secure written instructions from the City at least forty-eight hours prior to the time and date of the proposal deadline shown on the first page.

9.7 RFP Acceptance Period

Proposals in response to this RFP shall be valid for a period no less than two years from the closing date.

9.8 Proposal Rejection

The City reserves the right to review proposals for acceptance or rejection for a period of up to 90 days from the proposal submission date. This includes the right to reject any, or any part of any, or all proposals, to waive formalities and technicalities, to advertise for new proposals or to make the award if, in the judgment of the City, the best interest of the City will be promoted better.

9.9 Past Unsatisfactory Performance or Other Concerns

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the City.

Respondents may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposed and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

9.10 RFP Development and Overall Program Management

The Municipal Wireless Network RFP will be prepared and distributed through the Office of IT Planning and Review. A Program Management Office has been set up in which the Chief Technology Officer will serve as a Program Manager of the Municipal Wireless Network Project.

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The Assistant Commissioner of CPP will serve as the Vice Program Manager during the evaluation and selection process.

Members of the Municipal Wireless PMO will consist of City and community participants. The community representatives will be two members who currently serve on the IT Strategic Council to provide continuity of IT Governance and oversight of the project.

10 REQUIRED RFP RESPONSE CONTENTS

For serious consideration, the company's response to the RFP must address the following additional questions:

1. What is the total scope of services to be provided by the Provider? Who will deliver these services? How will the Provider ensure excellent service?
2. What are the company's unique qualifications for successfully building and managing the City's Municipal Wireless Broadband Network?
3. What similar projects have you managed that have the same scope of complexity, which will be involved in this deployment?
4. How does your company guarantee your services or remedy errors for which your company is responsible?
5. Are you willing to agree not to recruit or hire City personnel for an agreed to period post deployment?
6. What change management processes do you routinely practice?
7. Provide scenarios of at least five projects, in which you were the primary contractor, which fall within the scope, and scale of our projects?
8. Describe your process for managing project risk and demonstrate how the process has produced positive results?
9. Be prepared to explain how you typically structure major projects for success. What are the key components of your major projects?
10. What provisions do you take to avoid equipment and software obsolescence?
11. How active is your company in developing industry standards or policy advocacy?
12. What is your company's commitment to closing the Digital Divide? What Digital Inclusion initiatives has your company participated in?
13. What is your company's commitment to investing in the Cleveland area to foster economic development?

10.1 Other Required Company Profile and Background Information

Your response to the RFP must provide the following information:

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1. Describe the individuals in your firm who would work with the City on the engagement. Please attach resumes of your proposed individuals who have performed these types of services. Include their professional experience and their respective responsibilities in those desired areas. The City reserves the right to interview the recommended individuals prior to any contract signing.
2. Provide a detailed profile of your company's financial position and your most recent audited financial statements. Describe any events that may have had a material adverse effect on your firm's capital position since that date.
3. Describe any client relationship (s) your firm has with any public or private entity that could be viewed as a definite or potential conflict of interest if your firm were selected to work on any of the City's engagements.
4. Describe any other relationships that could appear to be a conflict of interest if your firm were selected.
5. Indicate if your firm is under investigation or has been notified of any investigation by any federal or state regulatory agency.

We encourage you to review all of your documents and make sure they are accurate, complete and signed. Failure to submit all required forms may result in the rejection of your response.

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11 RFP RESPONSE CHECKLIST

The RFP response must contain the following documents, forms, worksheets, exhibits, and spreadsheets. The information should be organization in the order presented below. **Note: Using any other worksheets may result in the rejection of the RFP response.**

RFP Response Checklist of Required Documents By Section		
RFP Response Section #	Title of Document	Additional Comments/Instructions
1	Transmittal Cover Letter , Executive Summary and RFP Response	The cover letter should be signed by a corporate officer. The proposal Executive Summary should not exceed 3 pages. The RFP response should not be double-sided to ease with making any additional copies. Where appropriate the response should state which information is either Confidential or Proprietary .
2	Company Profile Worksheet	Only the provided worksheet will be accepted for assessing the company's profile. It should be completed accurately and completely. Use additional sheets if more information is deemed necessary.
2	MBE/FBE Subcontractors Profile Worksheet	Client References for suggested subcontractors should be provided in the response. All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available". The Provider should also complete a worksheet for any equipment manufacturer proposed to ensure the financial stability of the equipment Provider.
5	Customer Reference Worksheet	All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available".
6	Municipal Wireless Network RFP 20-Year Investment Summary	Use Excel Template Provided. All portions of the worksheet must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available". The RFP response should also include a Price Proposal, which provides a sample pricing chart with the associated service offering that would represent what the Proposer would market to municipal, public safety, residential, commercial educational customers that would use this network. In addition, the Proposer should detail the price points for the Digital Inclusion program.
9	Digital Inclusion Worksheet	All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available"
10	Strategic Requirements Worksheet	All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available"
11	Technical Requirements Worksheet	All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available"
12	Operations, Support and Performance Service Level Requirements Worksheet	<p>The City's minimum requirements for operating and supporting a wireless network are listed on the worksheet. The Provider is encouraged to included "value add" items if available. All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available"</p> <p>The City will expect the winning provider to offer excellent performance to ensure applications are operated to meet service needs. This worksheet outlines the areas for establishing service</p>

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RFP Response Checklist of Required Documents By Section		
RFP Response Section #	Title of Document	Additional Comments/Instructions
		levels and measurements to determine the level of service is maintained. All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available."
13	Applications Requirements Worksheet	This worksheet provides the minimum planned and desired applications the City has identified for operating over the wireless network. All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available"
14	General Network Terms and Conditions Worksheet Other Legal and Contractual Terms and Conditions Compliance Worksheet	The initial set of terms and conditions is provided to ascertain the Provider's ability to meet the City's other legal and regulatory requirements. The Provider is encouraged to provide additional comments as appropriate, but must state if they can meet these "General" Terms and Conditions. In addition, the other Legal and Contractual terms and conditions proposed by the City's Law Department are presented in the Compliance Worksheet.
15	Municipal Wireless Network RFP 10-Year Value Summary	All requirements worksheets must be completed. If an item does not apply, please note "Does Not Apply" as opposed to "Not Available"
16	Implementation Timetable Minimum Requirements	The proposal should include a timetable (Gantt Chart) of major milestones for the duration of the deployment of the wireless network. The timetable should provide major milestones, estimated elapsed days for the major milestones, who will be assigned to implement and monitor the plan. In addition, a description of the project management methodology to be used should be explained in this section of the RFP.
Appendix A	Letter of Intent to Propose	Providers planning to respond to the RFP are requested to sign and either email or fax a signed Letter of Intent to Propose to the Office of IT Planning and Review, Attention: Chief Technology Officer, as soon as possible. Please note the deadline. This is a non-binding document, but does give the City the intent of the Provider.
Appendix B	2007 Non-Competitive Bid Affidavit	This form must be notarized. The Provider is required to complete an Affidavit each year. Copies are available on the City's website at www.City.cleveland.oh.us , under "Provider Services" section.
Appendix B	W9 Form	This form needs to be completed and submitted to the City's Division of Accounts to establish a Provider file if one is not already on file with the City. This is required for each new Provider. The City cannot enter into an agreement or do business with a company without having a W9 on file.
Appendix C	2007 OEO Schedules 1-6	Note Documents Must Be Notarized. These forms are available to download on the City's website at www.City.cleveland.oh.us
Appendix D	Nondisclosure Confidentiality Statement	The City will require the Providers who make it to Round 2 to sign a Confidentiality Agreement for the City to disclose more detailed inventory information about the City's assets that may be contributed to the process. The assets which may be included are : City-owned utility poles, City-owned street lighting, City-owned buildings where rooftop rights may be available, water towers and/or tanks, City-

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RFP Response Checklist of Required Documents By Section		
RFP Response Section #	Title of Document	Additional Comments/Instructions
		owned fiber optic cabling, City-owned communications towers, existing conduit and/or duct work, existing public works initiatives, GIS data showing multiple layers of data, information on City ordinances governing the use of all assets, information on established prices for lease right to all assets, if not publicly available. In addition to an inventory of assets, detailed information about each asset, i.e., address locations, dimensions, specifications, power availability and connections, GIS coordinates, physical security, ground elevations, height of the structure above ground level, availability of mounting rights, etc., where known and necessary, will be made available after the signing of the Nondisclosure Confidentiality Agreement. This will assist with any feasibility due diligence.
Appendix E	Company Annual Report	The Provider should include in the proposal package the most recent annual report on the company. <u>A reference for the City to go to a website to download a version is not encouraged.</u>
Appendix F	Company Financial Report (Audited)	The Provider should include <u>Audited</u> Financial Reports from the last three years. Unaudited financial reports will not be accepted. The audited financial reports should include management letter, management responses and any other supporting documentation as requested by the City to ascertain the financial soundness of the Provider, and to determine any other exposures or risks for doing business with the Provider. <u>Please Note: The City is seeking a private-sector partner (s) who has the resources to successfully achieve what is proposed, and meets the requirements as outlined by the City, with the expected performance within the due date required.</u>

12 MUNICIPAL WIRELESS RFP EVALUATION PROCESS

12.1 General Evaluation and Compliance Guidelines

The City of Cleveland’s selection committee will review and evaluate all properly submitted Proposals received on or before the deadline. Proposals received after the deadline will be eliminated from consideration.

The committee will then select, using evaluation criteria established as described in this document, the most advantageous proposal to the City of Cleveland.

The RFP responses will be reviewed and evaluated in two rounds:

- **Round 1** will look for compliance of the documents in accordance with the City’s requirements, including City-required forms, worksheets, submission deadline compliance, financial worthiness and other factors to make it to Round 2. Vendors will be notified if they are advanced to Round 2 within two weeks of receiving the proposals.

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- **Round 2** will consist of those finalists who will be invited to make a presentation to the City regarding their proposed wireless network. These presentations will be in person and should involve the primary and all subcontractors. The sessions will generally run 3-4 hours. Prior to the presentations, the evaluation team will conduct client references.

The general evaluation will be based on the following factors:

- ✓ **Procedural Compliance and Submission of Required City Forms:**
 - a. Intent to Propose Form completed and returned by the due date
 - b. Compliance with all other City-required forms and submission to the City of Cleveland by the due dates
- ✓ **Strategic, Functional/Technical Criteria Compliance:**
 - a. Content, completeness, organization, readability, innovativeness and quality of submitted proposal
 - b. A discussion of the City and community benefits, advantages and potential risks or disadvantages which are the result of the proposal
 - c. Evidence of a clear understanding of the Scope of Services to be provided by the Provider and alignment with the City's strategic priorities
 - d. Alignment of the proposed services and systems to satisfy the City of Cleveland's technical, operational and service requirements
 - e. Provider's Municipal Government experience with complex projects such as required in the proposal
 - f. Provider's stability and experience with Wireless Network Design, Deployment, Management, Maintenance, Support, Repair and Upgrade services within budget and on schedule with high customer satisfaction
 - g. Comprehensiveness of the Provider's technology approach and strategic direction of utilizing new or emerging technologies
 - h. Provider's due diligence approach and methodologies for network design, including RF Assessment, capaCity and performance planning, and other services to ensure excellent performance of the network
 - i. Any other value-add services that differentiate the Provider from competitors
- ✓ **Benchmarking/Demonstration Compliance**
 - a. The Provider's demonstration of the proposed solutions which may be accomplished through site or on-site demonstration and visits
 - b. The Provider's ability to exercise a full suite of required functionality
 - c. Evidence of performance and throughput of the proposed solution
 - d. The Provider's knowledge of "best practices" used by top-ranked digital cities
- ✓ **Investment and Cost Determination Compliance**

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- a. The investment (capital and operating costs) schedule, and estimated total value proposition proposed by the Provider for the duration of the initial term
 - b. The Provider's proposed Project Team qualifications and references
 - c. The Provider's implementation timetable reflecting a sense of deployment urgency using project management and implementation best practices
 - d. The Provider's suggested tiered pricing model for subscribers (free, low or other) for residential, small businesses, and visitors/tourists subscriber services
- ✓ **Additional evaluation criteria as determined by the City of Cleveland's Office of IT Planning and Review and the Evaluation Team**
- a. The City will conduct client references
 - b. The City may require site visits to the Provider's locations, including test labs or development groups, (under a nondisclosure agreement), and Provider's strategies for future product development or use of new technology standards
 - c. The City may request site visits of referenced customer accounts

The City reserves the right to ask for additional information and clarification from or about any or all of the Providers proposing at any time.

Note: No contact shall be made to any City of Cleveland personnel regarding this RFP or the Project without the direct consent of the Office of IT Planning and Review Program Management Office during the Provider evaluation and selection process. Direct contact made to any other person other than the Office of IT Planning and Review PMO or another designee by the CTO may result in disqualification of the Provider from the RFP process.

12.2 Acceptance or Rejection of Proposals

The City reserves the right to exercise its best judgment in the evaluation of all responses. The City reserves the right to pursue any or all of the following actions in regard to this RFP:

- Exercise its discretion in this selection as deemed appropriate by the City.
- Reject any or all responses and to waive any informality in the process when to do so would be to the advantage of the City.
- Withdraw this notice.
- Reject any response (s) for noncompliance with the provisions outline in this notice.
- Not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City.
- Award one or multiple contracts based on the evaluation results.
- Reject the response of any consultant who has previously failed to timely and satisfactorily perform any contract with the City.
- Limit award to one or more phases.
- Take other actions deemed in the interest of the City.

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12.3 RFP Award

The City intends to award on an “all or none” basis. However, the City reserves the right to accept portions of the proposal or the entire proposal. Proposals submitted without completed worksheets, and all questions answered will be considered as non-responsive and may be rejected entirely.

Any award as a result of this RFP shall be contingent upon the execution of an appropriate contract. The RFP response, completed worksheets and the proposed terms and conditions worksheet shall form the basis of a Contract covering the subject matter of this RFP. If there is a contention (s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

12.4 Process for Entering into Agreement

The Provider whose Proposal is found to be the most advantageous to the City of Cleveland will be selected and offered the opportunity to enter into an agreement with the City of Cleveland. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the Proposal, which was submitted by the Provider, who’s Proposal was found to be the most advantageous to the City of Cleveland.

The Provider must be prepared to immediately begin contract negotiations upon notification of Selection. If the Provider is not able to begin contract negotiations, the City may disqualify the selected Provider.

The City of Cleveland reserves the right to negotiate the contract to include any portion or portions of the proposal. All services and products required for this implementation must be included in the proposal. Optional features, which would enhance the functionality of the proposed solution, must be included in the cost proposal.

Note: In order to support contract negotiations, the City of Cleveland will provide an authorization to proceed to the selected Provider.

12.5 Overall IT Governance and Oversight Pre- and Post-Deployment

Once the successful wireless provider has been selected, an agreement will be executed. The Program Management Office (PMO) established during the selection process will continue and provide program management services during the deployment of the project.

The PMO will provide regular reports to the IT Strategic Council for overall strategic oversight. This ensures the oversight. The IT Strategic Council is chaired by the Chief Operating Officer and consists of all the Chiefs and Directors of the Mayor’s Cabinet, members of City Council, and members of the Cleveland Municipal Court.

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13 RFP EVALUATION CRITERIA

13.1 Selection Criteria

The successful Provider must be a leader in the industry, with a proven track record of delivering results, which result in a high level of customer satisfaction. The Provider will be evaluated on the following minimum set of criteria, which includes, but is not limited to the following, along with the weighting of the general category:

- **Company Profile and Background:**
 - Financial Stability
 - Alignment With the City's Priorities
 - Industry Reputation and Leadership
 - Experience With Public Sector Projects of Similar Scope
 - Investment and Resource Commitment
 - Customer Satisfaction and Client Experience History

- **Strategic Alignment with the City's Municipal Wireless Vision/Strategy:**
 - Commitment to Improving Worker Productivity and Government Services
 - Commitment to Closing the Digital Divide and Increasing Digital Literacy
 - Broadband Connection Offerings for Selected Free and Low-Income Users
 - Overall Value and Community Economic Development Impact
 - Commitment to Using Disadvantaged and Small Businesses
 - Infrastructure Build Out Investment
 - Net Neutrality Philosophy
 - Consistency with City Terms and Conditions
 - Commitment to Sharing Network with Other Providers
 - Flexibility of Terms and Conditions to Meet City's Requirements

- **Municipal Wireless Broadband Network Technical Solution:**
 - Sustainability
 - Speed of Implementation
 - Network CapaCity and Design
 - Leadership and Support for Industry "Open Access" Standards
 - Scalability and Adaptability
 - Reliability and Durability
 - Roaming Capabilities
 - Security Capabilities
 - Device Support
 - Technical Design Level
 - Commitment to Performance Service Standards
 - Strategy for Using Emerging Technologies

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- **Customer Support and Operations:**
 - Project Management and Deployment Competencies
 - Availability and Breadth of Customer Services for Subscribers (Free, Low or Premium) for the City, citizens, businesses and visitors/tourists
 - Customer Support and Operations Centralized Management
 - Maintenance, Repair and Upgrade Refresh Approach and Philosophy
 - Service Levels and Performance

13.2 RFP Evaluation Team

The City will use a combination of City and community (private and non-profit voluntary) leaders to administer, review, award and provide ongoing program management oversight for the successful wireless provider arrangement. This section describes the process that will be used to select, and provide program management for the duration of the deployment effort.

A team of City and community IT leaders who served on the City's Wireless Network Strategy Design Team will comprise the evaluation team. The municipal wireless strategy design team consisted of 30 City and community IT leaders who helped shape the City's Municipal Wireless Strategy.

The Wireless Strategy Design team was further divided into two major work groups to focus on:

- City Applications and Requirements; and
- Community Applications and Requirements.

The evaluation team is made up of City employees and community IT leaders who represent the major stakeholder groups with a vested interest in the successful deployment of the wireless network. The evaluation team will be responsible for:

- Developing the evaluating criteria;
- Reviewing and assessing the quality of proposals;
- Conducting oral presentations, making site visits;
- Establish a testing methodology to ensure proposed solutions meet the City's needs as outlined in the municipal wireless network strategy; and
- Ensuring alignment with the City's strategy is achieved by the proposed solution.

They represent a broad set of perspectives and are assigned as shown below-

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Municipal Wireless Broadband Network Evaluation Team Stakeholder Representation			
City Services and Worker Productivity	Digital Inclusion For Closing the Digital Divide and Increasing Digital Literacy	Economic Development for Business Attraction, Retention and Workforce Development	Community Based Applications For Private, Non-Profit Voluntary Organizations
9	5	6	5
Total 9	Total 5	Total 6	Total 5

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14 CITY ASSETS

14.1 City Asset Summary

Cleveland has over 46,000 poles with streetlights and 1,000 traffic signals. There are 6 City-owned towers. Cleveland also includes 2 sewer treatment plants. Cleveland also boasts over 170 parks.

Through this RFP, the City seeks to facilitate a public-private partnership whereby the City will provide access to certain assets to a private company (or consortium of companies) that will finance, own, design, deploy and manage a Citywide wireless broadband infrastructure.

To that end, the City is providing a summary account of assets that it believes may be of value in this public-private partnership. The infrastructure included herein is not intended to be an exhaustive list of useful infrastructure, and proposals will not be evaluated on the basis of having included use of this infrastructure. Respondents should note that one or more of these assets might have restrictions on their use, which would preclude their availability for this public-private partnership.

14.2 Overview of Poles

Cleveland owns and operates the Cleveland Public Power (CPP) electric utility, and a large portion of the utility poles throughout the City. The City is willing to enter into negotiations regarding the use of over 46,000 of CPP's assets.

Standard street lights are typically 25-35 feet above ground based on City lighting standard.

14.3 City-Owned Pole Inventories and Assets

- The selected Provider of choice will be provided with a detailed listing of all City assets, i.e., light poles, traffic poles, towers, and rooftops of City-owned buildings. These confidential documents will only be extended to the finalist Providers. Also, the Provider will be given information about the characteristics of power availability and connections, including whether power is supplied to the street lights 24x7 (or only at nighttime), and other considerations;
- Appropriate assets maps and an inventory of all vertical assets will be available. Additionally, a more detailed list of all recreation centers, City parks and public spaces, and City-owned buildings on the City's INET will be made available.
- Data collected regarding connectivity for the digital literacy and CLIMB\CTCs will be provided to the Provider of choice. This is provided to ascertain the demand of the new network.
- To receive the information, the Provider will be required to sign the City's Non-Disclosure Confidentiality Statement as a disclosure of information acknowledgement.

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Note: The City does not own all light poles, but a majority of the light poles needed to implement a Citywide wireless network. Some may be owned by the other electric utility company, i.e., The Illuminating Company of First Energy. The provider will be expected to make their own arrangements with other electric utility pole owners.

A more detailed listing of all pole and traffic inventories will be available through a Non-Disclosure Confidentiality Agreement for those providers who make it to Round 2 of the evaluation process.

14.4 City-Owned Optical Fiber

The City owns and operates a single mode fiber network, referred to as the INET, to control many of the City services. The INET is over 47 route miles, and (~3,288 fiber miles). Over 60 buildings are currently connected directly or indirectly to the INET, including the City VOIP system. Other fiber from the industry may be available for this project, but will not be made available until after the award.

14.5 City-Owned Communications Towers

The City owns approximately 6 Communications Towers (CTs), 4 within the City limits, 1 in Beachwood and 1 in Brecksville. These CTs are available for use by the selected Respondent. However, specific details about their location, characteristics and use are restricted from board public release. Heights vary from 250 feet to 400 feet. Details will be provided to finalists.

It should be noted that any engineering on the towers would need to be accompanied by a wind study. Additionally, upon implementation, the City will require an interference study at each considered location to ensure that any newly installed equipment will not interfere with existing communications or any new systems being developed.

14.6 City-Owned Buildings

The City owns over 400 buildings and structures, which are distributed throughout the City. Most are three stories or lower, with the exception of City Hall, Utilities Administration Building, and a few other structures that are more than three stories. The mounting locations may be available for use by the selected Respondent. A list of City-owned buildings is in this document.

14.7 Transportation

The City believes commuter services will be a critical offering for the network and that transportation authorities may be able to provide assets for the project, e.g., Greater Cleveland Regional Transportation Authority. The City does not expect to describe these assets during the RFP process.

The City desires to make the airport's wireless available to travelers.

11

11 Source: Logistics Today, May 2004.

14.8 POLE Assets and Anchor Attachments (Codified Ord. Section 523.23)

Cleveland Public Power City of Cleveland

(Taken from CPP Rates Rules and Regulations Schedule)

The following schedule is applicable to any attachment of communication facilities to poles owned by the Division of Cleveland Public Power ("attachments") by any person or entity ("permittee") other than a joint owner of such pole or a party to any joint use agreement.

(a) Application For Attachment

Any person or entity desiring to install attachments shall make a written request for permission to install attachments on any pole owned by the Division of Cleveland Public Power. The request shall specify the location of each pole, the nature of the proposed attachment and the amount and location of the space desired. Within thirty days after receipt of a written request, the Division shall notify the applicant whether or not it will permit the attachment and under what conditions. The Division shall have the sole right to determine whether an attachment would adversely affect its electric utility services and its ability to provide such services in an economic and safe manner, including consideration for the future needs of its customers.

(b) Conditions of Attachment

All attachments shall be placed on Division's poles in a manner satisfactory to the Division and shall not interfere with the present or future use of the pole by the Division. All attachments shall be installed and at all times maintained by the permittee so as to comply with the requirements of the National Electric Safety Code and other applicable Federal, State, County or Municipal codes, as well as operating procedures of the Division of Cleveland Public Power. The permittee shall be responsible for obtaining any right, license, or permit from any governmental body, authority, or other person or persons which may be required for the construction and maintenance of the attachments of the permittee, including easements, rights-of-way, or rights of entry upon premises.

If the Division desires to replace an existing pole, or add facilities to an existing pole, to which the permittee has made attachments, the permittee shall, where required by the Division, relocate its facilities at its own expense.

In the event that a permittee fails to make or maintain any attachments in conformance to all applicable codes and procedures, the Division, after fifteen days' written notice, shall have the right to make, or cause to be made, the necessary corrections or shall have the right to remove such attachments without liability, at the entire expense of the permittee.

In the event of any emergency, which, in the opinion of the Division, affects or threatens to affect the operations of the Division, the Division shall have the right to perform such detachment, disconnection, relocation or alteration, at the permittee's expense, of such attachments as may be necessary to meet such emergency.

(c) Attachment Rental Fee

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\$0.25 per month for each pole attachment
\$0.50 per month for each anchor attachment

Attachment rental fees shall be billed monthly and shall be due and payable on or before twenty-one calendar days following the date on which the bill is issued. Payments received after the due date shall be subject to the same penalty as prescribed in Section 523.12. The bill for attachment rental fees will reflect the total number of attachments in place during the previous month.

Within five days following the end of each calendar month, the permittee shall notify the Division, in writing, of the completion of all attachments, or removal thereof, during the preceding month.

(d) Reimbursement of Costs

If attachment to the Division's poles imposes on the Division costs, which would not otherwise be incurred, the party requesting attachment shall reimburse the Division for all such costs. Such costs may include, but are not necessarily limited to any change in or strengthening of poles, any rearrangement, alteration or addition of, or other changes in existing facilities, which in the opinion of the Division are necessary to accommodate the attachments of the party or entity requesting an attachment. Such costs may also include billing, engineering, and any necessary evaluation of the applicant's request for attachments. The Division reserves the right to require the permittee to have all necessary work performed at the permittee's expense, by a contractor engaged by the permittee and approved by the Division, performing work in a manner consistent with the construction standards of the Division.

(e) Multiple Applicants For Attachment

When the Division receives applications from more than one applicant for permission to attach to any pole and, because of such multiple attachments, either the poles must be replaced or the facilities thereon must be rearranged to provide additional space for the attachments, the Division may apportion the additional total costs resulting from the pole replacement or rearrangement among all permittees. Such apportioned costs shall include common engineering, material, and other expenses, which result from the multiple applications and the multiple attachments. The permittees shall be bound by the Division's determination as to any such apportionment of costs.

(f) Power Supplies and Amplifiers

Power supplies and amplifiers may be mounted on the Division's poles at the sole discretion of the Division. Permittees shall request permission to mount such facilities in writing to the Division. The location and design shall be approved by the Division prior to installation.

Any electric service for power supplies and amplifiers shall be paid for by the permittee at the Division's applicable electric rate. The meter, if required, will be furnished by the Division. The meter base will be furnished by the Division and installed by the permittee according to standards set forth by the Division. The permittee's service conductors, if required, shall be furnished and installed by the permittee with weatherhead included. Sufficient conductor shall be left to reach the Division's secondary circuit. The permittee shall insure that all equipment is effectively grounded to an earth ground, separate and apart from any ground wire belonging to

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the Division, and shall observe the National Electrical Safety Code and all other applicable codes in the installation of these facilities.

Power supplies and amplifiers will not be permitted on poles, which have transformers, reclosers, cutouts, oil switches, capacitors, or other equipment of a size or type, which would impair climbing or working space if an additional pole-mounted facility were installed. Power supplies and amplifiers may be prohibited in situations deemed sensitive from the standpoint of pole line appearance. The permittee shall install all of its attachments to not interfere with climbing space as specified by the National Electrical Safety Code or specifically defined by the Division.

12 Note: The terms and charges stated above are subject to change and any changes shall apply to Provider to the same extent as applied to other similarly situated permittees.

14.9 Cleveland Public Power Asset Summary

There are two electric utilities that provide street lighting services in the City of Cleveland. Approximately sixty-nine percent of the street lighting is provided by the City-owned Cleveland Public Power and the remainder of the street lighting is provided by the Cleveland Electric Illuminating Company (CEI), an investor-owned utility and FirstEnergy operating company.

Because the two electric utilities compete for retail customers on a door-to-door basis in much of the City, each utility owns poles in most parts of the City. There are some areas of the City where only one utility's facilities (including street lighting facilities) are located. On a ward basis, only CEI provides service in Ward 21, except on Lorain Avenue, where CPP has street lighting facilities. There are pockets within the neighborhoods of Collinwood and Old Brooklyn where Cleveland Public Power is the only provider of electric service, and thus the only provider of street lighting.

Cleveland Public Power and CEI each have street lighting fixtures that are controlled by individual photocells. Both utilities also have circuits of street lights that are controlled by one photocell or timer (bank switched). Most major arterial roadways, such as St. Clair, Superior, Chester, Woodland, Detroit, Lorain, Carnegie, Lakeside Avenue, Ontario, and West 25th Street have bank switched street lighting facilities. The street lights on Public Square and on most of the surrounding streets are banked switched.

Cleveland Public Power and CEI use multiple voltages to power their street lights. These voltages include 120 volts, 240 volts and 480 volts. Most street lights served by Cleveland Public Power in residential neighborhoods are 240V since they are fed directly from the residential distribution system. CEI also feeds the street lights in residential neighborhoods from its distribution system, using 120 volt fixtures. Street lights in residential neighborhoods are typically controlled by individual photocell. Most of the street lighting on major arterial roadways is served at 480 volts and almost all of that is bank switched. Most of the major arterial roadways are served by Cleveland Public Power.

Street lighting in Cleveland is provided on various types of poles, including wood, steel, aluminum, concrete, and fiberglass. Most street lights are attached to the pole by means of a mast arm. Some of the mast arms may be too short to accommodate transmitter devices. Some street lighting is of a post-type design, thus providing no arm for installation of a transmitter device. Structural capabilities of the pole and the arm need to be considered when deploying transmitter devices.

As a general matter, most residential neighborhoods have wood poles. Most post-type lighting is found in new residential areas. Steel and fiberglass poles are found on major arterial roadways. Aluminum and concrete poles are found in the downtown area.

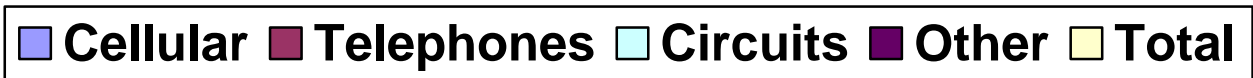
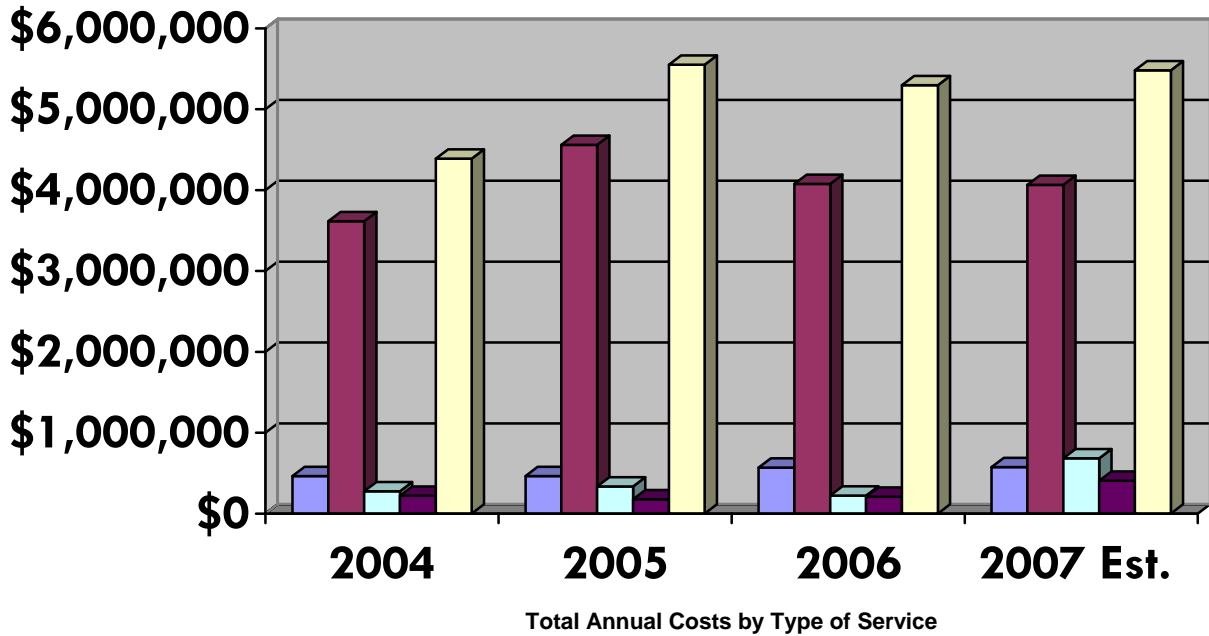
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14.10 Citywide Spending on Telecommunications

Over the past three years the City has implemented VOIP in all of the major buildings. The City continues to have a combination of Centrex services and VOIP services over the City’s INET fiber backbone. Below is a chart showing the City’s annual telecommunications, which is centrally managed by the ITS Division and charged back to the various City departments. Total Citywide spending for the past four years is shown in the table below. As shown, the City is estimated to spend approximately \$5.5 Million on telecommunications in 2007.

Citywide Telecommunications Costs (2004-2007 Estimated)



14.11 Summary of City-Owned Building Internet Connectivity

The following table lists the buildings owned by the City. Also shown is the type of Internet connection currently available at the building. Shown are those buildings currently connected to the City’s fiber optic backbone, referred to as the INET. Buildings with only a DSL connection, T1 or other dial-up connection, if known, are highlighted.

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Summary of City-Owned Buildings and Internet Connectivity Type As of: 2/12/07						
Building	Type of Connectivity					
	INET (City Fiber Backbone)	DSL	T1	Wireless	DC3	Other
General Fund Buildings						
City Hall	X					
Convention Center	X					
Fire HQ	X					
Police – Third District	X					
Waste Management Division	X					
205 Building	X					
Justice Center	X					
Health Mural	X					
J. Glenn Health Center			X			
McCaffrey Health Center			X			
Miles Health Center			X			
Police District 1			X	X (to Justice Center)		
Police District 2	X		X			
Police District 3	X		X			
Police District 4	X		X			
Police District 5	X		X			
Police District 6	X		X			
Dog Kennel		X				
Fire Battalion 1			X			
Fire Battalion 2			X			
Fire Battalion 3			X			
Fire Battalion 4			X			
Fire Battalion 5			X			
Fire Battalion 6			X			
Fire Training Academy (FTA)			X			
EMS HQ				X (to Police District 3)		
Golf Courses (2)		X				
West Side Market		X				
Urban Forestry		X				
Aging CHORE Office (via CWD network)	X					
Snowbird Street Operations			X			
Printing Division			X			
Highland Cemetery			X			
Ridge Road Waste Transfer			X			
Motor Vehicle Maintenance Carr Center			X			
Workforce Development			X			
Motor Vehicle Maintenance – Harvard Yard			X			
Workforce Development						X (Opteman)

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Summary of City-Owned Buildings and Internet Connectivity Type As of: 2/12/07						
Building	Type of Connectivity					
	INET (City Fiber Backbone)	DSL	T1	Wireless	DC3	Other
Buildings By Department::						
Public Safety (29)	X	X	X	X		
Public Health (10)	X	X				
Public Service (54)	X	X	X			X
Finance (2)	X					
Parks, and Recreation (123)						
Parks (~170)						
Recreation Centers (21)		X				
Economic Development (1)	X					
Utility Buildings						
Stokes Utility Admin Building	X					
CPP Admin Building	X					
Water Pollution and Control Division (WPC)	X					
CPP Substations (32)	X					
Other CWD Buildings (33)			X			12 (Gigaman lines) 21 (Opteman lines)13
Port Control						
Hopkins International Airport			X			
Zone 1 – 9 Buildings, including Passenger Terminal, Sheraton Hopkins Hotel			X (Passenger Terminal Only)			X (Connected via Port owned Fiber)
Zone 2 – 21 Buildings						X(Connected via Port owned Fiber)
Zone 3 – 4 Buildings, including IX Exhibition Center						X (Connected via Port owned Fiber)
Zone 4 – 3 Buildings						X (Connected via Port owned Fiber)
Zone 5 – 7 Buildings (including Rental Car Facility)						X (Connected via Port owned Fiber)
Burke Airport			X			X (Connected via Port owned Fiber)
Aviation High School						X (Connected via Port owned Fiber)
FBO Business Aircraft						X (Connected

13 Note: All CWD Opt-e-man lines are backed up with T1 lines.

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Summary of City-Owned Buildings and Internet Connectivity Type As of: 2/12/07						
Building	Type of Connectivity					
	INET (City Fiber Backbone)	DSL	T1	Wireless	DC3	Other
Center and Hanger						via Port owned Fiber)
FBO Million-Air and Hanger						X (Connected via Port owned Fiber)
The Terminal Complex						X (Connected via Port owned Fiber)
Maintenance and Equipment Building						X (Connected via Port owned Fiber)
ARFF and Maintenance Shared Building						X (Connected via Port owned Fiber)
Radar ILS Out Building						X (Connected via Port owned Fiber)
Cleveland Municipal Court- Justice Center 15						
Probation Satellite East			X			
Probation Satellite West			X			
House of Correction			X			
Courthouse Square			X			

14

14 Note: Cleveland Municipal Court-Justice Center is a County owned Building

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14.12 Recreation Centers, Parks, Public Spaces CLIMB Centers\CTCs

Table XX: Inventory of City Recreation Centers, Parks, Public Spaces and CLIMB\CTCs By Ward					
Ward #	Name	Address (Not Available)	Park Acreage	Type of Internet Connection	Other Comments
1	Earle B. Turner Recreation Center		3.39	DSL	
	John F. Kennedy Recreation Center		0.65	DSL	
	Emery Park		11.31		
	Idalia Park		6.87		
	Kerruish Park		76		
	Frederick Douglas Park		38		
	Harvard Community Services Center (CTC)			DSL	
					DSL
2	Dove Park		4.17		
3	Alexander Hamilton Recreation Center		1.80	DSL	
	Luke Easter Park		116.36		Assumed Park and Recreation Centers
	Zelma Watson George Recreation Center			DSL	
	Mt. Pleasant Community Computer Center (CTC)			n/a	
4	Kenneth L. Johnson Recreation Center			DSL	
	Kenneth L. Johnson Recreation Center Park		9.10	DSL	
	Kossuth Park		.45		
5	Central Recreation Center		.41	DSL	
	Lonnie Burten Recreation Center			DSL	
	Central Recreation Community		.45	DSL	

15 Note: Please refer to the City of Cleveland's City Council website at www.clevelandcitycouncil.org to see the geographic areas of the city wards.

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Table XX: Inventory of City Recreation Centers, Parks, Public Spaces and CLIMB\CTCs By Ward					
Ward #	Name	Address (Not Available)	Park Acreage	Type of Internet Connection	Other Comments
15	Park				
	Easton Playground		2.96		
	Lonnie Burten Recreation Park		7.96		
	Thurgood Marshall Recreation Center Park		12.48	DSL	
	Arbor Park Village (CTC)		4.45	DSL	
	Friendly Inn (CTC)				
	University Settlement (CTC)			DSL	
	Rainbow Terrace Learning Center (CTC)			DSL	
6	Fairfax Recreation Center			DSL	
	Fairfax Recreation Community Park		4.50		
	Artha Woods Park		6.08		
	Tony Brush Park		1.82		
	Alta House (CTC)			DSL	
	East End Neighborhood House (CTC)				
	Fairfax Renaissance Dev Corp. (CTC)				
7	Thurgood Marshall Recreation Center			DSL	
	Rockefeller Park Lagoon				
	Empowerment Center of Greater Cleveland (CTC)				
	Famicos Foundation (CTC)			T-1	A CLIMB Center
	Park Village (Famicos) (CTC)			Cable	
	UMADOAP (CTC)			DSL	
8	Cory Recreation Center		.71	DSL	
	Gardenview Hill in Rockefeller Park				
	Gordon Park		46		
	Glenview Park		26		

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Table XX: Inventory of City Recreation Centers, Parks, Public Spaces and CLIMB\CTCs By Ward					
Ward #	Name	Address (Not Available)	Park Acreage	Type of Internet Connection	Other Comments
15	Rockefeller Park		130		
	Rockefeller Park Greenhouse		3		
	Sam Miller Park		5.72		
9	Glenville-James Hubbard Recreation Center			DSL	
	Forest Hills Park		9		
	Glenville-James Hubbard Recreation Center Park		52.70		
	Moulton/Scoutway Park		4.15		
	Ashbury Senior Computer Center (CTC)			DSL	A CLIMB Center
10	No Recreation Center				
	Coit Park		1.57		
	Duggan Park		8.70		
	Groton Park		2.25		
11	No Recreation Center				
	Humphrey Park		26.18		
	R.J. Taylor Park		7.60		
	Salvation Army (CTC)				
12	Stella Walsh Recreation Center		1.53	DSL	
	Hyacinth Park		4		
	Warsaw Park		3.52		
13	Kovacac Recreation Center		.55	DSL	
	Sterling Recreation Center		3.01	DSL	
	Lincoln Park		7.55		
	Fairview Park		5.42		
	Heritage Park 1 (Flats - East Bank)		.63		
	Heritage Park 2(Flats - West Bank)		.53		
	Kirtland Park		13		
	Kovacac Recreation Park		.55		

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Table XX: Inventory of City Recreation Centers, Parks, Public Spaces and CLIMB\CTCs By Ward					
Ward #	Name	Address (Not Available)	Park Acreage	Type of Internet Connection	Other Comments
15	Mall A (Memorial Plaza)		2.75		
	Mall B (Hanna Plaza)		5.45		
	Mall C (Strawbridge Plaza)		5.46		
	Public Square		4		
	Ralph J. Perk Plaza		1.1		
	Settlers Landing Park		1.5		
	Sterling Recreation Center Park		3.01	DSL	
	Tremont Valley Playfield		50		
	Willard Park		1.78		
	Esperanza (CTC)				
	Goodrich-Gannett Neighborhood Center (CTC)				
	Cleveland Housing Network (CTC)			DSL	
	14	Clark Recreation Center		.45	DSL
Market Square Park			.33		
Roberto Clemente Playground			4.20		
Scranton Road Ministries (CTC)				DSL	
Spanish-American Committee (CTC)				DSL	
15	Estabrook Recreation Center			DSL	
	Estabrook Recreation Park		4.43		
	Brookside Center (WSEM) (CTC)				
16	Harmody Park		20		
	None Available				
	Archmere Park		4.04		
	Brookside Park		111.34		
17	Loew Park		23.11		
	Zone Recreation Center			DSL	
	Herman Park		2.42		
	Zone Recreation Center Park		18	DSL	
	El Barrio/WSEM (CTC)				

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Table XX: Inventory of City Recreation Centers, Parks, Public Spaces and CLIMB\CTCs By Ward					
Ward #	Name	Address (Not Available)	Park Acreage	Type of Internet Connection	Other Comments
15					
18	Cudell Recreation Center			DSL	
	Cudell Recreation Center Community Park		9.04		
	Mercedes Cotner Park		5.35		
	West Tech Learning Center (CTC)			Cable	
19	Halloran Park Recreation Center			DSL	
	Halloran Park		18.83		
	Thrush Park		7.67		
	Worthington Playfield		8.14		
	West Park Community Coalition (CTC)				
	Westown Community Dev Corp (CTC)			DSL	
20	No Recreation Center				
	Jefferson Park		12		
	Maplewood Park		16		
	Mohican Park		24.7		
	Bellaire-Puritas Dev Corp. (CTC)			DSL	
21	Gunning Park Recreation Center			DSL	
	Davinwood Playground		5		
	Gunning Community Park		13.50		
	Impett Park		34.82		
	Rainbow Park		1.15		
Out	Camp George L. Forbes		22		
Total City Recreation Centers = 20					
Total Number of Targeted Parks = At Least 65 (~ 2 Square Miles)					
Total CLIMB\CTCs = ~27					
Total Park Acreage			~1110.22		
*** Indicates Internal Wireless LAN. No CTC has external wireless capabilities today.					
* * A new Mt. Pleasant Community Computer Center is being planned by a group that includes Mount Pleasant Now and the Murtis Taylor Center, working with the former director of the CTC at Thea Bowman Center (no longer operating as a CTC). The location may be at Murtis Taylor.					

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15 MUNICIPAL WIRELESS NETWORK CITY VISION MAP



CITY OF CLEVELAND MUNICIPAL WIRELESS NETWORK

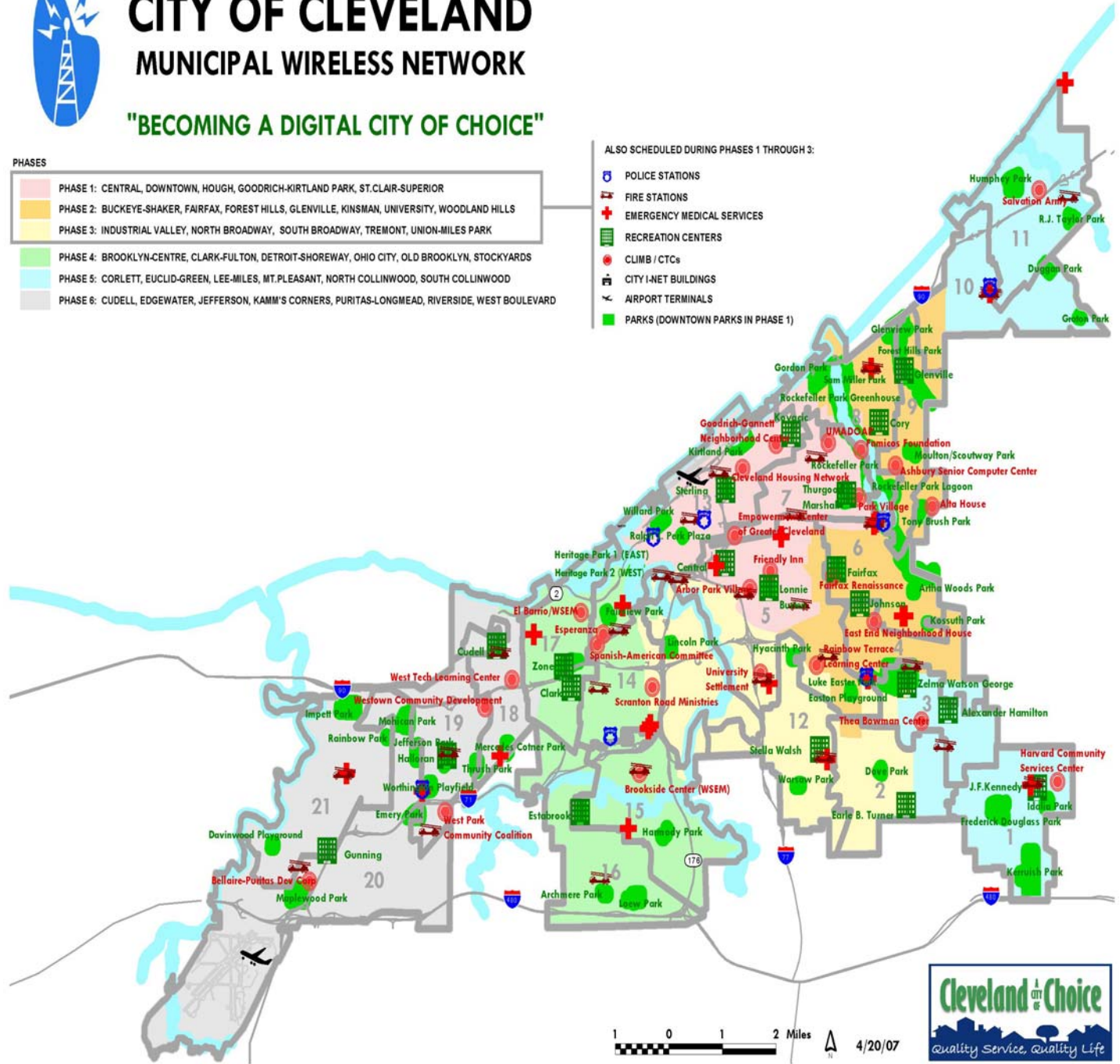
"BECOMING A DIGITAL CITY OF CHOICE"

PHASES

- PHASE 1: CENTRAL, DOWNTOWN, HOUGH, GOODRICH-KIRTLAND PARK, ST. CLAIR-SUPERIOR
- PHASE 2: BUCKEYE-SHAKER, FAIRFAX, FOREST HILLS, GLENVILLE, KINSMAN, UNIVERSITY, WOODLAND HILLS
- PHASE 3: INDUSTRIAL VALLEY, NORTH BROADWAY, SOUTH BROADWAY, TREMONT, UNION-MILES PARK
- PHASE 4: BROOKLYN-CENTRE, CLARK-FULTON, DETROIT-SHOREWAY, OHIO CITY, OLD BROOKLYN, STOCKYARDS
- PHASE 5: CORLETT, EUCLID-GREEN, LEE-MILES, MT. PLEASANT, NORTH COLLINWOOD, SOUTH COLLINWOOD
- PHASE 6: CUDELL, EDGEWATER, JEFFERSON, KAMM'S CORNERS, PURITAS-LONGMEAD, RIVERSIDE, WEST BOULEVARD

ALSO SCHEDULED DURING PHASES 1 THROUGH 3:

- POLICE STATIONS
- FIRE STATIONS
- EMERGENCY MEDICAL SERVICES
- RECREATION CENTERS
- CLUMB / CTCs
- CITY I-NET BUILDINGS
- AIRPORT TERMINALS
- PARKS (DOWNTOWN PARKS IN PHASE 1)



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16 COMPETITIVE LANDSCAPE AND DEMAND ASSESSMENT

The greater Cleveland area is serviced by 21 major ISPs. Some of the major DSL high-speed providers are AT&T/.Yahoo DSL, Verizon, Qwest. Some of the major cable providers are Comcast, RoadRunner (Time Warner), EarthLink, Cox, Charter and Insight.

Currently EarthLink, AT&T/Yahoo DSL, Cox Communications, Charter Communications, and HughesNet represent the major providers of broadband services of at least 3.0 Mps included in the analysis below. Below are descriptions of the residential, commercial and municipal fixed service plans provided in Cleveland as of February 28, 2007. Note: The mobile plan pricing is consistent for residential, commercial and municipal customers.

16.1 Major Broadband Competitors Commercial Plans

The commercial plans assume a Three (3) Mbps (down) speed. This plan was used to address the need of most small businesses, which is the target business size for determining demand for a majority of the businesses in Cleveland. The current fixed plans are priced at a level that is at parity with national averages. However, they are still significantly above pricing that has been proposed in other cities that are in the process of deploying municipal broadband networks. The City continues to have significant opportunities to partner with an established ISP to provide fixed, portable, nomadic services at price points that are lower than the existing offerings as well as provide upstream bandwidth at One (1) Mbps that is 2-10 times greater than existing fixed offerings. Note: information is not readily available is not reported, but is used for comparative purposes only.

Commercial and Municipal Plans							
Provider	Standard Pricing	Bandwidth (Down/Up)	Email Accounts	Web Storage	Term	Early Termination Fee	One Time Fees
AT& T/Yahoo	\$89.99	3 Mbps/384 Kbps	15	10 MB	12 Months	Not Available	\$75
EarthLink	\$89.95	3 Mbps/768 Kbps	12	10 MB	Not Available	Not Available	N/A
RoadRunner Time Warner	\$42.95	5 Mbps/1.5 Mbps	N/A	N/A	Not Available	Not Available	\$24.95
HughesNet	\$179.99	2 Mbps/500 Kbps	10	N/A	24 Months	Not Available	\$899.98 Equipment Charge
Cox Communications	\$41.95	3 Mbps/512 Kbps	7	70 MB	N/A	Not Available	Not Available
Charter Communications	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	\$89.95
Verizon	\$39.99	3 Mbps	9	10 MB	12 Months	\$79	N/A
Comcast	\$42.95	N/A	N/a	N/A	N/A	N/A	\$79.95 Modem

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16.2 Major Broadband Competitors Residential Plans

Residential Plans (DSL/Cable Broadband Connections – Regular Rates)							
Provider	Standard Pricing	Bandwidth (Down/Up)	Email Accounts	Web Storage	Term	Early Termination Fee	One Time Fees
AT&T/Yahoo!DSL	\$34.99	3.0 Mbps	11		No Contract Required		Purchase Modem (\$49 - \$79); Self Set Up Charge - \$12.95 Professional Set Up Charge - \$200
EarthLink	\$34.95	3.0 Mbps	8	10 MB	12 Months	\$149.95	Not Available
HughesNet	\$79.99	1.5 Mbps/200 Kbps	Not Available	Not Available	15 Months	No Termination Charge	\$499.95 Equipment Charge
Cox Communications	\$24.95	1.5 Mbps	Not Available	Not Available	Not Available	Not Available	Not Available
Verizon	\$29.99	3.0 Mbps	9	10 MB	12 Months	\$79	Not Available

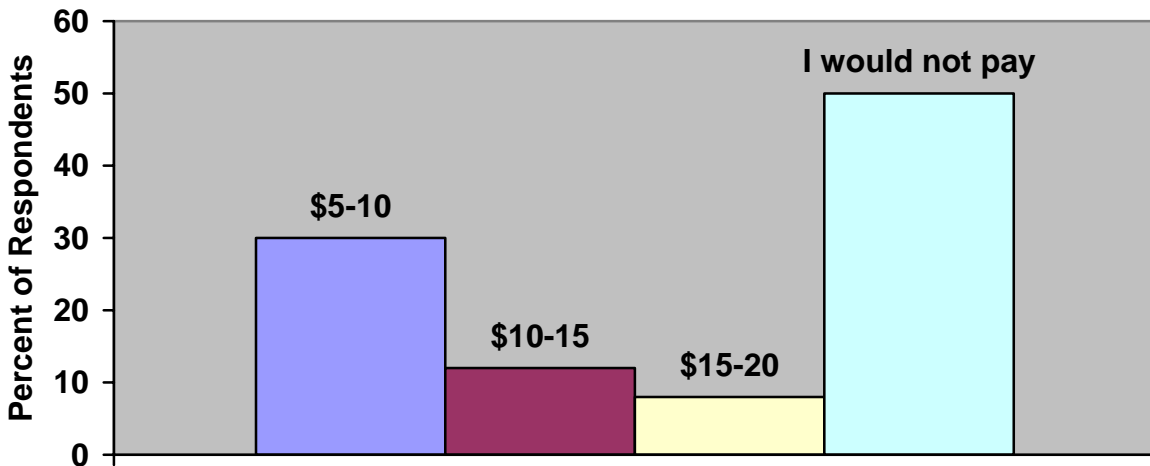
16.3 Residential Demand for Paid Outdoor WiFi Services

A survey to ascertain community demand for using WiFi services was conducted by the Counties of Suffolk and Nassau, Long Island, New York.¹⁶ The results revealed approximately 50% would pay

¹⁶ Source: Counties of Suffolk and Nassau, Wireless Broadband Initiative, (1/17/08)

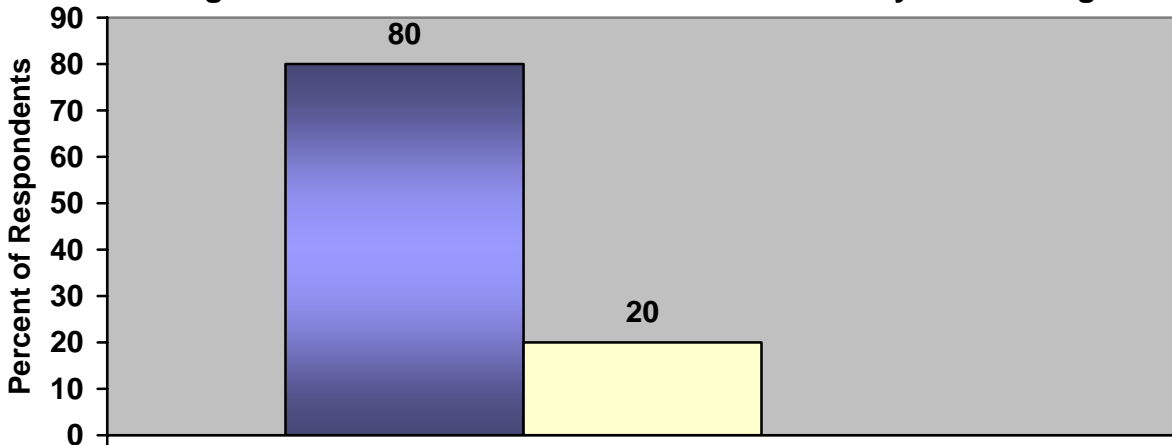
for outdoor WiFi services as shown in the following table.

Willingness to Pay for Outdoor WiFi Service



A second question asked about the respondents' willingness to use an outdoor WiFi service that was funded through advertising. Respondents are highly likely to use such a service as shown in the table below.

Willingness to Use Outdoor WiFi Service Paid for by Advertising



16.4 Municipal Demand

The City currently relies on various voice and data communications services from private-sector providers. It also manages a VOIP system that is owned and operated by the City. The City would like to explore how the Network can reduce ongoing costs and enable increased productivity or new services, particularly for field employees and remote devices.

Some of the contemplated uses of the Network include:

- Surveillance cameras

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- Vehicle Tracking
- Pump Stations and waste water treatment plants
- Electronic meters and remote repair for public power utility
- Health services restaurant inspections
- Environmental quality monitoring
- Building and Housing Inspections
- GIS

Respondents are encouraged to be creative in defining how the Network could address these and other needs of the City. Specific plans for numbers of accounts and any anchor tenancy arrangements, will not be made until contract negotiations. However, please note the City is not committing to anchor status at this time.

16.5 Public Safety

The City is interested in how the Network can be used for services such as video cameras, remote access to crime databases, and other applications. Respondents are encouraged to articulate services for public safety. The City is interested in a separate Public Safety Network for City purposes only.

16.6 Cleveland Municipal Court

The Cleveland Municipal Court is the center of legal activities in the Greater Cleveland, Ohio metropolitan area. Every day, hundreds of Cleveland residents work with the court's more than 500 employees to address civil, traffic, small claims, contract, and criminal matters.

The Cleveland Municipal Court, the Judicial branch of government has been implementing a strategic plan of several IT initiatives. They were an early adopter of VOIP technology and are interested in expanding their network infrastructure and using emerging technology to run the Court system more cost-efficiently.

16.7 Cleveland Public Library System

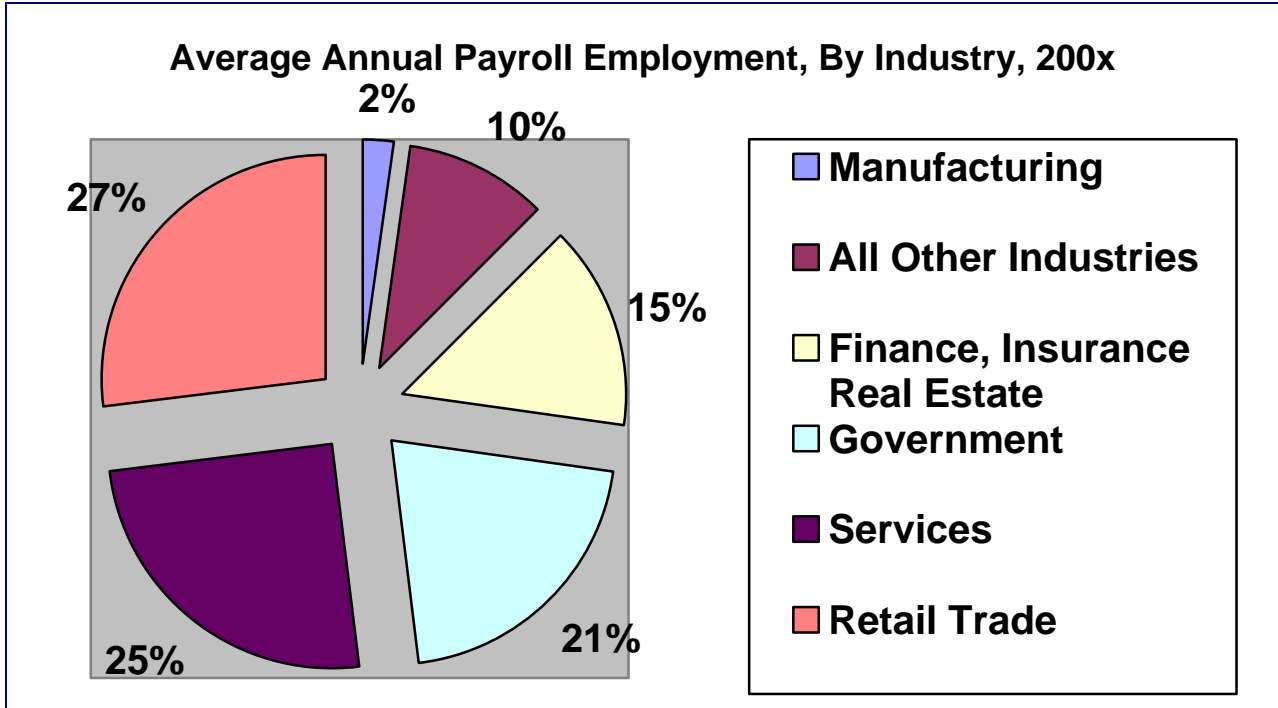
Founded in 1869, the Cleveland Public Library is one of the largest and oldest library systems in the Country with over 28 branches throughout the City and over 9 Million books in the main downtown branch alone. The Library was an early adopter of technology and continues to make it one of their strategic priorities to close the Digital Divide in underserved communities.

16.8 Employment in Key Cleveland Technology-Intensive Industries

Cleveland is a hub of high-tech companies, biosciences and a world hub of the most advanced healthcare in the world. It is the home of the one of the top health care institutions in the World, the Cleveland Clinic. The distribution of employment among the high-tech sector is shown in the following table.

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16.9 Municipal Employees Wireless Demand Potential

The following table shows the total employees per department, and what is the estimated number of employees within departments whose job's productivity could be improved with these of wireless capabilities. These are typically the mobile workforce. Over the next five years, the City intends for all targeted mobile positions to be connected using the wireless network.

Cleveland Employees and Mobile Wireless User Demand (Based on 2007 Mayor's Budget Estimate)			
Department	# of Employees	# of Estimated Mobile Workers	% of Total Employees
Safety:	3,336		
Police (Uniform)	1,651	1300	79%
Police - Civilian	359	100	28%
Fire – Uniform	906	906	100%
Fire - Civilian	10	1	10%
Emergency Medical Services (EMS)	306	266	87%
Corrections	90	72	80%

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Cleveland Employees and Mobile Wireless User Demand (Based on 2007 Mayor's Budget Estimate)			
Department	# of Employees	# of Estimated Mobile Workers	% of Total Employees
Dog Pound	14	10	71%
Utilities:	1882		
Cleveland Water Department	1,276	650	51%
Cleveland Public Power	351	95	27%
Water Pollution Control	176	50	28%
Fiscal Control	51	5	9%
Administration/Radio Communications	28	15	54%
Public Services:	1004		
Streets	297	176	59%
Waste Collection & Disposal	285	225	79%
Street Construction and Maintenance	187	100	53%
Motor Vehicle Maintenance	103	5	5%
Engineering & Construction	71	30	42%
Traffic Engineering	46	42	91%
Architecture	9	6	66%
Administration	6	1	16%
Building and Housing:	171		
Code Enforcement	118	118	100%
Administration	29	10	34%
Construction Permit	24	24	100%
Urban Development (Excluding Building and Housing)	156	25	16%
Parks, Recreation and Properties:	1,191¹⁷		
Recreation	632	100	16%
Parks, Maintenance & Properties	255	75	29%
Convention Center, Markets, Stadium	120	15	12%
Property Management, Markets	104	25	24%
Parking Facilities	63	5	8%
Research, Planning & Development	9	2	22%
Administration	8	5	62%
Public Health	63	25	40%
Port Control (Airports and Harbors)	398	100	25%
Finance	304	20	6%
Community Relations	41	15	36%
Aging	10	5	50%
Legislative (City Council)	68	20	29%
Judicial	480	50	10%
Other General Fund Departments	10	10	100%
Other (Small Enterprise, Internal Services)	354	25	7%
Total City Employees	9438	4758	50%

16.10 Public Safety Network

¹⁷ This includes 635 seasonal part-time staff.

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The Police Department is currently utilizing Alltel for the mobile data services. They currently have more than 800 vehicles and personnel equipped with PCMCIA cards in Mobile Data Terminals (MDTs) and handheld devices. The Police Department plans to switch a majority of the vehicles to the WiFi network and keep a portion of the vehicles on the Alltel network to handle services that may be required outside of the City boundaries.

In addition, there are another 300-400 Safety employees who are mobile and will be using handheld devices to perform services in the field. All of these will need wireless capabilities.

16.11 Other City Services

Several departments have identified “early adoption” applications for which they want to use the wireless network. These departments include Safety, Public Services, Utilities, Airports and Building, Parks/Recreation and Properties and Housing.

16.12 Planned Wireless Penetration Rates

Based on studies conducted in other cities considering or deploying municipal wireless networks, the penetration rate assumptions, by segment type, regarding the percent of the target sector most likely to use wireless services, was determined. Conservative estimates used in this document, are based on the following assumptions:

- **The City believes the largest number of future users will come from the residential, government and educational community.** In addition, there are significant numbers of professional knowledge-workers, e.g., lawyers, accountants, healthcare professionals, and other professionals that live and work in Cleveland and would greatly benefit from the portable, nomadic and mobile service that this network will offer for the target markets.
- The City has assumed conservative penetration rates for the following target markets:
 - **Residential:** 20% penetration rate that is reached within 36 months of market launch, with subsequent customer acquisitions going up 5% per year for years 5 and 5 to reach 30% by year 6.
 - **Commercial:** 20% penetration rate that is reached within 36 months of market launch, with subsequent customer acquisitions going up by 5% per year for years 5 and 6 to reach 30% by year 6.
 - **Educational:** 50% penetration rate that is reached within 24 months of market launch. This service will be available for all schools, colleges and universities within the City that currently do not have campus-wide wireless capabilities. This network will provide an offering for the entire student bodies at all educational sites, including vocation schools. The reason the planned penetration rate is not 100 percent is because an estimate of 10% of the students still may not own a computer or may not choose to access the network because they are part-time students or commuters. The goal is to reach 98% penetration rate of all City students by the end of year 5.
 - **Municipal Government:** 50% penetration rate that is reached within 36 months of market launch, with subsequent City acquisition going to 60% in year 4 and reaching 70% in year 5 for the targeted mobile workforce.

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- **Low-Income Households:** 15% penetration rate that is reached within 60 months of market launch, with subsequent customer acquisitions to reach 20% by year 6 and 25% by year 7. The City assumes there will be a number of low-income students and families that will take part in the Digital Inclusion programs planned as part of this initiative.

16.13 Potential Anchor Tenants

The potential anchor tenants who have expressed interest are:

- Cleveland Housing Network
- GCRTA
- Cuyahoga County

17 CITY EXPECTATIONS AND ASSUMPTIONS

Public/Private Partnership Expectations

The City expects the Provider to be responsible for certain items and the City will assume certain responsibilities in forming the public and private partnership. The list below represents the minimum expectations of the City to enter into a public/private partnership.

- **The private-sector wireless Provider will be expected:**

1. To explain the scope of the build out proposal and coverage area, without any capital outlay or cost to the City;
2. To describe the wireless technology to be used to build and manage the wireless mesh network;
3. To provide the name of the manufacturer and device type and dimensions to be used throughout the City to ensure compliance with City regulations and standards;
4. To procure, deploy, maintain, repair and upgrade all equipment;
5. To provide a fully engineered and robust wireless mesh network to service the entire populated areas of the City;
6. To own, build, operate, manage, support and maintain the wireless mesh network;
7. To pay for all City fees, permits and other assessments to attach devices to City electrical or traffic poles, buildings and towers;
8. To pay for electricCity usage at standard rates;
9. To be responsible for all "make ready" expenses;
10. To adhere to all local, state and federal regulations as required;
11. To provide free wireless services for designated City worker functions, buildings and public spaces as determined by the City for the duration of the agreement;
12. To explain Digital Divide or Digital Literacy programs the Provider already supports or is willing to support at the local level;
13. To describe a tiered pricing model for subscribers, and include a provision for low-income households to receive full premium support at a significantly reduced subscriber costs with no less than 1 Mbps (Up/down) service;
14. To provide free wireless services for the City's Digital Literacy program locations and CLIMB\CTCs to promote Digital Inclusion;
15. To include a Project Plan Timetable for deploying the network,
16. To provide a description of the resources to be used to deploy the network and resources used to operate and maintain the network;
17. To provide service availability performance targets, the equipment maintenance philosophy and policy for keeping the network current and operating to meet service level needs of the City;
18. To enter into a Service Level Agreement with the City to maintain appropriate performance;
19. To develop a detailed plan to set up and manage the host site, including an implementation timeline;
20. To allow for other wireless service providers to participate on the network through wholesale agreements;
21. To provide a "virtual community - walled garden" for free access by citizens, visitors or businesses for the duration of the agreement;

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22. To use City-certified Minority (MBE) and Female-owned (FBE) Business Enterprises during the deployment and for ongoing support and maintenance services by meeting or exceeding the City's guidelines for MBE (15%) and FBE (5%) participation;
23. To create, maintain and support a dedicated City Safety Network for the exclusive use of City workers and other City-designated entities, which may include other government entities participating in any Regional collaborations;
24. To establish a local team and work with the City's Program Management Office for the duration of the deployment;
25. To agree to implementation and ongoing strategic oversight by the City's IT Strategic Council, which is the IT Governance group, which consists of government and community leaders;
26. To engage in co-branding and co-marketing opportunities for the City and Cleveland Public Power Division which supplies electric services to our community;
27. To provide a comprehensive description of the customer support program available at each subscriber level and for free City services;
28. To outline provisions for a disaster recovery and business continuity plan for the Network as well as the level of disaster preparedness included in the system such as battery backup;
29. To enter into a Network Agreement of the City's choice for a term certain and options to renew as determined by both parties;
30. To provide all project management, program management, general management services, and local support team to ensure the highest levels of network management and support;
31. To work with the City to conduct a complete assessment to determine the current state of the City of Cleveland's assets for attaching devices;
32. To provide a solution for the City of Cleveland that will conform to the "best practices" and keep the City at the forefront of the industry;
33. To contact owners of non City-owned poles and buildings as needed for attachments;
34. To provide a summary analysis of department application needs based on a previous survey of functional requirements by City departments for current and planned functions;
35. The provider must comply with the City network strategy and be aligned with other City of Cleveland strategic information technology goals or priorities;
36. To provide comprehensive recommendations to address all facets of the City of Cleveland's information technology web infrastructure and related IT infrastructure;
37. To provide reports as required by the City for oversight, governance and auditing purposes on a quarterly or annual basis as determined by the City;
38. To assist with developing the economic impact of their deployed network for current and future analysis;
39. To provide the backhaul Internet connections for the network;
40. To provide all customer service, technical support, billing and other similar "back office" functions;
41. To provide system performance and use measurements and maintain nearly 99.999% uptime, as specified in a service level agreement negotiated as part of an agreement;
42. To develop and implement an aggressive and comprehensive Co-Marketing Plan, at a date certain after signing an agreement; to market, co-market and co-brand the Municipal Wireless Network to foster economic development in the City as a City of Choice; and

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43. To install, maintain, repair and remove provider's facilities using only qualified personnel and consistent with all applicable laws, rules and regulations.

The City will be expected:

1. To provide access to relevant available City-owned assets, i.e., utility poles, traffic poles, buildings, rooftops, radio towers, for attaching wireless equipment and other required devices;
2. To assist with accelerated processing of permits;
3. To assist with identifying potential anchor tenants, which may include the City, but those details would be discussed after an award has been made;
4. To assist with securing other non-profit organizations focused on Digital Inclusion initiatives, i.e., CLIMB (CLIMB (Computer Learning In My Backyard)/CTC Centers, and other in the community;
5. To enter into a network agreement for a term certain, with options to renew as determined by both parties;
6. To designate the City functions, buildings, public spaces to be included in the agreement for free wireless services;
7. To provide a Program and Project Managers to coordinate the deployment and ongoing programs to ensure a successful implementation and development to meet the City's goals;
8. To provide an inventory of the City's assets which may be necessary to successfully deploy the network;
9. To seek a partner to administer the low-income wireless connectivity program;
10. To assist with any required coordination with local resources to deploy any Digital Divide or Digital Literacy programs;
11. To provide government service delivery and operations expertise and community knowledge;
12. To assist with coordinating a low-income digital inclusion using community-based organizations in collaboration with third party community entities who will administer and manage the program; and
13. To lend assistance from the City's Office of Communication, and Cleveland Public Power (CPP) with any communications or marketing assistance for co-marketing, and co-branding activities.

17.1 Additional Assumptions

The following additional assumptions are provided to aid in responding to the City's RFP.

- **The City is seeking a proposal which provides for perimeter indoor coverage for all residential and commercial buildings within the corporate limits of the City.** The City is not contemplating the placement of indoor access points in order to provide coverage. The coverage requirement in the RFP is designed to "get coverage to" the perimeter rooms of buildings (using a WiFi bridge/CPE), but not to provide direct coverage throughout those perimeters.
- **The City will make the City assets available to other WiFi service providers, subsequent to the City's award and contracting, assuming the successful provider, successfully executes the project plan.** The City does not plan to enter into an exclusive arrangement with the winning proposal provider.

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- **The City will make available poles and other City owned assets for use by the successful provider for the attachment of devices, assuming devices meet the City's technical requirements and the pole or asset is suitable for such use.** Use of any City-owned light or traffic poles is subject to compliance with all pertinent City laws, regulations and standards and the winning provider's procurement of electricCity from the City-owned (Cleveland Public Power - CPP) or private electrical distribution company.
- **The City reserves the right to install other WiFi-enabled devices on the light and traffic poles.** Currently the City has red-light cameras mounted on some City poles. The City reserves the right to install WiFi devices or other devices on the light and traffic poles in the future for internal City use (e.g., cameras, sensors, monitors, etc.). In the event the City decides to install such equipment, it will coordinate with the chosen provider to avoid network interference or disruption of service.
- **The City will expedite the review process for granting attachments permits for City-owned poles and other assets.**
- **The provider will be expected to pay for electricCity usage on the light or traffic poles.** Electrical service to City poles is unmetered. Overall, electrical consumption is estimated based on the number and type of fixtures installed on the poles, using the City's standard tariff rates for consumption. ElectricCity drawn on the light poles will be billed to the Provider on a monthly basis as unmetered use. The City may assist the chosen provider in determining which local tariffs would apply.
- **The City's fiber network is not available for the purposes of this RFP.** The City will not provide access to – or arrange the use of – its fiber assets for backhaul of WiFi traffic to the successful provider Network Operations Center (NOC).
- **There is an interest in some government entities, i.e., Cleveland Municipal Court, GCRTA, and others becoming anchor tenants, but details would be worked out under certain agreed circumstances and only after the award.** Each branch of the City currently relies on various fixed and mobile, voice and data services from the private sector in order to run its operations. The City anticipates that it may be to the City's benefit to procure services over the network from the winning provider. However, such procurement may be accomplished using a fair and open competitive process, compliant with the City's procurement requirements.
- **The City will look for innovative ways from the provider to assist with building awareness and promoting the potential and capabilities of the Municipal Wireless Network.** The City has no interest in owning, operating or maintaining the network. However, it will participate in communicating and co-marketing the network for the duration of the agreement, pending satisfactory performance by the provider as agreed to.
- **All providers will be expected to sign the Non-Disclosure Confidentiality Agreement.** This agreement makes it possible for the City to provide more detailed information regarding City assets that are not public information for security purposes and in compliance with Homeland Security guidelines in a Post 9/11 world. The nondisclosure is a forward-looking precautionary document to cover the period from proposal submission through contract negotiation and award.
- **The City expects the network to provide for simultaneous usage by all intended parties while still maintaining minimum performance levels under an Service Level Agreement (SLA).** This network must support concurrent usage by City agencies, residences, businesses, institutions and visitors to the City.

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- **The municipal wireless network will provide a tiered pricing model with a core suite of applications.** The core suite should include email, newsgroup access, and malware (i.e., virus, spy ware, and spam protection) protection and any necessary connectivity software. This should be offered through a Fixed Broadband Service, which supports 802.11b/g devices at a “best effort” minimum of one (1) Mbps symmetric data transmission rate, a dynamic address and other core services to be included in the base offering. The City discourages the use of proprietary solutions wherever possible. The City also requests the minimum speed be at least 65 MPH.
- **The network will provide Nomadic Broadband Service.** This service must support 802.11b/g devices at a best effort minimum of one Mbps symmetric data transmission rate, a dynamic address and other core suite of ISP applications.
- **The City assumes any use of MBE/FBE subcontractors will be City-certified companies from the surrounding counties of the City.** Pursuant to the City of Cleveland’s MBE/FBE guidelines, organizations that are utilized to satisfy the City’s compliance goals must currently be certified as a recognized City of Cleveland MBE or FBE enterprise and a condition of that certification is that the organizations headquartered (or has a majority of their work staff that works and resides) within the county area around Cleveland.
- **The City seeks proposals that find new and innovative ways to engage disadvantaged companies to meet the MBE/FBE participation guidelines.** Even though the City will not be paying the selected provider money for any goods or services, the City will still ascertain the level of Minority and Women participation in the RFP proposal.
- **The Provider will be required to pay the City’s standard fees for pole attachment permits and other permits.**

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18 STRATEGIC REQUIREMENTS WORKSHEET

The City expects Respondents to submit a balanced design and installation plan that delivers service to various socio-economic neighborhoods in a manner that is fair and consistent. Wireless Internet access will be provided throughout the 77 square miles of developed land of the City. Solutions that provide access in only parts of the City that are more densely populated or commercially attractive, or that leave entire neighborhoods underserved will not be considered.

The following requirements outlined in this section assume WiFi as the technology of choice for customer access given the pervasive and low cost nature of WiFi devices and its free use of spectrum. However, the City is open to other wireless broadband open standards that may suit the large coverage areas of the City. Alternative proposals that otherwise meet the requirements below are welcomed.

In accordance with the City’s Municipal Wireless Network Strategy, the following **general strategic, financial and regulatory** requirements represent the minimum needs of the City. The RFP response should state whether the wireless provider can or cannot provide the requested capability or requirement by answering with one of the following responses:

- **Agree** – Provider fully understands and agrees to fully comply;
- **Agree With Exceptions** – Provider partially agrees, but with exceptions. Exceptions should be stated at the end of the worksheet.
- **Does Not Agree** – Provider does not agree and it is not negotiable.

The strategic requirements are organized by major categories. Incomplete worksheets may result in the disqualification of the entire proposal.

Table 18.1 – Municipal Wireless Broadband Internet Network Strategic, Financial and Regulatory Requirements Worksheet

City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions or Does Not Agree</u>)
Alignment With the City’s Strategic Priorities			
The network proposal is aligned with the City’s Wireless Network Strategy basic principles to provide universal, affordable wireless broadband internet access for all Clevelander’s, especially low-income and disadvantaged residents.	X		
The proposal provides for universal wireless service for both outdoor usage for outdoor municipal, commercial, residential and roaming; and ubiquitous indoor residential coverage at a minimum data rate of one to three megabytes per second.	X		
No individual City square mile, as defined by a master implementation map agreed to by both parties, may have less than the agreed upon	X		

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City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions</u> or <u>Does Not Agree</u>)
coverage levels.			
The proposal provides for a price-competitive tiered pricing strategy to address the needs of all stakeholder groups outlined in the Municipal Wireless Strategy i.e., City government, low-income households, small businesses, disadvantaged businesses, health, education, and other social non-profit community agencies, etc.)	X		
The proposed network allows subscribers to purchase services on a monthly, weekly and daily basis.	X		
The proposed network allows for payment methods for all residential services to include credit and debit cards. Other proposed methods for users who do not have the ability or do not wish to pay with credit or debit cards (e.g. pre-paid vouchers, etc.) are available.		X	
The proposed network includes the expected costs of any required CPE for each Coverage Requirement and Service defined above. Respondent shall state who will be responsible for CPE costs during the provisioning process and under what terms and conditions CPE discounts and/or subsidies may be provided for subscribers.	X		
The proposed network supports a wide variety of devices (e.g., personal computers, laptop computers, handheld devices, smart phones, etc.) as well as proprietary, standards-based and open source operating systems (e.g., Microsoft Windows, Apple Macintosh, Linux, etc.)	X		
The proposed network provides location-based services and local information (e.g., trailers of movies playing at a local theatre, train schedule near RTA stations, etc.) to users that explicitly opt-in.	X		
The proposed network will enable content providers to offer location-based services on an equal opportunity basis.	X		
The proposed network will be capable of supporting at least 25% of the City's population at typical over subscription rates and typical service mix. Assumptions and estimated for the capaCity proposed by the Respondent, oversubscription rates, and service penetration rates are described. CapaCity information includes the number of simultaneous users supported within a given area using a variety of services on the network. In particular, respondents should specify how the free level of service would not be negatively impacted by the delivery of paid services including VOIP.	X		
The proposed network will provide parental control filtering to manage access by minors to inappropriate material on the Internet. The respondent describes the types of controls used to restrict minors access to materials deemed harmful to minors.	X		
The proposed network will not interfere with the provision of broadband in existing public buildings, and spaces.	X		
The proposed network outlines offering of services, levels and speeds of technologies.	X		
The proposal outlines the provider's strategy or approach for using emerging technologies or early adoption of technology standards, e.g., WiMax.	X		

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City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions</u> or <u>Does Not Agree</u>)
The proposed network supports concurrent usage by the City's agencies, residents, businesses, institutions, other government agencies and visitors to the City.	X		
The network supports fixed, nomadic and portable usage by subscribers.	X		
The proposed network adheres to standards to provide ubiquity of user devices, standardization, low cost and ease of provisioning.	X		
The proposal will give the City a state-of-the-art wireless network with a plan to protect the Municipal Wireless Network from the effects of obsolescence.	X		
The network proposal protects the privacy of users, respects consumer choice, and fosters diversity of information and ideas.	X		
The provider will conduct an RF Assessment and provide a copy of the results of the assessment to the City to ensure high performance to validate coverage design.	X		
Improve City Services and Mobile Workforce Productivity Initiative			
The response demonstrates an understanding of the basic City network requirements to deliver cost-efficient and effective government services.	X		
The network provides free Wireless Access for at least 800 City workers (Safety, Public Services, Utilities, Cleveland Public Power, Building & Housing, Public Health, Parks, Recreation & Properties, IT)	X		
The network provides for City Building Connectivity At Significantly Reduced Rates	X		
The provider will have a Free Dedicated and Secure Public Safety Network for City Use only and for other City-authorized Users. (Please state what spectrum will be used.)	X		
The provider will offer Free Wireless Connectivity for All City Recreation Centers	X		
The provider's proposal will offer a special rate for other affiliated government entities, workers, and buildings, not on the free services list, to connect at a favorable rate to be negotiated after the award.		X	
The provider will provide a dedicated network server, to be made available for collaborative application testing and development by community users in conjunction with the Community Applications Model to be administered for "early adoption" applications to access City services by citizens.		X	
The provider's proposal recognizes the significance of life safety of the capability to provide location information for 911 calls. The provider will commit that any VOIP service offered over the network will implement a strategy that recognizes the importance of this information and the need to make it available.	X		
The provider's proposal has the ability to make grants, available through a foundation organization or other affiliated organization, in support of the future City or Community IT investments and programs.		X	

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City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions</u> or <u>Does Not Agree</u>)
Close the Digital Divide and Increase Digital Literacy Inclusion Initiatives			
The provider's proposal will ensure <u>net neutrality</u> , which is defined as not limiting bandwidth, limiting content or otherwise implementing any limitation on use or access to bandwidth in order to create or provide any competitive advantage to the provider or any wholesaler, application or network lawfully accessing or utilizing the Network with the exception of any harmful or malicious traffic, except for the purpose of maximizing the speed and efficiency of the Network and for the purpose of providing the highest standard of services to the largest number of network users (customers) on the Network.	X		
The provider proposes specific wholesale rates for each required service and those optional services for which the provider has the ability and interest to provide.	X		
The network proposal provides for all rates, terms and conditions for Service Providers not affiliated with the selected Respondent to be as favorable as those provided to any Service Provider affiliated with the selected Respondent.	X		
The provider proposes estimated rates for any retail services to be marketed to the public.	X		
The provider proposes a special discounted rate for all government services offered, all government entities and all other affiliated government entities	X		
The provider's proposal offers a free or low-cost Digital Inclusion Product with a symmetric throughput of at least one (1) Mbps with an affordable price mutually agreed upon with the City for the provider's subscribers only.	X		
The Provider shall make CPE available to "qualified" Digital Inclusion Product Subscribers and costs of CPE will be the responsibility of the City, Subscriber or Third Party.	X		
The Provider offers a Low-Cost "Full Access Service" Subscriber Package for At Least 12,000 Low-Income Households per month, with a symmetric throughput of at least one (1) Mbps of full access service and support, for unlimited usage.	X		
The Provider will deploy Free Wireless Connectivity for All Selected Parks (Approximately 65 parks or up to two square miles of park area to be selected by the City)	X		
The Provider will deploy Free Wireless Connectivity for All CLIMB\CTCs.	X		
The Provider will assist with designing and supporting an in-home computer ownership program for adults enrolled in the CLIMB Digital Literacy programs to underwrite.		X	
Non Discrimination			
The provider will adhere to the Federal Communications Commission's (FCC) policy position outlining four principles to encourage broadband deployment and preserve and promote the open and interconnected nature of public Internet, which include:	X		

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City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions</u> or <u>Does Not Agree</u>)
<ul style="list-style-type: none"> • Consumers are entitled to access the lawful Internet content of their choice; • Consumers are entitled to run applications and services of their choice, subject to the needs of law enforcement; • Consumers are entitled to connect their choice of legal devices that do not harm the network; and • Consumers are entitled to competition among network providers, application and service providers, and content providers. 			
Foster Economic Development Initiative			
The selected Respondent, and any Service Provider affiliated with the selected Respondent, may also provide retail-branded services over the Network.		X	
The proposal provides for a “virtual Community - Walled Garden” Community Portal Capability for Citizens, Businesses and Visitors to Promote the City, Highlight City resources and provide access services for subscribers and non-subscribers. This will be a free level service and, in addition, offer open Internet limited free service with 1 Mg broadband access in defined public locations (Parks, Malls).	X		
The provider will offers a free “Virtual Community - Walled Garden” capability for the two airport locations and major sports venues, which are City-owned facilities.	X		
The proposal allows for Other Internet Service Providers (ISPs) or other entities to Participate on the Network through either wholesale or resells arrangements with the Provider.	X		
The proposal allows for an “Open Access” Business Model	X		
The proposal promotes the open and interconnected nature of the public internet and the <u>neutral and non-discriminatory treatment of consumers</u> with open choice of applications and contents, legal device connections and competition among broadband providers, applications, service providers, and content providers.	X		
The provider will publish and adhere to a privacy policy for free service subscribers on the network that complies with applicable laws	X		
The provider includes a product specifically focused and priced for small business and disadvantaged businesses to foster economic growth with at least one (1) Mbps of symmetric throughput.	X		
The provider includes a product for the Occasional User (visitors, tourists) which is <u>competitively priced to foster economic development</u>	X		
The proposed network has the potential to stimulate private investment and competition for all broadband services	X		
The provider will develop up to 100 Community Login sites and associated templates for the City neighborhoods that will allow access to selected government sites, community service sites, CLIMB/CTCs, neighborhood associations, local event calendars, as well as offer a platform for localized advertising. The login sites will include multi-lingual functionality. The provider will provide tools and processes as		X	

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City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions</u> or <u>Does Not Agree</u>)
well as technical support for developing and implementing community content.			
The proposal will enable the City to lay a foundation for wireless access to commuters on local modes of transportation, in partnership with our Greater Cleveland Rapid Transit Authority (GCRTA)	X		
The provider will consider offering special rates for government workers, all affiliated City buildings, first responders, other government entities that share networks with the City, i.e., GCRTA, Cuyahoga County, State of Ohio's Oarnet Broadband Network, if it becomes available to Cities and other government entities participating in collaborative regional initiatives to foster economic development, and community broadband collaborations.	X		
Wireless Network Investment Requirements			
There is no requirement for the City to provide any <u>Capital</u> outlay or use any tax dollars for the design, deployment, management, support, maintenance, repair or upgrade of the network.	X		
The Provider will pay for all Build Out, Make-Ready and Deployment Capital Expenses	X		
The Provider will pay for all ongoing <u>Operating</u> Expenses for Maintenance, Support, Repair and Upgrades	X		
The Provider will Pay for All City-required Permits, Fees and Other Expenses as required by the City	X		
The Term of Agreement is at least 10 Years, with options to renew to be negotiated by the two parties	X		
The Provider to Provide annual grant to support Digital Literacy Instruction and programming for Climb Centers	X		
The provider will assist with measuring and determining community economic impact of offering Citywide broadband, and will provide information to enable the City to measure such impact	X		
The proposed network will reduce the City's existing or avoid future telecommunications costs with a cost/benefit analysis included in the response.	X		
The Provider will not do any Redlining of network services to any area or location in the City by any means, except where power infrastructure and hanging assets are not available.	X		
The provider estimates the percentage of the initial Network capital cost that will be invested in upgrades during the contract term and will describe the technology migration path for any planned upgrades.	X		
Other Legal and Regulatory Requirements			
The Provider will comply with all Local, State and Federal Regulatory Requirements and City Ordinances including the Living Wage Ordinance as part of the contract.	X		
The Provider agrees to service level performance standards through the joint development of a Service Level Agreement (SLA) for City services.	X		
The provider is willing to provide a maintenance or performance bond	X		

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City of Cleveland Municipal Wireless Network Requirements and Capabilities By <u>Strategic, Financial and Regulatory</u> Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions</u> or <u>Does Not Agree</u>)
as required by City specifications for any operational delays or failures. The bond must be provided within fifteen (15) business days after notification of the award, or as otherwise required by the City. The City will entertain other options to protect the City's interest and accomplish the same result.]			
The provider will show evidence and assurances of credit worthiness and ability to pay to meet the City's requirements, which may include a payment, performance or maintenance bond in the amounts and on the conditions required, within a certain period after notification of award, or as otherwise required by the City. Terms to be negotiated after award.	X		
The Provider will agree to liquidated damages for build out, deployment failures or delays	X		
Deployment			
The Provider is able to deploy network within 12 months or sooner for all Locations, Parks and Selected Public Spaces	X		
The Provider will be responsible for all "make ready" deployment and planning costs	X		
The provider will have a dedicated team on-site for program management and deployment to ensure a close communications link with the City and other participants.	X		
Marketing Plan			
The network proposal proposes the development of a marketing plan	X		
The proposal describes how the marketing will encompass small, medium and large businesses throughout the City; non-profit organizations and institutions; residents; and other telecommunications carriers (as wholesale customers) all on a fair, reasonable and nondiscriminatory basis.		X	

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19 TECHNICAL NETWORK REQUIREMENTS WORKSHEET

In accordance with the City’s Municipal Wireless Network Strategy, the following **technical network and equipment** requirements represent the minimum needs of the City. The RFP response should state whether the wireless provider can or cannot provide the requested capability or requirement by answering with one of the following responses:

- **Agree** – Provider fully understands and agrees to fully comply;
- **Agree With Exceptions** – Provider partially agrees, but with exceptions. Exceptions should be stated at the end of the worksheet.
- **Does Not Agree** – Provider does not agree and it is not negotiable.

The strategic requirements are organized by major categories. Incomplete worksheets may result in the disqualification of the entire proposal.

Table 19.1 – Municipal Wireless Mesh Technical Network and Equipment Requirements

City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree</u>, <u>Agree With Exceptions</u>, <u>Does Not Agree</u>)
Coverage:			
The proposal provides for wireless access throughout the City from desktop PCs, laptops, handheld devices, mobile phones and other manned or unmanned devices equipped with a minimum of an IEEE 802.11 b/g (“WiFi”) interface	X		
The proposal has an aggressive geographic expansion for the WiFi and Backhaul layers.		X	
The network can provide graduate growth via a phased build-out approach if required		X	
The network gives full support for all WiFi-enabled devices in all outdoor areas	X		
The proposal will deploy a fixed wireless offering throughout the City using industry standards-based platforms and support for all required stakeholders	X		
The proposal outlines the frequencies to be used for retail consumers.		X	
The proposal outlines the frequencies to be used for retail businesses.		X	
Outdoor Coverage			
The wireless network must be a Citywide deployment covering approximately 77 square miles in populated, developed, parks and designated public spaces	X		
Outdoor coverage will be provided for a minimum of 95% of all developed areas of the City. [An area is considered covered under this requirement if a laptop, handheld or other personal computing device – equipped with a minimum of a built-in 802.11 b/g (WiFi) interface – can access the network at the provisioned service level with no additional hardware required beyond the device’s standard wireless	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
interface. In Addition, the Network's signal level should be at or above -65 dBm as measured with a) dBi antenna.]			
The network must provide free wireless Internet access with WiFi connectivity for at least 95% in-street (outdoor) coverage for all WiFi-enabled devices with no additional hardware required beyond the device's standard wireless interface. This includes all of the City's populated and designated spaces for the Virtual Community - Walled Garden capability.	X		
The network will provide for 95% outdoor coverage per a Service Level Agreement with no prejudice to demographic area	X		
Indoor Coverage			
The proposal provides for 95% in-building (indoor) coverage for residences and businesses throughout the City per a Service Level Agreement including high-rise and multi-family locations may be provisioned using best technical means. [A residence or business is assumed covered under this requirement if a single, first or second-floor room-, which is adjacent to an exterior, wall in the residence or business – can access the Network at the stated best-effort service levels. Should additional CPE be required or assumed in order to deliver this in-building coverage, the Provider has stated this in the response. The respondent should describe how this coverage could be expanded within the resident or business through a wireless bridge or other mechanism.]	X		
The network will provide access above the 2 nd floor of buildings or the provider will elaborate on how they propose to address this requirement.		X	
The proposal provides for indoor free coverage for City Hall		X	
WiFi Tier			
The network is standards-based, and WiFi Certified	X		
The network supports multiple WiFi Certified Devices	X		
The network will include a wireless Access Tier that supports connectivity from WiFi enabled 802.11 b/g devices throughout the City with possible migration to 802.11n in the future.	X		
The network uses industry standards-based technology for Backhaul Services to meet or exceeds the City's performance requirements	X		
The network Bandwidth is at least 1 Mbps in all covered areas	X		
The network is designed for at least a 99% Uptime (Availability)	X		
The network can be expanded in a phased approach	X		
Quality of Service (QoS) in WiFi Tier			
The proposed network allows support for a seamless connectivity by "in-motion" WiFi subscribers/devices throughout the City with speeds up to 65 mph.	X		
The proposed Network provides rules of management of different traffic types	X		
The proposed Network provides for packets prioritization to handle	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
public safety traffic or other City “first responder” emergencies requiring the City have top priority over all other traffic			
The proposed Network provides for Dynamic Bandwidth Allocation	X		
Network Backhaul Capabilities			
The proposed Network is standards-based and supports industry standards and specifications.	X		
The network Provides for fixed wireless offerings to meet the City’s strategic and performance requirements	X		
The proposed network proposal has support for a mixed wireless and wired backhaul solution to aggregate WiFi network traffic back to an Internet Point of Presence (“POP”) for the most appropriate reliable and cost-effective solution for the City.	X		
The proposed Bandwidth provides for multiple service levels	X		
The proposed network may include a fixed wireless point-to-multipoint solution such as a Backhaul Tier for aggregating WiFi traffic from the Access Tier. Other technologies (wired or wireless) may be proposed for this Backhaul Tier if the providers demonstrate they are more suitable and/or cost effective.		X	
The proposed network may include a fixed wireless point-to-point solution, potentially using licensed or leased spectrum, as a Distribution Tier for aggregating traffic from the Backhaul Tier back to an Internet PoP. Optical fiber may be used as an alternative to wireless technology for this Distribution Tier if it is demonstrated to be more suitable and/or cost-effective.		X	
The proposed network will be aggregated back to a high-speed Internet backbone service at a PoP, which will support layer-three network transit for registered Service Providers. Provisions will be made for redundancy throughout the solution.	X		
The proposed network provides at least a 99.9% availability for anchor tenants	X		
The proposed network allow for the aggregation to a POP without single points of failure	X		
The proposed network Equipment is upgradeable to certified standards in the industry. [The provider should explain plans to use emerging technologies, i.e., WiMax, etc.?]	X		
The proposed network has support within any proposed wireless backhaul solution to also provide advanced subscriber services beyond the level (s) of service available through the WiFi tier of the Network.	X		
Network Bandwidth, Performance and Service Levels			
The proposal provides for support throughout the City for “best-effort” service over the WiFi network, with an minimum of symmetric throughput of 1 Mbps.	X		
The proposed network will provide Premium Service via booster and/or other industry standards-based services	X		
The proposed network will enhance service via WiFi Signal Booster	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
(CPE)			
Bandwidth and Service Level Agreements (SLAs)			
The proposed Network supports multiple SLAs depending on customer type	X		
The proposed Network supports fixed wireless for business, government and social institutions with multiple service levels	X		
The proposed Network provides for fixed wireless for residential users with multiple service levels	X		
The proposed Network provides mobile users with at least 1 Mbps connections in all subscription categories	X		
The proposed Network provides for free access for designated users as determined and approved by the City or its affiliate agencies	X		
Network Architecture and Design Services			
The proposed Network design provides for 100% redundancy of Access Nodes	X		
The proposed network design must allow at least 50% or greater expansion to meet capaCity growth	X		
The proposed network provides for an ubiquitous Wireless Local Area Network (LAN) Connectivity	X		
The proposed network design must allow the user to easily connect wirelessly within the network to applications and services from any location, at any time, on any standard WiFi-enabled device.	X		
The proposal contains an "As Built" plan and shows evidence of the respondent's ability to provide a final "as built plan".	X		
The proposal describes the design and recommendations for how far access points will be located within a square mile.	X		
The proposal describes the typical range for one access point based on the proposed equipment type.	X		
The proposed network infrastructure supports Simple Networking Management Protocol (SNMP) Version 2.0 and higher.	X		
The proposed network will be capable of supporting TCP/IP Network protocols including but not limited to Internet Protocol Version 6 (IPv6); VPN tunneling; VoIP; and Quality of Service with WiFi Multimedia (WMM).	X		
Multiple Device Support for Both Connectivity and Application Access and Usage			
The proposed network must be able to support laptops, PDAs, Tablet PCs, or any other WiFi enabled devices.	X		
Support for Industry Standards			
Wherever possible, the proposed network supports industry standards to ensure interoperability with different Provider equipment.	X		
"Open Access" Service Is A Major Commitment In the Proposal to include the following provisions:	X		
Network is available for Fair and Equal Access	X		
Network is Open to Multiple Service Providers	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
The network has No Blocking of Content or Ports for Non-City Services	X		
The Provider provides Wholesale or Resell Access for Service Providers and Content Providers	X		
The provider fosters Innovative Usage by Other Providers		X	
Customer support is Offered to Other Service Providers' Customers as agreed to by the parties		X	
No client software that is specific to the Network Operator or Service Provider (s) shall be required on PCs, laptops, or other mobile devices in order to use the Network	X		
Reliability and Redundancy			
<u>Fault Tolerance:</u> The proposed network design has fault tolerant mechanisms to mitigate and/or eliminate single points of failure for all key components of the System to ensure high reliability.	X		
The proposal states the committed reliability levels for each tier of the Network.	X		
<u>Uptime:</u> The proposed Network has guaranteed availability of at least 99.9% for the Access Tier, 99.999% for the Backhaul Tier and at least 95% for the Distribution Tier and PoP.		X	
The proposed network provides for emergency power backup for Backhaul Tier equipment for at least 8 hours. [The response should explain provisions for backup or fail over operations if other options are proposed.]		X	
The proposed network provides emergency power backup for the Backhaul Tier equipment for at least either (8) hours. [Other options if proposed should be explained.]		X	
The proposed network provides Point of Presence (PoP) backup, and multiple peering points	X		
The proposed network has redundant paths	X		
The proposed network is self-healing	X		
The proposed network has RF interference detection and reconfiguration capabilities	X		
The proposed network design has no single points of failure	X		
The proposed network has Failover and redundancy mechanisms, which are included to ensure high availability of the infrastructure.	X		
The proposed network has the ability to reroute network traffic from a component failure to allow for continuous network accessibility	X		
Centralized Network Management			
The provider has tools available for efficient management of the infrastructure to ensure critical maintenance can be performed quickly with minimal disruption to the City and the Community.	X		
Roaming			
The proposed network supports for full Internet Protocol (IP) mobility, including the ability for users to seamlessly roam between wireless nodes and IP subnets without losing connectivity.	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
The proposed network provide for persistent sessions	X		
The proposed network provides for continuous connectivity	X		
The proposed network supports portability and mobility with speeds at least 65 mph	X		
The proposal provides for free roaming in the provider's other networks		X	
The proposed network will support unilateral, inbound roaming relationships whereby subscribers to other WiFi roaming services may gain access to the Network.	X		
The proposed network will support unilateral, outbound roaming relationships whereby subscribers to the Network may gain access to other fee-based WiFi roaming services.			
Quality-of-Service (QoS)			
The proposed network supports latency-sensitive applications such as Voice-over-IP (VoIP) and streaming media	X		
The proposed network has the ability to dynamically allocate bandwidth based on priority	X		
Security and Segmentation			
The proposed network supports multi-layered security protocols and methods	X		
The proposed network requires all users irrespective of service type will be authenticated, which may include a login name and/or password to sign in to the network.	X		
The proposed network supports mechanisms to prevent or mitigate the risk of hackers, spammers, denial of service and other forms of malicious attacks on or through the Network.	X		
The proposed network provides support for Media Access Control (MAC) address filtering.	X		
The proposed network supports Wired Equivalent Privacy (WEP) encryption, including, 64, 128, and 196 bit keys	X		
The proposed network provides support for Temporal Key Integrity Protocol (TKIP) encryption.	X		
The proposed network provides Advanced Encryption Standard (AES).	X		
The proposed network provides WiFi Protected Access (WPA) and (WPA2) and 802.11i.	X		
The proposed network provides support for 802.1x authentication using Extensible Authentication Protocol (EAP) and Remote Authentication Dial-In User Service (RADIUS).	X		
The proposed network supports suppression of Extended Service Set Identifier (ESSID) broadcasts.	X		
The proposed network supports multiple ESSIDs and the ability to map ESSIDs individually to Virtual LANs (VLANs)	X		
The proposed network support for filtering of traffic based on Internet Protocol (IP) addresses, subnets and Transmission Control Protocol (TCP) ports.	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
The proposed network support for VPN tunneling using Internet Protocol Security (IPSec). This VPN support must support true end-to-end encryption, regardless of the point in the Network users elect to initiate their session.	X		
The proposed network support encryption of all control and Network management traffic.	X		
The proposed network supports physical security for all critical Network equipment components via secured facilities.	X		
The proposed network provides robust but friendly security must be transparent to the user and woven throughout the infrastructure to ensure confidentiality and integrity of all data passing over the network	X		
The proposed network uses state-of-the-art, multi-layer security standards based on VLANs and SSIDs	X		
The proposed network has optional virus, spam, popup and other protective services provided	X		
The proposed network has optional content filtering and parental control	X		
The proposed network has support for the logical segmentation of the Network to support different “domains” of users, e.g., secure access for City personnel, secure and/or open access for public users, residential users, business users, and visitors.)	X		
The proposed network has the ability to define and manage different profiles for authentication, encryption and other service characteristics based on the requirements of each user domain.	X		
The proposed network has the ability to detect rogue access points on the network	X		
Privacy			
The respondent proposes to supply a full disclosure of their privacy policy, which will adhere to all laws, including, without limitation, all federal and state laws, and will be communicated to all users on the Network and will require users’ explicit acceptance before any service is provisioned.	X		
The respondent proposes that users be required to explicitly opt-in to any service that tracks information about the user’s physical location.	X		
The respondent will submit a full disclosure of all privacy and retention policies pertaining to location based services.	X		
Authentication, Authorization, Accounting			
The proposed network allows for Unencrypted transmission to the WiFi public, but encourages users to use SSL, VPN, and personal firewalls for their protection		X	
The proposed network provides support for at least AES 128-bit encryption for the backhaul layer	X		
The proposed Network supports multiple VLANs and SSIDs	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
The proposed Network support security standards under 802.11i	X		
The proposed Network provides support against Denial of Service (DOS) attacks, viruses, and other threats	X		
The proposed Network allows for multiple Non-Broadcast (Hidden) SSID (s)	X		
The proposed Network provides Client-to-Client Isolation (a.k.a. pseudo VLANs)	X		
The proposed network provides for WiFi Protected Access (WPA) and WPA2 (IEEE 802.11i)	X		
The proposed network provides for user-defined traffic filters	X		
The proposed network has support for Service Set Identified (SSID) and virtual LAN (VLAN) mapping for network segmentation based on user roles	X		
The proposed network provides for MAC address control lists (ACLs)	X		
The network provides for Layer 3 Virtual Private Network (VPN) compatibility	X		
The proposed network provides for advanced encryption standard (AES) protection of wireless routing between nodes in the mesh network	X		
The proposed network provides for IP Security (IPSec) as a standard to create VPNs based on IPSec	X		
The proposed network provides for Secure Socket Layer (SSL) VPNs	X		
Authentication, Authorization and Accounting	X		
The proposed Network provides Authentication of mobile users at ingress points (WiFi) using a RADIUS standard system	X		
The proposed Network provides Authentication/Authorization of transient users	X		
The proposed Network provides Authorization to use or block resources depending on credentials and/or location	X		
The proposed Network provides for Accounting information for billing and utilization purposes	X		
The proposed network has Authentication of wireless broadband to the CPEs	X		
The proposed Network provides for management access to all devices on the network	X		
Scalability/Expandability/CapaCity			
The proposed network is scalable to support additional users, capaCity, and functions throughout the life of the Network	X		
The proposed network will be easily scaled and upgraded in a modular fashion to support additional subscribers, new applications and new requirements, inn order to meet evolving user demands.	X		
The proposed network must be able to arbitrarily grow without affecting required performance levels.	X		
The network has the ability to scale for geographical and user base growth	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
The network provides for multiple peering points	X		
The network provides the easy capaCity expansion	X		
Segmentation of Network Names (SSID)			
The network provides support for multiple SSIDs	X		
The network provides for restriction of access to SSID-1 in Emergency Situations	X		
Equipment and Devices			
The proposed network will use state of the art equipment, which may include advanced antenna systems and mesh technologies. The proposal elaborates on these advancements and their reliability.	X		
The proposed network provides that all network equipment will comply with all relevant electrical, environmental and safety standards and all applicable local ordinances.	X		
The proposed equipment is commercial grade	X		
The proposed equipment is non-Intrusive	X		
The proposed equipment is aesthetically acceptable and meets CPP pole requirements	X		
The provides has several alternatives for mounting equipment	X		
The proposed network complies with IP56/NEMA4 dust and water ingress ratings for all outdoor-mounted equipment	X		
The proposed network equipment supports ambient temperature ranged of -30 C to + 50 C for all outdoor-mounted equipment	X		
The proposed network equipment will withstand wind loads consistent with any codes and/or regulations that may exist within the City, with no impact to the operation of the System	X		
The proposed network has protection against power surges, including from lightning, for all electrical and network connections	X		
The proposed network complies with zoning, co-site interference, historical districts, FCC regulations and all other restrictions or regulations that apply	X		
The proposed network meets all environmental conditions as required for site equipment and provides documentation how the respondent will ensure that such conditions are satisfied	X		
The proposal provides for all site development, civil engineering and equipment installation requirements	X		
The proposal describes the typical power requirements for both indoor and outdoor equipment and how ranges of affectivity may influence overall performance issues	X		
Network Upgrades and Radio Frequency (RF) Interference			
The network proposal states the network will be upgraded over time to be "future proof" for the next 10 years. [It is anticipated that users will require approximately 100 times more broadband bandwidth than current practices in the next 10 years.]	X		
The proposal describes how the network will interact with existing WLAN users.	X		

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City of Cleveland Municipal Wireless Network <u>Technical Network</u> and Equipment Requirements Worksheet			
Requirement	Required	Optional	Provider Response (<u>Agree</u>, <u>Agree With Exceptions</u>, <u>Does Not Agree</u>)
The network proposal describes how the respondent will coordinate unlicensed spectrum usage and minimize RF interference with members of the community including other wireless internet service providers.	X		
Disaster Recovery			
The proposed network will support contingency mechanisms to ensure operation during a natural or other disaster.	X		

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20 CUSTOMER SUPPORT REQUIREMENTS WORKSHEET

The City requires the Provider show a history of providing excellent customer service and has an infrastructure to meet the City's service expectations. The successful provider is expected to show a history of providing excellent customer services and support by:

- Providing a 24x7x365 Customer Call Center for all users for free, low-cost and full paying subscribers;
- Maintaining a local support team to operate and maintain the network with responsive service;
- Demonstrating a "best practice" provision for disaster recovery and business continuity for City services, with alternate failover networks, if required'
- Demonstrating robust security capabilities to ensure the shared network is secured for City services and separated from other users based on the City's security requirements and in compliance with Homeland Security regulations;
- Providing rapid, responsive and knowledgeable customer support
- Providing secure access using state-of-the-art encryption when required

The City appreciates the size and scope of managing such infrastructure. The Respondent should explain the tools and processes employed including but not limited to management software and alert functions. Network Operations Center locations and monitoring processes, and available real time and historical reporting to the City.

The following are services (required or optional as indicated) that the City believes are in the best interest of the City's residents and businesses. The City requests that all Respondents describe their ability and interest to provide these services. Respondents may also propose additional services.

In accordance with the City's Municipal Wireless Network Strategy, the following **customer service and operations** requirements represent the minimum needs of the City. The RFP response should state whether the wireless provider can or cannot provide the requested capability or requirement by answering with one of the following responses:

- **Agree** – Provider fully understands and agrees to fully comply;
- **Agree With Exceptions** – Provider partially agrees, but with exceptions. Exceptions should be stated at the end of the worksheet.
- **Does Not Agree** – Provider does not agree and it is not negotiable.

The strategic requirements are organized by major categories. Incomplete worksheets may result in the disqualification of the entire proposal.

The Provider's user support operations must meet the minimum requirements listed in the table below.

Table 20:2 – Municipal Wireless Operations, Customer Service and Network Support Requirements

**City of Cleveland Municipal Wireless Operations, Customer Service and Network Support
Requirements Worksheet**

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Requirement	Required	Optional	Provider Response (Agree, Agree With Exceptions, Does Not Agree)
Network Monitoring and Management			
The network provides for continuous, centralized management and monitoring of the network	X		
The proposed network will be monitored and supported 24 hours a day, 7 days a week continuously.	X		
The provider has tools to monitor the health of the system in real time.	X		
The provider has the ability to log and provide performance reports to the City	X		
The provider has alarm and error management capabilities	X		
The provider uses RF management and has RF Interference Detection tools	X		
The provider has an asset management program, which on an ad hoc basis can provide the full inventory of attached equipment, location, life, maintenance history of devices as requested.	X		
The provider must have prior experience operating a Network Operations Center (NOC)	X		
The provider should demonstrate their security management approach in a holistic way	X		
Availability and Customer Support	X		
Subscribers of Digital Inclusion Products have the same level of support as Full (Premium) Service Subscribers	X		
Support is provided 24x7x365	X		
Toll Free Number for Support	X		
Provisioning and Customer Service			
The proposed network will provide a level of free service throughout the City. This free service may be unlimited or may be constrained by factors such as data volume, application, and/or other criteria as agreed to by the City.	X		
The free services proposed above supports 802.11 b/g devices and the City prefers a best-effort minimum 1 Mbps symmetric data transmission rate per user, a dynamic IP address and other Core ISP Services	X		
The proposed network will provide a Basic Data Broadband service without advertising. This service must support 802.11 b/g devices at a best effort minimum 1 Mbps symmetric data transmission rate per user that provides unlimited usage, no port block, QoS, a dynamic IP address and other Core ISP Services.	X		
The proposed network will provide a multimedia broadband service without advertising, supporting 802.11 b/g devices at a best-effort minimum 3 Mbps downlink and 1 Mbps uplink data transmission rate per user that provides unlimited usage, no port blocking, QoS, a dynamic IP address and other Core ISP Services	X		
The proposed network provides a Portable Broadband service. This service should support 802.11 b/g devices at a best effort minimum 1 Mbps symmetric data transmission rate per user that provides unlimited usage, no port blocking, QoS, a dynamic IP address and other Core ISP Services. Session-level connectivity should be maintained for in motion subscribers at a minimum speed of 45 MPH and higher speed mobility in the future (65 MPH and greater)		X	
The proposed network will provide a Commuter Broadband service for public transit, supporting passengers with 802.11 b/g devices at a best-		X	

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City of Cleveland Municipal Wireless <u>Operations, Customer Service and Network Support</u> Requirements Worksheet			
Requirement	Required	Optional	Provider Response (Agree, Agree With Exceptions, Does Not Agree)
effort minimum 1 Mbps symmetric data transmission rate per user that provides unlimited usage, no port blocking, QoS, a dynamic IP address and other Core ISP Services.			
The proposed network will provide an outdoor and indoor, in home service with CPE for students in educational initiatives such as CLIMB, as well as continuing education or replacement of the dial up library service offered by the Cleveland Library System. This service supports 802.11 b/g devices at a best effort minimum 1 MBPS symmetric data transmission rate per user that provides unlimited usage, no port blocking, QoS, dynamic IP address and other Core ISP Services. Indoor, Perimeter Room coverage may be achieved by using a WiFi interface built into a user's device, a signal amplifier, a high-gain antenna and/or a dedicated WiFi bridge or other type of CPE.		X	
The proposed network will provide a VOIP service with toll quality voice.		X	
The proposed network can manage a Mean Opinion Score (MOS) of 3.6 or better		X	
The proposed network can manage a roaming delay less than 50 ms and a maximum one way end-to-end delay of 150 ms		X	
The proposed network states how many calls can each access point support		X	
The proposed network describes how to manage call volunteer to ensure service does not degrade for existing calls		X	
The proposed network has UMA (Unlicensed Mobile Access) supported or other similar means		X	
The proposed network requires bi-directional roaming	X		
The proposed network enables self-service usages for WiFi Users	X		
The provider provides customer service for critical issues with 24x7x365,	X		
The proposed network provides for web-enabled customer self-service and call center support	X		
Service Level, Performance and Bandwidth			
The proposed network will provide Level 1 Customer Service for all registered Service Providers (including the selected Respondent if they are also providing retail services).	X		
The provider will provide Level 1 Support for subscribers to include phone, web, email and instant messaging support options.	X		
The proposal describes the hours of support and the type of support for the free tier of service.	X		
The proposed Level 3 Customer Service and Support will be provided for all registered Service Providers.	X		
The proposed Level 3 support will be provided 24 hours a day, 7 days a week.	X		
The proposed Level 3 support must provide Service Providers with phone and email support options.	X		
The provider will offer Premium Service via booster	X		
Enhances Service via WiFi Signal Booster	X		

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City of Cleveland Municipal Wireless <u>Operations, Customer Service and Network Support</u> Requirements Worksheet			
Requirement	Required	Optional	Provider Response (Agree, Agree With Exceptions, Does Not Agree)
Implementation must be achieved within 12 months or sooner for All City-owned Assets and Locations	X		
Bandwidth is at least 1 Mbps for all user subscription categories	X		
The respondent will provide measurable performance criteria for both coverage and equipment that will be agreed upon by the respondent and the City.	X		
The provider agrees to liquidate damages for service outages in excess of two hours unless the cause of the outages is outside of the provider's control or equipment.	X		
Network Operations Center (NOC) and Point of Presence (PoP)			
The network is based and supported in the Cleveland Metropolitan area	X		
The network provides a backup source of energy to last at least 8 hours	X		
The NOC must utilize "best in class" redundancy	X		
The network provides for multiple peering points for the PoP	X		
Operations, Maintenance and Support			
The proposal details the provider's customer support structure	X		
The proposal details the equipment and equipment specifications to be included in the inventory to be deployed throughout the City	X		
The proposal details the warranty of the proposed equipment	X		
The proposal details the provisioning process and how to handle provisioning requests	X		
The proposal details how system failures will be handled and escalated	X		
Deployment and Installation Services			
The proposal describes the team assigned to the project, with profiles of qualifications	X		
The proposal identifies who will be the dedicated project manager to the City deployment	X		
Warranty, Maintenance and Upgrade Services			
The proposal details the warranty and maintenance philosophy	X		
The proposal describes the philosophy and process of performing system upgrades philosophy	X		
The provider will complete a technical refresh of the network no later than every five years and will continually update the network as software, hardware, and support services are made available.	X		
The proposal outlines the warranty time for CPE equipment	X		
The proposal lists the cost, plus fulfillment charges, for CP equipment	X		
Program and Project Management Services			
The proposal provides a dedicated (full-time) Program Manager/Project Manager based in Cleveland	X		
The proposal details the local support team to provide deployment, support, and repair and upgrade services.	X		
Other Local, State or Federal Regulatory Requirements			
Provider must be in compliance with all Local, State and Federal Regulatory Requirements	X		
The proposal includes hours of maintenance	X		

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City of Cleveland Municipal Wireless <u>Operations, Customer Service and Network Support</u> Requirements Worksheet			
Requirement	Required	Optional	Provider Response (Agree, Agree With Exceptions, Does Not Agree)
The proposed network allows for remote software updates	X		

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21 PLANNED GOVERNMENT & COMMUNITY APPLICATIONS WORKSHEET

In accordance with the City's Municipal Wireless Network Strategy, the following **government and applications** requirements represent the minimum needs of the City. The RFP response should state whether the wireless provider can or cannot provide the requested capability or requirement by answering **Agree, Agree With Exceptions, and Does Not Agree** to each of the requirements, which are organized by major categories. Incomplete worksheets may be subject to rejection by the City. The Providers user support operations must meet the minimum requirements listed in the table below.

The City plans to focus on a short list of "early adopters" for using wireless technology. In order of priority the expansion of current or planned new applications are:

- **City Municipal Applications:**
 - Safety:
 - Mobile Computers in Safety (Police, Fire, EMS) for Vehicles (for speeds up to 65 mph) for access to records management databases, crime databases
 - Video Surveillance of City buildings, e.g., recreations centers, and other targeted public buildings, spaces and parks
 - Public Services
 - Real time access to work orders
 - Building and Housing Permitting Documents
 - Building Inspections
 - Code Enforcements
 - Fleet Maintenance
 - Review of Traffic Operations
 - Solid Waste Collection and Snow Removal Routing systems
 - Clean Cleveland Routing Systems
 - Citizen Complaint Resolution
 - Parks and Facilities Inspections
 - Onsite land appraisals, green space evaluations "in the field"
 - Wireless Parking Meters
 - Utilities
 - Automatic Meter Reading for Water and ElectricCity
 - Communications with remote switching devices and other equipment
 -
- **Community-Based Applications:**
 - Digital Inclusion
 - Digital Literacy Training for City Employees Using Computer Based Training
 - Digital Literacy and IC3 Training for Citizens Through the neighborhood CLIMB/CTCs
 - Community Model Application based Training (please refer to Appendix E)
 - Distanced Learning Adult Education Programs
 - Other Community Applications
 - Children and Youth Services

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- Online registration of after-school and summer programs
 - Registration at recreation centers
 - Remote programming access from recreation and community centers
 - Distanced learning programs
 - Internet access in low-income homes for children to stay connected to their teachers and school support systems for a “virtual classroom” environment
 - Lower operational costs to taxpayers and tuition payers for recurring telecommunications expenses
- Residents
 - Portable, nomadic and mobile alternatives to existing DSL and cable offerings for a “connected lifestyle” wherever they travel in the City
 - Enhanced ability to monitor children as they take part in school and park programs (Online Registration, Video surveillance in parks)
 - Access to information resources for improving Quality of Life, i.e., health information, arts, culture, school, etc.
- **Economic Development**
 - Commercial
 - Portable mobile connectivity for professional mobile workers, i.e., doctors, medical workers, lawyers, accountants, real estate agents, IT consultants, salesperson, etc.
 - Commercial occupancy rates impacted
 - Exploit Voice Over the Internet (VOIP) Capabilities
 - Replaced expensive leased lines for Internet Connectivity for small businesses
 - Connectivity for City vendors during events (festivals, sports, entertainment venues) for point of sale services over the Internet
 - Visitors
 - Visitors to the City at Selected Destinations, including the Airports
 - Virtual Community - Walled Garden Community Web Splash Application
 - Online City Tour information to visitors
 - Information for convention and conference attendees
 - Information for GCRTA riders on City events, and other information

Municipal Wireless Mesh Network Planned Government and Community Applications and Services Capabilities

City of Cleveland Municipal Wireless Network Planned <u>Government and Community Applications</u> and <u>Services Capabilities</u> For Early Adoption Worksheet			
Requirement	Planned	Year of Planned Implementation	Provider Response (<u>Agree</u>, <u>Agree With Exceptions</u>, <u>Does Not Agree</u>)
<u>Basic Applications</u>			
The proposal contains innovative ideas to offer and/or support multiple applications and services	X	---	

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City of Cleveland Municipal Wireless Network Planned <u>Government and Community Applications</u> and <u>Services</u> Capabilities For Early Adoption Worksheet			
Requirement	Planned	Year of Planned Implementation	Provider Response (<u>Agree, Agree With Exceptions, Does Not Agree</u>)
The provider provides SLAs for wholesale users, Anchor Tenants, businesses and private users	X	2007	
The proposal offers a Splash Page At No Cost to the City for the Virtual Community - Walled Garden Capability	X	2007	
City Government Services			
The proposal provides for Free Wireless Accounts and Connectivity for the City's Mobile Workforce in various City departments (At least 800 Wireless Accounts) (At least 1 Mps Up/down)	X	2007	
The proposal provides for Free Wireless Services for At Least 60 Public Parks Selected by the City (At least 1 Mps Up/down)	X	2007-2008	
Free Wireless Services for All City Safety Districts for Police, EMS and Fire (At least 1 Mps Up/down)	X	2007	
Free Wireless Services for Selected City Services	X	2007-2008	
Remote Applications (remote inspections, remote data collection)	X	2008	
Vehicle Fleet management	X	2008	
Remote Routing Systems for Waste Collection, Snow Removal, etc.	X	2008	
Citywide Work Management System	X	2007	
311 Citizen Service Center System	X	2007-2008	
GIS System Expansion	X	2007	
Wireless meter reading for municipal utility consumers	X	2008	
Communications with remote switching devices and other equipment	X	2007-2008	
Wireless Cameras for Surveillance on Transportation Vehicles, Other Targeted City Locations and Buildings	X	2008	
Distance Learning for Employees	X	2009	
Provider willing to provide free services to other government entities for current projects in partnership with the City, i.e., GCRTA, Cuyahoga County. Etc.	X	2007-2008	
Automated Vehicle Location and Remote Asset Management	X	2009	
Automated Routing Systems for Street Maintenance and Waste management	X	2008	
Remote Inspections for Building and Housing Inspectors, Public Health Inspectors	X	2007-2008	
Automated Meter Reading	X	2007-2008	
Remote Maintenance and Repair of Electric Equipment	X	2007-2008	
Mobile Data Computers for Police Cars	X	2007-2008	
Handheld Devices for Fire and EMS	X	2007	
Remote monitoring of security systems	X	2007	
Digital Inclusion (Digital Divide/Digital Literacy) Programs and Other Community Capabilities			
Free wireless services for all CLIMB/CTC's	X	2007-2008	
Free wireless services for Recreation Centers	X	2007	

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City of Cleveland Municipal Wireless Network Planned <u>Government and Community Applications</u> and <u>Services</u> Capabilities For Early Adoption Worksheet			
Requirement	Planned	Year of Planned Implementation	Provider Response (<u>Agree</u>, <u>Agree With Exceptions</u>, <u>Does Not Agree</u>)
Ability to Provide Low-Income Offering of Full Service at Affordable Rates for Accessing City E-Government Services	X	2007	
Distance Learning in the CTC for Adult Education programs	X	2007-2008	
Public Benefits and Economic Development Impact			
The provider will provide a free “Virtual Community - Walled Garden” for free wireless services with City selected links for all users, including citizens, businesses and visitors with no usage restrictions from anywhere on the network. This will also include the airports and all other locations without a subscription requirement. 18	X	2007-2008	
The provider will provide a “Drinking Fountain” capability at no cost	X	2007	
The provider will assist with developing criteria to measure the economic impact of the broadband connectivity post deployment	X	2009	
The provider will consider grants for promoting regional collaborations and digital inclusion initiatives	X	2007-2017	

18 The “Walled Garden” concept, also known as a “virtual community”, provides a free wireless connectivity to selected websites throughout the city to highlight the City’s services, social and cultural assets. It provides for a free website, to be hosted and supported by the provider, at no cost to the City for the purpose of co-branding

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22 PROPOSED IMPLEMENTATION TIMETABLE

The provider should submit a timetable with major milestones of activities throughout the design, deployment and post-deployment ongoing support and maintenance. The RFP should include a Gantt timeline chart or Microsoft Project Plan of major tasks (milestones) and resources proposed to achieve a successful deployment, with elapsed days for each major task or milestone. The Implementation Timetable should be provided in the stated section of the RFP response.

At a minimum, the major milestones should include the following tasks:

- Technical Due Diligence (Including a Citywide RF Assessment)
- Creation of Local Program Management Support Team
- Development of Final Network Design
- Development of Rollout Deployment Plan
- Deployment of Initial Deployment Area
- Evaluation and Initial Deployment Area for Performance
- Deployment of Entire City of Cleveland
- Ongoing Post-Deployment Maintenance and Support
- Development of Marketing and Communications Plan
- Implementation of Marketing and Communications Plan
- Post-Deployment Ongoing Support
- Upgrade and Maintenance Cycle for Duration of the Agreement
- Quarterly and Annual Reports on Network Usage and Performance

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23 NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET

This document should be completed by the proposing Provider by stating the Provider’s response or action to the City’s requirement. Please keep in mind this document may become an addendum to a final contract.

NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider’s Responses <input type="radio"/> Agree – Responder understands and agrees to comply fully. <input type="radio"/> Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. <input type="radio"/> Does Not Agree – Responder does not comply or have any exceptions.
SCOPE AND CITY INFRASTRUCTURE			
Scope of Project and City Assets			
Wireless Area Coverage (1)	Locations of wireless mesh network throughout the City’s total area for designated areas.	1. Provider agrees to provide a Citywide WiFi mesh network in the City of Cleveland, Ohio. 2. Coverage to include airports, stadiums, and the arena if feasible. 3. Provider will agree to a roll out timetable based on City’s priorities and feasibility considerations. 4. The Provider will build out a wireless mesh network in every City neighborhood, business district and selected public parks and spaces. 5. City has chosen and authorized Provider to design, build, install, implement, operate and administer the City’s Municipal Wireless broadband internet access system for public and municipal use in order to provide wireless broadband internet access during the term of the Agreement. 6. The City and Provider intend the coverage of the System and Services will be in areas where sufficient mounting assets are available and residents reside. 7. City Agrees to prioritize and mark designated areas across the 77 sq.	1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
		<p>mile area.</p> <p>8. City agrees to a roll out timetable based on technical feasibility, starting with City-owned assets when feasible, first.</p>	<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Use of City Property 2	To implement the wireless system, the City will need to provide access to many assets owned by the City.	<ol style="list-style-type: none"> 1. Provider will use and access the City property in such manner as not to interfere with the services provided from or on such City Property. 2. The City will authorize the Provider to place equipment on City property, with the proper permits and approvals. 	<p>2.1</p> <p>2.2</p>
Access to City Assets 3	The provider will need authorization to use any easements of City and other public rights of way as required for a full implementation.	<ol style="list-style-type: none"> 1. The Provider will be authorized by the City to use any easements of City and public rights of way for access to City property for attaching equipment as described in the Master Agreement upon any necessary approvals by City Council and as approved by CPP and the Law Department and other applicable departments. 2. The City will grant a non-exclusive right to access which does not place any limitation on the City to contract with other companies. 	<p>3.1</p> <p>3.2</p>
Monthly Fee for Pole Attachments 4	Fee for use of City owned poles	<ol style="list-style-type: none"> 1. Provider to pay standard tariff rates for pole attachments (currently \$0.25 per month per City owned pole used per year.) 2. Provider must reimburse CPP for any costs incurred that would not otherwise be incurred by CPP. 3. <u>Note:</u> IF CPP needs to add a guy wire, which is referred to as an anchor attachment, the charge of \$.50 per pole per year will be assessed. 	<p>4.1</p> <p>4.2</p> <p>4.3</p>
Permits for Light Poles 5	Streamlined process for use of suitable assets through implementation and ongoing operations.	<ol style="list-style-type: none"> 1. The City will assist Provider in identifying necessary permits. 2. The City will offer one unmetered rate for usage per pole per month. 3. City will work with appropriate City departments to expedite any permitting required by the Provider. 4. City will provide a dedicated person to coordinate all permitting 	<p>5.1</p> <p>5.2</p> <p>5.3</p> <p>5.4</p>

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
	Devices are plugged into a photocell.	activities on behalf of the Provider.	<ul style="list-style-type: none"> ○ <u>Agree</u> – Responder understands and agrees to comply fully. ○ <u>Agree With Exception(s)</u> – Exceptions must be fully explained in the space provided at the bottom of row. ○ <u>Does Not Agree</u> – Responder does not comply or have any exceptions.
Use of ElectriCity 6	May be complexities on billing party depending on electriCity provider	<ol style="list-style-type: none"> 1. Provider shall pay the standard un-metered tariff rate based on estimated draw. 2. Provider will not be connected to a metered device. 3. If the Provider needs temporary service during the construction phase, the City will charge the standard temporary rate and payment is payable in advance, per the CPP policy 	<p>6.1 6.2 6.3</p>
Other Permits or City Licenses Required 7	Encroachment, traffic, construction, zoning, business licenses	<ol style="list-style-type: none"> 1. Provider will pay the most favorable rate available to any similarly situated provider 	<p>7.1</p>
Access to Building Rooftops and Towers 8	Access to City owned building rooftops and towers at favorable rates	<ol style="list-style-type: none"> 1. City will provide access to City-owned buildings and rooftops per City regulations and requirements. 2. Inventory will be provided in Round 2. 3. City desires for the Provider to attach the Provider's communications equipment related to the Municipal Wireless network to City property in order to install, operate and maintain the Wireless Network (System) 	<p>8.1 8.2 8.3</p>
Additional "Make Ready" Work 9	Additional technical, installation resources	<ol style="list-style-type: none"> 1. Provider agrees to perform all make ready work at its own expense, in compliance with CPP regulations. 2. Provider will use external contractors "make ready" work to stay on a planned schedule. 3. CPP reserves the right to reject Providers selection of contractor's based on unfavorable experiences with the City. 	<p>9.1 9.2 9.3</p>
Pole Readiness	Not all poles can	<ol style="list-style-type: none"> 1. Provider will work with CPP to determine each pole's capabilities on a 	

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
			<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
10	accommodate the Wireless devices from a strength perspective. The capabilities of the pole to handle the weight and loading that the device places on the pole need to be determined. Not all poles can accommodate Wireless devices from an electrical perspective due to bank switching of street lighting circuits that are energized after dark.	<p>pole-by-pole basis and develop options for handling electriCity available through photocells. This will be done in a batch process; likely by type of pole and type of attachment.</p> <p>2. CPP to coordinate with Provider to examine each required pole's weight and loading capaCity.</p>	10.1 10.2
Traffic Poles 11	If necessary, provider may use traffic poles.	<p>1. Provider will need access and will pay for any expenses.</p> <p>2. City owns all traffic poles and may need to include Public Service in later discussions to finalize access.</p> <p>3. Per the Director of Public Service, the City has a \$200 one-time encroachment permit and Provider must maintain insurance.</p>	11.1 11.2 11.3
Engineering and Other Technical	Other technical due diligence issues	1. Provider will designate a team to work with CPP contacts	12.1

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
			<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Requirements 12			
Technology Platform 13	This is the technology standard used for the wireless network	<ol style="list-style-type: none"> 1. Provider to give the specific initial technical configuration. 2. Provider will use 802.11, 16, or 22 standards and proprietary technologies for the network. The access layer will initially be based on 802.11 standards. 3. Provider will have sole discretion as to technology deployed in the network, as long as it meets CPP, FCC and other applicable legal / regulatory requirements. 4. CTO to receive information on all network requirements, to confirm the wireless network's capabilities are aligned with the Mayor's Municipal Wireless Strategy for improving government services and impacting the Quality of Life for its citizens, businesses and visitors. 	13.1 13.2 13.3 13.4
Devices Used 14	The type and manufacturer of the devices on the poles	<ol style="list-style-type: none"> 1. Provider to provide the detailed configurations and will be compliant with CPP standards. 2. CPP to verify compliance with electric standards and any other technical requirements. 	14.1 14.2
Installation and Maintenance of System Equipment 15	Network, equipment should be kept in good working order for excellent availability and service.	<ol style="list-style-type: none"> 1. Provider will, at their own sole risk and expense, install and maintain the network on City property in safe and good repair and in accordance with the requirements of all municipal, state and federal laws, ordinances and regulations including the National Electrical Codes and all local modifications and regulations. 	15.1
Reporting System Equipment 16	There needs to be a way for the City to keep updated regarding the use of the City's assets	<ol style="list-style-type: none"> 1. Provider shall periodically, as agreed to by the parties, provide the City with a written report of all equipment placed on any City property or planned to be placed. 2. The report shall include, at a minimum, the location of specific City property and the description of the specific equipment attached or to be 	16.1 16.2 16.3

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
	and the operations of the network.	attached. 3. City shall have the right to inspect the Provider's installation of equipment on City property at anytime.	<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Dedicated Safety and City Network 17	The City will have a dedicated non-broadcast SSID network for safety and City workers	<ol style="list-style-type: none"> 1. Provider to provide dedicated Safety and City Network. 2. Provider will supply broadband access for the municipal workforce through commercially reasonable efforts for a minimum of 1 Mbps (Up/Down) 3. Provider will supply the City with 750 free WiFi accounts (1Mbps) to be used for Municipal purposes only. The City will be responsible for CPE costs, i.e. modems. 4. The CTO will provide a number for the provider to determine how many employees will be on the network using free services. 5. The Provider will assist the City in determining any annual estimated CPE costs, where CPE may be required. 6. If possible, the City would like to ensure there are at least 600 free wireless accounts for mobile Safety Forces (Police, Fire, EMS) 7. Provider agrees to provide at least <u>1000</u> free wireless accounts for the Safety Network to be used according to the following potential users: <ol style="list-style-type: none"> a. 600 Public Safety (Police Cars) b. 125 Building & Housing Inspectors c. 100 CPP Workers d. 75 Public Services Workers e. 50 Parks, Recreation and Properties Workers f. 40 Clean Cleveland Program g. 40 Airport Workers h. 30 Public Health Inspectors i. 15 - IT/Telecom Workers j. 5 – Community Relations k. 15 – Other (Misc.) 	17.1 17.2 17.3 17.4 17.5 17.6 17.7

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET

Item	Description	City Requirement	<p style="text-align: center;">Provider's Responses</p> <ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
		<ul style="list-style-type: none"> i. City may substitute 12 stationary devices for each mobile account 	
<p>Use of Minority and Female – Owned, Local Businesses 18</p>	<p>This initial will include representation from MBE and FBE enterprises to promote economic development for local disadvantaged businesses</p>	<ol style="list-style-type: none"> 1. Provider is committed to using qualified small and disadvantaged business enterprises in the City area 2. Provider all commits to using local companies to the extent possible for such services as: <ul style="list-style-type: none"> a. Deployment b. Ongoing Management c. Field Operations d. Testing e. Marketing f. Training 3. City wants to promote the use of MBE/FBE companies and local companies to support the local economy. 4. CTO will supply the Provider with the City's certified list of MBE/FBE's for the Provider to review and enter into any subcontracting relationships as determined by the Provider. 5. City requests Provider meet or exceed the City's guidelines for MBE/FBE participation. The participation guidelines are at least: <ul style="list-style-type: none"> a. MBE – 15% b. FBE – 5% 	<p>18.1 18.2 18.3 18.4 18.5</p>

PERFORMANCE, SERVICE LEVELS AND RESOURCE REQUIREMENTS

Resource Requirements

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
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			<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Project Management 19	Dedicated project managers from each party.	<ol style="list-style-type: none"> 1. Provider and the City each dedicate a program manager during the implementation and operation of the network as a single point of contact. 2. Provider will have a general manager on site to oversee the project. 3. CTO will serve as the Program Manager initially to ensure an effective launch. 	19.1 19.2 19.3
Program Management Office (PMO) 20	A PMO will be established in the City of Cleveland. The PMO will establish and monitor the Implementation Project Plan.	<ol style="list-style-type: none"> 1. Provider to set up PMO, to be jointly managed with the City. 2. Initially, CTO will serve as Co- Program Manager with Provider. 3. The City's IT Strategic Council will have overall oversight for the project. 4. The City uses a PMO for all major technology projects. This is a virtual PMO to provide overall coordination between Provider and the City. 	20.1 20.2 20.3 20.4
Coordination With Third Parties 21	When other users of the City's assets are impacted, this will need coordination to minimize any confusion of services.	<ol style="list-style-type: none"> 1. Provider will jointly coordinate with the third party users any work that may be required by the third party users to accommodate the Provider's proposed work. 2. The City will be responsible for identifying and notifying all third party users of any City property of the Provider's activities under this agreement. 3. City will jointly coordinate with the third party users any work that may be required by the third party users to accommodate the Provider's proposed work. 	21.1 21.2 21.3
Implementation Priority Planning 22	The item describes coordination of the planning effort.	<ol style="list-style-type: none"> 1. The provider and the City will work together to specify geographic implementation priorities. Such priorities will be established by negotiation based on the priorities of the City and sound technical 	22.1 23.2

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
		design. 2. The provider and the City will establish an implementation strategy that is in the City's best interest.	<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Performance Requirements			
System Upgrades 23	The system should be maintained as a leading state-of-the-art network.	<ol style="list-style-type: none"> 1. Provider will maintain the system and implement system upgrades when available at no additional charge to the City for the duration of the Agreement. 2. Provider commits to installing, operating, and upgrading the technology platform to maintain a "best in class" infrastructure as defined by the Provider. 	23.1 23.2
Removal Obligations 24	Restore poles to original condition (taking into account normal wear and tear)	<ol style="list-style-type: none"> 1. Provider shall remove its Network equipment at its own expense from the City assets within six (6) months of said date of termination or expiration. 	24.1
Ongoing Support and Services 25	Equipment will be maintained and in good working order.	<ol style="list-style-type: none"> 1. City also requests Provider give performance statistics on availability and reliability on a reasonable periodic basis. 	25.1
Municipal Services			

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			<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Fully subsidized access in Parks and Outdoor Public Spaces 26	Free access for an indefinite period will be provided to designated parks and public spaces; this will be broken into sessions to limit inappropriate use.	<ol style="list-style-type: none"> 1. Provider will provide this free access for parks up to sum of two (2) square miles. 2. Provider may restrict service from bleeding into commercially viable areas 3. Provider shall have sole discretion regarding the parameters of operation: speed, session length, registration, content etc. 4. City to provide detailed list of parks for free access, including square mileage for each. 	26.1 26.2 26.3 26.4
Virtual Community Center 27	This will provide access to specific government, non-profit and assistance agency websites available free of charge throughout the City, with no requirement for a network subscription.	<ol style="list-style-type: none"> 1. Provider will provide free splash page as a co-branding opportunity for the City and CPP. 2. Provider will manage and control layout/look/feel of splash page. 3. Provider will explore way to provider usage and visitors statistics to the City. 4. See Template Contract 5. Provider will provide up to Six (6) City links on splash page. 6. Provider will manage and control contents and look/feel of splash page. 7. City agrees to determine appropriate links. 8. CPP will optimize partnership as a co-branding and marketing opportunity. 9. CPP, in cooperation with the Mayor's Communications Office will determine links and other co-branding activities. 	27.1 27.2 27.3 27.3 27.5 27.6 27.7 27.8 27.9
Technical Integration Consulting Services 28	Consulting and integration services to allow City to launch new applications over network	<ol style="list-style-type: none"> 1. If needed and requested by the City, the Provider will give consulting services. 2. The rate will be in effect for the duration of the agreement, plus options to extend, if requested and outside the scope of services identified in the Agreement. 3. Provider will conduct product updates as appropriate when new enhancements are available from the Provider 	28.1 28.2 28.3

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET

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Future Products			

OTHER GENERAL TERMS AND CONDITIONS

Legal Considerations

Creation of Master Agreement Of A Public Sector/Private Partnership Business Model 29	In a public/private partnership business model, a broadband entrepreneur deploys the infrastructure and managed revenue flows and much of the network's destiny. The City may take a share of revenues while easing implementation and expansion for the entrepreneur. One master agreement for all terms and conditions will be created by	1. Provider agrees to one master document with attachments. 2. (Provider will review lists of additional items to determine which to include in this agreement. Assign their attorney to work with City attorney once all terms and conditions are final.) 3. City agrees and Hal Madorsky will be primary contact to develop the final document, with provider's attorney. 4. There will be attachments for additional locations of parks, recreations centers, CLIMB/CTCs, and master pole lists to the extent available and agreed to by Provider.	29.1 29.2 29.3. 29.4
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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
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	the parties' attorneys. Exhibits will be supplied as required.		<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Term of the Agreement and Extension of the Term 30		<ol style="list-style-type: none"> 1. The initial term will be determined through negotiation and specified in the agreement, but will be at least ten years in duration, with options to renew. 2. Initial Term is 10 years with 2 five- year renewal options as an Extension of the Term 3. Each 5-year extension will be done in writing upon 6 months prior written notice by the Provider to the City. 	30.1 30.2 30.3
Effect of Termination 31	This covers removal of equipment if the agreement is terminated.	<ol style="list-style-type: none"> 1. The Provider, at their own expense, will remove the network equipment from the City property within six (6) months of the date of termination of the Agreement. 2. Attorneys for both parties will finalize the language. 	31.1 31.2
Assignment 32		<ol style="list-style-type: none"> 1. Provider may assign the Agreement pursuant to the sale of all or substantially all of the assets or stock of Provider or pursuant to the sale of all or substantially all of the assets or operations of the division of Provider that is operating the Network or pursuant to the sale of the Network. 	32.1
Cost of the Transaction 33		<ol style="list-style-type: none"> 1. Each party will bear their own costs. 	33.1
City Specific Terms and Conditions	Final agreement will be signed after City Council passage.	<ol style="list-style-type: none"> 1. Provider to provide attorney to work with City attorney once all business terms and conditions have been agreed to. 	34.1

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34			
City Non-Competitive Affidavit 35	The Provider must complete a 2007 Non-Competitive Bid Affidavit to be a Provider with the City.	1. Provider will sign and have 2007 Affidavit notarized. Provider only needs to provide with Final Executed Agreement.	35.1
Non-Solicitation 36	This is an agreement not to hire each other's employees.	<ol style="list-style-type: none"> 1. Provider, for the first two years of this Agreement, shall not offer to employ, or employ, any employee of the City, but does not include general solicitations or advertisements not directed at the employee of the City. 2. If mutually agreed to, this provision may be waived. 3. City, for the first two years of this Agreement, shall not offer to employ, or employ, any employee of the Provider, but does not include general solicitations or advertisements not directed at the employee of the Provider. 4. If mutually agreed to, this provision may be waived in extraordinary circumstances. 	36.1 36.2 36.3 36.4
Default Provision 37	The provision of the company is in default of performance.	1. In the event of a default by the provider in the contract to be executed with the City that shall continue unremedied beyond the expiration of any period provided to cure such a default, the City will have the Right to Purchase the Network at its fair market value as determined by an appraisal.	37.1
Right of bidding on Network 38	This provision is in the event the provider wants to sell the network.	1. In the event that the provider shall desire to sell the Network to any entity other than an entity in which the provider or its parent holds a controlling interest or a mutual failure to extend the term of the agreement, the City shall have the equal right with any other entity to negotiate and bid for the purchase of the Network, and the provider shall sell the Network to the City if the City offers a purchase price and	38.1

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
		terms that are equal to or greater than those which the Provider may be willing to accept from any entity that is not controlled by the provider.	<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Other Required Legal Provisions 39	There may be other certain legal provisions, which are required by either party in the Agreement. Insurance levels, limitation of liability, indemnification, major default, remedy	1. Provider's attorney will work with the City Attorney to draft and finalize other legal terms and conditions.	39.1
DIGITAL LITERACY AND DIGITAL DIVIDE PROGRAMMING AND CONSIDERATIONS			
Subsidized Wireless Accounts for Low-Income Households (Digital Inclusion Subscribers) 40	To close the Digital Divide and increase Digital Literacy in low-income neighborhoods, free to low cost access will be available for eligible residents.	<ol style="list-style-type: none"> 1. Provider will provide at least 10,000 1Mbps for low-income household accounts for duration of the Agreement, plus a one-time set up, with no minimum commitment. 2. Low-Income accounts will receive the same level of service as the fully priced offering to provide <u>Digital Equity across the City.</u> 3. City, Subscriber or Provider to pay for CPE, Service, Support and any future RMA costs 4. Provider agrees to work with the City, community organizations, and local businesses to address hardware, training, and local content needs of disadvantaged households to increase Digital Literacy. 5. City will be responsible for qualification and order processing, CPE cost, 	40.1 40.2 40.3 40.4 40.5 40.6

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
		marketing 6. City must use Provider certified CPE 7. Provider solely responsible for branding and product features. The low-income house will have the same equivalent feature set with the leading retail product 8. Digital Inclusion Subscribers will need a CPE. 9. The Provider will make available a lease option for a modem for Digital Inclusion subscribers	○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
			40.7 40.8 40.9
Wireless Accounts and Support for Training for Students in the Computer Learning In My Backyard (CLIMB) Program Operated by CLIMB\CTCs 41	There are some CLIMB/CTCs, which require training and support for serving underserved communications and home below the poverty level. Only those CTCs offering the CLIMB/CTCs program will be included. CLIMB includes the following components: Basic Computer Proficiency Skills Training IC3 Digital Literacy Certification	1. Provider agrees to work with the City and other community organizations to implement program to promote digital literacy and to close the digital Divide. 2. Provider will provide at free accounts (standard retail 1Mbps offering) per year to be used among the CLIMB centers for students per center per year, for the duration of the agreement. This will provide wireless access for each student in the program up to one year. The wireless accounts will enable students to reinforce their Digital Literacy training skills in the CLIMB/CTCs. 3. Provider will contribute a grant year towards this effort for the duration of the Agreement, including options to renew. 4. City requests CLIMB\CTCs are funded for training and support for all participants from low-income households while in training and for one year after successfully completing the Digital Literacy Training CLIMB program at no cost. 5. The organization may need to pay for inside CPE equipment	41.1 41.2 41.3 41.4 41.5

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
	<p>Financial Literacy Computer Home Ownership In-Home Support GED Preparation and Testing Microsoft Certification</p> <p>Note: CLIMB is a program in partnership with the City, Cuyahoga Community College, Selected CTCs, Cleveland Digital Vision and other community partners.</p> <p>The students attending the CLIMB program will have a free wireless account while in the program and up to one year.</p>		<p>Provider's Responses</p> <ul style="list-style-type: none"> ○ <u>Agree</u> – Responder understands and agrees to comply fully. ○ <u>Agree With Exception(s)</u> – Exceptions must be fully explained in the space provided at the bottom of row. ○ <u>Does Not Agree</u> – Responder does not comply or have any exceptions.
Wireless Connectivity for the CLIMB\CTCs	CTCs are used to provide digital literacy training	<ol style="list-style-type: none"> 1. Provider will supply a free retail 1 Mbps account for all centers. City will provide CPE. 2. City requests all CTC centers have wireless capability on the mesh. 	<p>42.1</p> <p>42.2</p>

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
42	throughout the City.		<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
Wireless Connectivity for the City's Recreation Centers 43	All City recreation centers have computer labs, which are obsolete and need upgrading.	<ol style="list-style-type: none"> 1. Provider will supply a free WiFi retail 1 Mbps account for all 19 centers. 2. City will provide CPE 3. Provider will explore how to procure 150 computers for the recreation centers. 4. CTO provided list of 19 recreation centers and addresses under separate exhibit. 5. Bessie to estimate annual cost for CPE. 6. <u>City requested 150 computers be provided to upgrade computers in the City's 19 recreation centers to conduct digital literacy programs and service the community. Provider will explore this request.</u> 	<p>43.1</p> <p>43.2</p> <p>43.3</p> <p>43.4</p> <p>43.5</p> <p>43.6</p>
City "Fixed" Wireless 44	1.5 or 3 Mbps fixed wireless connections	<ol style="list-style-type: none"> 1. Provider to provide: <ol style="list-style-type: none"> a. <u>1.5Mbps Symmetrical Service</u> b. 1 Static IP c. 1 year commitment d. <u>3.0Mbps Symmetrical Service</u> <p>The goal is to eliminate all T1 where feasible.</p>	<p>44.1</p> <p>44.2</p> <p>44.3</p> <p>44.4</p> <p>44.5</p>
FINANCIAL TERMS AND CONSIDERATIONS			
Summary of Financial Terms and Rates 45	All Rates and Financial Terms will be included as a separate exhibit to the agreement.	<ol style="list-style-type: none"> 1. Provider will supply City with all financial terms and amount of total investment commitment. 2. Provider to provide all required documentation as requested by the City to finalize all financial terms for a separate exhibit (schedule) to be attached to the Agreement and for the Legislation Summary purposes. 3. Provider will update memo on basic terms of the proposal to invest in a wireless network. 	<p>45.1</p> <p>45.2</p> <p>45.3</p> <p>45.4</p> <p>45.5</p> <p>45.6</p>

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			<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
		<ol style="list-style-type: none"> 4. City to finalize all financial terms, as a separate exhibit, in collaboration with the Finance Group and CPP Finance Resource. 5. Financial Terms will receive final approval by the Director of Finance. The City will coordinate all meetings to finalize the financial terms, in collaboration with Hal M. from the Law Dept. 6. City will use financial summary as an attachment for the Legislation Summary and RL materials to be jointly sponsored by the Directors of Finance and Utilities. 	
Total \$ Value of Investment in the City 46	Total Value of Proposal by Provider [Provider can summarize the Capital Costs & Operating Expenses for the City]	<ol style="list-style-type: none"> 1. Provider will confirm total investment based on final scope. This should include one-time capital outlay and ongoing support operational costs. 2. Provider will finance, deploy and operate the City's Municipal Wireless Network 3. City will include in business case and legislation summary. 4. City will document and prepare business case and value proposition for the Mayor and City Council. 5. City will not incur any upfront capital or ongoing costs. 	46.1 46.2 46.3 46.4 46.5
City Accounts When "Free" Cap is Exceeded 47	Should the City exceed the cap of 750 free City accounts, additional workers will have access at a certain flat rate.	<ol style="list-style-type: none"> 1. Additional retail 1Mbps accounts per month per account for the duration of the Agreement. 2. City will confirm based on estimated amount to meet City needs, when cap is exceeded. 	47.1 47.2
Network Ownership 48	The network will be designed, installed, and maintained to provider wireless internet broadband	<ol style="list-style-type: none"> 1. Provider will own, operate and maintain the wireless network infrastructure and provider all maintenance and support services. 2. Provider shall retain title to the network, including equipment and each device and component. 3. City will own, operate and maintain streetlights and traffic light poles, 	48.1 48.2 48.3 48.4

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
	access services and equipment	<p>arms, streetlights that are attached to its street light poles and arms, traffic lights that are attached to its traffic light poles and arms, and other related equipment and land rights.</p> <p>4. City will own, or otherwise control access to certain buildings, water towers and other structures, i.e., City buildings.</p> <p>5. Without the Provider's approval, the City will not translate, modify, disassemble, or reverse engineer the network or equipment or create derivative works based on any portion of the network, equipment or any of the provider's information or authorize or permit others to do so.</p> <p>6. Neither the City, nor any third party shall gain any ownership rights in or to the network, equipment or any intellectual property rights in or to the network, equipment in whole or in part.</p>	<p>Provider's Responses</p> <ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions. <p>48.5 48.6</p>
Paid Subscriber Tiered Pricing Services 49	Services will be priced based on customer usage and profile, including occasional use services for visitors.	<p>1. Provider will give the City a list of all subscriber plans and costs to ensure the service is affordable for the City's residents, businesses and visitors.</p> <p>2. Provider to provide discounts for low-income households as previously stated.</p> <p>3. Provider will offer an occasional use service for visitors to promote greater use of the City's services and assets as promoted through the Internet.</p>	<p>49.1 49.2 49.3</p>
Unit Pricing for Tiers 50	Tiered pricing	<p>1. Provider agrees to provide unit pricing by service type, per the provider's Tiered Pricing schedule</p>	<p>50.1</p>

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Professional Services 51	Additional services provided by the provider for the network or training of the users and other support functions.	1. The provider will supply an application and professional services rate schedule for services to be provided by the provider, the provider's partners and other providers or subcontractors.	51.1
Pricing Guarantees and Price Escalation Protection 52	The item helps anticipate costs and expenses for planning purposes.	1. The Provider will agree to pricing guarantees and price escalation protection for the duration of the contracts as agreed to by the parties, for non-free services.	52.1
Compensation for Other Services 53	Usage of City assets will be compensated for.	1. Provider will compensate the City, for any assets not otherwise listed in the term sheet, at fair market value, for any City assets that would need to be used in the deployment of the wireless network.	53.1
Value & Business Case 54	The cost of the implementation and the benefits to be gained will be documented for impact. In addition, the economic impact of the partnership will be prepared.	<ol style="list-style-type: none"> 1. Provider will work with the City to document the business case for the partnership. 2. The business case will include summary Capital Expenditures & Operating Expenditures (not a full P&L). 3. Economic development benefits will be prepared with assistance from the City. 4. City will include business case in the Mayor's briefing materials. 5. City will need jobs added by Provider, average salary, and any other indirect benefits for installing, implementing or supporting the system. Any other community investments because of the project should be documented in the proposal response. 	54.1 54.2 54.3 54.4 54.5
Required	The appropriate	1. Provider will maintain at all times during the term of this Agreement the	55.1

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Insurance Coverage 55	risk management must be in place to protect the assets of the parties to this agreement.	insurance coverage required and listed in a separate exhibit to the Master Agreement 2. Provider shall upon request provide proof of current coverage as required by the City 3. City will state required insurance provisions in the Agreement according to City requirements. This will be finalized with the City and the Provider's attorneys. 4. This will be a separate Exhibit to the Agreement.	55.2 55.3 55.4
Damage to City Property 56	This describes provisions in the event of damage to the property.	1. Provider shall endeavor to avoid causing damage to City property. Provider shall assume responsibility for any loss from any damage caused by the Provider. 2. Provider shall make a prompt report of the occurrence of any such damage to the City and shall reimburse the City for the reasonable cost incurred in making the repairs.	56.1 56.2
MARKETING AND CO-BRANDING TERMS AND CONSIDERATIONS			
Communications and public Relations 57	A co-branding strategy will be developed and implemented to optimize the public/private partnership.	1. Provider will provide marketing and co-branding strategy development resources to work collaboratively with City/CPP on the design and implementation of the co-branding and co-marketing use policy, and roll out strategy. 2. Provider will develop all marketing collaterals for the Provider's services as required by the Provider to grow their business in the City. 3. The City agrees to work collaboratively with Provider, using the City's Communications and PR office to review and approve all press releases, press conference and other collaterals using the City's name. CPP will work with the Provider on co-branding and marketing opportunities.	57.1 57.2 57.3 57.4 57.5

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
			<ul style="list-style-type: none"> ○ Agree – Responder understands and agrees to comply fully. ○ Agree With Exception(s) – Exceptions must be fully explained in the space provided at the bottom of row. ○ Does Not Agree – Responder does not comply or have any exceptions.
		<ol style="list-style-type: none"> 4. City will coordinate meeting with the Chief of Communications on Mayor's Press Releases, Press Conferences and other materials announcing the partnership and launch activities. 5. CPP will assign a marketing person to work with the Provider. 	
PubliCity 58	This describes use of marks, usage guidelines and co-branding.	<ol style="list-style-type: none"> 1. The Provider and City shall develop a co-branding strategy to promote, market, and offer and identify the network and its value to the City. 2. The City shall not use the Provider's or its affiliate's or suppliers names or any language, pictures, trademarks, service marks or symbols which could, in the Provider's judgment, imply Provider's or its affiliates' identify or endorsement by the Provider, its affiliates or any of its employees in any written, electronic or oral advertising or presentation or brochure, newsletter, book, electronic database or other written matter whatever nature, without Provider's prior written consent, 3. The Provider must provide written approval to the City's use of any of the City's Marks. 4. City's use shall be subject to and in strict accordance with the Provider's usage and quality guidelines as provided and/or changed by the Provider from time to time 5. All use by the City for the Provider's Marks shall insure to the benefit of the Provider. 	58.1 58.2 58.3 58.4 58.5
Preferred Relationship 59	The Municipal Wireless Network	<ol style="list-style-type: none"> 1. The Provider shall be the City's preferred Municipal Wireless Mesh Network Provider during the term of the Agreement. 2. This does not include current contracts for cellular, paging and blackberry services. 3. The City will continue to have other providers, but the preferred status will be reserved for the Provider under a co-branding relationship. 4. As part of the "preferred provider" designation, the City will not license or allow any third party to use the trademarks of the City for marketing, promoting, offering or selling wireless services when the City 	59.1 59.2 59.3 59.4

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NETWORK AGREEMENT TERMS AND CONDITIONS WORKSHEET			
Item	Description	City Requirement	Provider's Responses
		markets, promotes, offers or sells wireless internet services as part of the co-branding strategy.	<ul style="list-style-type: none"> ○ <u>Agree</u> – Responder understands and agrees to comply fully. ○ <u>Agree With Exception(s)</u> – Exceptions must be fully explained in the space provided at the bottom of row. ○ <u>Does Not Agree</u> – Responder does not comply or have any exceptions.

Signed by the Appointing Authority (or Corporate Officer): _____ Dated: _____

Printed Name: _____

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24 OTHER CONTRACTUAL TERMS AND CONDITIONS

It is the City's position that this RFP intend to create certain obligations and rights and other associated terms and conditions, in the event a contract is executed, regarding ownership and control of the network, the proposed business model, and use of the City's assets that are consistent with state and federal law. To the extent that applicable laws are amended, new laws are enacted or current laws are interpreted differently by binding legal authority, the rights/obligations and associated terms and conditions of this RFP and any contract resulting from this RFP process may require reassessment and potential modification.

This RFP shall be governed by and construed in accordance with the laws of the State of Ohio. For any federal law issued venue shall be in Cleveland, Ohio or the United States District Court for the Northeast District of Ohio.

The other Contractual Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City of Cleveland and the successful Provider. Please review for your willingness to comply. No specific response to this section is required.

24.1 General Conditions

This is not an Agreement of employment of the provider or any of the provider's employees by the City. Provider is an independent contractor for all purposes under this Agreement.

Provider shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.

Provider agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement.

Provider agrees that, at all times, the employees of the provider furnishing or performing any services shall do so in a proper, competent, and dignified manner.

The term "City premises" as used in this Agreement, shall mean both lands upon which the City is the title owner and public rights-of-way within the City limits and easements granted to the City.

Provider agrees that all persons working for or on behalf of Provider whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of provider's employees for good cause.

Provider shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Provider agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Provider shall be responsible for all damages to persons or property caused by Provider or any of its agents or employees. Provider shall promptly repair to the specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on Provider's failure to do so, the City may repair such damage and Provider shall reimburse the City promptly for the cost of repair.

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Provider agrees that, in the event of an accident of any kind, Provider will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.

Provider shall perform the services contemplated in the Agreement without interfering in any way with the activities of the City's staff or visitors.

Provider and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the City. The City shall also extend parking privileges to properly identified members of provider's full-time staff on the same basis as they are extended to the City's staff.

The City shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of provider or its employees, subcontractors, or material-men.

24.2 Entire Agreement Clause

This Agreement, including appendixes and referenced attachments, constitutes the entire Agreement between the City and Provider and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

24.3 Interruption of Services

All project phases, especially implementation, shall be carried out without interruption of normal City of Cleveland work and operations. If necessary, the Provider shall be required to schedule work at times other than normal business hours and obtain the prior approval of the City of Cleveland's Chief Technology Officer and Deputy Commissioner of CPP. If an interruption of service is unavoidable, it shall be scheduled and approved through the City of Cleveland's Office of IT Planning and Review.

24.4 Term

The term of this Agreement shall be for at least ten years, with options to renew as negotiated. The option to renew shall be at the discretion of the City of Cleveland, based on performance and service delivery, with at least a 60-day notice of termination without penalty.

24.5 Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City of Cleveland to ensure the provider is engaging subcontractors with positive performance histories with the City or are certified disadvantaged companies. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

24.6 Assignment

The Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City of Cleveland.

24.7 Compliance with Laws and Policies

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This Agreement is subject to, and Provider shall comply with, all statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Cuyahoga and the City of Cleveland.

The Provider shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority (MBE) and female business enterprises (FBE). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in proposal solicitation and dividing large contracts into smaller contracts when economically feasible.

24.8 Hold Harmless

The Provider shall protect, defend and hold harmless the City of Cleveland from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Provider, its agents, employees, licensees, invitees, and subcontractors that result in injury to persons or damage to property.

24.9 Indemnification and Insurance

The Provider shall indemnify the City of Cleveland from all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from all acts of the Provider, its agents, employees, licensees, and subcontractors that result in injury to persons or damage to property.

1. The Provider, at its own expense, shall completely and entirely indemnify and hold harmless (including reasonable attorneys fees) the City and its respective officers, agents and employees ("indemnified Parties") from any claim or suits that may be based upon any injury to persons or property arising out of an error, omission or negligent act of Provider; and Provider shall, at its own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection, with such litigation or claims; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. The indemnification set forth in this Article shall survive the term of this Agreement.
2. The Provider, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cleveland prior to commencement of services by the Provider under this Agreement and upon written request during the term of this Agreement.
3. The Provider, at its sole cost and expense, shall procure and maintain at all times during the term of this agreement, Comprehensive General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). The City of Cleveland shall be named as an additional named insured.
4. The commercial general liability insurance policy shall be occurrence type; name the City as an additional insured; have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident; and be primary with respect to Provider's general liability, notwithstanding any other insurance covering the City.

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5. The Provider shall carry during the performance of the Agreement and shall keep in full force, Professional Liability Insurance in an amount not less than the amount of the signed contract.
6. The Provider shall furnish coverage for all damage to the City's existing information technology system, including but not limited to, coverage for damage to the local and wide area network and loss of data integrity in the amount not less than \$1,000,000.00 per occurrence.
7. The Provider shall furnish coverage for any valuable documents (hard copy or electronic media) being removed from the City's facilities in the amount not less than \$500,000.
8. The Provider shall require its Subcontractors to obtain insurance and shall be responsible for enforcement of its Subcontractors obligation to obtain insurance, at limits appropriate to the exposures of the Subcontractor's work to satisfy the requirements hereunder.
9. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or an equivalent.
10. Provider's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00).
11. The professional liability insurance shall have limits of not less than Five Million Dollars (\$5,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work.

24.10 Notice of Cancellation

The insurance policy or policies provided hereunder shall provide as follows:

"The Company agrees that thirty (30) days prior to cancellation, or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland."

In addition to the notification required of Provider's insurance company, Provider shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

24.11 Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland, Provider shall forthwith provide the Director of Law with an exact copy of the insurance policy or policies; including all addenda and endorsements thereto required under this Agreement. If requested by Provider, the City agrees to enter into an appropriate confidentiality agreement with respect to the information contained in said insurance policies.

24.12 Certificate of Insurance

Upon execution of the Agreement, Provider shall submit to the City a certificate (s) of insurance with respect to each policy or policies required by section 23.9. Such certificate (s) shall contain the notification provision set forth in the paragraphs above. If the additional insured endorsement required above is not available at the Agreement execution date, Provider shall submit to the City a

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notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement. Provider shall also provide a copy of the endorsement naming the City as an additional insured under Provider's commercial general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date of this Agreement.

24.13 Policy

The policy or policies, certificate (s), Binder or Advice required in paragraphs above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the previously approved coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Provider shall, forthwith, provide a new policy meeting the requirements of the Director of Law.

24.14 No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Provider is responsible under the section on Indemnity.

24.15 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement, agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement. Subject to all applicable statutes of limitations in Ohio and time limitations set forth in this Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Provider by City should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

24.16 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by natural disaster, action or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "force Majeure event.")

The Provider shall not be charged with default nor is the City held liable because of delays in completion of the work or payment there due to any of the following:

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- a) Acts of the Federal Government, including controls or the lack of materials, equipment, tools or labor essential to completion of the work because of war, national defense or any other national emergency.
- b) Changes in the method of performing work covered by the Agreement, upon order of the City to the extent that any delay is the direct result of any such change.
- c) Causes not reasonably foreseeable by the parties to this Agreement at the time of the execution of the Agreement, which are beyond the reasonable control of, and through no fault or negligence of, the Provider or the City. This shall include, but not be restricted to, acts of God or the public enemy, freight embargoes and court actions; acts of another provider in the performance of some other contract with the City, fires, floods, epidemics, quarantines and strikes; weather of unusual severity such as hurricanes, tornadoes and cyclones; nuclear radiation or radioactive contamination; and other like factors of unusual severity which directly affect or prohibit work under the contract.

24.17 Force Majeure Requisites

Force Majeure shall not be allowed unless:

- 1. Within three (3) calendar days of the occurrence of force Majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force Majeure events; and
- 2. Within seven (7) calendar days after the cessation of the force Majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire force Majeure situation.

24.18 120 Day Maximum

Under no circumstances shall delays caused by a force Majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Such permission shall not be unreasonably denied particularly if an event of force Majeure continues to exist. Failure to secure this written prior permission, even in the case of force Majeure, shall constitute default by the party failing to meet the requirement.

24.19 Conflict of Interest

No officer, employee or agent of the City of Cleveland who exercises any functions or responsibilities in connection with the planning and carrying out of the Municipal Wireless Network Project, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Provider or in this Agreement and the Provider shall take appropriate steps to assure compliance.

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The Provider agrees that it will not contract with any Sub-Provider in which it has any personal financial interest, direct or indirect. The Provider further covenants that in the performance of this Agreement, no person having any conflicting interest shall be employed.

24.20 Liquidated Damages

The City will require liquidated damages for any delay or failure of the Provider to meet the Project Schedule for delivery of Project Major Milestones at a rate of \$2,500 per calendar day or any part thereof. In the event of such delay or failure, the City shall notify the Provider in writing (e.g. fax or e-mail) of any claim for liquidated damages pursuant to this Section. If the Provider has not corrected the delay and put the project in compliance with the Project Schedule for delivery of Major Milestones within 10 days of receipt of the City's Notice, the liquidated damages shall begin to accrue until compliance is reached. Further, liquidated damages shall not accrue if the delay is excusable and not caused by the Provider or their agents and sub-Providers. The City shall have the right to deduct any assessed liquidated damages from monies otherwise due to the Provider.

24.21 Disputes

Both the City and Provider agree to make every reasonable effort to resolve disputes.

Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the City.

Any dispute may be brought forward by either party to the other in the form of a written Notice of Dispute. Such notice shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. Such notice shall also include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. Such Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of ten working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step.

STEP 1

For the City, the City's Program Manager. For the Provider, the Provider's authorized designee. If an agreement cannot be reached, the dispute shall be elevated to Step 2.

STEP 2

For the City, the City's Program Manager or his/her designee. For the Provider, the Provider's authorized designee.

These representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law.

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24.22 Reports, Information and Audits

The Provider, at such times and in such form as the City of Cleveland may require, shall furnish the City of Cleveland such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Provider shall retain all financial and administrative records for a period of seven years after the expiration or termination of this Agreement, and shall permit the City of Cleveland or any of its representatives or auditors access to such records.

24.23 Proprietary Materials

The City of Cleveland acknowledges that in the course of performing services, the Provider may use products, materials, or propriety methodologies. The City of Cleveland agrees that it shall have or have obtained no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Provider acknowledges that in the course of performing services for the City of Cleveland, the materials and information obtained, used and/or produced for the City of Cleveland are the exclusive properties of the City of Cleveland and may not be disseminated in any manner without prior written approval of the City of Cleveland, Program Management Office.

24.24 Ownership of Property

The Provider agrees that at the expiration or in the event of any termination of this Agreement, that any custom programming code, data, research, schematic concepts, reports, and other similar items produced in connection with this Agreement shall become the property of the City of Cleveland and Provider shall promptly deliver such items to the City of Cleveland, Office of IT Planning and Review. Provider may retain a copy of such items.

24.25 Warranty

The Provider warrants that the services to be provided by it hereunder will be performed in a good, timely and professional manner by qualified staff and in accordance with generally accepted professional standards. The Provider further warrants that the design and recommended solution are workable and capable of meeting the project objective to deploy an maintain a City-wide wireless network.

24.26 Confidentiality

Both parties recognize that their respective employees and agents in the course of performance of this Agreement may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party, except to the extent necessary for the performance of the obligations under this Agreement and further agrees to take appropriate action to prevent such disclosure by its employees or agents. Each party agrees to use its best effort to identify the information that each party considers to be confidential.

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The Provider, its agents and employees will keep and retain any and all information and records generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City of Cleveland, Director of Finance or the Office of IT Planning and Review . The Provider warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Provider, its agents and employees.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. The obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure' (d) information that a party receives from a third party who has a right to disclose it to that party' or (e) information that is subject to FOIA or Ohio Public Records Act requests.

24.27 Title and Confidentiality

Title and full City ownership rights to the Provider's licensed systems under this agreement, including, without limitation, all intellectual property rights therein and thereto, remain with Provider. It is agreed the wireless systems (hardware, software, equipment, or any other related items) is the proprietary, confidential trade secret property of Provider, whether or not any portions thereof are or may be copyrighted, and City shall take all reasonable steps necessary to protect the confidential nature of the provider's systems, as City would take to protect its own confidential information.

City further agrees that City shall not make any disclosure of any or all such systems, (including methods or concepts utilized therein) to anyone, except to employees, agents, or subcontractors working for City to whom such disclosure is necessary to the use for which rights are granted hereunder. City shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon City, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if City is required to disclose or make the systems available to a third party or to a court if the system is required to be disclosed pursuant to a Ohio's public records laws or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

24.28 Termination Clause

The City of Cleveland may terminate this Agreement by giving a sixty (60) day notice in writing from the City of Cleveland to the Provider. If this Agreement is terminated by the City of Cleveland as provided, the Provider will be paid an amount, which bears the same ratio to the total compensation, as the services actually performed bear to the total services of the Provider, covered by this Agreement less payments of compensation previously made.

In the event that the Provider shall materially breach the terms and conditions of this Agreement, and such material breach shall not have been cured within ten (10) days after the Provider's receipt from the City of written notification specifying such material breach then, in such event, the City may either

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withhold payments then due to the Provider, or may terminate this Agreement upon written notification, and/or seek any right or remedy available at law, or in equity. The City shall also have the following rights and remedies, which may be exercised singularly or in combination.

- a) The right to procure other services as substitutes for services procured from the Provider hereunder, or to perform such services itself, and recover direct damages from the Provider incurred in obtaining and/or performing such services.
- b) The right to recover direct damages incurred, in excess of any damages recovered pursuant to this section, because of the defaulting party's failure to perform.

In the event that the City shall choose to withhold payment, the City shall, in writing, notify the Provider of the reasons for such action and of the conditions precedent to the resumption of payment to the Provider. In no event will any payment pursuant to this section exceed the compensation provided for herein.

The Provider shall have the right to terminate this Agreement in the event that the City shall materially breach in its fulfillment of the terms and conditions of this Agreement, and such material default shall not have been cured within sixty (60) days after the City's receipt from the Provider of written notification specifying such material breach.

In the event that this Agreement is terminated by either party, if applicable the Provider will provide the City with all work in progress, as is, as of the date of termination and the City shall provide to the Provider reasonable payment for said work in progress.

Notwithstanding the foregoing, due to lack of Federal, State or County funding, the City may at any time during the life of this Agreement, terminate same by giving thirty (30) days notice in writing via certified mail to Provider. In addition, if at any time a petition in bankruptcy shall be filed by the Provider and shall not be dismissed within thirty (30) days, or if the Provider shall take advantage of any insolvency law, or if a receiver or trustee of the Provider's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the City shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the Agreement by giving (30) days notice in writing of such termination.

24.29 Contract Documents

An Agreement between the City of Cleveland and the successful Provider will include the RFP document and the Provider's Proposal.

In the event of a conflict or variance between any of the documents comprising the Agreement, such conflicts or variations and interpretations shall be resolved by giving precedence in the following order:

- a. The Agreement scope, terms, and conditions
- b. The RFP response document and any supporting documentation
- c. The Proposal

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24.30 Independent Contractor

The Provider shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cleveland. Provider shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, Providers and Sub-Providers, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Cleveland and Provider. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cleveland, nor shall any such person be entitled to any benefits available or granted to employees of The City of Cleveland. The Provider shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

24.31 Notices Clause

This Agreement requires that all notices, communications approvals, authorizations, waivers, instructions or determinations required or permitted as part of the Agreement shall be effective only when given in writing and signed (unless another verifiable medium is expressly authorized) by the Director of the Department or the Director's authorized designee and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the City of the notice to an authorized Provider representative while at the City site.

Note that if Provider anticipates missing a due date; the Provider must notify the Director or her designee immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City of Cleveland:

City of Cleveland
Director of Finance
601 Lakeside Avenue, Room 104
Cleveland, Ohio 44114

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To Provider:

24.32 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the Agreement term or cancellation of this Agreement.

24.33 Waiver

This Agreement shall be construed in a manner that a waiver or any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

24.34 Applicable and Governing Law Clause

The Agreement is entered into and is to be performed in the State of Ohio. City of Cleveland and Provider agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. This Agreement shall be subject to all federal laws of the Government of the United States of America. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Ohio, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for the City of Cleveland, Ohio.

24.35 Incorporation by Reference

The Provider shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set for in the Request for Proposals and the Provider response to the Request for Proposals. The parties agree that where there is not a conflict between this Agreement and the information presented in the RFP and the Providers response to the RFP that all terms, conditions and offers presented in the Provider's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

24.36 Risk during Equipment/Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. It will be possible to allow for minor variances from this implementation schedule by prior written agreement of the parties. The equipment shall be installed and placed into good working order by representatives of the Provider. During the time where the equipment/software is in transit and until the equipment is fully installed in good working order, the Provider and its insurer shall be responsible for the equipment/software and relieve the City of responsibility for all risk or loss or damage to the equipment/software. In addition, Provider shall hold the City and agents

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harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment/software.

24.37 Shipping of Equipment/Software

All shipping and insurance costs to and from the site shall be included in the Provider's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Provider. The City shall make no payments to any firm concerning the shipment, installation and delivery of equipment/software which is not part of this Agreement and for which exact payments are not described and agreed to. Provider shall be responsible for all arrangements for the shipment and receipt of equipment/software to City site (s). Provider shall provide all properly trained representatives to unpack all items of equipment/software and place this equipment/software in the proper locations. The Provider shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment/software.

24.38 Ohio Public Records Act

Provider acknowledges that City is subject by law to responding to all public records requests. Provider shall comply with the Ohio public records laws in all respects and shall not restrict or otherwise inhibit City from complying therewith.

24.39 Patents, Copyrights and Trade Secrets

Provider shall indemnify and shall hold harmless (including reasonable attorney fees) the City, its officers, employees and agents, (the "indemnified Parties") against all liability to third parties (other than liability solely the fault of the Indemnified Parties) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights resulting from the Provider of the City's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The City will provide the Provider with a written notice of any such claim or suit. The City will also assist the Provider, in all reasonable ways, in the preparation of information helpful to the Provider in defending the City against this suit.

If a third party claim causes City's quiet enjoyment and use of any product supplied by Provider to be seriously endangered or disrupted, or, should a court order be issued against the City restricting the City's use of any product and should the Provider determine not to further appeal the claim issue, at the City's sole option the Provider shall provide, at the Provider's sole expense, the following:

1. Purchase for the City the rights to continue using the contested product (s), or
2. Provide substitute products to the City which are, in the City's sole opinion, of equal or greater quality, or
3. Refund all monies paid to the Vendor the product (s) subject to the court action. The Provider shall also pay to the City all reasonable related losses related to the products (s) and for all reasonable expenses related to the installation and conversion to the new product (s).

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24.40 Injuries or Death of Third Party

Provider agrees to indemnify and hold harmless Indemnified Parties against all losses and liabilities arising out of or resulting from all injuries or death to persons or damage to property, including theft, because of performance of work or services Provider pursuant to the Agreement.

24.41 Obligation to Provider's Employees

Provider shall indemnify and hold harmless Indemnified Parties against all liabilities arising out of Provider's failure to perform all obligations owed to Provider's employees.

24.42 FICA and Taxes

Provider agrees to indemnify the City for all sums that are due and owing to the Internal Revenue Service (IRS) for withholding FICA and unemployment or other local, state and federal taxes.

24.43 Duration of Indemnification

Provider's obligation to indemnify and hold harmless Indemnified Parties will survive the expiration or termination of this Agreement by either party for any reason.

24.44 Subcontractors

Provider shall not sublet or subcontract nor shall any subcontractors commence performance or any part of the work or services included in this Agreement without the previous written consent of the City, following the issuance of authorization permitting such subcontract. Subletting, if permitted, shall not relieve Provider of any of its obligations under this Agreement. Provider shall be and remain solely responsible to the City for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of Provider to the extent of its subcontract. Provider shall file a conformed copy of the applicable subcontract with the City. Provider and any subcontractor shall jointly and severally agree that the City is not obligated to pay or to be liable for the payment of any sums due any subcontractor. References to the Provider in this Agreement or its attachments include authorized subcontractors of Provider.

24.45 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the City enter a valid and enforceable order upon the City which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the City of a material part of its Agreement with the Provider. In the event this order results in depriving the City of materials or raising their costs beyond that defined in this Agreement, the City shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Provider. Should the Agreement be terminated under such circumstances, the City shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The City shall not be charged for such compliance beyond the costs of the annual subscriber fees, if any exits at the time this clause would take effect. The City shall not be charged for analysis,

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investigation, design, programming, conversion, deployment, or implementation of such compliance beyond the costs of the annual subscriber fees.

24.46 Control of Subcontractor, Program/Project Team and Program/Project Manager Designation

The Provider understand that the successful installation, testing, and operation of the network that is the subject of this Agreement shall be accomplished by a cooperative effort. To effectively manage this complicated process, the Provider shall designate a single representative to act as an ex-officio member of the City's Municipal Wireless Program Management Office (PMO) team and who shall have the authority to act on behalf of the Provider on all matters pertaining to this Agreement.

City shall have the right to approve all subcontractors, Account/Program/Project Manager, and staff assigned to City by Provider. In the event that an employee of the Provider is, in the opinion of the City, uncooperative, inept, incompetent, or otherwise unacceptable, the Provider agrees to remove such person from responsibility in the project. In the event of such a removal, the Provider shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Provider has designated as the representative, the Provider organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

24.47 Assignments

City and the Provider each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Provider without the prior written permission of the City' any attempt to do so without said prior permission shall be void and of no effect.

24.48 Warranty

The Provider warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase order, if applicable, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of final system acceptance. During this 12 month warranty period, the Provider shall furnish all replacement new parts, shipping costs, repaired parts, service lab or, travel costs, and other repair costs at no cost to the City. At the conclusion of the warranty period, the City will consider Provider support under a separate maintenance agreement, if appropriate.

Third Party Software/Hardware. Provider warrants that all third party software and hardware products, brands, types, etc. that this Agreement, Inc shall operate as demonstrated by Provider and as documented. Provider further warrants that it has the right to license said third party software/hardware products, brands, types, etc.

All hardware products, brands, types, etc. that Provider and Provider, Inc. are recommending sizing or other parameters for deploying shall be warranted to perform satisfactorily (defined as minimum

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99.9% uptime) for the duration of the Agreement, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics as provided by the Provider.

24.49 Warranty of Fitness for a Particular Purpose

The City has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The City has provided detailed descriptions and criteria of how the system can be defined to accomplish particular purposes of the City. The City has also defined the exact procedures and techniques to be employed in validating whether the network will meet the City's needs. Given this advanced preparation concerning, and documentation about the City's particular purpose, the Provider at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the City is relying on the Provider's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Provider warrants that the system is fit for the purposes for which it is intended as described in this document.

24.50 Resolution and Response Time Warranty

Provider warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Program Manager:

Priority 1 support issues are defined as: Mission-Critical in which network is down and undiagnosed but feared critical; situation may require the system to be suspended until a diagnosis is given.

- Response for first call time limit - within one (1) business hour
- Resolution time limit – Provider shall use its best efforts to resolve within four business hours
- If Provider and City are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Provider' support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no cost.
- Penalty for not adhering to time limits – City shall receive a three percent (3%) credit against any support fees, if applicable, per incident.

Priority 2 support issues are defined as: Critical Issue in which network is not down, but operations are negatively impacted.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Provider shall use its best efforts to resolve within one day
- Penalty for not adhering to time limits – City shall receive a three percent (3%) credit against any quarterly support fees, is applicable, per incident.

Priority 3 support issues are defined as" Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within four (4) business hours
- Resolution time limit – Provider shall use its best efforts to resolve within three (3) business days

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- Penalty for not adhering to time limits – City shall receive a three percent (3%) credit against any support fees for any paid City services, as applicable, per incident.

24.51 Final Acceptance of the Network for Intended City and Community Purposes

The network proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, system availability examination, approval of “as-built, training, and system documentation. The City and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

24.52 Standards Forms and Contracts

Any forms and contracts the Provider(s) proposes to include as part of any agreement resulting from this proposal response between the Provider (s) and the City must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. City reserves the right to accept or reject in whole or in part any form contract submitted by a provider and/or to require that amendments be made thereto, or that an agreement drafted by the City be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The City will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the City.

Note: Proposed contract terms and conditions are included in the Terms and Conditions Worksheet. Please review and complete the checklist included at the end of this section and return it with your proposal in the section where indicated.

24.53 Advertisement

Provider shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the City except on the specific written authorization, in advance, by the Chief Technology Officer, with final approval from the Chief of Communications. Provider will limit and direct any of its advertising to the City’s premises and shall make arrangements for such advertising through the Chief Technology Officer, with final approval from the Chief of Communications. Provider shall not install any signs or other displays within or without the City’s premises unless in each instance the prior written approval of the Chief Technology Officer, with final approval from the Chief of Communications, has been obtained and in conjunction with agreed to City marketing and communications which has been agreed to by both parties. Details will be worked out after the award. However, nothing in this clause shall preclude Provider from listing the City on its routine City list for matters of reference.

Provider will also develop a communications and marketing plan in conjunction with Cleveland Public Power (CPP) or other enterprise entities to increase demand.

24.54 Network Password Security

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The Provider warrants that no 'back door' password or other method of remote access into the City's portion of the network exists. The Provider agrees that any and all access to any portion of the City's network must be granted by the City to the Provider, at the City's sole discretion.

24.55 Non-Performance Escalation Procedures

In the event that the City determines the Provider is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the City shall have the right to, in the sequence shown (a) formally notify Provider of non-performance, (b) reserve the right to withhold any and all subscriber payments pending, if applicable, until the non-performance is corrected, (c) request a joint meeting of Provider and the Chief Technology Officer to attempt to resolve the non-performance, (d) require a Provider employee to be onsite at City's location until the non-performance is resolved, (e) request arbitration in City of Cleveland, Ohio per terms of the American Arbitration Association or at City's sole option, commencing suit (f) invoke the Termination clause herein.

If the City chooses to proceed with arbitration and arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsel. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten years specializing in the field of general commercial litigation and is knowledgeable about the type of network that is the subject of this agreement. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24.56 Noncollusion

Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that no person having any such interest shall be employed in the performance of this Agreement.

24.57 Video Taping

City reserves the right to video and/or audiotape any and all training sessions or deployment and maintenance sessions, whether held at City sites, Provider sites, or via teleconference. Use of such tapes shall be strictly for City staff training purposes or other purposes, i.e., marketing, as agreed to by both parties.

24.58 Major Releases/Upgrades

City shall be entitled to future upgrades within five years from formal acceptance of the network, whether of a "minor" or "major" nature, of Provider or Provider Inc. network upgrades for no additional costs in fees for the duration of the Agreement.

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24.59 Network Solution Longevity

The provider certifies the network solutions prescribed in their proposal response will remain available and supported for a minimum of ten (10) years from the time the Agreement is signed and that any material changes to provider's company or products will not affect the City's implementation or support.

24.60 Successor Network Products

In the event Provider makes available successor Provider network products ("Successor Products") with substantially similar functionality to the Provider network products currently used by the City within ten (10) years of Agreement signing, City may upgrade to the Successor Products, for no additional Provider fees. In such event, City shall pay the then-current fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

24.61 Equal Opportunity Employment/Nondiscrimination Policy

This Agreement is a "contract" and Provider is a "Contractor" within the meaning of Chapter 187 of the Codified Ordinances of the City of Cleveland, Ohio, 1976. During the term, Provider shall comply with all terms, conditions and requirements imposed on a "Contractor" in the Equal Opportunity Clause, Section 187.11 C.O., included and made part of this Agreement. A copy of this Clause shall be made part of every subcontract or agreement entered into for goods or services, and shall be binding on all persons, firms, and corporations with whom Provider may deal.

24.62 Workers Compensation

Provider shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation Law of the State of Ohio and pay such premium as may be required under those laws and to save the City harmless from any and all liability from or under the act. It shall also furnish, at the time of delivery of the Agreement and at such other times as may be requested, a copy of the official certificate or receipt showing the premiums paid.

24.63 Social Security and other Payments

Provider shall be and remain an independent contractor with respect to all Services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by wages, salaries or other remuneration paid to persons employed by Provider on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or later may be issued or promulgated under the respective laws by any duly authorized state or federal officials; and Provider also agrees to indemnify and save harmless the City of Cleveland from any contributions or taxes or liability for contributions.

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24.64 Place of Performance

Performance of the work necessary to complete deliverables for this project will be performed throughout the City. Ongoing status reviews and meetings with City staff will occur at the City's facilities.

24.65 Period of Performance

The City anticipates having the Successful Proposer set a project commencement date within 30 days of Agreement execution. The Agreement is expected to remain in effect through design, deployment, and through the period for services agreed to by the City and the Successful Provider.

24.66 Entirety

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

24.67 Severability

This Agreement shall be severable. If any part or parts of this Agreement shall for any reason be held void or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

24.68 Other City Required Contractual Terms and Conditions Compliance Checklist

Proposal responders are to mark either the Agree, Agree with Exception, or Does Not Agree column. Agree indicates the proposal responder understands and agrees to comply full. Exceptions must be fully explained on the line provided with the item and the space. The City reserves the right to reject any proposal for noncompliance with one or more of the specifications and the right to reject any proposal for any reason.

Other Contractual Contract Terms and Conditions Compliance Checklist (Check appropriate response)				
#	Title	Agree	Agree With Exception	Does Not Agree
24	Scope of Agreement			
24.1	General Conditions			
24.2	Entire Agreement Clause			
24.3	Interruption of Services			
24.4	Term			
24.5	Subcontracting			
24.6	Assignment			
24.7	Compliance with Laws and Policies			
24.8	Hold Harmless			
24.9	Indemnification and Insurance			
24.10	Notice of Cancellation			
24.11	Copy of Insurance Policy			
24.12	Certificate of Insurance			
24.13	Policy			
24.14	No Limit of Liability			
24.15	Agreement Extension and Modification Clause			
24.16	Force Majeure Clause			
24.17	Force Majeure Requisites			
24.18	120 Day Maximum			
24.19	Conflict of Interest			
24.20	Liquidated Damages			
24.21	Disputes			
24.22	Reports, Information and Audit			
24.23	Proprietary Materials			
24.24	Ownership of Property			
24.25	Warranty			
24.26	Confidentiality			
24.27	Title and Confidentiality			
24.28	Termination Clause			
24.29	Contract Documents			
24.30	Independent Contractor			
24.31	Notices Clause			
24.32	Survival Clause			
24.33	Waiver			
24.34	Applicable and Governing Law			

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Other Contractual Contract Terms and Conditions Compliance Checklist (Check appropriate response)				
#	Title	Agree	Agree With Exception	Does Not Agree
	Clause			
24.35	Incorporation by Reference			
24.36	Risk during Equipment/Software Storage and Installation			
24.37	Shipping of Equipment/Software			
24.38	Ohio Public Records Act			
24.39	Parents, Copyrights and Trade Secrets			
24.40	Injuries or Death of Third Party			
24.41	Obligation to Provider's Employees			
24.42	FICA and Taxes			
24.43	Duration of Indemnification			
24.44	Subcontractors			
24.45	Effect of Regulation			
24.46	Control of Subcontractor, Program/Project Team and Program/Project Manager Designation			
24.47	Assignments			
24.48	Warranty			
24.49	Warranty of Fitness for a Particular Purpose			
24.50	Resolution and Response Time Warranty			
24.51	Final Acceptance of the Network for the Intended City and Community Purposes			
24.52	Standard Forms and Contracts			
24.53	Advertisement			
24.54	Network Password Security			
24.55	Non-Performance Escalation Procedures			
24.56	Non-collusion			
24.57	Video Taping			
24.58	Major Release/Upgrades			
24.59	Network Solution Longevity			
24.60	Successor Network Products			
24.61	Equal Opportunity Employment/ Nondiscrimination Policy			
24.62	Workers Compensation			
24.63	Social Security and Other Payments			

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Other Contractual Contract Terms and Conditions Compliance Checklist
(Check appropriate response)

#	Title	Agree	Agree With Exception	Does Not Agree
24.64	Place of Performance			
24.65	Period of Performance			
24.66	Entirety			
24.67	Severability			

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25 COMPANY PROFILE AND FACT SHEET

The following worksheet should be completed and submitted in the section as instructed. The RFP response should use only the space provided. If there is additional information deemed relevant to the response, this should be on a separate sheet of paper immediately following this worksheet.

Company Profile and Fact Sheet	
Name of the Wireless Provider:	
Item	RFP Response
Corporate Officer:	
Title	
Corporate Address	
Phone Number	
Fax #	
Email:	
Billing Address if Different Than Above	
Year Company Established (Supply Country and State where incorporated or otherwise organized.)	
Total Annual Revenues (2006)	
Total Net Income (2006)	
Total # of Employees (2006)	
# of Years as ISP or WISP	
# of Years in Public Sector	
# of Public Sector Clients	
# of Implemented Municipalities in the U.S.	
Name of the Organization of the Responding Company and any relationships to any larger Parent	

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Company Profile and Fact Sheet	
Name of the Wireless Provider:	
Item	RFP Response
Company (if appropriate)	
List Core Competencies of the Company (Major Product Lines and % of Sales Devoted to Wireless Networks)	
Describe the overall operations of the Company, including the number and scope of other similar projects currently ongoing or set to begin in the current year.	
Provide a brief narrative description of Provider's familiarity with the Cleveland region that might be relevant to a municipal wireless broadband network.	
How many Customers are in the greater Cleveland Area (if applicable)	
Please list any special company recognitions or awards for industry leadership. List here.	
Provide any other additional information not specifically listed above which shows any experience of the company that might be relevant to meeting the City's needs for a wireless network.	
Name of the Proposed Backhaul Tier Service Provider (If Different than Respondent)	
Name of the Proposed WiFi Tier Service Provider (If Different that Respondent)	
Name (s) of Other Proposed Service Providers (List Provider and Services)	

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Company Profile and Fact Sheet	
Name of the Wireless Provider:	
Item	RFP Response
Who is your proposed Access Points Equipment Manufacturer (If Different)?	
What other Providers of Services and Goods Are Not Listed Above. Specify (Name and type of service or goods proposed).	
<u>Any Other Comments?</u> The City invites additional comments and information, which is pertinent to the response.	

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26 MBE/FBE AND SUBCONTRACTOR PROFILE WORKSHEET

The following worksheet must be completed for each City-certified MBE, FBE or other small business subcontractor proposed in the RFP response. The completed worksheets should be submitted in the designated Section of the RFP response as instructed.

MBE/FBE or Small Business Subcontractor Worksheet	
Name of the Wireless Provider:	
Name of the Proposed Subcontractor. Specify MBE, FBE or Other	
Subcontractor Name (Title)	
Address	
Phone Number	
Email	
Describe the type of services to be provided by the subcontractor?	
What is the estimated contracted value to the subcontractor? What % if this of the total investment?	
What are the core competencies of the subcontractor?	
Please list at least three client references for the subcontractor for project in similar scope and nature as the proposed project. Name, contact information and description of each project.	Client A
	Client B
	Client C
Other Notes and Comments	

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27 CUSTOMER REFERENCE INFORMATION WORKSHEET

Complete one worksheet for each referenced client and submit in the RFP response where indicated. The following worksheet should be completed for each customer reference provided. The RFP response should include at least 5 outdoor wireless network projects of comparable size and scope to this project. **Please inform your referenced customers the City may call to verify information provided on the worksheet in addition to other questions. Use one sheet per reference.**

Customer Reference Worksheet	
Name of the Wireless Provider:	
Name of the Customer	
Primary Contact Name (Title)	
Phone Number	
Email	
Type and Scope of Project, Coverage Area, # of Users	
When Was it Performed? (Start and End Dates)	
What types of services did you provide?	
Was this a public sector or government entity?	
Were you a prime or subcontractor? If the prime contractor, did you use subcontractors? If so, please list and what roles they performed.	
On a scale of 1 to 5, how would you rate the performance of your company on this project? (5 = Excellent) . What lessons were learned?	
Why did you select this customer as a reference?	
Other Comments	

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28 MUNICIPAL WIRELESS NETWORK RFP 20-YEAR INVESTMENT SUMMARY

This excel spreadsheet provides an example of how to develop the total value of the proposed solution and economic impact analysis. The RFP response should include a similar Investment schedule by clicking on the spreadsheet and using the City's requirements.

CITY OF CLEVELAND PROPOSED MUNICIPAL WIRELESS NETWORK 20-YEAR INVESTMENT SUMMARY				
Investment Item	Initial 10-Year Term	5-Year Renewal Option	5-Year Renewal Option	Total Estimated 20-Year Investment (Capital & Operating)
ONE-TIME CAPITAL INVESTMENT (First 24 Months Only)				
Citywide Wireless Network Infrastructure Build Out	\$ -	\$ -	\$ -	\$ -
Network Design	\$ -	\$ -	\$ -	\$ -
Equipment (Hardware/Software)	\$ -	\$ -	\$ -	\$ -
Deployment/Installation	\$ -	\$ -	\$ -	\$ -
Right-of-Way Procurement of City Sites and Public Spaces	\$ -	\$ -	\$ -	\$ -
Permits, Right of Way Fees	\$ -	\$ -	\$ -	\$ -
Hardware/Software Upgrades	\$ -	\$ -	\$ -	\$ -
Total Citywide Wireless Network Infrastructure Build Out	\$ -	\$ -	\$ -	\$ -
Digital Divide/Digital Inclusion Initiative Build Out	\$ -	\$ -	\$ -	\$ -
Free CLIMB/Community Technology Center (CTCs) Connectivity	\$ -	\$ -	\$ -	\$ -
Total Digital Divide/Digital Inclusion Build Out	\$ -	\$ -	\$ -	\$ -
TOTAL ONE-TIME CAPITAL INVESTMENT	\$ -	\$ -	\$ -	\$ -
RECURRING OPERATING INVESTMENT				
City Services				
Free City Worker Wireless Connectivity (~1500 Workers)	\$ -	\$ -	\$ -	\$ -

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CITY OF CLEVELAND PROPOSED MUNICIPAL WIRELESS NETWORK 20-YEAR INVESTMENT SUMMARY				
Investment Item	Initial 10-Year Term	5-Year Renewal Option	5-Year Renewal Option	Total Estimated 20-Year Investment (Capital & Operating)
Free Wireless Buildings (Recreation Centers, City Hall), Parks (~65) and Public Spaces	\$ -	\$ -	\$ -	\$ -
Free Public Parks (~65)	\$ -	\$ -	\$ -	\$ -
Free Recreation Centers (20)	\$ -	\$ -	\$ -	\$ -
Free Dedicated Safety Network	\$ -	\$ -	\$ -	\$ -
Free Citywide Virtual Community Web Services	\$ -	\$ -	\$ -	\$ -
Total Free City Services	\$ -	\$ -	\$ -	\$ -
Digital Divide/Digital Inclusion Initiative (Monthly Services)				
Low-Income Household Subsidy (At Least ~10,000 Households)	\$ -	\$ -	\$ -	\$ -
Free CLIMB/CTCs (27) Monthly Connectivity Services	\$ -	\$ -	\$ -	\$ -
Free CLIMB/CTCs Student Connectivity (~500 Students Annually)	\$ -	\$ -	\$ -	\$ -
Grant for CLIMB/CTCs Digital Literacy Grant Instructors	\$ -	\$ -	\$ -	\$ -
Total Digital Divide/Digital Inclusion Initiative	\$ -	\$ -	\$ -	\$ -
Ongoing Maintenance and Support of the Citywide Wireless Network	\$ -	\$ -	\$ -	\$ -
TOTAL RECURRING OPERATING INVESTMENT	\$ -	\$ -	\$ -	\$ -
TOTAL ONE-TIME AND RECURRING 20-YEAR OPERATING INVESTMENT	\$ -	\$ -	\$ -	\$ -

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29 COMMUNITY IMPACT BENEFITS WORKSHEET

The following worksheet must be completed to assess the economic impact of your proposal on the local economy and the public benefits to the City. Note: You are encouraged to include additional impacts not listed on the worksheet by adding to the bottom of the worksheet.

Community Impact Benefits Worksheet	
Name of the Wireless Provider:	
Name of Primary Contact (Title):	
Phone Number	
Email	
What types of Digital Inclusion Programs are offered by your company?	
Does your company have a Foundation or participate in a grant program for funding community digital inclusion initiatives? If so, please explain examples of grants offered in the past or programs.	
Is your company committed to using disadvantaged local companies? Please give examples from prior projects.	
Have you participated in any studies to measure the impact of offering broadband connectivity in the communities where you have deployed your services? If so, please explain the impact on the community.	
How many jobs do you anticipate creating during deployment and post-deployment in the City of Cleveland for the duration of the agreement?	
Given your anticipated capital and	

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Community Impact Benefits Worksheet	
Name of the Wireless Provider:	
Operating investment in the City, what portion will be available for FBE/MBE participation?	
Given your anticipated capital and operating investment in the City, what portion will be available for local small businesses? Not including MBE/FBE?	
Please describe the type of free use of the network for municipal services you are proposing. What is the estimated value of this free use for the duration of the proposed agreement?	
Please describe the type of free wireless Internet access for the public (outdoor areas and public facilities in the City) you are proposing. What is the estimated value of this free use for the duration of the proposed agreement?	
Please describe what types of programs or offerings you have available for low-income residents? This should include a description of the cost and services provided.	
What types of resources are made available by your company for implementing a joint co-marketing and co-branding program with the City and departments, such as the Cleveland Public Power (CPP) division.	
What Cleveland companies (local or national) do you have existing relationships with? Please list and describe the type of services used. As a result of this proposal what additional business will these companies realize through your	

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Community Impact Benefits Worksheet	
Name of the Wireless Provider:	
procurement? What is the estimated value of those goods and services as it relates to the local Cleveland economy?	
What other companies, i.e., equipment manufacturers or other companies will you use for this deployment and post-deployment? Can you provide the estimated value of those goods and services as it relates to the local Cleveland economy?	

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30 MUNICIPAL WIRELESS NETWORK RFP 10-YEAR TOTAL VALUE SUMMARY

This excel spreadsheet provides an example of how to develop the total value of the proposed solution and economic impact analysis. The RFP response should include a similar estimation, based on the intended investment using the City’s requirements.

Initial 10-Year Total Value of Proposed Municipal Wireless Network	
Municipal Wireless Network Build Out	10-Year Wireless Provider Investment
Infrastructure Design, Build Out & Deployment	\$ -
Digital Divide/Digital Inclusion Initiative Deployment	\$ -
Total One-Time Capital Investment	\$ -
Total Recurring Operating Investment	\$ -
Total One-Time Capital & Recurring Operating Investment	\$ -
Estimated Initial 10-Year Term Network Cost Savings	10-Year Estimated Cost Savings
Reduce T1 (~55)/T3(~2) Circuits	\$ -
Eliminate DSL Connections (~40)	\$ -
Reduce ISDN Lines (~51)	\$ -
CLIMB/CTCs Community Savings DSL (~13), T1 (~1), Cable (~2)	\$ -
Total Estimated 10-Year Network Cost Savings	\$ -

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Initial 10-Year Total Value of Proposed Municipal Wireless Network	
Plus Additional Estimated CPP Revenues (~3000 Pole Fees/Electric Draw)	\$ -
Plus Provider Capital & Operating Investment	\$ -
	10-Year Estimated Total Value
Total Investment/Cost Savings/ CPP Revenues (Proposed 10-Year Value to the City)	\$ -

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31 APPENDIX A - INTENT TO PROPOSE FORM

Any wireless provider planning on submitting a proposal **MUST** sign and submit the Intent to Bid form provided below. These forms should be sent via email to: KRoyWilson@City.cleveland.oh.us fax to (216) 664-3789. **The Intent to Propose should be received by the City no later than 5 p.m. on May 7, 2007.**

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APPENDIX A1 - INTENT TO PROPOSE FORM

Department of Finance Office of IT Planning and Review

Project: Citywide Municipal Wireless Broadband Network Infrastructure

It is the intention of _____ to submit a proposal on the
(Name of Company)

above named project for the City of Cleveland. We accept the terms, conditions, and Request For Proposal (RFP) guidelines. Our proposal will be submitted no later than 5:00 PM EST by the City's announced due date.

Signed:

Signature

Printed Name (Title)

Date: _____

Company Name: _____

Phone Number: _____ **Email:** _____

Fax # : _____

ATTENTION ALL PROVIDERS: PLEASE DELIVER or FAX THE SIGNED INTENT TO PROPOSE FORM TO (216) 664-3789 BY THE DUE DATE. FORMS WILL BE AVAILABLE AT THE MANADATORY PRE-PROPOSAL MEETING.

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32 APPENDIX A2 - GENERAL INFORMATION TRANSMITTAL FORM

The following form **General Information Transmittal Form** should be completed by the Respondent and placed at the front of the proposal. The Respondent should also submit a Cover Letter on company stationary and it should be placed after the General Information Transmittal Form.

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of your proposal.)

Legal Name of the Firm

Date

Street Address

Firm's Telephone Number

City/State/Zip

Firm's Fax Number

Type of Organization
(Corporation, Sole Proprietorship, Partnership)

Taxpayer ID Number (Federal)

Name and Title of Project Manager

Name, Title, E-mail Address, and Phone Number of Person Project Correspondence should be directed to _____

Is your firm minority or woman owned? _____ Yes _____ No

List All Subcontractors proposed, their phone numbers, MBE/FBE status and areas of responsibility (use additional sheets as required):

Name and Title of Person Signing

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33 APPENDIX B – REQUIRED CITY FORMS

All City forms are available on the City's website at

www.City.cleveland.oh.us/business_center/form

All City forms must be must be completed completely and accurately. Failure to supply the forms in accordance with the instructions may result in a rejection of the proposal. The forms are included in the Section called "Vendor Services" Go to the section called "Online Forms" to download the following **mandatory** forms, which are:

- **Non-Competitive Bid Contract Statement** – This form must be completed, signed and *notarized*. A copy is provided in this section.
- **Northern Ireland Fair Employment Practices Disclosure** – This form must be completed, and signed. A copy is included in this section.
- **Minority/Female Business Enterprises Certification Application** – This form should be used if the primary Provider is using an MBE and FBE firm that is not currently certified by the City. The firm must meet the City's eligibility criteria.
- **Provider Entry Form** – This form must be completed and submitted to become a Vendor with the City. It provides the basis of the 1099 Form. A copy is included in this section.
- **W-9 Request for Taxpayer Identification and Certification** - This form must be completed, signed by the Provider.

Please Note: If you are not a current City provider, you must submit a W9 form with your proposal.

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NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

A. The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph A. is checked, proceed to the signature line.)

B. The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

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34 APPENDIX C - OFFICE OF EQUAL OPPORTUNITY (OEO) SCHEDULES 1-6

All forms are available through the City's website at www.City.cleveland.oh.us. Go to the **Vendor Services** Section of the website to download a copy of all required OEO forms. Go to the City's website and go into the "Vendor Services" Section. Click on "Online Forms" and Click on "Notice to Bidders and Schedules" section.

All of the forms must be filled out **completely** and **accurately**. Failure to supply the forms in accordance with the instructions may result in a rejection of the proposal. Please note where notaries are required.

Go to the City's website and go into the "Vendor Services" Section. Click on "Online Forms" and Click on "Notice to Bidders and Schedules" section.

The RFP Response must include accurately completed and signed OEO Schedules 1 Through 6. A copy of the front of the PDF 15-page document and the OEO Schedules is listed below.

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**MAYOR'S OFFICE OF EQUAL OPPORTUNITY
MINORITY/FEMALE BUSINESS ENTERPRISE
CLEVELAND, OHIO**

**NOTICE TO BIDDERS
SCHEDULES**

City of Cleveland

Frank G. Jackson, Mayor

Debra Linn Talley, Director
Office of Equal Opportunity

March 23, 2006

Prepared by: Office of Information Technology Planning and Review

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**MAYOR'S OFFICE OF EQUAL OPPORTUNITY
MINORITY BUSINESS AND FEMALE BUSINESS ENTERPRISE DIVISION**

NOTICE TO BIDDERS

The Minority Business Enterprise and Female Business Enterprise (MBE/FBE) Code contained in Chapter 187 of the Codified Ordinances of the City of Cleveland, was enacted to increase the participation of Minority and Female Business Enterprises in contracts with the City of Cleveland and to encourage the employment by contractors of minorities and women in nontraditional jobs.

Pursuant to the MBE/FBE Code, certain certifications must be received from the Office of Equal Opportunity (OEO) before bids can be accepted. Each bidder shall submit with its bid: Certification of Employment Compliance, or Statement of Deemed Compliance and a Minority Business Enterprise or Female Business Enterprise or a Joint Venture Certification, as applicable, or a completed application therefor. Compliance with the provisions of the Business Enterprise Code is required for acceptable performance of the contract. Failure to comply with the Business Enterprise Code or with representations made on these forms may result in rejection of part or all of the bid or cancellation of the contract.

A. BID SCHEDULES:

The following six documents or schedules are necessary to the certification and bid process and should be acknowledged with a signature.

- SCHEDULE 1 "CONTRACT EMPLOYMENT REPORT"
Mandatory in all bid packages
- SCHEDULE 2 "PRIME CONTRACTOR'S MBE/FBE REPORT"
Minority and Female Business utilization / Required from each prime contractor
- SCHEDULE 3 "STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR"
Required for all MBE or FBE subcontractors and must be signed
- SCHEDULE 4 "APPLICATION FOR CERTIFICATION OF JOINT VENTURE"
Mandatory in the event of a MBE/FBE joint venture
- SCHEDULE 5 "MBE/FBE INABILITY/UNAVAILABILITY STATEMENT"
Mandatory in all bid packages
- SCHEDULE 6 "ALL OTHER SUB-CONTRACTORS"
Mandatory in all bid packages

Each bidder must submit a completed CONTRACT EMPLOYMENT REPORT (Schedule One), at the time of the bid. Failure to submit or sign Schedule One will rule the bid non-responsive. All participants in the contract who wish to be treated as MBEs or FBEs must submit, with the bid, a certification number. Any MBE and/or FBE joint venture must also submit an Application for Certification for Joint Venture (Schedule Four), at least (10) business days prior to the bid due date. Each prime contractor must also complete and submit the Prime contractor MBE/FBE Utilization Report (Schedule Two), Statement of Intent to Perform as a Subcontractor (Schedule Three), and the MBE/FBE Inability/Unavailability Statement (Schedule Five), for supplemental evaluation purposes. (Schedule 6) All other subcontractors must be listed on Schedule 6. Failure to submit and/or accurately complete the appropriate Schedules could result in the denial of certification sought and/or the rejection of part or all of the bid. The Schedules must be submitted in duplicate in your bid package at the time of the bid. (If a particular schedule is not applicable, the bidder **MUST STILL SUBMIT** the schedule indicating thereon, "not applicable" or "N/A," and sign it. Failure to submit the Contract Employment Report (Schedule One) on time, could result in a rejection of the bid. Failure to submit Schedules Two through Six could preclude evaluation of the bid based on the MBE or FBE utilization. Submission of incomplete, inaccurate, or inconsistent data in the schedules may lead to either a formal investigation and/or decertification of both the prime bidder and subcontractor and/or a rejection of part or all of the entire bid. The City of Cleveland reserves the right to waive any immaterial irregularities, as well as reserves the right to reject all bids for a particular project.

Any questions about the certification process or bid schedules should be directed to the MBE and/or FBE Administrator of the Office of Equal Opportunity (OEO) at 864-4152. Detailed Regulations and additional Schedules are also available upon request.

35 APPENDIX D – CITY NONDISCLOSURE CONFIDENTIALITY AGREEMENT

In order to have additional information disclosed to the Provider, the City will require the Provider to sign the City's Nondisclosure Confidentiality Statement agreement. A signed copy of this form must be included in the RFP response. The City will maintain the signed copy on file. Providers will be notified if they have made it to Round 2, at which time, additional information will be disclosed. **A copy of the Nondisclosure Confidentiality Statement is enclosed to copy, sign and return in the RFP response packet. It must be signed by an authorized officer of the company, which covers all employees, and agents of the company.**

Note: All proposed subcontractors are required to sign a separate Nondisclosure Confidentiality Statement. If you are proposing the use of subcontractors, their signed statements must be included in the RFP response.

The City will not provide any detailed information without the Nondisclosure Confidentiality Form being signed and submitted to the Office of IT Planning and Review. THERE WILL BE NO EXCEPTIONS.

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**CITY OF CLEVELAND
NONDISCLOSURE CONFIDENTIALITY STATEMENT**

WHEREAS, Mayor Frank G. Jackson has stated the Information Technology strategic priorities for this Administration, and has stated his desire to invest in IT investments which enable e-government services, close the Digital Divide in our underserved communities, increase worker productivity to improve customer service, and implement IT systems which enable City government to achieve and maintain financial stability; improve operational efficiency and effectiveness of City services; and create a work environment that is focused on providing excellent customer service; and fostering a stronger and vital economy for Cleveland and the region, and

WHEREAS, the undersigned has agreed to propose a public/private partnership to construct and operate a citywide Municipal Wireless Broadband Internet solution, in alignment with the City's IT Strategic Plan and Municipal Wireless Strategy Design, will have access to confidential and proprietary information to assist with the proposal development process, and engage in open and candid discussions concerning the City's Municipal Wireless Broadband Network strategy, technical requirements and other matters relevant to developing a proposal, and

WHEREAS, in the course of responding to the RFP for a Municipal Wireless Broadband Internet Network, the undersigned may receive confidential information from City personnel or from other members of the City, and other external entities engaged in this process, the unauthorized disclosure or use of which may cause serious and irreparable harm to the City or to any members of the evaluation and selection team,

For this reason, the undersigned agrees as follows:

All information received by the undersigned as a Provider responding to the City's RFP for a Municipal Wireless Broadband Network shall be used solely for the purpose of developing options to provide a "best in class" wireless solution for the City, and for making recommendations to optimize the use of wireless technologies to meet the City's IT strategic priorities of the City.

The undersigned shall protect and maintain the strict confidentiality of this information, and shall not discuss, communicate or transmit this information to persons who are not participating in the work of the Municipal Wireless Broadband Internet Network, the City officials, employees and other City authorized community resources working with the Municipal Wireless Evaluation and Selection Team, and the City officials who receive the report and recommendations of the Municipal Wireless Network Evaluation and Selection Team. The undersigned shall take all reasonable actions to prevent unauthorized use or disclosure of the information, and to protect the confidentiality of this information.

Agreed to by the undersigned this _____ day of _____, 2007.

By (Signature): _____

Print Name: _____

Company Name: _____

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36 APPENDIX E – COMMUNITY APPLICATIONS DIGITAL INCLUSION MODEL

In keeping with Mayor Jackson’s goal that “All Clevelanders should have access to and the opportunity to become proficient users of the Internet,” the Digital Inclusion component of the City’s Municipal Wireless Strategy is designed to achieve this goal. This section outlines the basic vision and strategies for implementing this strategic priority. It is an “application-driven” model to build digital literacy skills, while building demand for using E-Government services offered by the City of Cleveland to provide more cost-efficient and convenient services for citizens, businesses and visitors. It is designed to bring “City Hall” to the neighborhood, and close the Digital Divide gaps in our underserved communities.

By leveraging the CTC and CLIMB distribution network in the neighborhoods, citizens have access to government or other community services via wireless technology. This model was originally conceived and developed by Digital Vision, a City partner for creating a stronger online community.

The model is based on the following premises:

- The Digital Inclusion model will be applications-driven to enable citizens to use services and systems that which improve their quality of life.
- The Digital Literacy delivery component of the Digital Inclusion Initiative will leverage the current assets and training programs of the CLIMB centers.
- The digital literacy training will be delivered through the network of the City’s CLIMB centers by building basic computer proficiency skills designed to enable the students to use the City’s E-Government services.
- The E-Government applications will be built and managed by the City’s various departments and IT groups, and piloted through the CLIMB centers as “first adopters” to validate the usage and demand for the e-government applications.
- Each CLIMB centers will design their curriculum around these specific applications to drive usage while building a digital literate citizenry throughout the City to close the Digital Divide gaps.
- Overall, strategic program oversight and fiscal agent responsibilities of the program will be the responsibility of the Digital Vision Board of Directors and management.
- Implementation and program management will be done by the Executive Director of Digital Vision, in collaboration with the CLIMB centers directors.
- One of the community leaders who sits on the City of Cleveland’s IT Strategic Council will be a board member of the Digital Vision board and monitor and report progress on the deployment of the e-Government services to the IT Strategic Council as required by the City.
- The City will assist Digital Vision in securing third party funding for the CLIMB centers to provide digital literacy instruction and to become “early adopter testing labs” for new e-Government offerings.
- A Low-Income Wireless Connectivity programs will be administered using vouchers available through the CLIMB centers. Eligibility criteria will be based on the HEAP low-income guidelines and digital literacy training participation. [This may include a computer home ownership program.]

The model shown in the next three diagrams presents the vision for deploying community-based applications to improve the quality of life for citizens using the City of Cleveland’s E-Government services, i.e., applications, made available through the Internet for delivering City government services to citizens, and other constituents, including City employees.

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37 APPENDIX F - GLOSSARY OF TERMS

- **Access Point** – A device to connect to a wireless LAN using 802.11 industry standard. The Access point device on the one end is connected to a wired network and on the other end it interfaces with devices with information to and from the devices to be sent to the wired network.
- **AES** – Advanced Encryption Standard. A symmetric key encryption technique, which will replace the commonly used DES standard. AES provides strong encryption in various environments: standard software platforms, limited space environments, and hardware implementations.
- **Anchor Tenant** – A large organization that commits to using a portion of the network for user accounts.
- **Broadband** – The term means high-speed internet connections for quick web browsing, voice and video communications over the Internet. The broadband connections are typically on all the time, which eliminates the need to dial into an Internet Service Provider (ISP).
- **Cleveland Public Power (CPP)** – This is the City-owned and operated utility for electric service serving the Greater Cleveland area. The light pole assets are owned and operated by CPP. CPP has been operating since 1906 and is the largest municipal power company in the State of Ohio and the 35th largest in the nation. Boasting one of the most modern power systems, our reliability is rated at 99.99%. Because CPP is a municipal electric company, operating only in the City of Cleveland, the owners are also the customers - the citizens of Cleveland. That means, CPP's not-for-profit rates directly impact each user in the form of lower electric bills every month.
- **Communications Equipment** – This term means the equipment, including without limitation radios, antennae, gateways, wires, cables, fibers, filters, amplifiers, and other equipment, and switching, processing, monitoring, transmission and distribution components of the wireless provider's broadband wireless system, as approved by the City's Cleveland Public Power, and other local, state or federal guidelines and regulations, for mounting on poles in the Public Right of Ways.
- **Customer Premises Equipment (CPE)** – This means radio communications equipment used at the end user's location to enable or improve the reception of a wireless radio signal. This is often located at the home or business or another locale primarily to extend the wireless network indoors for the user.
- **Dark Fiber** – Dark fiber is a term used to reference unused fiber or fiber that has not been "lit" to be used by end-user applications. Dark Fiber, when lit, is dedicated to a single customer. Typically, a number of organizations, such as governments, schools, hospitals, universities, businesses, get together to fund and build a fiber network. The customer is responsible for attaching telecommunications equipment and lasers to "light" the dark fiber. Upfront costs can be high to purchase dark fiber.
- **Digital Inclusion Product** – This term refers to providing Access Services with a minimum average symmetric throughput of one (1) Mbps that is discounted for the purpose of expanding the number of users accessing the Network for customers who are traditionally in lower-income households and cannot afford access to the technology.
- **Ethernet** – The term is a data transfer protocol for Local Area Networks (LANs)
- Frequency (RF) bands of the spectrum, namely 2.4 GHz and 5 GHz.
- **Fixed Connectivity** – The term **Fixed** refers to a service that supports broadband connectivity by a stationary subscriber at a single, designated location
- **Gbps** – A measure of broadband capacity for a Giga (Giga = 2 to the thirtieth power = 1,000,000,000) bits per second of the broadband capacity. A 10 Gbps broadband capacity and transfer 1,000 novels worth of data in one second. The entire Matrix movie can be downloaded in 40 seconds as compared to 25 hours for a DSL modem connection at (512k bps) or 1 million one-page essays can be transferred per second. 19
- **IRU** – The term means "Indefeasible Right of Use" and is what a customer gets when purchasing fiber. An IRU is a typically a 20-year ownership for the dark fiber from the Carrier or owner.
- **Internet Service Provider (ISP)** – An ISP provides broadband access and usually can assist with setting up and maintaining a broadband connection for the subscriber, i.e., customer. Broadband providers are anyone who owns or has access to optical fiber cables. These are typically telephone companies, cable companies, and other holdings companies, e.g., Time Warner, MCI, EarthLink, AT&T/Yahoo DSL, Google,

19 Source: Stan Ahalt, Executive Director, Ohio Supercomputer Center, Broadband Retreat, Feb. 15, '07.

and others. They have residential and commercial customers and provide different speeds and services depending on the type of customer.

- **Last Mile** – This term refers to the telecommunications technology that connects the customer’s home or business office directly to an ISP or Broadband Provider, such as a T-1, Cable Modem, or DSL Modem connection. The major challenge comes from a good and affordable connection for the Last Mile.
- **Level 1 Service** – This means customer service to respond to, diagnose, and attempt to resolve issues raised by end users through one-on-one interaction between the end users and help desk or support representatives via all of the following at the customer’s option: telephone, email, and on-line chat. This level typically provides unlimited access to online manuals and training guides.
- **Level 2 Service** – This means customer service provided to an end user customer if a complaint cannot be addressed to the customer’s satisfaction through the Level 1 customer service and the issue must be escalated to a supervisor. This level of support typically provides unlimited phone and email support for resolving technical issues from skilled technical support staff. . In addition, to all software updates, unlimited access to online manuals and training programs.
- **Level 3 Service** – This means customer service and network monitoring provided to the Provider and any other service providers by a Network Operations Center (NOC), provided this does not include any contact with Subscribers. This level of support typically provides for unlimited repair or replacement coverage. For the life of the equipment, software or system, you receive unlimited phone and email support plus software updates and unlimited access to online manuals and training guides. It is the highest level of support, which may extend into the developers and manufacturers of equipment to resolve the most difficult of problems.
- **Mbps** – This term is used to measure the throughput capacity of the broadband pipe, expressed in bits per second (bps). Mbps means a Million (mega = 2 to the twentieth power = 1,000,000) bits per second.
- **Municipal Facilities and Assets** – This means street light poles, traffic poles, towers, rooftops, or any other structures owned or controlled by the City.
- **Municipal Access Services** – This term is used for any Access Services for municipal use provided to the City by the wireless provider for the use of the City or its other authorized designated users.
- **Network** – This means a wireless broadband Internet access network deployed throughout the City.
- **Nomadic** – The term **Nomadic** refers to a service that supports broadband connectivity by a stationary subscriber at a variety of locations throughout the City.
- **Open Access** – The commitment of the network operator to provide access to its wireless broadband Internet access transport services to multiple unaffiliated Service Providers. It has the following characteristics: Fair and Equal Access to multiple providers to deliver services to retail customers, Wholesale Access for wholesale bandwidth or peering access to the network, No Blocking; Customer Support as contracted and Operations Support as contracted between the parties.
- **Optical Fiber** – The fiber provides a physical connectivity between two ends using light as a communication mechanism and uses “Total Internal Reflection” principle to propagate light through the fiber. It is composed of long and thin strands of pure glass about the diameter of human hair and is arranged in bundles.
- **Occasional Use Service** – This is typically referred to wireless service extended to temporary users who subscribe to access service for a finite time period of less than a month, such as an hour, a day or a week. This level of service is designed for the visitor, tourist or business guest to the City.
- **Perimeter Room** – Refers to a room within a building that has at least one wall facing a public street.
- **Portable** – The term **Portable** refers to a service that supports broadband connectivity by an in-motion subscriber at a variety of locations throughout the City
- **Point of Presence (PoP)** – Is a term used to reference a physical location where telecommunication lines meet.
- **Portable Broadband** – Refers to a service that provides Internet access for an in-motion subscriber at a variety of locations throughout the City.
- **Respondent** – refers to a prime bidder to this RFP.
- **Retail Access** – refers to Network access provisioned to end consumers and businesses.
- **Router** – Is a physical device in a network that directs packets of information to their intended destinations. The packets can contain voice, data, files, video, image or other media. Routers come in all types of sizes, from small for home networks to large backbone networks.
- **Public Rights-of-Way** – This means the area in, on, upon, above, beneath, within, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, spaces, and boulevards within the

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geographic area of the City in which the City now or hereafter holds any property interest, which is dedicated to public use.

- **Roaming** – This term means a type of capability required for continued network Access Service that is temporarily extended to subscribers of a service provider to use outside of the subscriber’s original service area.
- **Service Provider** – refers to any organization, whether affiliated with the selected Respondent or not, who markets, sells and/or supports services over the Network.
- **Service Set Identifier (SSID)** – The SSID is a sequence of up to 32 letters or numbers that is the ID, or name, of a wireless local area network. The SSID is set by a network administrator. For open wireless networks, the SSID is broadcast to all wireless devices within range of the network access point (s). A closed, non-public wireless network usually does not broadcast the SSID, requiring users to know the SSID to access the network.
- **Third Frontier Network** – This is the major broadband initiative for the State of Ohio. It refers to a dedicated high-speed fiber-optic network linking Ohio colleges and universities with research facilities to promote research and economic development. It involves over 1,600 miles of fiber, which has been purchased, to create the network backbone in Ohio to connect colleges and universities, K-12 schools, and communities together. It is funded by the Ohio Board of Regents and operated by OSCnet/Ohio Supercomputer Center.
- **Walled Garden** – with regard to the internet, refers to exclusive or managed set of information services from specific web pages.
- **Wholesale Access** – refers to Network access provisioned to retailers, institutions, or other entities in bulk for resale or consumption.
- **Wholesale Price** – The price at which the network operator provides access for affiliated and unaffiliated service providers to sell. Wholesale prices should allow unaffiliated service providers to compete on equal footing with affiliated service providers.
- **WiMax** – Worldwide Interoperability for Microwave Access. WiMax is a new interoperable radio standard based on the IEEE 802.11e wireless standard. WiMax is referred to in this document to mean IEEE 802.16 wireless standard for Metropolitan Area Networks that can support wireless broadband connectivity.
- **WiFi** – means Wireless Fidelity for communicating without the use of wires using an industry standard. WiFi is the certification of interoperability for equipment based on the IEEE 802.11 b or g technical standards. WiFi is the global license-free wireless standard found today in most new laptops. WiFi operates in two distinct Radio\
- **Wireless LAN** – A term used where devices, e.g., printers, computers, communicate with each other without using wires.
- **Wireless Protected Access 2 (WPA2)** – is the follow on security method to WPA for wireless networks. Based on the ratified IEEE 802.11i standard, WPA2 provides government-grade security by implementing the National Institute of Standards and Technology (NIST) FIPS 140-2 compliant AES encryption algorithm and 802.1 X-based authentications.
- **802.11** – This term refers to the IEEE Standard used by the industry for providing wireless access. The 802.11 wireless access require an “Access Point” to connect and send information back and forth throughout the network. The most popular 802.11 versions are:
 - **802.11b** (used for WiFi connectivity and provides 11 Mbps transmission rates in the 2.4 GHz radio frequency band for lesser number of devices accessing the wireless network over shorter distances)
 - **802.11g** (used for WiFi connectivity and provider 20+ Mbps transmission in the 2.4 GHz radio frequency band for relatively large number of devices accessing the wireless network over longer distances)

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