

CITY OF LORAIN

and

BOARD OF EDUCATION FOR THE LORAIN
CITY SCHOOL DISTRICT

REQUEST FOR PROPOSALS
September 16, 2021

for

**Design, Construction, and Operation of
Wireless Broadband Network**

RESPONSES DUE: OCTOBER 19, 2021

1. INTRODUCTION

1.1. Project Vision

This Request for Proposal (“RFP”) has been issued in order to receive proposals from qualified high technology companies who are willing and able to design, build, finance, operate, manage, and maintain a wireless broadband network that will provide high-speed broadband services to residents of the City of Lorain and the Lorain City School District. The City of Lorain is an Ohio municipal corporation with approximately 63,597 residents and over 6,000 students enrolled in the public schools.

It is the vision of the City of Lorain (the “City”) and the Board of Education for the Lorain City School District (the “District”) to strengthen and improve the educational services and available informational technology resources in the City of Lorain by constructing a wireless broadband network that will deliver reliable internet access services for all students who are enrolled in the Lorain City School District. Both the City and the District therefore are jointly issuing this Request for Proposals with the goal of finding a suitable partner who can design, construct, and operate a wireless network that will achieve this important public policy goal.

1.2. Goals and Objectives

In issuing this RFP, the City of Lorain and the Lorain City School District are looking for qualified high technology companies to make detailed proposals relating to the design, construction, financing, operation, management, and maintenance of a wireless broadband network in a manner that consistent with the following goals and objectives:

Universal Access: All residents in the City of Lorain and all students of the Lorain City School District should have access to reliable broadband services.

Affordability: The broadband services should be priced at a level that is affordable to the students who are enrolled in the Lorain City School District.

No New Taxes or Assessments: The design, construction, and operation of the wireless broadband network will not be funded by any new taxes or special assessments.

In this regard, this RFP contemplates that the wireless broadband network would be constructed by the Lorain City School District through the use of federal funds provided by Congress through the Coronavirus Aid Relief, and Economic Security (CARES) Act for the Elementary and Secondary School Emergency Relief Fund (ESSER Fund). Signed into law on March 20, 2021, the U.S. Department of Education awarded these grants -to State educational agencies (SEAs) for the purpose of providing local educational agencies (LEAs), including the Lorain City School District, with emergency relief funds to address the impact that COVID-19 has had, and continues to have, on elementary and secondary schools across the Nation.

While the ESSER funding is available to pay for the design and construction of the wireless fiber network, it is envisioned that the operation and maintenance of the wireless network would be funded through the collection of fees charged to end users, while ensuring that the services remain affordable and accessible to all students who are enrolled in the Lorain City School District.

A successful Respondent should describe the Respondent's plan for (i) design, construction, and installation of the wireless network and related improvements based upon the timetables and requirements set forth in this RFP; (ii) any financing plans or other financing arrangements; (iii) the operation, management, and maintenance of the wireless network, including a description of the type, quality, speeds, and costs of broadband services to be provided for residential and business customers; and (iv) the terms and conditions for the leasing any portions of the network to internet service providers or other end users. It is Respondent's obligation to ensure that all proposals are in compliance with Ohio law.

1.3. Description of Proposed Wireless and Fiber Optic Network.

The proposed wireless network would be a carrier grade Wi-Fi access network that provides high-speed coverage throughout the City of Lorain and the Lorain City School District. The wireless network will use outdoor infrastructure that is located in the right-of-way owned by the City of Lorain, on traffic signals and streetlights owned by the City of Lorain, and on other mounting assets that may be negotiated with other third parties. The proposed wireless network should be installed and operational within one year from the effective date of any contract that may be negotiated with any Respondent(s).

2. GENERAL INSTRUCTIONS AND SCHEDULE OF EVENTS

2.1. Invitation

The City of Lorain and the Lorain City School District invites Respondents to submit written proposals for the design, construction, and operation of the wireless network set forth in this RFP. Proposals are solicited in accordance with the terms, conditions and instructions set forth in this RFP. In addition to any terms and conditions set forth herein, the RFP shall be deemed to include any Addendum issued after the issuance of this RFP and any other additional information posted on the School District's website, <https://www.lorainschools.org/RFPs.aspx>. All Respondents shall be deemed to have notice of any Addendum and other information posted on the School District's website, <https://www.lorainschools.org/RFPs.aspx>.

The City of Lorain and the Lorain City School District is issuing this Request for Proposals in order to receive proposals from Respondents who are willing and able to provide services in accordance with the requirements of this RFP and who are willing to work with the City and the District towards the negotiation of the following agreements: (a) a design and build contract; and (b) an operation, maintenance, and management agreement. Any proposed contracts or agreements with the City of Lorain and/or the Lorain City School District are subject to the review and approval of the Lorain City Council and/or the Board of Education of the Lorain City School District and must otherwise comply with Ohio law.

The City and the District reserves the right to reject any and all Proposals, at any time and for any reason or for no reason, and to reject any proposals that do not meet the qualifications outlined in the RFP or any addenda to the RFP. The City and the District further reserve the right to reject all proposals if they determine, following consideration of the proposals received, that they do not intend to enter into any contracts at this time.

The City and the District shall not be responsible or liable for any costs incurred by any Respondent in preparing and submitting its Proposal or otherwise incurred in connection with any related undertaking by any recipient of this RFP.

2.2. Submittal Procedures

Respondents may submit additional questions concerning the RFP no later than Thursday, October 7, 2021, at 4:00 PM EDT. Questions must be submitted in writing in accordance with Section 2.3 of this RFP. Responses to any questions that are timely received will be posted on the School District's website, <https://www.lorainschools.org/RFPs.aspx>, on or before Thursday, October 14, 2021, at 4:00 PM EDT.

All completed responses to this RFP, along with any supporting materials or items, shall be electronically submitted with the City of Lorain on or before **Tuesday, October 19, 2021, 1:00 PM EDT**, in accordance with the submittal instructions set forth in Section 2.2.3 of this RFP and on the District's website, <https://www.lorainschools.org/RFPs.aspx>.

2.3. Deadline for Electronic Submission of Proposals

On or before 1:00 PM EDT on Tuesday, October 19, 2021, Respondent shall electronically deliver any proposals, along with all materials and other items supporting any proposals, to the City of Lorain and the Lorain City School District via the individualized Dropbox folder established via the District's website, <https://www.lorainschools.org/RFPs.aspx>. Instructions for creating a Dropbox folder and electronically submitting any materials shall be available at the District's website, <https://www.lorainschools.org/RFPs.aspx>.

All materials comprising or supporting the Respondent's Proposal must be electronically submitted via the individual Dropbox folder established on the District's website, except for any physical samples of products, equipment, etc. that cannot be transmitted or submitted electronically via the Dropbox folder.

If any items cannot be electronically submitted via the Respondent's Dropbox folder for any reason, then they should be delivered to the attention of the Administrator for the Lorain City School District, 2601 Pole Avenue, Lorain, Ohio 44052, no later than 1:00 PM EDT on Tuesday, October 19, 2021.

To be assured of timely consideration, proposals and all supporting materials and items must be electronically submitted to and received by the Lorain City School District no later than 1:00 PM on Tuesday, October 19, 2021. Respondent may submit its proposal at any time prior to the deadline.

The time for the electronic receipt of all Proposals will be determined solely by the time-stamp recorded for Respondent's submittal of the information via the Dropbox folder. It is the Respondent's sole responsibility to ensure that the Proposal is timely submitted and received, as required by this RFP.

2.4. Communications with Employees of City of Lorain and the Lorain City School District.

All questions and requests for additional information must be submitted in writing to the City of Lorain via the individual Dropbox folder that each Respondent should establish by following the instructions of the District's website, <https://www.lorainschools.org/RFPs.aspx>. Questions will not be collected or answered by any other means, including telephone. Questions will be answered and posted on the website, <https://www.lorainschools.org/RFPs.aspx>. A Respondent that deviates from any of these restrictions may be subject to disqualification from the RFP process.

2.5. Addenda & Modifications

If it becomes necessary to change the RFP or the RFP process and/or to clarify, interpret, or expand upon any part of this RFP, a notification will be posted on the District's website, <https://www.lorainschools.org/RFPs.aspx>, along with a link to download the addendum document. The City of Lorain does not assume responsibility for the receipt or delivery of any notices or addenda that may be posted on the District's website. All Respondents shall be deemed to have notice of any and all information posted on the School District's website, <https://www.lorainschools.org/RFPs.aspx>.

The Addendum to this RFP may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent by potential Respondents in accordance with the requirements of Section 2.2 herein.
2. Responses to questions and requests for clarification raised by the deadline for submission of questions.
3. Additional terms for any contracts for the design and construction of the wireless network and for the operation and maintenance of the wireless network.

All addenda, amendments, clarifications, and interpretations to this RFP shall be in writing and shall be posted on the District's website, <https://www.lorainschools.org/RFPs.aspx>. Any clarification, amendment, or interpretation of this RFP that is not in writing is not legally binding and should be relied upon in responding to this RFP. Any information that may have been received before or after receipt of this RFP from any officers, employees, attorneys, agents, consultants, or representatives of the City of Lorain or the Lorain City School District, and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should not be relied upon in preparing responses.

2.6. Examination of Documents and Requirements

Each Respondent will carefully examine all RFP documents and addenda and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP. Before submitting a proposal, each Respondent will be responsible for making all investigations and examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations will not relieve the Respondent from the obligation to comply with the requirements of the RFP.

2.7. Evaluation and Selection Process

2.7.1. Proposal Evaluation

After all proposals have been submitted, the designated representatives of the City of Lorain and the Lorain City School District (hereinafter referred to as the “RFP Review Committee”) shall review and study all Proposals submitted based upon the evaluation criteria set forth in Section 2.7.2 of this RFP. In undertaking its work, the RFP Review Committee may seek assistance from outside consultants, accountants, attorneys, engineers, or other third parties.

The evaluation process will include verification of performance contracting references, verification of project team resumes, confirmation of financial information, and other information that may be available through investigation or reasonable inquiry.

During the evaluation process, the RFP Review Committee may elect to conduct interviews with one or more of the Respondents. The option of whether or not to conduct interviews rests solely with the RFP Review Committee, and the City and the District shall not be responsible for any expenses incurred by Respondents as a result of any request for an interview.

2.7.2. Evaluation Criteria

The RFP Review Committee will review Respondent’s Proposal based upon the following criteria:

	Criteria	Maximum Point Value
1.	Value and Cost Factors	25
2.	Professional and Technical Competence	15
3.	Deployment Strategy and Plan	20
4.	Financial Capability	10
5.	Locally-Based Operations	5

6.	Compliance with RFP's Requirements, etc.	5
7.	Level of Creativity and Innovation	15
8.	Absence of Conflicts of Interest	5
		Total: 100

A description of the foregoing criteria is set forth more fully below.

1. Value to the City, School District, and Customers

The RFP Review Committee will evaluate this factor based upon the proposed amount and type of benefits and the proposed rates and terms for municipal usage of the network, as demonstrated in response to the requirements defined in this RFP. In so doing, the RFP Review Committee will consider the following:

- (a) An affordable rate structure available for customers and users of wireless network.
- (b) The estimated costs of constructing and operating the wireless network.
- (c) Any potential sources of revenue that may be available to offset the costs of operating, maintaining, and managing the network.

2. Professional and Technical Competence

The RFP Review Committee will review all Proposals to determine whether all aspects of each Proposal can be reasonably implemented by the Respondent and the Respondent's Team. The RFP Review Committee will consider the ability of the Respondent and Respondent's Team to provide the services described in the RFP, including the capacity to achieve the project goals, objectives, and scope of services described in this RFP. Among other things, the DPS shall consider the following factors:

- (a) Respondent's professional qualifications and the specialized experience of Respondent and Respondent's Team for wireless broadband projects of similar scope and magnitude;
- (b) The past and current performance of the Respondent (and Respondent's team members) on other contracts in terms of quality of services and compliance with performance schedules.

In this regard, the RFP Review Committee may solicit additional information about the Respondent's record of performance from current and/or previous clients or other sources.

3. Deployment Strategy and Plan

The RFP Review Committee will grade the Respondent on the timeliness, reasonableness, and feasibility of the proposed deployment plan, and the Respondent's approach to ensuring adequate coverage to the requested area. Other determining factors may include the quality, comprehensiveness, and adequacy of the proposed approach to developing and implementing the deployment strategy. The RFP Review Committee will review each proposal for the Respondent's understanding of the objectives of the services and how these objectives may be best accomplished. Each Respondent will be evaluated on its overall strategy, methodology, timetable, and approach to meeting the RFP's goals and requirements.

4. Financial Capability

The RFP Review Committee will consider the financial condition of Respondent and the Respondent's Team, and the financial viability of any plans or strategies to finance any part of the design, construction, operation, management, and maintenance the wireless and fiber optic network. Respondent should demonstrate that they have sufficient financial support or adequate capital to initiate and complete all obligations of the Respondent under the Proposal. Successful proposals must show adequate resources to complete all such obligations within the proposed timeframes.

5. Locally-Based Operations

The RFP Review Committee will consider Respondent's staffing plans, including local availability and proximity of Respondent's key personnel to the City of Lorain, and whether Respondent intends to base its operations in Lorain. Locally-based operations are preferred.

6. Compliance with RFP's Requirements And Other Laws, Ordinances, and Statutes

The RFP Review Committee will consider the degree to which proposals are compliant with the requirements of this RFP and all other laws, ordinances, and statutes governing the Project. All proposals should comply with the requirements of federal and state law, including all applicable federal and state laws relating to the following:

- (a) All applicable federal and state wage and hour laws.
- (b) All applicable federal and state laws relating to workers' compensation, unemployment compensation, and taxation.
- (c) All federal and state prohibiting discrimination in employment.
- (d) All applicable health and safety laws and regulations.
- (e) All applicable environmental laws and regulations.

As part of designing and constructing the wireless network, the Selected Respondent will bear the full risk of site and local conditions (including unusual and/or unexpected conditions) at locations where any work is to be performed.

7. Level of Creativity and Innovation

The RFP Review Committee will consider the degree of creativity and innovation in the Respondent's Proposal. We are seeking innovative technical solutions for deploying the wireless networks and innovative business relationships with the private partners. Respondents will be evaluated on the level of creativity and innovation of their technical and business proposals.

8. Conflicts of Interest

The RFP Review Committee will consider any information regarding Respondent, including information contained in the Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the procurement process.

2.7.3. Contract Negotiations

Once the initial evaluation process has been completed, the City and/or the District may elect to initiate contract negotiations with one or more of the preferred Respondents. The option of whether or not to initiate contract negotiations with one or more of the Respondent rests solely with the City and/or the District. If the City and/or the District elects to initiate contract negotiations with any Respondent, such negotiations can involve changes in the City's requirements or the Respondent's Proposal, which could, by their nature, affect the basis of selection. The Respondent shall remain solely responsible for all expenses incurred during any contract negotiations.

At any time and for any reason, the City and/or the District may elect to terminate discussions or negotiations with any Respondent, while continuing discussions or negotiations with other Respondents, or to conclude discussions or negotiations with all Respondents. Moreover, during the negotiation process, the City and/or the District reserve the right, at any time and from time to time, to:

1. Request clarification or additional information from any Respondent.
2. Waive immaterial defects or minor irregularities in responses.
3. Modify, remove, or add requirements to the RFP and suspend or re-open the RFP process.
4. Separate services and consider proposals by different Respondents.
5. Terminate negotiations and cancel all further proceedings.

If any agreements or contracts have been negotiated with one or more successful Respondents, they will be submitted to the Lorain City Council and/or the Board of Education for the Lorain City School District for review and approval. The terms and conditions of any agreements or contracts that may be negotiated with any Respondent(s) are subject to the review and approval of the Lorain City Council and/or the Board of Education, which shall make the final decisions, in their sole and absolute discretion, on whether to enter into any contracts or agreements and with respect to the terms and conditions of any contracts or agreements. The Lorain City Council and/or the Board of Education for the Lorain City School District shall have the right to reject any proposal or contract at any time and for any reason, and to reject any proposal or contract, in whole or in part, at any time and for any reason, and/or to modify or amend any contracts or agreements that may be negotiated with any Respondent(s).

2.8. Additional Terms, Conditions, Limitations and Exceptions

A. This RFP does not commit or bind the City of Lorain or the Lorain City School District to enter into any contracts or agreements, issue any purchase orders, or to pay any costs incurred in the preparation or submission of any bids or proposals in response to this RFP. The City of Lorain and the Lorain City School District reserve the right to terminate this RFP solicitation at any stage if determined to be in the best interests of the City or the District. The receipt of proposals or other documents will in no way obligate the City of Lorain or the Lorain City School District to enter into any contracts or agreements of any kind with any party.

B. The City of Lorain and the Lorain City School District shall not be responsible for any costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or of participating in any site visits, oral presentations, negotiations, or any other costs incurred by Respondent related to the development and submission of the information requested by this RFP. By submitting materials in response to this RFP, Respondent agrees that any cost incurred in responding to this RFP, or in support of the activities associated with this RFP, any response whether or not resulting in a Proposal, and any efforts of the Respondent in connection with this transactions contemplated by this RFP, shall be borne solely by the Respondent and cannot be billed to City of Lorain or the Lorain City School District.

C. All materials submitted in response to this RFP will, upon receipt, become the sole property of the Lorain City School District may become part of any contract(s) relating to this RFP, regardless of whether submitted by the contracting party.

D. The materials submitted in response to the RFP may be subject to disclosure under Ohio's Public Records Act, R.C. 149.43. To the extent a Respondent submits any documentation or information that it considers trade secret, proprietary or confidential information, then Respondent shall make the appropriate designation(s) in accordance with Section 5.1 of this RFP.

E. The City of Lorain and the Lorain City School District shall not be liable for any damages, costs, or losses incurred from the disclosure of any materials to third parties, or if any RFP proposals or other materials are obtained by other third parties without the written consent of the Respondent at any time during the proposal evaluation process.

F. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any individual, employee, subcontractor, consultant, or representative of the City of Lorain and/or the Lorain City School District.

G. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

H. All proposals submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.

I. The RFP and the related responses of the Selected Respondent may by reference become part of the formal agreement(s) between the Selected Respondent and the City of Lorain. In the event an agreement cannot be reached with the Selected Respondent, the City of Lorain and the Lorain City School District reserve the right to select an alternative Respondent and the right to negotiate with the selected and/or alternative Respondent(s) the exact terms and conditions of the contracts.

J. Respondent, its authorized representatives, and its agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a proposal is submitted to the City of Lorain and/or the Lorain City School District.

3. PROPOSAL FORMAT AND REQUIRED CONTENT

3.1 Certification of Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the noncompliant proposal. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

Respondent shall include with its Proposal a signed copy of the Certification form attached as Exhibit A, which shall certify that (1) the Respondent has received and reviewed all information in this Request for Proposals, any Addenda thereto, and any other information posted on the District's website, <https://www.lorainschools.org/RFPs.aspx>, and (2) that the Proposal is authorized and accurate on behalf of Respondent. An electronic signature or copy of a signature may be submitted in lieu of an original signature. Respondent may be required to submit a Certification form with an original signature, if asked to do so.

3.2 Required Content for Proposals

3.2.1. Cover Letter of Introduction and Executive Summary

Respondent must submit a letter of introduction and an executive summary of the Proposal. The letter of introduction must be authored by a person authorized by Respondent to obligate the Respondent and Respondent's Team to make the commitments contained in the Proposal. Submission of the letter will constitute a representation by the Respondent and Respondent's Team that they are willing and able to perform the commitments contained in the proposal.

The Executive Summary will explain Respondent's understanding of the RFP's intent and objectives and how Respondent's Proposal would achieve those objectives, especially those objectives outlined in Section 1.2 of this RFP. The summary must discuss Respondent's plan for implementing and monitoring the wireless broadband services; approach to project management; strategies, tools and safeguards for ensuring performance of all required services; equipment, software and firmware considerations; training and ongoing support; and any additional factors for the RFP Review Committee's consideration. The Executive Summary also should provide the following information:

- A. Indicate the number of years the Respondent has been in business, and provide an overview of the experience and background of the entity and the key personnel committed to this project.
- B. Identify the legal name of the Respondent, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and its federal tax identification number.
- C. Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- D. Identify all participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately. If Respondent has a prime contractor / subcontractor relationship with any third party, then information regarding the role, involvement, and experience of all members of Respondent's Team shall be required for any entity that shall perform a significant portion of the work.

3.2.2. Additional Company Profile Information

In addition to the information in Section 3.2.1, Respondent shall provide the following additional information:

- A. Name, mailing address, email address, telephone number and fax number of the primary contact person for each member of Respondent's Team;
- B. A brief description of Respondent and each member of Respondent's Team, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
- C. Respondent must furnish a resolution or some other form of authority, which lists the specific officers who are authorized to execute agreements on behalf of the Respondent and the members of Respondent's Team;
- D. Respondent shall provide financial details demonstrating its financial capacity to undertake and complete the project as proposed, which will include;
 - (1) A current audited statement of financial condition and financial statements for the two (2) prior years prepared by an independent certified public accountant and a non-audited statement for the most recent quarter end with a comparable statement for the prior year. Respondents that are comprised of more than one entity must include financial statements for each entity.
 - (2) A list of other business pursuits of similar size and scope to this RFP in which Respondent or the members of Respondent's Team have been involved;
 - (3) A statement disclosing any state or federal bankruptcy or insolvency proceeding that Respondent, or any member of Respondent's Team, has filed or with which Respondent or any member of Respondent's Team has been involved;
 - (4) Electronic copies or Internet links to the most recent Form 10K filed by the Respondent, or any member of Respondent's Team, with the U.S. Securities and Exchange Commission, if applicable;
 - (5) Electronic copies or Internet links to all Form 8Ks filed by Respondent, or any member of Respondent's Team, since the filing of the most recent 10K, if applicable.
- E. Respondent and Respondent's Team shall demonstrate an ability to remain economically viable for a minimum of 10 years and provide a detailed investment strategy to upgrade the network over time to meet future needs.
- F. Respondent shall provide suitable references (preferably at least 3, and preferably from municipalities) relating to other contracts of similar scope and magnitude as described in this RFP performed by the Respondent and/or Respondent's Team,

including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project and use the reference form attached as Exhibit B. If Joint Venture Partners are proposed, provide references for each. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- (1) Customer name, address, contact person name, email address, and telephone number.
 - (2) Description of services and how they are similar to the services outlined in this RFP.
 - (3) Nature and extent of Respondent's involvement as the prime contractor.
 - (4) Identify services, if any, subcontracted, and to what other company.
 - (5) Total dollar value of the contract.
- G. Provide a chronological history of all mergers and/or acquisitions involving Respondent and Respondent's Team members, including all present and former subsidiaries or divisions and any material restructuring activities, or any bankruptcy or insolvency proceedings, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.
- H. Respondent also should provide the following additional information:
- (1) Describe any strategic changes that Respondent or any members of Respondent's Team have undertaken in recent years, such as businesses acquired or divested, reorganizations, etc.
 - (2) Describe your ownership structure. Identify your board of directors, indicating "inside" and "outside" members.
 - (3) Indicate whether any conflicts of interest would arise if Respondent or any members of Respondent's Team entered into any contracts or agreements with the City of Lorain;
- I. Respondent must provide a summary of the professional qualifications and experience of key personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:
- Title and reporting responsibility

- Proposed role in this project, including the functions and tasks for which they will have prime responsibility, including any areas of secondary responsibility, if appropriate
 - Pertinent areas of expertise and past experience
 - Base location (local facility, as applicable)
 - Resumes or corporate personnel profiles which describe their overall experience and expertise.
- J. In addition to the foregoing, the City may solicit relevant information concerning Respondent's record of past performance from previous clients, including the City of Lorain, or any other available sources.

3.2.3. Solution Description

Each Respondent should provide information on your proposed solution to address the following:

- A. A description of the solution that is being proposed to meet the requirements stated in Section 4. Respondent will enumerate its responses according to the outline in this Section.
- B. A description of the Respondent's financing strategy for the project, including an explanation, if necessary, about how the financing proposal complies with Ohio law.
- C. As long as the aforementioned solution requirements are met, Respondents may propose an alternative or secondary solutions for consideration.

3.2.4. Deployment Plan

Respondent will provide a deployment plan with high-level tasks for deployment over a proposed period of time. Respondent will also describe the project management methodology that will be used to execute on the deployment plan.

Respondent must include a comprehensive and detailed description of the process by which it will provide the Services as described in this RFP. The Respondent will provide a detailed marketing and customer acquisition model and comprehensive return on investment calculation to be evaluated by the DPS.

A. Project Timeline

All responses should reference the anticipated timeline for this project. As previously discussed, it is the City's expectation that Carrier Grade Wi-Fi coverage for all of the City of

Lorain and the Lorain City School District shall be operational within one year from the effective date of any contract that may be negotiated with a successful Respondent.

B. Organizational Chart

All responses should include an organizational chart, which clearly illustrates the relationship of all entities (joint venture partners, subcontractors, etc.) who may be involved in any of the proposed Services and key personnel involved. The responses should include the following information:

- (1) A chart, which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- (2) The specific role of each of the firms in a team or joint venture for each task or work activity described.

3.2.5. Dedicated Resources

Each proposal shall provide the following information:

- (1) Describe facilities, equipment, personnel, communication technologies, and other resources available for implementing any proposed Services.
- (2) Provide an assessment of staffing requirements for each major activity area by job title and function. The assessment should include fulltime equivalents for professional staff and supervisors committed to Lorain.
- (3) Submit resumes for key personnel that will be committed to this engagement. Correlate personnel to the tasks they will be performing during implementation/transition and ongoing operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references, including: name, address, and telephone number of contact person, and brief description of work history.

3.2.6. Payment and Performance Bond

As part of any agreement(s) negotiated with the City of Lorain and/or the Lorain City School District, Respondent shall be required to provide a payment and performance bond that covers the full amount of the contract(s).

3.2.7. Insurance

As part of any agreement negotiated with the City or Lorain and/or the Lorain City School District, Respondent shall be required to procure and maintain general liability insurance in the minimum

amount of \$1 Million/\$3 Million covering all of its activities in connection with this project, and shall furnish copies of the insurance policies and certificates evidencing such coverage, along with evidence of insurance for workers compensation and employer liability, automobile liability, and professional liability. Commercial and general liability insurance shall be written on an occurrence coverage basis and shall include without limitation, bodily injury, personal injury, and advertising injury, property damage, broad form property damage and broad form contractual liability arising from or relating to this Agreement, coverage as respect to independent contractors, operating mobile equipment, products and competed operations, explosion, collapse and underground hazards.

To the extent permitted by law, the City of Lorain and the Lorain City School District shall be included as an additional insured on all policies of insurance obtained by Respondent. All policies of insurance obtained, excluding workers' compensation and professional liability, shall contain a waiver of subrogation.

Professional liability insurance shall be provided by Respondent to cover liability and damages arising out of or resulting from professional services rendered such as design and engineering services, pursuant to this RFP with limits of liability not less than \$1 Million/\$3 Million. Professional liability insurance may be written on a claims-made basis provided such policies shall either: (1) be renewed annually for a period not fewer than two (2) years following completion of construction with substantially the same terms and conditions or (2) include an extended reporting period endorsement or clause providing not less than two (2) years within which a claim may be made under the policy respecting the performance of work.

Prior to entering into any contract(s), Respondent shall be required to produce evidence of insurance. All policies of insurance must be endorsed to contain a provision giving the City of Lorain thirty (30) days prior written notice of any cancellation or non-renewal of that policy or material change in coverage. Should a notice of cancelation be issued for non-payment of premiums or any part thereof, or should Respondent fail to provide sufficient proof of insurance coverage, the City and/or the District shall have the right to but not the obligation to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or come to be due to Respondent or to seek reimbursement for said payments from Respondent.

All insurance to be purchased and maintained by Respondent shall be placed and maintained with insurance companies rated currently and for at least the previous two (2) years equal to or better than AM BEST's rating of A- and be licensed to do business in the State of Ohio by the Superintendent of Insurance.

In addition to the waivers of subrogation set forth above, Respondent shall be responsible for obtaining similar waivers of subrogation from any and all subcontractors and consultants performing work on the project.

3.2.8. Indemnification

As part of any agreement that may be negotiated with the City of Lorain and/or the Lorain City School District, Respondent shall agree to assume liability for and to indemnify, protect, defend, save and keep harmless both the City and the District, and all of their employees, consultants, agents and contractors, from and against any and all claims that may be imposed on, incurred by or asserted (regardless of whether the Indemnified Party shall also be indemnified as to any such claim by any other person) for any and all acts arising out of the conduct or failure to act by Respondent in connection with any and all obligations and performance of work by Respondent.

3.2.9. Bankruptcy, Liquidation, or Receivership

In any agreement that may be negotiated, the Respondent shall be required to acknowledge that in the event of a bankruptcy proceeding, liquidation or appointment of Receiver, the City of Lorain and/or the Lorain City School District shall have the right to immediately terminate the contract, take possession of all equipment and materials necessary to continue services, and shall not be subject to the rights of any Bankruptcy Trustee, Liquidator or Receiver to assume continuing responsibility for performance of the contract.

4. SYSTEM REQUIREMENTS

This section details requirements for designing, constructing, operating, managing, and maintaining the proposed wireless network.

4.1. Proposed Organization & Business Agreement

The Respondent shall describe in detail all parties (by name) involved in the proposed solution and present this information with a narrative and organization chart illustrating all relationships, roles, responsibilities and key contacts.

4.2. City of Lorain Contributions to the Network Deployment

The City of Lorain will work with the successful Respondent to obtain access to the information, services, and infrastructure to the extent they are available and are needed for deployment of the wireless network. Infrastructure may include poles, rack space, nodes, buildings, facilities, switch locations, available land, and other assets and services identified below. In certain cases access to the assets identified may be conditioned on or require approval from lessors or other third parties. In such situations, the City of Lorain will work with the Respondent to attempt to obtain any necessary approvals, but it cannot guarantee their receipt. It is the Respondent's responsibility to design an installation solution for all mounting and power required by the network infrastructure equipment.

4.3. City-Owned Right of Way

Subject to existing rights-of way and easements, the City of Lorain will allow Respondent to have access to necessary rights-of-way on property owned by Lorain and property for which it has an easement. This access includes permission to perform construction work on Lorain property,

including construction in the streets as needed for construction of the wireless network, subject to the City's approval of the design and construction plan and proposed timetable. Lorain will work with the successful Respondent to expedite the permitting process, but Respondent must follow all codified ordinances relating to the use of the City's right-of-way and follow the City of Lorain's construction standards.

Respondent shall be responsible for obtaining any additional easements or other customer agreements that may be necessary to extend the fiber optic network from the City's right-of-way to the home or business of each customer. In this regard, the City and the District shall have authority to review and approve the terms of all easements and customer agreements, and if desired, shall be a party or third-party beneficiary of such easements and customer agreements.

4.4. Wireless Infrastructure Requirements

The proposed wireless network will be a Carrier Grade Wi-Fi network covering the entire City of Lorain and the Lorain City School District. The wireless network will be used to interconnect dual-band outdoor Wi-Fi access points that are located throughout the City of Lorain. The network will cover all of Lorain and the Lorain City School District and should permit any Wi-Fi capable device to access the network directly from anywhere in this area.

The proposed wireless network should be capable of offering access to high-speed broadband service to all residents in the City of Lorain and the Lorain City School District. The City of Lorain will also use the wireless network for police and fire applications, and other city services. The wireless network is much more than a giant Wi-Fi hot spot. It is a Carrier Grade wireless network that should be accessible by all residents in in the City of Lorain and the Lorain City School District.

“Carrier Grade Wi-Fi” means the wireless system will have robust coverage – users will receive a strong RF signal on their Wi-Fi client devices anywhere in the designated coverage area, and they should be able to receive service from more than one access point (AP) at any time.

“Carrier Grade Wi-Fi” means high performance. A modern Wi-Fi client device operating on the network should be able to achieve higher throughput over the Wi-Fi network than the latest LTE service from their wireless carrier. In general, we expect a modern Wi-Fi client will be able to achieve a minimum of 30 Mbps for file transfers to and from the internet. The burst data rate seen by Wi-Fi clients should be in the 75 to 150 Mbps range.

“Carrier Grade Wi-Fi” means cellular offload. The entire mobile industry has been working on standards for seamlessly transitioning smartphones and other mobile devices from the carrier networks to Wi-Fi networks and back. The wireless network will support the required subscriber management and roaming software to allow seamless roaming and cellular offload from the cellular data networks. The wireless network will have sufficient capacity to accept this additional traffic from the carrier networks.

4.4.1. Wireless Coverage Area

Respondent should ensure that the Wi-Fi network covers all residents who live in the City of Lorain and the Lorain City School District. Anywhere in this area, a current Wi-Fi client device should be able to access the network and achieve the performance specified in section 4.6.2.

4.4.2. Coverage Requirements

Respondent should ensure that the Wi-Fi network provides coverage directly to compatible client devices to any resident within the City of Lorain or the Lorain City School District. The proposed wireless network will utilize special client devices that would be installed within the residence. When service is provisioned at a residence, a wireless client will be installed on the exterior of the building and “pointed” to the best available AP. A single cable will come into the building and connect to the WAN port of the home router. This fixed service from the wireless infrastructure will be covered by an SLA when it is professionally installed in this manner.

4.4.3. Outdoor Wi-Fi Infrastructure

The Wi-Fi network will be broadcast from outdoor access points typically mounted on streetlights or traffic signals. Prior sections of this RFP describe the mounting locations that may be available to the successful Respondent for this purpose.

Dual band 11ac outdoor access points (APs) are required. The APs must be Wi-Fi certified. The 2.4 GHz radio must be based on IEEE 802.11n technology. The 5 GHz radio must be based on IEEE 802.11ac technology.

4.4.4. Fixed Wireless Network

Many of the APs available to Respondent may need some method (other than a fiber optic connection) to connect back to the network. A fixed wireless, point-to-multipoint network may be used to interconnect the Wi-Fi access points that are on the streetlights and traffic lights. For the wireless network, a core fiber optic network may need to be built to support the wireless network. The actual network design is up to the Respondent, and it may require the deployment of other stations around Lorain or the deployment of more fiber in order to interconnect all of the Lorain APs.

Each fixed wireless base station will have two to four sectors. Sectors will operate on independent channels and each sector may support 10 to 12 APs. Over time, we expect more of the APs to be directly connected to the fiber optic network, so the available capacity of the fixed wireless network will increase as there are fewer and fewer APs connected to each sector. Wireless capacity of 150 Mbps per sector is a good target, although the Respondent is free to design the fixed wireless network in the most practical way.

4.4.5. Spectrum Utilization

The City of Lorain does not have any licensed spectrum that is being applied to this system. The fixed wireless network shall use unlicensed spectrum. If there are wireless point to point links,

they shall use unlicensed spectrum. The Wi-Fi access network should use both the 2.4 GHz unlicensed band and the 5 GHz unlicensed band.

Since there may be limited channels available at 2.4 GHz, Respondent should provide a “best effort” service and will be compatible with a wide range of legacy Wi-Fi devices.

The 5 GHz band should be leveraged to the greatest extent possible. For Wi-Fi access there are many more available channels and limited interference. 5 GHz will provide the “Carrier Grade” performance to modern Wi-Fi devices.

4.5. Operations

A successful Respondent shall be responsible for all capacity planning, customer service, billing, network operations, installation, maintenance, and emergency response operations of the fiber optic and Wi-Fi network. Respondent’s Proposal should be based on providing these broadband services to end-users.

4.5.1. Customer Service

The Respondent shall demonstrate an ability to customer support services corresponding to its service portfolio. The Respondent shall describe in detail its customer service capabilities and an overview of the staff, call center, and tiered support structure that would be utilized. End-user customer service should be locally based in or near the City of Lorain.

4.5.2. Billing and Collection of User Fees

The Respondent shall be responsible for billing for all services provided to residents in the City of Lorain and the Lorain City School District who receive broadband internet services from the wireless network. The Respondent shall describe its plans for billing of customers, including an overview of accounts receivable and collection capabilities and operations.

4.5.3. Network Operations

The Respondent shall describe its plan for network operations to ensure the system is available to the users at all times. This shall include both the initial redundant configuration and the maintenance of all the systems, during routine maintenance operations, and the supply of additional services, if necessary, for special events.

4.5.4. Installation

Respondent shall be responsible for all installations and shall coordinate their work and give updates as work progresses –including up to date as built drawings. The installation shall comply with all local and state traffic maintenance codes and shall coordinate with the City of Lorain’s other projects that are within the right of way. All installation shall conform to the City of Lorain construction standards.

4.5.5. Maintenance

Respondent shall maintain the wireless network in full operations and in good repair for a period of at least five (5) years, which shall be for a time equal to the time period for Respondent's operation of the network.

4.5.6. Emergency Response

The Respondent shall propose an emergency response plan, to be implemented during any disruption in service including repair procedures, time frame, and a listing of emergency call phone numbers.

4.6. Broadband Services

4.6.1. Open Access Network

As previously discussed, this RFP calls for the creation of an open and inclusive system that provides wireless broadband services to all residents in the City of Lorain and the Lorain City School District.

Respondent shall offer both mobile and fixed service from the proposed wireless network. The wireless network may be comprised of different wireless technology:

- (1) A Carrier Grade Wi-Fi access network that provides both mobile and fixed service to compatible Wi-Fi devices;
- (2) A fixed wireless network that interconnects the access points to end users; and
- (3) Gigabit class wireless point-to-point links that may be used to extend the fiber optic network or provide redundant links.

4.6.2. Service Levels

Respondent shall provide a minimum of 30 Mbps symmetrical broadband services, with secure access, and no data caps.

4.6.3. Provisioning

Respondent shall describe its plans for the provisioning the different services and enabling service to different customer types. Among other things, the Respondent's proposal shall include an estimated full menu of broadband services and estimated pricing, including costs for any required customer premise equipment and installation services.

4.6.4. Security

Respondent shall provide a plan to support multi-layer security protocols and methods to include, at a minimum, the following:

- A. Physical security for all critical network equipment components.
- B. Mechanisms to prevent or mitigate the risk of hackers, spammers, or other forms of malicious attacks on or through the network. These methods should not place a burden on its customers.

Respondent shall describe its existing multi-layered security protocols and methods as well as how it protects both the physical facilities and data that is transmitted.

4.6.5. Privacy

Respondent shall describe its plan for protecting the privacy of the customer and how it will communicate its policy to the user and gain their acceptance.

4.7 Marketing and Public Communications

Respondent shall describe its public communications and marketing plans for ensuring that Lorain residents receive information about the wireless broadband services provided by the network and take action to sign up for and receive such services. Such communications and marketing plan shall set forth the role or participation by the City of Lorain and the Lorain City School District in the implementation of the plan.

5. MISCELLANEOUS

5.1. Confidential and Trade Secret Information

All information submitted by Respondent in response to this RFP may be subject to disclosure under Ohio's Public Records Act, Ohio Revised Code 149.43. If a Respondent believes that any information in its proposal is exempt from disclosure because it constitutes trade secret information as defined by Ohio law, it shall mark – CONFIDENTIAL – TRADE SECRET INFORMATION” – in a clear and conspicuous manner on each and every page of the Proposal that contains confidential trade secret information.

It is not the responsibility of the City of Lorain or the Lorain City School District to determine the validity of any trade secret designations or to defend against any public records request that seeks the disclosure of any information that has been designated as confidential or trade secret information by Respondent. To the extent a dispute arises over whether any such information or documentation constitutes trade secret information that is exempt from disclosure under the Public Records Act, then it shall be the responsibility of the Respondent to defend against the public records request and to seek appropriate judicial relief, if necessary, to prevent the disclosure of such trade secret information.

In the event that the City of Lorain and/or the Lorain City School District receives a public records request for any information that has been designated by Respondent as containing confidential, trade secret information, then the City and/or the District shall notify Respondent and grant the Respondent with seven (7) days to resolve the dispute with the party who made the public records request or to apply for appropriate judicial relief to prevent the disclosure of any information that has been designated as confidential or trade secret information by the Respondent. Absent the timely resolution of the dispute with the party who made the public records request or the timely filing of a judicial action by the Respondent, the City of Lorain and/or the Lorain City School District will presume that the information is not trade secret information and shall respond to the public records request in accordance with the requirements of the Public Records Act.

By responding to this RFP and submitting a Proposal to the City of Lorain, the Respondent agrees to indemnify, defend, and hold the City of Lorain harmless from any damages, losses, or other expenses incurred by the City of Lorain and/or the Lorain City School district, including attorney fees, arising from the disclosure of any information that constitutes confidential or trade secret information and/or from any litigation arising from a request to compel the disclosure of any confidential or trade secret information.

5.2. Disputes.

Any and all claims or disputes relating to this RFP, any review and selection of Respondents under this RFP, any awards granted under this RFP, or any contracts or agreements that may be negotiated or accepted by the City of Lorain as a result of this RFP shall be submitted to the City of Administrator of the Lorain City School District, in writing, within thirty (30) days of the date when the claim or dispute arose. An administrative determination of the claim or dispute by the shall be necessary before a claimant has exhausted its administrative remedies. If the parties are not able to resolve the dispute, any legal action or lawsuits shall be filed with the Court of Common Pleas of Lorain County, Ohio, and all Respondents to this RFP agree to the exclusive jurisdiction of the Court of Common Pleas of Lorain County, Ohio, to hear and determine any and claims or disputes relating to this RFP, any review and selection of Respondents under this RFP, or any contracts or agreements that may be negotiated or entered into as a result of this RFP.

Exhibit A – Certification Form

I, _____, on behalf of _____ and as the
[Type in Name] [Respondent]

_____ of _____, hereby affirm that
[Company Title] [Respondent]

all information contained in this Response to the Request for Proposals issued by the City of Lorain and the Lorain City School District for the design, construction, and operation of a wireless broadband network are true and accurate. I further certify that I have received and reviewed all of the information set forth in the Request for Proposals, and all Addenda thereto, and all other information posted on the website, <https://www.lorainschools.org/RFPs.aspx>

I affirm that I have signed this Certification on the date so indicated and, upon request, shall provide the original of this Certification form, upon request.

Witness

Signature

Print Name

Print Name

Date

Exhibit B – Company References

Respondent / Team Member Company Profile Information:

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm:
- (2) Doing Business under Other Company Name? If yes, Name of Company:
- (3) Headquarters Address, City, State, Zip Code:
- (4) Website Address:
- (5) Proposed Role:
 Primary Contractor Subcontractor/Sub-consultant
 Joint Venture Partner Supplier
 Other (please describe: _____)
- (6) Number of Years in Business:
- (7) Total Number of Employees:
- (8) Total Annual Revenues separated by last 3 fiscal years:
- (9) Major Services Offered as Prime Contractor:
- (10) Subcontracted Services:
- (11) Briefly describe your firm's strategy and approach to providing services for a client:
- (12) Briefly describe your firm's experience in providing Fiber Optic Services to communities: