

### **BIG GIG CHALLENGE GRANT**

# **TERMS AND CONDITIONS**

Get ready to access a unique opportunity to build out your community's digital infrastructure!

For the first time, Northeast Ohio communities can access both the financial and technical assistance needed to build community-wide fiber optic networks. Up to \$2 Million in award investments is available thanks to a public-private partnership spearheaded by OneCommunity. The **OneCommunity Big Gig Challenge Grant** will fund up to 25% of total project costs (up to a total of \$2,000,000) for building networks that connect community anchor institutions (CAI's), government facilities and business districts.

Winning proposals should demonstrate that a municipally led fiber optic network initiative will advance your community's highest priorities. Projects should focus on attracting businesses, advancing education and training needs, health and wellness, neighborhood and public safety or any other set of priorities. Collaboration among towns, cities, and regional partners is encouraged. Finalists will have an opportunity to engage with OneCommunity design engineers for technical assistance on building ultrahigh-speed broadband networks.

# **STEP ONE**

Interested parties are asked to submit a letter of interest (LOI) by **midnight on Friday, October 3<sup>rd</sup>, 2014** at the email address below. Responses are welcome from county and local governments, as well as non-profit community development corporations, Port Authorities, and creative enterprise and community consortiums (in partnership with local government) within NEO\* (see eligible county list below). Collaborative, regional and/or multi-municipality/multi-entity partnership approaches are strongly encouraged. This initial phase is a request for ideas – so think BIG, BIG GIG! The second phase will bring structure and fine tune the details on a solution for the concept. Attend OneCommunity's Discovery Day on **Wednesday, August 20th** (register here: <a href="http://bit.ly/BigGigDiscoveryDayRegistration">http://bit.ly/BigGigDiscoveryDayRegistration</a>.

# LOI's may not exceed three (3) pages and must include the following information:

- A description of the applicant(s), including:
  - Type of entity/entities
  - Designated project contact person: name, title, phone number and email address
- An abstract of the proposed project, including:
  - Project goals/desired economic development outcomes (quantitative and qualitative)
  - o Potential CAI's involved and committed partners/consortium members
  - o Proposed funding mechanism and an identified funding source



In addition to the written LOI response, we strongly encourage creative, visual LOI addendums (short videos, etc. are welcome!) LOI responses and any questions regarding this solicitation may be directed to Liz Forester at <a href="mailto:challenge@onecommunity.org">Challenge@onecommunity.org</a>. LOI's must be received no later than midnight on Friday, October 3<sup>rd</sup>, 2014. Videos/visual addendum items that cannot be emailed may be sent by mail to:

OneCommunity 800 W. St. Clair Ave., 2<sup>nd</sup> Floor Cleveland, OH 44113 Attn: Liz Forester

### **STEP TWO**

A review committee comprised of OneCommunity staff and a select group of industry experts and economic development specialists will advance up to five LOI submissions for development into full BIG GIG Challenge Grant funding proposals. The selection committee will meet on or about **Monday**, **October 20**<sup>th</sup> **2014** and finalists will be announced on or about **Wednesday**, **October 22**<sup>nd</sup> **2014**<sup>1</sup>. Applicants whose proposals are advanced will be invited to a one-day workshop to engage with OneCommunity's in-house design and engineering teams, who will provide technical assistance for developing vibrant, competitive, and catalytic digital infrastructure proposals.

## **STEP THREE**

Review committee members will meet to select a winner, with final awards being announced on **Wednesday, December 17<sup>th</sup> 2014**.

Evaluation criteria for the full final proposals will include:

- i. Project Partnerships: 20 points max
  - Number of partners (government, CAI's, schools, enterprise)
  - Progress on obtaining service commitments
  - Quality of 5 year purchase commitment
- ii. Economic Development: 20 points
  - Community development impact vision
  - Anticipated jobs created
  - Anticipated businesses attracted
  - Anticipated businesses retained
- iii. Funding Mechanism: 20 points max
  - Documentation of committed funds to meet project costs

<sup>&</sup>lt;sup>1</sup> Dates are subject to change in the discretion of OneCommunity



- Innovative approaches to funding (tax credits, bonds, etc...)
- Availability of funds over75% of the Total Project Cost
- iv. Innovation: 15 points max
  - Proposals that demonstrate a unique vision for planning, implementation and utilization of network
- v. Revenue Model: 10 points max
  - Proposals that contain a replicable and sustainable revenue model
- vi. Construction Support: 15 points max
  - Information about existing infrastructure and ownership (poles, conduit, water/gas/electricity lines)
  - Level of commitment to streamlined access to infrastructure (conduit, fiber, poles, substations, rack space)
  - Level of commitment for streamlined right of way, inspection and permitting process

### **About OneCommunity**

With speeds ranging from 1 to 40 Gigabits, OneCommunity's network makes future-proof, next generation connectivity available today, right here in Northeast Ohio. Impacting everything from government accessibility and efficiency to economic development, tele-health, connected learning and entrepreneurship, fiber infrastructure is paramount to the continued vitality of our cities and the collective success of our region. It is the digital infrastructure of the 21<sup>st</sup> century and the currency of now.

As the region's only public benefit technology provider, OneCommunity owns and operates one of the Nation's most robust and extensive fiber networks. Spanning over 2,400 miles and through 24 counties, our network connects the majority of the region's key anchor institutions, including 85% of all healthcare organizations, universities and community colleges, government entities, school systems and libraries.

OneCommunity is committed to continued investment in Northeast Ohio's digital infrastructure through collaborative and creative partnerships with our regions civic, enterprise and elected leaders. Together, we can shape Northeast Ohio's future and help create the type of vibrant, sustainable and competitive eco-system that drives job creation and business attraction and ensures the social and economic prosperity of our region. \*Eligible Counties: Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Mahoning, Medina, Ottawa, Portage, Richland, Sandusky, Stark, Summit, Trumbull, and Wayne



# **Big Gig Challenge Grant LOI Application**

(Not to Exceed 3 Pages)

Submit the completed application to Liz Forester at <a href="Challenge@onecommunity.org">Challenge@onecommunity.org</a>. Submission deadline: midnight on Friday, October 3<sup>rd</sup>, 2014.

Designated Contact Person:
Name:
Job Title:
Organization:
Phone Number:
Email Address:
Type of Entity/Entities:
Proposal Abstract:
Project goals/desired economic development outcomes (quantitative and qualitative) (required)
Potential Community Anchor Institutions involved and committed partners/consortium member (required):



Proposed funding mechanism and an identified funding source (required):

Description of Supplemental Information (optional):



As part of the Big Gig Challenge Grant process, OneCommunity would like to establish a clear baseline of the regions understanding of fiber and its community and economic development impacts. Please have all key consortium partners complete this brief survey and return with your LOI response.

# **Big Gig Challenge Grant Survey**

2.	is there	e a difference between fiber networks and copp	er networks?
	0	No. it's all the same	

1. Name and address of your organization:

- o Yes but little difference
- o Yes, a significant difference
- o Other: please elaborate

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3.	How many	/ tiner	nroviders	are in	volir	community	/ ٢
٥.	TIOW III all	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	providers	ar C III	your	communic	, .

- 0 0
- 0 1
- 0 2
- o 3 or more
- o I'm not sure

# 4. How much bandwidth do you use today?

- o Dial up
- o DSL modem
- o 5 Mb
- o 50 Mb
- o Other:
- o I don't know

### 5. How much do you pay per month for your internet service?

- o At home:
- At work: 0
- o I don't know
- 6. Does your business use cloud storage?
  - o Yes
  - o No
  - o I don't know what that is
  - o I'm not sure

# 7. Do upload and download speeds matter?

- o Yes
- o No
- o I don't know what that means
- o I'm not sure



8.	Are data centers a large priority for the business in your community?
	o Yes
	o No
	o I'm not sure
9.	How much does fiber construction cost per mile built?
10.	How many permits are required for a fiber build?
11.	How long does it take to get service 'turned up' from current providers?
12.	Has Google Fiber contacted you to build fiber in your community?
	o Yes
	o No
13.	How satisfied are businesses in your community with current network providers' performance?
	<ul> <li>Very satisfied</li> </ul>
	<ul> <li>Not complaining about it</li> </ul>
	<ul> <li>Very unsatisfied</li> </ul>
	o I do not know
14.	How satisfied are businesses in your community with current network providers' ongoing support?
	<ul> <li>Very satisfied</li> </ul>
	<ul> <li>Not complaining about it</li> </ul>
	<ul> <li>Very unsatisfied</li> </ul>
	o I do not know
15.	Is buying local important you?
	o Yes
	o No
	o Somewhat
16.	Is collaborating with other non-profits a priority to your organization?
	o Yes
	o No
	o Somewhat
17.	Is your current network infrastructure able to handle today's needs?
	o Yes
	o No
	o I'm not sure
18.	Are you concerned your network is not capable of handling the needs of the businesses of tomorrow?
_0.	o Yes
	o No



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#### **GENERAL TERMS**

By submitting a Big Gig Challenge Grant LOI Application, Applicants agree to be bound by these terms and by the decisions of OneCommunity, as determined in its sole discretion, on all matters relating to the Big Gig Challenge Grant, which are final and binding.

THIS BIG CHALLENGE GRANT DOCUMENT HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE USED AS A COMPLETE SOURCE OF INFORMATION ON ONECOMMUNITY OR ANY TREND IN ITS INDUSTRY. ONECOMMUNITY DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, EXPRESS OR IMPLIED, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE BUSINESS OR OTHER DECISIONS MADE BY YOU BASED UPON THE USE OF INFORMATION PROVIDED BY ONECOMMUNITY, OR THE ANALYSIS OR INTERPRETATION OF INFORMATION PROVIDED BY ONECOMMUNITY. NEITHER ONECOMMUNITY NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS IS OR SHALL BE RESPONSIBLE OR LIABLE, IN ANY WAY, FOR THE USE OF, OR THE BUSINESS OR OTHER DECISIONS MADE BASED UPON THE USE OF, INFORMATION PROVIDED BY ONECOMMUNITY, OR THE ANALYSIS OR INTERPRETATION OF INFORMATION PROVIDED BY ONECOMMUNITY.

By submitting a Big Gig Challenge Grant LOI Application, Applicant agrees to indemnify, defend, release, discharge and hold harmless OneCommunity, its parent companies, affiliates and/or subsidiaries, and their respective employees, directors, officers, shareholders and agents from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with: (i) the receipt, ownership, possession, use, or misuse of any Big Gig Challenge Grant award; (ii) Applicant's participation in the Big Gig Challenge Grant process and any related activity, including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from Applicant's entry and any exploitation of any or all of the rights granted to OneCommunity, including, without limitation, the rights to Applicant's entry. Entries must not include any provocative, crude or foul or otherwise offensive gestures, graphics or content and any submission that contains any of the aforementioned will be subject to immediate disqualification, as determined by OneCommunity in its sole discretion. Applicant agrees not to delete any entry. By submitting a Big Gig Challenge Grant LOI Application, applicant hereby agrees to, and does grant to OneCommunity a worldwide, paid-up, irrevocable and unlimited license to use, copy, distribute, perform, display, publish and prepare derivative works from applicant's application in perpetuity (or for the longest period of time otherwise permitted by law). Applicant agrees to promptly execute any document deemed reasonably necessary by OneCommunity to effect the license of the entry to OneCommunity. Applicant agrees, without limiting the license granted by Applicant above, that applicant's application may be published, without further compensation, on OneCommunity's website pages, Facebook page, and/or other marketing materials. By submitting a Big Gig Challenge Grant Application, applicant represents that: (i) applicant's application is its own original work; (ii) applicant owns or has the rights to convey any and all right to convey the license above in any material submitted as part of applicant's application; (iii) all information provided is complete, true and correct; (iv) applicant has the written consent, release and/or permission of each and every participant in the



photos or other content submitted as contemplated by these terms; and (v) applicant's application does not infringe upon or otherwise violate any intellectual property or other proprietary right, or any rights of privacy or publicity of any person, or any other right of any third party. OneCommunity is not responsible for any typographical or other error in the offer or administration of this process, or in the announcement of Big Gig Challenge Grant recipients. Grant award may include any combination of services, equipment, or discounts. In the event OneCommunity is prevented from continuing with the Big Gig Challenge Grant LOI Application process, or the integrity and/or feasibility of this process as planned is undermined by any event including but not limited to any error, virus, bugs, non-authorized human intervention, action of applicants, financial or business downturn, or other causes beyond the reasonable control of OneCommunity that corrupt or impair the administration, security, fairness or feasibility of the Big Gig Challenge Grant LOI Application process, and any fire, flood, weather event, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, OneCommunity shall have the right, in its sole discretion, to disqualify any entry and to abbreviate, modify, suspend, cancel, or terminate the Big Gig Challenge Grant LOI Application process. All disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to the Big Gig Challenge Grant LOI Application process, or the meaning or interpretation of these terms, shall be resolved by applying the laws of Ohio, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts located in Cuyahoga County, Ohio. All Claims shall be resolved individually, without resort to any form of class action and all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any applicant be permitted to obtain awards for, and, by submitting a Big Gig Challenge Grant LOI Application, applicant waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased.



# **BIG GIG GRANT Q&A**

- 1. Who is eligible to apply?

  Any entity (public or private) is eligible to apply for the Big Gig Grant, as long as the applicant applies in partnership with their local government (City or County).
- How many grant awards is OneCommunity planning to make?
   Multiple grants may be awarded. Each grant will fund 25% of the Total Project Costs
- How is grant funding awarded?
   Grant award may include any combination of services, equipment or discounts.
- 4. Will this be a re-occurring grant opportunity?
  Yes, OneCommunity hopes to make this a yearly grant program
- 5. What criteria will OneCommunity use to select award recipients?

  The primary goal of the Challenge Grant is to spur creative, collaborative partnership approaches to building community fiber networks. Additionally, projects that focus on economic growth are strongly desired. Details on grant scoring can be found at <a href="http://bit.ly/BigGigDiscoveryDayRegistration">http://bit.ly/BigGigDiscoveryDayRegistration</a>.
- 6. Who will review and score the proposals? LOI responses will be reviewed and scored by a team of OneCommunity staff members and five finalists will be chosen to submit full proposals. The five final proposals will be reviewed by OneCommunity's executive staff, as well as a team of external institutional partners.
- 7. Why does a community require Gigabit connectivity? What are the benefits?

  Much like the telephone, electricity and the Internet changed the world, Gigabit connectivity is spurring innovation, entrepreneurship and creativity in the ways we work, play and communicate. OneCommunity's digital infrastructure provides Northeast Ohio with a significant competitive advantage. With over 2,000+ miles of high capacity, high speed fiber available and accessible to communities throughout the region, forward-thinking municipalities can capitalize on this asset and ensure their place on the cutting edge of the information revolution.

The community benefits of digital infrastructure investments include:

- Ability to attract and retain high-tech businesses
- Improved efficiency in government service delivery
- Open data sharing that allows for innovation



- Improved healthcare access for residents via tele-health, digital medical records, HealthSpot®, etc.
- Connected education programming

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See attached Terms and Conditions Section for grant award details and requirements.