



REQUEST FOR PROPOSAL

WIRELESS BROADBAND NETWORK DESIGN & MANAGEMENT SERVICES

FOR

**The City of Gahanna, Ohio
The Village of New Albany, Ohio**

July 2, 2007



FINAL DRAFT REQUEST FOR PROPOSAL (RFP) FOR
WIRELESS BROADBAND NETWORK
FINANCING & MANAGEMENT SERVICES

The City of Gahanna, Ohio and the Village of New Albany, Ohio (Municipalities) have partnered together to create a unique opportunity for prospective companies (Proposers) to solicit interest in responding to this Request for Proposal (RFP) for the design and management of a wireless broadband network (Network) throughout both Municipalities.

Both Municipalities have been engaged in developing and implementing broadband strategic plans for their communities. As part of those plans, both communities seek a vendor to provide ubiquitous Wi-Fi services throughout each community. This includes but is not limited to project design, build-out and management of a wireless broadband network for municipal purposes.

Because these communities are adjacent and both interested in ubiquitous wireless coverage, a joint RFP was developed to encourage more Proposers to respond. Individual contracts for service will be negotiated between the Proposer who is successful and each Municipality.

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1. GENERAL INSTRUCTIONS

1.1 Submittal Procedure

Proposers must submit ten (10) copies of their proposal, including one (1) printed original, signed in ink, in a sealed envelope. Proposers may elect to either personally deliver, or mail, their proposals to:

Whiteboard Broadband Solutions, LLC
250 West Street
Columbus, Ohio 43215

The deadline for the submittal of proposals is no later than **Tuesday, July 31, 2007 at 3:00 P.M. local time.** Proposers may submit their proposals at any time prior to the above stated deadline. Failure to submit the required number of copies by this deadline may be subject for disqualification from the RFP process.

The Municipalities shall bear no responsibility for submitting proposals on behalf of any Proposer.

1.2 Proposal Format

All proposals should be electronically generated and the printed original signed in ink. Legibility, clarity and completeness are important and essential. One (1) electronic disk containing an Adobe Portable Document Format (PDF) version of all proposal materials should also be provided.

The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days after July 31, 2007.

1.3 Proposal Q&A Conference

The Municipalities will host a teleconference to address any questions related to the RFP on **Friday, July 13, 2007 at 2:00 p.m., Eastern Standard Time.** The teleconference will last until 3:00 p.m. Eastern Standard Time or until all questions have been addressed.

Teleconference # 866-462-4222

Participant # 9991113

1.4 Additional Information and Questions

Additional written questions will be accepted between July 16, 2007 through July 20, 2007 via e-mail. Responses to these questions will be addressed no later than July 25, 2007 via e-mail. No question prior to or after those dates will be responded to. Please e-mail all questions to: **dmatusoff@szd.com**

1.5 Examination of Documents and Requirements

Each Proposer shall carefully examine all RFP documents 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 Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the Requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and Requirements of the RFP.

1.6 Post-Proposal Discussions with Proposers

It is the Municipality's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the Municipalities. The Municipalities reserve the right to conduct post-proposal discussions with any Proposer(s).

1.7 Terms, Conditions, Limitations and Exceptions

1. This RFP does not commit the Municipalities to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal or negotiation/award of any contract in response to this request.
2. The proposals will become part of the each Municipality's official files without any obligation on the Municipality's part.
3. The Municipalities shall not be held accountable if material from proposals is obtained

without the consent of the Proposer by parties other than the Municipalities, at any time during the proposal evaluation process.

4. All proposals received and any or all-supporting documentation are subject to the State of Ohio Public Records Act and the provisions of Ohio Law. The Municipalities will use due diligence to protect materials clearly marked by any Proposer as “**proprietary**,” “**trade secret**” or “**confidential**”. General technology approach or business model information does not constitute ““**proprietary**,” trade secret” Or confidential information.
5. Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Municipalities (including any and all members of proposal evaluation committees).
6. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(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. Conversely, the Municipalities can combine or consolidate proposals, or portions thereof, for the purposes mentioned herein.
7. All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
8. The RFP and the related responses of the selected Proposer may by reference become part of any formal agreement between the selected Proposer and the Municipalities. The Municipalities and the selected Proposer may negotiate a contract or contracts for submission to each Municipalities respective City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the Municipalities reserve the right to select an alternative Proposer. The Municipalities reserve the right to negotiate with alternative Proposer(s) the exact terms and conditions of the contract.
9. Proposers, their authorized representatives, and their 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 Municipalities.

10. If necessary for the completion of tasks required under the project, the Municipalities will provide reasonable working space to the Proposer.
 11. Clerical support and reproduction of documentation costs shall be the responsibility of the Proposer. If required, such support and costs shall be defined in the contract negotiated.
 12. The Municipalities may terminate its performance under a contract in the event of a default by the Proposer and a failure to cure such default after receiving notice of default from the Municipalities. Default may result from the Proposer's failure to perform under the terms of the contract or from the Proposer becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
 13. The Municipalities reserve the right to unilaterally disqualify any Proposer who in the Municipalities opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, the Municipalities reserve the right to unilaterally disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data or information available to the Municipalities. This disqualification is at the sole discretion of the Municipalities. By submission of a Proposal hereunder, the Proposer waives any right to object now, or at any future time, before any body or agency, including but not limited to, the Municipalities Elected Officials, Officers, Agents, or Employees, or any Court, as to the exercise by the Municipalities of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the Municipalities.
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 14. The Municipalities shall have the unilateral right to reject any Proposer RFP response including, but not limited to the following:
 - (A) Failure to submit the RFP on time.
 - (B) Failure to submit the RFP to the correct location.
 - (C) Failure to submit the RFP in the prescribed electronic format and response copies as required.
 - (D) Failure to include all requested information.
 - (E) Failure to properly itemize costs (if any), components, design details and other required data.
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(F) Taking exception to the terms, conditions, and specifications herein.

NOTE: Any deviation or omission from the preceding instructions may void any Proposer response.

15. The issuance of this RFP and the acceptance of a Proposal does not constitute an agreement by the Municipalities that any contract or other agreement will actually be entered into by the Municipalities. The Municipalities expressly reserve the right to:

(A) Reject any or all Proposals.

(B) Reissue the RFP.

(C) Accept portions of individual or multiple RFP responses.

(D) Extend the deadline for submission of Proposals by notifying all parties who have registered an interest in this RFP with the Municipalities.

(E) Request more information and/or clarification of proposals from any or all Proposers.

(F) Waive immaterial defect(s) or informality (ies).

The foregoing granting of exclusive negotiation rights does not commit the Municipalities to accept all or any of the terms of the proposal(s). Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated at any time by the Municipalities for failure to reach mutually acceptable terms.

16. The Municipalities reserve the right to request clarification of any proposal after all proposals have been received.

17. The Municipalities reserve the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the Municipalities interest. The Municipalities reserve the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The Municipalities reserve the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

18. Proposers must furnish a "Certificate of Vote" signed by their Chief Executive Officers or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the Proposer.

19. It is expressly agreed and understood by the Proposer that due to the nature of the

project, all work required must comply with the provisions of Ohio Revised Code (O.R.C.) Chapter 4115 to the extent required by law.

20. Any disputes arising out of this agreement that result in litigation shall be litigated in the appropriate court in Franklin County, Ohio.
21. This RFP, the responses thereto and any awarded contract shall for all purposes be construed and enforced in accordance with the laws of the State of Ohio, and the ordinances of the Municipalities.
22. Entities submitting proposals must have the capacity to enter into a legally binding contract. All contract(s) amount(s), if any, resulting from this solicitation will be paid directly to the entity submitting accepted proposal(s). In any accepted proposal(s), to authorize payments directly to another third party upon contracting, the proposing entity may be required to fully execute such proper payment authorization forms as acceptable to the Municipalities.
23. Any item purchased by the Municipalities under a subsequent contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 (B) (1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02 (C) (2). In addition, the Municipalities are exempt from Federal Excise Tax and Local Sales Tax, as such, these and the aforementioned Federal, State and Local Taxes must be excluded from all costs contained in bid submissions and invoices sent to the Municipalities by the chosen contractor/consultant or their agents.
24. The Municipalities reserve the right to conduct, for security reasons, a lawful background investigation on the selected Proposers, its principle party, personnel or subcontractors. Proposers agree to cooperate with the Municipalities in this endeavor and to provide any permitted, reasonably necessary information. The Municipalities will, upon the Proposer's written request, provide a copy of such background investigations to the Proposers, to the extent allowable by law. Dependent upon the results of the background check, the Municipalities may request the Proposers to immediately remove an individual from participation on this project. Proposers shall not knowingly assign any personnel with records of criminal conviction(s) to this Project without advising the Municipalities of the nature and gravity of the offense. In fulfilling the obligations under this section, the Municipalities and the Proposers shall comply with all laws, rules, and

regulations relating to the making of investigative reports and the disclosure of the information contained therein. The Municipalities and the Proposers shall, if allowed by law, indemnify, defend, and hold each other harmless against any wrongful disclosure by the indemnifying party, its employees, and/or agents of said reports and the information contained therein.

25. All selected Proposers shall be required in the course of the project to cooperate fully, and in any reasonable manner the Municipalities shall request, with all of the Municipalities elected officials, officers, agents, employees, contractors, subcontractors and volunteers. Further, selected Proposers shall be required to coordinate their implementation(s) with all other selected Proposers and all other projects that are being undertaken by the Municipalities. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, the Municipalities shall be immediately informed and will determine the manner in which the parties are to proceed.

1.8 Project Administration

Overall project administration shall be provided by:

Terry Emery, Service Director, City of Gahanna

Jennifer Chrysler, Community Development Director, Village of New Albany

Questions regarding the scope of the project, Requirements, etc. may be addressed during the Proposal Q & A Teleconference.

1.9 Schedule

Listed below are important dates related to this RFP.

July 2, 2007	RFP Released
July 13, 2007	Proposal Q & A Teleconference
July 20, 2007	All written questions must be received via e-mail
July 25, 2007	All written responses to questions will be received
July 31, 2007	RFP responses are due by 3:00 p.m.

At their sole discretion, the Municipalities may extend these dates.

2. PROJECT OVERVIEW

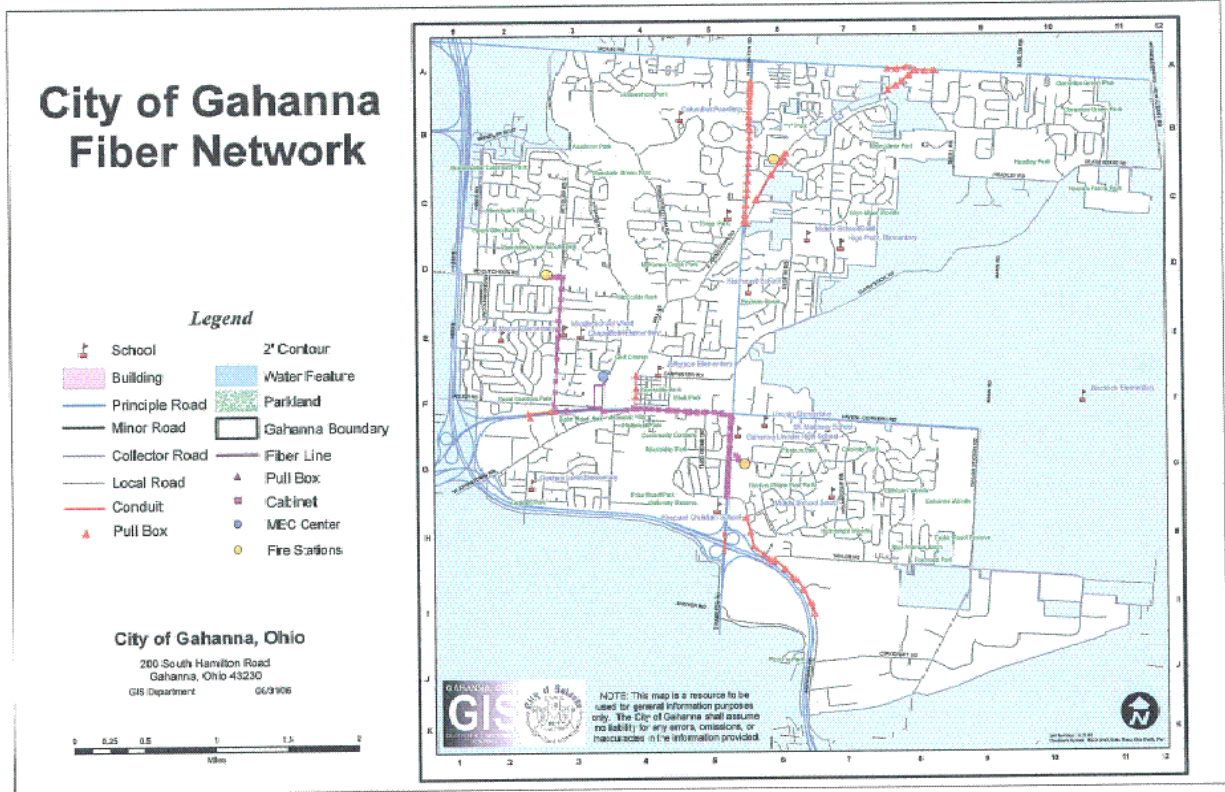
2.1 Introduction and background

Both Municipalities have been engaged in developing and implementing broadband strategic plans for their communities. As part of those plans both communities seek a vendor to provide ubiquitous Wi-Fi services throughout each community. This includes but is not limited to project design, build-out and management of a wireless broadband network for municipal purposes. The vendor may propose any model to deliver these services. The municipal goals include:

- **Public Service** – This includes but is not limited to supporting multiple municipal applications- wireless Automatic Meter Reading (AMR), work-order management for field personnel, automated traffic signaling and other municipal applications to better serve the public.
- **Public Access** – Each community defines public access differently although the ultimate goal for both communities is full community coverage.
Gahanna- Public access includes available service at no cost (to the end user) in identified municipal locations including parks, the Creekside Development area and areas adjacent to all public facilities.
New Albany- The eventual Public Access goal for New Albany is service at no cost (to the end user) throughout the municipal boundaries. The short –term goal includes available service at no cost (to the end user) in identified municipal locations including parks, the newly created Arts Center and areas adjacent to all public facilities.
- **Public Safety** – This includes longer-term plans by the Municipalities to leverage the Network to improve the safety of the public – and the safety of Public Safety Officers - by providing field personnel with better access to information.

Both Communities are in the process of designing and building municipal fiber-optic networks for their jurisdiction. These fiber optic networks **should** be included in the planning of the Wi-Fi deployment. It is the intent of both Municipalities to dedicate a certain number of fibers (to be negotiated during the contract phase) to the Provider for backhaul purposes for the Wi-Fi deployment. Please be specific in your response as to the number of fibers you anticipate utilizing as part of your network design. Assume that the fibers will be dark and that you will need to include the necessary hardware to light and operate the fibers as part of the overall

network design. Maps for each community's fiber networks are included below. Address questions concerning the networks in the Q&A teleconference or by e-mail as indicated in the general instructions for this RFP.





2.2 Community Background

Both Communities are roughly twelve (12) square miles in size. The networks for each community should cover the entire land mass of each community.

Population

Gahanna	34,469
New Albany	5,827

Households

Gahanna	11,990
New Albany	1,425

Median Household Income

Gahanna	\$ 66,031
New Albany	\$108,600

Website

Gahanna

<http://www.gahanna.gov/>

New Albany

<http://www.villageofnewalbany.org/>

2.3 Vision

The Municipalities vision is to apply ubiquitous, competitively priced wireless Internet access as a foundation for the Municipalities of Gahanna and New Albany to become the most efficient, effective and responsive Municipal governments in the nation - while stimulating economic development.

Ubiquitous, competitively priced wireless Internet access will:

- Reduce the Municipality's communications expenses – saving taxpayers money - and allowing the Municipalities to deliver more efficient, effective and responsive services;
- Stimulate economic development, job growth and increased competitiveness for the Municipalities - both nationally and internationally - attracting new capital to the region (i.e. human, financial, physical and technological); and

2.4 Network Implementation Goals

The Municipalities goals for this initiative are summarized below:

- **Facilitating Wireless Broadband Access** – All government employees, residents, businesses and visitors to the Municipalities should have access to high-speed broadband services;
 - **Affordability** – Services shall be priced at a level that creates cost savings for the Municipalities and is affordable for all residents, businesses and visitors;
 - **Use of Municipal Assets** – The Municipalities will leverage their rights-of-way, fiber,
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vertical structures and other assets, as well as those for which the Municipalities may negotiate rights to, in a way that maximizes the benefit for each Municipality and its community;

- **Competition, Consumer Choice and Private Sector Cooperation** – Strong competition for broadband services is good for each Municipality’s economy. The Municipalities role shall be that of a catalyst - to improve and enhance the market for broadband services in each municipality, i.e. facilitate new investment in a wireless broadband network. The Municipalities seeks to fulfill this role by collaborating with the private sector in a mutually-beneficial partnership. The Municipality’s agencies, residents, businesses and visitors will have more options for broadband service.

2.5 Municipal Assets

The Municipalities intend to leverage significant real estate and other community assets, as well as rights it may secure to assets owned by the local utilities, to stimulate private investments and provide maximum value for the community.

The Municipalities assets include:

- Fiber-optic capacity (dedicated fiber within the Municipalities fiber rings)
- Buildings/ Silos, other structures
- Traffic signals
- Poles
- Mast arms
- State sponsored Internet availability at reduced rates to the successful Proposer

3. PROPOSAL OUTLINE AND CONTENT

Proposers responding to this RFP must submit the following information, in the order specified below:

3.1 Introduction and Executive Summary

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to make the commitments contained in the proposal. Submission of the letter will constitute a representation and guarantee by your firm that your firm is ready, willing and able to perform the commitments contained in the proposal.

3.2 Firm Description

Provide information on your firm's background and qualifications which addresses the following:

- Name, mailing address, e-mail address, telephone number and fax number of the primary contact person for your firm;
- A brief description of your firm, number of years in business, number of employees, office locations, etc. as well as any Joint Venture Partners;
- Financial details that demonstrate your firm's financial capabilities to undertake and complete the project as proposed, which shall include;
 - A current audited statement of financial condition and financial statements for the two (2) prior years prepared by an independent certified public accountant, if the firm has been in business less than two (2) years, please state the length of business operations and supply any audited records;
 - A statement disclosing any state or federal bankruptcy or insolvency proceeding that Proposer has filed or with which Proposer is otherwise involved;
 - Electronic copies or Internet links to the most recent Form 10-K filed by the Proposer with the U.S. Securities and Exchange Commission (if applicable); and

- Electronic copies or Internet links to all Form 8-Ks filed since the filing of the most recent 10-K (if applicable).
- If the proposal is submitted with Joint Venture Partners, provide full information concerning the nature and structure of the Joint Venture, including;
 - Entity(ies) that will be guaranteeing contract performance;
 - Date of Joint Venture formation; and
 - A statement as to whether the agreement between Joint Venture Partners makes each partner jointly and severally liable for contractual obligations of this project.
- References for not more than three projects - similar in size and scope (preferably but not exclusively) - performed by your firm 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. If Joint Venture Partners are proposed, provide references for each; and
- Any other information not specifically itemized above that is believed to be demonstrative of your firm's financial capabilities.

3.3 Insurance

Proposers shall indemnify, defend and hold harmless the Municipalities and their elected officials, officers, agents, employees and volunteers from and against any and all expenses, damages, claims, suits and liabilities connected with, arising out of or incident to the performance of the Proposer's obligation under this RFP response and any subsequent agreement or contract.

In addition, the Proposers shall maintain in force during the period of performance and warranty one or more policies of "per occurrence" liability insurance naming the Municipalities and their elected officials, officers, agents, employees and volunteers as additionally insured to the same extent as the primary insured(s) and containing a requirement that the Municipalities be notified thirty (30) days in advance of any termination or diminution of coverage by the insurance carrier. All relevant terms and

limits of said policies shall be subject to review and acceptance by the Municipalities Directors of Law. Current copies of certificates of insurance showing the essential elements of coverage for each policy required under this provision shall be provided to the Municipalities Directors of Law.

Without limiting the generality of the foregoing, the Proposers, while services are performed in Franklin County under this agreement, shall at a minimum maintain insurance in the following types and amounts:

- (A) Standard workers' compensation as required by law;
- (B) Comprehensive general liability insurance (occurrence form), including personal injury liability, broad form property damage, operations liability, and contractual liability in the minimum amount of One Million Dollars and No Cents (US \$1,000,000.00).
- (C) Automobile liability insurance insuring owned non-owned, hired, leased, or borrowed automobiles in the minimum amount of One Million Dollars and No Cents (US \$1,000,000.00).
- (D) Proposers shall require that any designee or subcontractor maintain like insurance as listed in a), b), and c) above. Requests for lesser liability limits for subcontractors shall be submitted to the Municipalities Directors of Law for consideration and approval on a case-by-case basis.

3.4 Performance Bond

The chosen Proposer may be required to establish and maintain, throughout the term of any agreement resulting from this solicitation a performance bond. This will be determined during the negotiation period with the successful bidder.

3.5 General Indemnification / Intellectual Property Indemnification

All selected Proposers shall be required to provide the following guarantees and indemnities to the Municipalities in any agreement resulting from this RFP:

- (A) GENERAL INDEMNIFICATION. To the fullest extent of the law, Proposer agrees to indemnify, defend and hold harmless the Municipalities, their respective officers, agents, employees, elected officials and volunteers from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise,

of Proposer or anyone acting in its behalf. Proposer shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding, which may be commenced thereunder. And Proposer shall pay any and all expense, including but not limited to, costs, attorney's fee and settlement expenses, which may be incurred therein.

(B) INTELLECTUAL PROPERTY INDEMNIFICATION. Proposer shall defend, indemnify and hold harmless the Municipalities, their elected officials, officers, employees, agents and volunteers from and against all losses, damages, claims, liabilities, and expenses (including attorneys' fees and costs) that may result by reason of alleged violation, infringement or misappropriation of a United States Patent, trade secret, trademark, trade dress, copyright or other proprietary right based on any part on the resultant agreement, product provision or receipt of any services pursuant to the Proposer's response to this RFP and/or subsequent agreement. The Municipalities shall promptly notify Proposer of any claim of infringement, violation or misappropriation for which Proposer may be responsible and shall cooperate with Proposer to facilitate the defense or settlement of such claim. Proposer shall keep the Municipalities reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the Municipalities, at Proposer's expense, to participate in the defense or settlement of such claim. Proposer shall have final authority regarding defense and settlement. If use of the product or services is prevented or appears likely to be prevented by court order or settlement resulting from any such claim, Proposer shall, at its expense, either: by license or release from claim of violation, infringement or misappropriation, procure for the Municipalities the right to continue using products or services; or modify the products of services so that they are functionally equivalent to the original but is no longer subject to a claim of violation, infringement or misappropriation.

3.6 Solution Description

Provide information on your firm's proposed solution to address the following:

- A detailed description of the solution/s that is/are being proposed to meet the Detailed Requirements in Exhibit B. Proposers shall enumerate their responses according to the outline in Exhibit B

3.7 Economic/Financial Projections

The Municipalities requires that each Proposer provide economic/financial projections for the costs, benefits and return on investment for the planning and management of the Network. The projections should be based on assumptions each Proposer makes regarding:

- The estimated capital cost to design and build the network;
- The estimated operating and maintenance expenses for a ten-year period;
- All other cost related to the Detailed Requirements in Exhibit B;
- The amount and types of compensation paid in exchange for the use of Municipal assets;
- The number of commercial subscribers for all services for a ten-year period;
- The estimated rates for retail services (if the Proposer intends to offer retail services).

The Municipalities intend to retain the rights to the Capture Portal or splash page, but may consider a separate competitive process for these rights. Proposers should estimate the revenue they anticipate over the ten-year period - should they be granted these rights - for any content, advertising or other use of the Capture Portal.

3.8 Financial Model

While each Municipality has designated funds to possibly purchase Wi-Fi services from the Proposer and/or cover the costs for the capital and maintenance costs for a Wi-Fi network, each Municipality seeks a very specific proposed model to create a partnership with each jurisdiction that outlines the capital and operational requirements for ubiquitous Wi-Fi services.

Proposers may wish to submit multiple options or models for the project. For example; in exchange for access to the municipal fiber and vertical assets, the Municipality will receive a dedicated portion of the systems bandwidth for municipal service and safety purposes or; each municipality may purchase a dedicated portion of the network's capacity for municipal

purposes.

Both communities are open to many proposed models for service. The Municipalities will answer general questions regarding proposed models during the Q&A components of the RFP response but will not engage in specifics during the RFP phase. All specific questions regarding the financial model will be negotiated with the successful Proposer during the negotiations with each individual Municipality.

3.9 Deployment Plan

The Municipalities desire an expedited deployment strategy and plan in order to realize the benefits of the initiative. However, while Gahanna seeks full deployment immediately to implement their Automatic Meter Reading system, bidders may propose a variation in New Albany, where the goal is ubiquity but they will not immediately be implementing applications for a ubiquitous network. Proposers should provide a strategic outline for deployment with a high level plan for deployment over a proposed period of time.

4. EVALUATION CRITERIA

The process for selecting a winning Proposer for the design and management of the Network will be an open, competitive and fair process that is in compliance with Ohio law.

Firms with extensive experience in partnering with local governments to design and manage wireless broadband infrastructure - consistent with the vision, objectives, policy goals and requirements defined in this RFP - are encouraged to respond.

Following an evaluation of written proposals, the Proposer(s) receiving the highest scores may be invited to participate in a second round of competition. This may be followed by a second scoring, and the highest rated Proposer(s) may be invited into contract negotiations.

4.1 Financial Capabilities

This will be determined by the financial capabilities of the Proposer relative to other Proposers.

4.2 Experience

This will be determined by the quality of references provided that demonstrate the Proposers' experience in partnering with local governments to finance and manage network infrastructure to achieve similar vision, objectives, policy goals and requirements as those defined in this RFP.

4.3 Deployment Strategy and Plan

This will be determined by the timeliness and reasonableness of the Proposers' deployment strategy and plan.

Exhibit A – Definition of Terms

Capture Portal shall refer to the web page that unauthenticated users will be redirected to when their computing device first attaches to the Network.

Municipalities shall refer to the Municipalities of Gahanna, Ohio and New Albany, Ohio

Core ISP Services shall refer to value added features which are bundled with Internet access by Service Providers such as email accounts, newsgroup access and virus and/or spam protection.

CPE shall refer to Customer Premise Equipment.

Joint Venture Partner shall refer to any organization proposing to provide products or services in response to this RFP through a partnership with the Proposer.

Mbps shall refer to Megabits per second.

Network shall refer to a wireless broadband Internet access system that is deployed throughout the Municipalities.

Network Operator shall refer to the winning Proposer to this RFP who is responsible for the financing and management of the Network.

NOC shall refer to Network Operations Center.

Nomadic Broadband shall refer to a service that provides Internet access for a stationary subscriber at a variety of locations throughout the Municipalities.

POP shall refer to an Internet Point of Presence.

Portable Broadband shall refer to a service that provides Internet access for an in-motion subscriber at a variety of locations throughout the Municipalities.

Proposer shall refer to a responder to this RFP.

RFP shall refer to Request for Proposal.

Requirements shall refer to items defined in Exhibit B of the RFP.

Service Provider shall refer to any organization, whether affiliated with the winning Proposer or not, who markets, sells and supports services over the Network.

Tier 1 Support shall refer to the process of responding to, diagnosing and attempting to resolve issues reported by users of the Network.

Tier 2 Support shall refer to the process of responding to issues escalated by Tier 1 Support representatives who are unable to resolve issues reported by users of the Network.

Tier 3 Support shall refer to the process of responding to issues escalated by Tier 2 Support representatives who are unable to resolve issues escalated from Tier 1 Support representatives.

Ubiquitous shall refer to 100% wireless coverage within each municipal boundary.

VPN shall refer to Virtual Private Network.

VLAN shall refer to Virtual Local Area Network.

Wi-Fi (Wireless Fidelity) shall refer to wireless technologies adhering to the current IEEE 802.11 standard and revisions, as well as draft standards.

WiMAX (Worldwide Interoperability for Microwave Access) shall refer to wireless technologies adhering to the IEEE 802.16 technical standards.

Exhibit B - Detailed Requirements

B.1 Business Model

- The winning Proposer will design, deploy and manage a ubiquitous wireless broadband network in each community.
- The Municipalities and other entities will grant rights to street and/or utility-poles, rooftops, and other assets on a competitively-neutral and non-discriminatory basis to the winning Proposer.
- The winning Proposer is encouraged to market retail services over the network.
- The Municipalities will retain the right to the Capture Portal for municipal purposes, the Proposer can utilize their own Capture Portal for private clients; household or business.
- The Municipalities will retain the right to review and suggest alternative providers and solutions for the Internet connectivity required at the POP.

B.2 Coverage

- a. The goal is for ubiquitous (100% coverage) wireless Internet access for each community. Solutions may be phased in approach, but solutions that provide access in only parts of the Municipalities that are more densely populated or commercially attractive, or that leave entire neighborhoods underserved, will not be considered. However, while Gahanna seeks full deployment immediately to implement their Automatic Meter Reading system, bidders may propose a variation in New Albany, where the goal is ubiquity but they will not immediately be implementing applications for a ubiquitous network.
- b. Outdoor coverage shall be provided for of all areas of the Municipalities, i.e. 100% coverage. An area is considered covered under this requirement if a laptop, handheld or other personal computing device - equipped with a minimum of an 802.11 (Wi-Fi) interface - can access the network at the provisioned service level with no additional hardware required beyond the device's standard wireless interface. Each municipality will certify coverage based upon a mutually agreed upon testing format with the Proposer.

- c. Indoor coverage- If the Proposer wishes to provide indoor coverage as part of their response to this RFP, please provide detailed information related to all facets of this RFP with respect to the indoor coverage. This includes the technology and business plan components of the RFP.

B.3 Multi-Use

- a. The Network shall support concurrent usage by each Municipalities agencies (Public Service and Public Safety), residents, businesses, institutions and visitors to the Municipalities. Examples of usage scenarios and demand may include:
 - Residents and visitors may use the Network for such uses as E-mail, web browsing, instant messaging, and entertainment and voice services. To assist Proposers in forecasting demand for residential usage, and planning for the required capabilities, summary residential demographics have been provided within this RFP.
 - Businesses may use the Network for such uses as remote office connectivity, supply chain integration, customer relationship management and inventory control.
- b. The Network shall support the logical segmentation of different “domains” of users (e.g. secure access by Public Service and/or Public Safety usage, secure and/or open access for public users, residential users, business users, etc.). This shall include the ability to define and manage different profiles (e.g. VLANs) for authentication, encryption and other service characteristics based on the requirements of each user-domain.
- c. The Network shall support the ability to prioritize traffic for Public Service and/or Public Safety usage in cases of emergency or as required by the Municipalities. Proposers shall define the methods that will be used to prioritize municipal traffic in cases of natural disaster or other emergency.
- d. The Municipalities will require Service Level Agreements (SLAs) as part of the

contract with the successful Proposer. Respondents must propose technical solutions robust enough to support SLAs.

B.4 Services and Provisioning

The goal of each community is for the provider to deploy a competitive broadband offering for businesses and residents in addition to municipal services. Below are several suggestions that each municipality believes is appropriate for different groups of community stakeholders, but are merely suggestions. Respondents are free to propose any or multiple speeds/service levels.

- a. The Network may provide a Fixed Broadband service that supports 802.11 devices at speeds roughly 1 Mbps or better data transmission rates, a dynamic IP address and other Core ISP Services. The network components should be upgradeable to account for technology improvements and refreshments without redesigning the entire network.
- b. The Network may provide a Nomadic Broadband service. This service can support 802.11 devices at a roughly 1 Mbps or better data transmission rates, a dynamic IP address and other Core ISP Services.
- c. The Network may provide a Portable Broadband service. Again, this service should support 802.11 devices at roughly 1 Mbps data transmission rates, a dynamic IP address and other Core ISP Services.
- d. The Network may want to include higher speed Fixed Broadband business-class services.
- e. Proposers shall include in their proposal the expected costs of any required CPE for each Coverage Requirement and Service defined above. Proposers shall also state who will be responsible for CPE costs during the provisioning process.
- f. Proposers may wish to provide wholesale services as part of their offering. This should be explained in detail including pricing and service expectations.

B.5 Service Pricing

- a. Proposers shall estimate the retail rates for any services to be marketed to the public by the winning Proposer.

B.6 Network Infrastructure

- a. The Network shall include a wireless Access Tier that supports connectivity from 802.11 devices through the Municipalities.
- b. The Network shall support fault tolerance mechanisms to mitigate and/or eliminate single points of failure and ensure high reliability. The Network shall support reliability levels of 99.9% for the Access Tier and 99.999% for the Backhaul Tier, Distribution Tier and POP. Proposers shall identify the MTBF for any proposed network equipment and explain the processes that will be used to guarantee these service levels.
- c. The Network shall be easily scaled and upgraded in a modular fashion to support additional subscribers, new applications and new requirements, in order to meet evolving user demands. Proposers shall estimate the percentage of the initial Network capital cost that will be invested in upgrades during the contract term and elaborate on what steps they will take to determine when upgrades are required and how they will be rolled out. Proposers shall describe how the Municipalities can evaluate the winning Proposer's performance relevant to this sub-section.
- d. All outdoor equipment shall comply with IP56/NEMA4 dust and water ingress ratings, must withstand ambient temperature ranges of -40 C to +50 C and must adhere to all other applicable local ordinances.
- e. Proposers shall define any initial and/or future ability for their solution to provide, integrate with, coexist with or complement 4.9 GHz wireless public safety technology that may be of value to the Municipality's public safety agencies. The Network shall not prohibit or negatively impact any initiative by the Municipalities during the contract term related to the deployment of wireless or other public safety technology.

- f. The Network shall support backup power for all network equipment sufficient to ensure continuous operation during a loss of electrical power. Proposers shall state the amount of time their solution will operate without electrical power and elaborate on any initial or future commitments they will make to increase backup power support.
- g. All equipment, materials and any connecting transmission media not already installed must be new, or certified as being capable of meeting the stated documented standard supplied by the Proposer.

B.7 Customer Service

Each municipality envisions certain service standards for any successful bidder. Below are several suggestions to accommodate different tiers of service. These are included as a guideline for bidders but are not requirements for the RFP response.

- a. Tier 1 Support may wish to provide subscribers with phone, web and e-mail support options for many of the following issues:
 - Sales inquiries
 - Customer service
 - Order status
 - Service cancellation
 - Service setup
 - Connectivity problems
 - Service interruption/degradation
 - Credits and refunds processing
 - Account and billing inquiries
 - Disconnect and relocation requests
- b. Tier 2 Support might include Service Providers with phone and email support options for many of the following issues:
 - Escalation of issue not resolved by Service Provider's Tier 1

- representatives
 - Proactive network status information
 - Three-party calling with Tier 2 Support agents, Tier 1 Support agents and subscribers
 - Settlement and billing inquiries between Service Provider and the winning Proposer
- c. If tier 3 Support is included, bidders may wish to include some of the following:
- 7x24x365 management of personnel at the NOC
 - 7x24x365 pager and phone support for registered Service Providers
 - Call escalation of critical issues not resolved by Tier 2 Support representatives
 - Proactive publishing of network status information, alerts, etc. by the winning Proposer

B.8 Security

Network security is critical to each municipality and will be considered as a critical component in each response. The following list includes suggestions that each bidder may wish to consider. While respondents are expected to detail security planning as part of their response, final security requirements will be determined in the negotiation process with the successful bidder.

- a. Physical security for critical network equipment components via secured facilities.
- b. Mechanisms to prevent or mitigate the risk of hackers, spammers, denial of service and other forms of malicious attacks on or through the network. These mechanisms should balance the need to prevent these attacks, while at the same time not punishing or burdening unnecessarily all users of the Network.
- c. No client software that is specific to the winning Proposer or Service Provider(s) shall be required on PCs, laptops or other mobile devices in order to use the network.
- d. Support for Media Access Control ("MAC") address filtering.

- e. Support for Wi-Fi Protected Access (“WPA II”).
- f. Support for filtering of traffic based on Internet Protocol (“IP”) addresses, subnets and Transmission Control Protocol (“TCP”) ports.
- g. Support for VPN tunneling using Internet Protocol Security (“IPSec”). This VPN support must support true end-to-end encryption, regardless of at what point in the Network users elect to terminate their session.
- h. Support for encryption of all control and network management traffic.

B.9 Privacy

The Municipalities requires that consumer privacy be protected for all users of the Network.

- a. A full disclosure of the privacy policy for all Proposers is required. This privacy policy shall adhere to all applicable federal and state laws, shall be communicated to all users on the Network and shall require users’ explicit acceptance before any service is provisioned.

Proposers’ privacy policy should, at a minimum, address the following:

- b. What information is collected, how it will be used, how long it will be stored, who it will be shared with (under what conditions) and whether it is correlated to a specific user, device or location.
- c. Mechanisms be provided to allow users to opt-in or opt-out of any service that tracks information about the user’s physical location.
- d. Mechanisms be provided to allow users to opt-in or opt-out of any service that collects, stores, profiles, shares or markets information - whether correlated to a specific user, device or location or on an aggregate basis - on the searches performed, websites visited, emails sent or any other use of the network or transmission of data by users.

- e. Users not be “enumerated” or assigned any unique number that can be used to track individuals from session to session without their express consent.
- f. Data about users not be commercialized in any way without their express consent.
- g. Policies be in place to respond to legal demands for users’ personal information in accordance with applicable laws.
- h. Personal information about users be kept only as long as it is operationally necessary.
- i. No blocking of applications, ports or other communication be used, except in situations where this blocking is solely to prevent Network abuse or is required by law.
- j. Users be allowed reasonable access to any information collected about them, including a reasonable opportunity to review information and to correct inaccuracies or delete information.