

REQUEST FOR PROPOSAL

The Township of Upper Dublin ("Township" or "Landlord") seeks sealed proposals from qualified persons, organizations, or entities (the "Proposer") for the deployment of a wireless community broadband network ("Network"). General instructions and requirements for preparing and submitting a proposal are available from the Township.

A qualified Proposer shall submit, by 11:00 a.m. on December 21, 2007, ten (10) copies of the completed proposal to:

Township Manager
Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034

Proposals shall be submitted in a sealed envelope and marked on the outside with the Proposal Title, Proposal Reference Number and Proposer's name/company. **No submittals will be accepted after the Proposal Due Date on December 21, 2007 at 11:00 a.m.**

Upon opening of all proposals, the Proposer's name/company and Proposal status (Proposal or no-Proposal) will be read. Proposer's pricing and proposal specifics will not be disclosed at the time of the opening.

The Proposer selected to provide the Network.

The successful Proposer shall enter into a separate Agreement with the Township for a term of five (5) years with a five (5) year renewal option.

The Agreement will be subject to approval by the Township Board of Commissioners ("Township Commissioners") to ensure compliance with this RFP and the successful proposal. A draft copy of a proposed Agreement is provided with the general instructions and requirements. The Township Commissioners reserve the right to reject all proposals at its sole discretion.

Beginning November 12, 2007, the general instructions and requirements may be examined without charge at the Upper Dublin Township Building, noted above, on business days between 9:00 a.m. and 3:30 p.m. on a first come first served basis. Copies should also be available on the Township's web site www.upperdublin.net on November 12, 2007. The Township point of contact is Paul Leonard at 215-643-1600 (x3219).

The Township reserves the right to accept any proposal in whole or in any part, and to reject any or all proposals if it shall be deemed in the best interest of the Township to do so. After the proposals have been initially evaluated, the Township may require a meeting with one or more Proposers to discuss their proposal, answer questions or negotiate terms prior to granting a lease.

Township of Upper Dublin

REQUEST FOR PROPOSAL



Community Broadband Wireless Network

Request for Proposal No. A-02-07

INSTRUCTIONS AND SPECIFICATIONS

Proposal Due:
December 21, 2007
11:00 A.M.

Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, Pennsylvania 19034

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1. Project Overview

1.1. Township Overview

Upper Dublin dates back to the Colonies in 1684, when Edward Tanner named his land grant from William Penn "Upper and Lower Dublin". The "lower" portion has since been absorbed by Philadelphia. The "upper" portion has continued to exist around the original survey for the laying out and naming of Susquehanna Road. Upper Dublin Township ("Township") was formally created on September 10, 1784 and granted its current status of First Class Township in the State of Pennsylvania on January 1, 1946. In accordance with the Pennsylvania First Class Township Code, the elected representatives ("Commissioners") serve 4 year terms. The government is a Council/Manager type. There are seven Commissioners, one for each ward. Commissioners' information is available on the Township's website. The Commissioners from odd numbered wards stand for election in 2003, 2007, etc. and the even numbered wards in 2005, 2009 etc. The manager runs the day to day operations with his staff. There are 7 departments: Administration, Finance, Public Works, Police, Parks and Recreation, Code Enforcement, and Fleet & Facilities (Motor Pool). Fire protection is provided primarily by the Fort Washington Fire Company No. 1 which is an all volunteer organization with dispatch from the Montgomery County central station.

The Township population numbered 25,878 in 2000. The primary land use in the Township is residential. The primary center of business and industry in the Township is the Fort Washington Office Park. It occupies 536 acres. There is about 6 million square feet of building area in the park. There are more than 65 buildings of various sizes up to 658,535 square feet. There are other centers of business, industry, and commerce as well throughout the Township.

1.2. Project Background

The Township is considering the deployment of a wireless network to serve the needs of Township residents, businesses, and visitors. The Township is one of four entities in the Commonwealth of Pennsylvania that may deploy such a network despite a 2004 state statute that restricted public sector investment in municipal networks.

The Township has completed significant analysis on the viability of a municipal broadband network. The following are the expected uses of the network:

- Public Safety – The ability for Police to move throughout the Township using wireless cards to access the broadband network for the enablement of applications that rely on broadband voice, video, and data transfer.
- City Services – Secure access for mobile city service groups for communication and information sharing.
- School District – Students & Faculty may access the network with laptops and PDAs.
- Consumer Access – Home users may access the network through the use of a wireless modem that provides access at the home. Mobile users access the network with laptops and PDAs.

The Township is **NOT** interested in a WiFi Mesh network in **UNLICENSED SPECTRUM** as its broadband solution. Detailed analysis has determined that this is not a workable solution for the Township due to the number of access points required and the existence of dense foliage. However, there will be a need for a small number of WiFi “Hot Spots” to provide service in high traffic areas (e.g. Parks and Community Gathering Places). All other alternative technologies and solutions will be considered. Due to the Township Topography and the desire to limit construction of new towers a licensed spectrum alternative is preferred.

1.3. Project Objectives

The Township has identified the following objectives for this initiative:

- Ensure universal and affordable high speed Internet access for all Township residents, businesses and visitors, paying specific attention to low income populations and underserved areas.
- Expand the capabilities of the Police and Fire Departments to improve public safety.
- Improve the efficiency of government service delivery.
- Promote job creation, business growth and economic development.

1.4. Business Model

Respondents must describe a proposed business model. Below is the preferred approach. Respondents are welcome to propose alternatives, including a detailed description of the long term viability of any proposed alternative.

- Network & Equipment Ownership = **Township**
- Equipment Installation & Setup = **Respondent**
- Ongoing Network Maintenance & Monitoring = **Respondent**
- Equipment maintenance & repair, including repair by replacement = **Respondent**
- **Major capital improvement = Respondent/Township**
- End User Service Definition = **Township**
- End User Pricing = **Township**
- End User Revenue = **Township**
- End User Technical Support = **Respondent**
- End User Billing & Collection = **Respondent**
- End User Marketing = **Township**

- End User Modem Inventory = **Respondent**
- End User Modem Delivery = **Respondent**
- End User Ordering (Phone or Web Orders) = **Respondent**
- Licensed Spectrum ownership (if proposed) = **Respondent**
- Access to the Public Internet = **Township**

The Township is aware that the Respondent will require fees for the services & equipment listed above. The Township is willing to consider alternate financial arrangements if any are proposed (e.g. shared use of the network for reduction/elimination of fees).

The Township expects the term of the contract to be 5 years with a 5 year renewal option. Upper Dublin will grant access to towers, poles and buildings that are owned by the Township for installation and maintenance of the broadband equipment.

2. Community Overview

2.1. Statistics/Demographics

Upper Dublin Township is located in eastern Montgomery County, Pennsylvania.

- Established: 1784
- Total Area: 13 square miles (8320 acres)
- Longitude: 75 11' 59" W, Latitude: 40 09' 07" N, Elevation: 320'

Upper Dublin is made up of several community areas differentiated by zip code and traditional unincorporated village or place distinction:

- Abington (19001)
- *Ambler (19002)
- Ardsley (19038)

- Dresher (19025)
- Fort Washington (19034)
- Jarrettown (19025)
- Maple Glen (19002)
- North Hills (19038)
- Oreland (19075)
- Willow Grove (19090)

*The Borough of Ambler proper is a separate entity and not part of Upper Dublin

Land Use Distribution

- Developed Land: 90.5%
- Undeveloped Land: 9.5%

Developed Land by Percentage:

- Residential: 59.6%
- Commercial: 2.4%
- Industrial: 3.6%
- Utilities: 1.5%
- Recreational: 11.6%
- Institutional: 8.4%
- Undeveloped: 12.9%

Demographics (2000 Census)

- Population: 25,878
- Population Density: 1,990 per square mile
- Households: 9,174

Educational Level (2000 Census)

- High School Graduate or Higher: 92.8%
- Bachelor's Degree or Higher: 57.6%

Age Structure (2000 Census)

- Ages 0 to 4: 6.0%
- Ages 5 to 19: 23.1%
- Ages 20 to 24: 3.2%
- Ages 25 to 44: 25.4%
- Ages 45 to 64: 28.5%
- Ages 65 and Older: 13.7%

Income Levels (2000 Census)

- Per Capita Income: \$37,994
- Median Household Income: \$80,093
- Median Family Income: \$91,418

2.2 Open Space

Upper Dublin Township has produced an Open Space and Environmental Resource Protection Plan in accordance with the requirements set forth by Montgomery County. Through meetings with Upper Dublin's Citizens Advisory Committee, a set of five goals for the Plan were agreed upon. The below listed goals are specific to neighborhood parks and playgrounds. They are the focus for serving the open space and recreation needs of neighborhoods into the future.

- Every resident should be able to walk safely, within a half-mile radius, to a neighborhood playground or school playground.

- Every resident should be able to walk safely, within a half-mile radius to at least one neighborhood or community park to satisfy both active and passive recreation needs. School grounds may be considered if they are open to the public and include open fields or lawns suitable for walking.
- Sidewalks and crosswalks should be installed where high-volume streets make pedestrian access to parks and playgrounds difficult or dangerous.
- Draft voluntary guidelines and mandatory regulations (where possible) to protect the Sandy Run and other significant tributaries of the Wissahickon Creek.
- Establish open space linkages within the Township and between Upper Dublin and adjacent municipalities. These linkages may be active in nature with trails or sidewalk connections, or they be preserved "green connectors" having qualities such as steep slopes, woodlands, or stream valleys which would not include public use.

2.3 Public Schools

The School District of Upper Dublin ("School District") is a separate governmental body guided by the statutes of the Commonwealth of Pennsylvania. It has a Board of School Directors elected by the residents with the power to levy taxes within state guidelines. A superintendent is in charge of day to day operations as well as strategic planning. There are 4 elementary schools (K-5), one middle school (6-8) and one high school (9-12) which are fully accredited by the Middle States Association of Colleges and Schools. The professional staff has an average of 16 years teaching experience and approximately 85 percent hold advanced degrees.

Mission Statement

Within a safe, caring environment of mutual respect and sensitivity to diversity, the School District partnership of staff, parents and community will:

- Enable all students to be successful learners
- Encourage all students to develop their unique talents and abilities
- Ensure all students have resources to pursue their interests
- Empower all students to be life-long learners and contributing members of a rapidly changing world.

Additional School Information

- View A Phone List of Public & Non-Public Schools at www.upperdublin.net
- Visit the Upper Dublin School District Website at www.udsd.org

2.4 Transportation

Upper Dublin has major road arteries passing through it. The Pennsylvania Turnpike (Interstate 276) intersects with State Route 309 in Fort Washington. Route 309 is a limited access highway and has four intersections in the Township in addition to the Turnpike, at Butler Pike, Highland Avenue, Pennsylvania Avenue and Susquehanna Road. Other major roadways include: Limekiln Pike (State Route 152), Welsh Road (State Route 63), Butler Pike (Montgomery County), Norristown Road and Fitzwatertown Road. Train service is available nearby in adjacent municipalities (Ambler, Fort Washington, Fenwick, Oreland, North Hills and Ardsley stations) provided by SEPTA (SouthEastern Pennsylvania Transportation Authority). Bus service is available from the Fort Washington station to the Fort Washington Office Center.

2.5 Public Library

The mission of the Upper Dublin Public Library is to satisfy the informational, intellectual and cultural needs of all Township residents by providing materials, programs and services that enrich people's lives. The Library accomplishes this mission by ensuring:

- A welcoming environment
- Knowledgeable staff
- Fiscally responsible oversight

2.6 Parks & Recreation

Upper Dublin Township has a robust collection of Parks and Recreation areas for Township residents' use. The Upper Dublin Township Department of Parks and Recreation is a professionally operated, multi-faceted leisure services organization. Its mission is based on a passion for enriching the lives of Township residents through recreation, creating natural beauty and maintaining a safe, clean environment. The Parks and Recreation Department consistently strives to provide enjoyable experiences for Township residents through warm, genuine service and quality facilities. The following objectives guide us:

- To exceed the expectations of our citizens by understanding, anticipating and fulfilling their needs.
- To manage UDP&R in the best interests of the community to meet short and long term goals.
- To provide a challenging and rewarding professional experience for our employees.

3. General Instructions

3.1. Submittal Procedure

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

**Upper Dublin Township
800 Loch Alsh Avenue
Fort Washington, PA 19034**

Attention: Paul A. Leonard – Broadband RFP Response

The deadline for the submittal of proposals is no later than **Friday, December 21, 2007 at 11:00 A.M. local time.** Respondents 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. Upper Dublin Township shall bear no responsibility for submitting proposals on behalf of any Respondent.

3.2. 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 Respondent(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 December 21, 2007.

3.3. Proposal Q&A Conference

The Township will host a teleconference to address any questions related to the RFP on **Friday, November 16, 2007 at 1:00 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 Number - 877-922-7151

Participant Number - 8002602#

3.4. Additional Information and Questions

Additional written questions will be accepted **November 19, 2007** through **November 27, 2007** via e-mail. Responses to these questions will be addressed no later than **December 3, 2007** via e-mail. No question prior to or after those dates will be responded to.

Please e-mail all questions to: dritter@upperdublin.net

3.5. Examination of Documents and Requirements

Each Respondent 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 Respondent 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 Respondent from obligation to comply, in every detail, with all provisions and Requirements of the RFP.

3.6. Post Proposal Discussions with Respondents

It is the Township's intent to commence final negotiation with the responsive Respondent(s) deemed most advantageous to the Township. Upper Dublin Township reserves the right to conduct post-proposal discussions with any Respondent(s).

3.7. Terms, Conditions, Limitations, and Exceptions

- 3.7.1 This RFP does not commit the Township 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.
- 3.7.2. The proposals will become part of the Township's official files without any obligation on the Township's part.
- 3.7.3. The Township shall not be held accountable if material from proposals is obtained without the consent of the Respondent by parties other than the Township, at any time during the proposal evaluation process.
- 3.7.4. The Township will use due diligence to protect materials clearly marked by any Respondent as "**proprietary**," "**trade secret**" or "**confidential**". General technology approach or business model information does not constitute "**proprietary**," "**trade secret**" or "**confidential**" information.

- 3.7.5. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Township (including any and all members of proposal evaluation committees).
- 3.7.6. 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. Conversely, the Township can combine or consolidate proposals, or portions thereof, for the purposes mentioned herein.
- 3.7.7. 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.
- 3.7.8. The RFP and the related responses of the selected Respondent may by reference become part of any formal agreement between the selected Respondent and the Township. In the event an agreement cannot be reached with the selected Respondent, the Township reserves the right to select an alternative Respondent. The Township reserves the right to negotiate with alternative Respondent(s) the exact terms and conditions of the contract.
- 3.7.9. Respondents, 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 Township.

3.7.10. If necessary for the completion of tasks required under the project, the Township will provide reasonable working space to the Respondent.

3.7.11. Clerical support and reproduction of documentation costs shall be the responsibility of the Respondent. If required, such support and costs shall be defined in the contract negotiated.

3.7.12. The Township may terminate its performance under a contract in the event of a default by the Respondent and a failure to cure such default after receiving notice of default from the Township. Default may result from the Respondent's failure to perform under the terms of the contract or from the Respondent becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

3.7.13. The Township reserves the right to unilaterally disqualify any Respondent who in the Township's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, the Township reserves the right to unilaterally disqualify any Respondent 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 Township. This disqualification is at the sole discretion of the Township. By submission of a Proposal hereunder, the Respondent waives any right to object now, or at any future time, before any agency or body, including but not limited to, the Township Elected Officials, Officers, Agents, or Employees, or any Court, as to the exercise by the Township of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the Township.

3.7.14. The Township shall have the unilateral right to reject any RFP response for any reason including, but not limited to the following:

- Failure to submit the RFP on time.
- Failure to submit the RFP to the correct location.
- Failure to submit the RFP in the prescribed electronic format and response copies as required.
- Failure to include all requested information.
- Failure to properly itemize costs (if any), components, design details and other required data.
- Taking exception to the terms, conditions, and specifications herein.

NOTE: Any deviation or omission from the preceding instructions may void any Respondent submission.

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

- Reject any or all Proposals.
- Reissue the RFP.
- Accept portions of individual or multiple RFP responses.
- Extend the deadline for submission of Proposals by notifying all parties who have registered an interest in this RFP with the Township.
- Request more information and/or clarification of proposals from any or all Respondents.
- Waive immaterial defect(s) or informality (ies).

- 3.7.16. The foregoing granting of exclusive negotiation rights does not commit the Township 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 Township for failure to reach mutually acceptable terms.
- 3.7.17. The Township reserves the right to request clarification of any Proposal after all Proposals have been received.
- 3.7.18. The Township reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the Township's interest.
- 3.7.19. The Township reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals.
- 3.7.20. The Township reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 3.7.21. Respondents 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 Respondent.
- 3.7.22. All disputes arising out of this agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be brought in the Court of Common Pleas of Montgomery County, Pennsylvania.

- 3.7.23 This RFP, the responses thereto, and any contract awarded there from shall for all purposes be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and the ordinances of the Township.
- 3.7.24 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 Township.
- 3.7.25. Any item purchased by the Township under a subsequent contract will be exempt from Federal, State and Local Taxes and must be excluded from all costs contained in bid submissions and invoices sent to the Township by the chosen contractor/consultant or their agents.
- 3.7.26. The Township reserves the right to conduct, for security reasons, a lawful background investigation on the selected Respondent, and its principle party, personnel or subcontractors.

- 3.7.27. Respondents agree to cooperate with the Township in this endeavor and to provide any permitted, reasonably necessary information. The Township will, upon the Respondent's written request, provide a copy of such background investigations to the Respondent, to the extent allowable by law. Dependent upon the results of the background check, the Township may request the Respondent to immediately remove an individual from participation on this project. Respondents shall not knowingly assign any personnel with records of criminal conviction(s) to this Project without advising the Township of the nature and gravity of the offense. In fulfilling the obligations under this section, the Township and the Respondents shall comply with all laws, rules, and regulations relating to the making of investigative reports and the disclosure of the information contained therein. The Township and the Respondents 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.
- 3.7.28. All selected Respondents shall be required in the course of the project to cooperate fully, and in any reasonable manner the Township shall request, with all of the Township's elected officials, officers, agents, employees, contractors, subcontractors and volunteers. Further, selected Respondents shall be required to coordinate their implementation(s) with all other selected Respondents and all other projects that are being undertaken by the Township. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, the Township shall be immediately informed and will determine the manner in which the parties are to proceed.

3.8. Project Administration

Overall project administration shall be provided by:

Paul Leonard, Township Manager, Upper Dublin Township

3.9. Proposal Schedule

Listed below are important dates related to this RFP.

- RFP Released- November 12, 2007
- Proposal Q&A Conference Call- November 16, 2007
- All written questions received via email- November 27, 2007
- All written responses to questions will be sent- December 3, 2007
- RFP responses are due by 11:00AM EST- December 21, 2007

Deadlines may be extended at the sole discretion of the Township.

3.10. Expected Project Schedule

The dates listed below are a guideline and are subject to change.

- RFP Awarded- January 7, 2007
- Contract Signed- January 25, 2008
- Equipment Installation begins- TBD based on technical responses
- First customers on the Network- TBD based on technical responses

4. Evaluation and Selection Criteria

4.1. Evaluating Proposals

The process for deciding on a successful Respondent to this RFP will be an open, competitive, and fair process. Firms with experience in deploying wireless broadband infrastructure consistent with the vision, objectives, policies and requirements defined in this RFP are encouraged to respond.

An Evaluation Committee ("EC"), which will include representatives from the Township and selected consultants, will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal.

The RFP proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

4.1.1. Phase I will involve an assessment of each Respondent's compliance with and adherence to all submittal requirements requested in Section 5, Proposal Format and Content. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

- 4.1.2. In Phase II, the EC will evaluate the extent to which a responsive Respondent's Proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, preliminary cost proposal and other factors based on the evaluation criteria outlined in Section 4.1, Evaluating Proposals.
- 4.1.3. As part of the evaluation process, the EC will review the information required for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial situation.

The Township reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process.

Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

4.2. Evaluation Criteria

4.2.1. Value to the Township

The value to the Township will be determined by the proposed costs for all equipment/services and the ability to meet the Project Objectives outlined in Section 1.

4.2.2. Professional and Technical Competence

The Respondent's ability to provide the services described in the RFP, including the capacity to achieve the project goals, objectives and the scope of services described in this RFP will be determined by the following:

- 4.2.2.1. Respondent's Professional Qualifications and the Specialized Experience of Respondent's Team in providing Municipal wireless broadband Network Service on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies).
- 4.2.2.2. The Local Availability of Respondent's Key Personnel which will be committed to the Township's account
- 4.2.2.3. The Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules.
- 4.2.2.4. The EC may solicit from current and/or previous clients' relevant information concerning the Respondent's record of performance.

4.2.3. Financial Capabilities

The EC will consider the financial condition of the Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

4.2.4. Deployment Strategy and Plan

The EC will consider the timeliness and reasonableness of the proposed deployment plan and the Respondent's approach to covering the Township residents.

Other determining factors include: the Quality, Comprehensiveness and Adequacy of the proposed approach to developing and implementing the Deployment Strategy, including the staffing plan and Respondent's local availability and commitment of personnel who will manage and oversee the Township account

The EC 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 Township's requirements.

4.2.5. Level of Innovation

The EC will consider the programmatic creativity and technical innovation demonstrated by the Respondent. The Township prefers leading-edge, but proven, highly reliable technology. The Township favors innovative use of Township owned infrastructure and community assets.

5. Proposal Format and Content

5.1. Introduction and Executive Summary

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

5.2. Company Profile

Respondents must provide information on their background and qualifications which addresses the following:

- 5.2.1. Name, mailing address, e-mail address, telephone number and fax number of the primary contact person for the Respondent.
- 5.2.2. A brief description of Respondent, number of years in business, number of employees, office locations, etc. as well as any Joint Venture Partners.
- 5.2.3. Financial details that demonstrate Respondent's financial capabilities to undertake and complete the project as proposed, which shall include:
 - 5.2.3.1. 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 Respondent has been in business less than two (2) years, please state the length of business operations and supply any audited records.

- 5.2.3.2. A statement disclosing any state or federal bankruptcy or insolvency proceeding that Respondent has filed or with which Respondent is otherwise involved.
 - 5.2.3.3. Electronic copies or Internet links to the most recent Form 10-K filed by the Respondent with the U.S. Securities and Exchange Commission (if applicable); and
 - 5.2.3.4. Electronic copies or Internet links to all Form 8-Ks filed since the filing of the most recent 10-K (if applicable).
- 5.2.4. 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.
 - A statement as to whether the agreement between Joint Venture Partners makes each partner jointly and severally liable for contractual obligations of this project.
- 5.2.5. References for not more than three projects - similar in size and scope (preferably but not exclusively) - performed by the Respondent 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.
- 5.2.6. Capacity of Respondent to work the Project including number of other projects planned for the Project period and number of personnel to be assigned to the Project.

- 5.2.7. Any other information not specifically itemized above that is believed to be demonstrative of your firm's financial capabilities.

5.3. Insurance

- 5.3.1. Respondents shall indemnify, defend and hold harmless the Township 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.
- 5.3.2. In addition, the Respondents shall maintain in force during the period of performance and warranty one or more policies of "per occurrence" liability insurance naming the Township 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 Township 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 Township. Current copies of certificates of insurance showing the essential elements of coverage for each policy required under this provision shall be provided to the Township.

5.3.3. While services are performed in the Township under this agreement, the Respondent shall, at a minimum, maintain insurance in the following types and amounts:

- Standard workers' compensation as required by law.
- 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 Zero Cents (US \$1,000,000.00) each occurrence and Two Million Dollars and Zero Cents (US \$2,000,000.00) General aggregate.
- Automobile liability insurance insuring owned, non-owned, hired, leased, or borrowed automobiles in the minimum amount of One Million Dollars and Zero Cents (US \$1,000,000.00) for each accident – combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
- Respondents shall require that any designee or subcontractor maintain like insurance as listed above. Requests for lesser liability limits for subcontractors shall be submitted to the Township for consideration and approval on a case-by-case basis.

5.4. Bid and Performance Bonds

Each Respondent shall submit with their proposal a certified check, cashier's check or Bid Bond in the amount of \$5,000 payable unconditionally to the Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The check or bond of the Respondent to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is

submitted. The check or bond of the successful Respondent shall be forfeited if the Respondent fails to enter into a contract.

The chosen Respondent 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 Respondent.

5.5. General Indemnification/Intellectual Property Indemnification

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

5.5.1. General Indemnification

To the fullest extent of the law, Respondent agrees to indemnify, defend and hold harmless the Township, its 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 Respondent or anyone acting in its behalf. Respondent shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding, which may be commenced thereunder. And Respondent shall pay any and all expense, including but not limited to, costs, attorney's fee and settlement expenses, which may be incurred therein.

5.5.2. Intellectual Property Indemnification

Respondent shall defend, indemnify and hold harmless the Township, its 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 Respondent's response to this RFP and/or subsequent agreement. The Township shall promptly notify Respondent of any claim of infringement, violation or misappropriation for which Respondent may be responsible and shall cooperate with Respondent to facilitate the defense or settlement of such claim. Respondent shall keep the Township reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the Township, at Respondent's expense, to participate in the defense or settlement of such claim. Respondent 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, Respondent shall, at its expense, either: by license or release from claim of violation, infringement or misappropriation, procure for the Township 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.

5.6. Solution Description

Respondents are to provide information on their proposed solution to address the following:

- A detailed description of each solution being proposed to meet the Detailed Requirements in Section 6.

- Respondents shall enumerate their responses according to the outline in Section 6.

5.7. Deployment Plan

The Evaluation 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 Township's requirements.

5.7.1. Project Timeline

The Township requires strict adherence to the timeline that is outlined in Section 3.10. If the Respondent requests a change to the proposed schedule, a detailed explanation of the reason(s) must be included with the Respondent's proposal.

5.7.2. Organization Chart

All Respondents must include an Organization Chart that details the name, function, contact numbers, and location of all parties expected to be associated with this project. The chart should include individuals who will be performing the initial setup and installation, project management, trouble resolution, ongoing maintenance, etc.

5.8. Resources

Respondent must describe facilities, equipment, personnel, communication technologies and other resources available for implementing any proposed Services.

5.9. Potential Partners

Respondent must identify any potential partners that are expected to provide services to the Township on Respondent's behalf. Respondent must include a detailed description of the services that the potential partner(s) will be providing. The Township expects that any communication, negotiation, or any other contact associated with a potential partner's services will be the Respondent's responsibility.

5.10. Economic/Financial Projections

The Township requires that each Respondent provide economic/financial projections for the costs, benefits and return on investment (if any) for the planning and management of the Network. The projections should be based on assumptions each Respondent makes regarding:

- The estimated capital cost to design and build the network
- The estimated operating and maintenance expenses for a five year period
- All other costs related to the Detailed Requirements in Section 6
- The amount and types of compensation paid (if proposed)

6.0. Detailed Requirements

6.1. Coverage

Wireless Internet access will be provided throughout the entire Township within 6 months from the signing of an agreement. Solutions that provide access in only parts of the Township that are more densely populated or commercially attractive, or that leave entire neighborhoods underserved, will not be considered.

6.1.1. Outdoor coverage will be provided for a minimum of 95% of all areas of the Township. An area is considered covered under this requirement if a laptop, handheld or other personal computing device equipped with an appropriate interface card can access the network at the provisioned service level. Additionally, at locations identified in Section 7, unlicensed WiFi (e.g. 802.11b/g/n) coverage is required allowing Residents with compatible WiFi enabled devices to access the Township network.

6.1.2. Indoor, Perimeter Room coverage will be provided for a minimum of 95% of all residential and commercial buildings throughout the Township. A building is assumed covered under this Requirement if a device located in each Perimeter Room on the ground and second floor of the building can access the Network at the provisioned service level. This coverage requirement may be met by using any appropriate Customer Premises Equipment (CPE). Additionally, in no more than 25% of the Township's Residents or Businesses, an external mounted antenna may be utilized to meet this requirement.

6.2. Multi-Use/Prioritization

- 6.2.1. The Network must support concurrent usage by Township agencies, residents, businesses, educational institutions, and visitors to the Township.
- 6.2.2. Support for logical segmentation of different “domains” is required (e.g. secure access for Public Safety personnel, secure and/or open access for public users, residents, businesses, etc.). This will 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.
- 6.2.3. The Network must support the ability to prioritize traffic for Township use in cases of emergency or as otherwise required by the Township. Respondents will define the methods that will be used to prioritize Township traffic and described how operations will be maintained in cases of natural disaster or other emergency.
- 6.2.4 Support for prioritization and/or Quality of Service (QoS) is required for certain applications, such as voice, police surveillance video, or certain business services.

6.3. Services and Provisioning

- 6.3.1. The Network will provide Fixed Broadband consumer services. These services must support 3 speed tiers: 2Mbps, 4Mbps, and 8Mbps symmetric data transmission rates, a dynamic IP address and other core IP Services utilizing the Township provided internet connection.

- 6.3.2. The Network will provide Nomadic Broadband services. These services must support 3 speed tiers: 2Mbps, 4Mbps, and 8Mbps symmetric data transmission rates, a dynamic IP address and other core IP Services utilizing the Township provided internet connection.
- 6.3.3. The Network will address Portable Broadband service. This service must support at a best-effort minimum 1 Mbps symmetric data transmission rate, a dynamic IP address and other Core ISP Services utilizing the Township provided internet connection. Session level connectivity must be maintained for in-motion subscribers at a speed of 60 MPH. The Township prefers seamless handoff between towers without the loss of connectivity.
- 6.3.4. The Network will provide WiFi “Hot Spots” at Township designated locations identified in Section 7. This service must support at a best-effort minimum 2Mbps symmetric data transmission rate, a dynamic IP address and other Core ISP Services utilizing the Township provided internet connection.
- 6.3.5. The Network will provide Fixed Broadband business-class services. These services must support 2 speed tiers: 4Mbps, and 8Mbps symmetric data transmission rates, a dynamic or static IP address and other core IP Services utilizing the Township provided internet connection.
- 6.3.6. Payment methods for all residential and business services must include credit and debit card. Other methods must be proposed for users who do not have the ability or do not wish to pay with credit or debit cards (e.g. prepaid vouchers, top-off cards).

- 6.3.7. Respondents will include in their proposal the expected costs of any required CPE for each Coverage Requirement and Service defined above. Respondents will specify the process that will be required for subscribers who already possess CPE and for subscribers who require new CPE in order to provision service.
- 6.3.8. The Network will support a wide variety of devices (e.g. personal computers, laptop computers, handheld devices, smart phones, etc.) as well as proprietary, standards-based, and open source operating systems.
- 6.3.9. Respondents will describe the Network build-out, phasing, timeline for geographic reach and plan to meet the Coverage goals within the 6 month build-out limit.
- 6.3.10. Respondents will describe the initial offering of services, levels, and speeds of technologies.
- 6.3.11. Respondents will describe how the Network will be upgraded over time to be “future proof” for the next 10 years.
- 6.3.12. Respondents will work with designated Township representatives regarding the placement of equipment, boxes, and structure to insure that the installation is placed in a way that minimizes visual and physical impact and does not harm historic, preserved, and otherwise specially designed or designated Township streets, buildings, parkways, and parks.

6.4. Service Pricing Guide

The Township expects to market 4 service tiers to Township residents and businesses. The following is a list of the projected service tiers and overall price range:

- Mobility Service
- 2Mbps Symmetric service
- 4Mbps Symmetric service
- 8Mbps Symmetric service
- Prices will range from \$9.99 per month to \$49.99 per month

The Township DOES NOT expect to initially offer additional ISP services such as email, web hosting, or online storage at launch. However, the Township reserves the right to change this position.

Final pricing will be set by the Township prior to launch. Respondents are encouraged to provide feedback on the recommended pricing range and offer any suggestions related to pricing or service tiers.

6.5. Network Infrastructure

- 6.5.1. The Network shall include wireless access (utilizing licensed spectrum or similar alternative) that supports connectivity throughout the Township.
- 6.5.2. The Network will provide wireless access at a limited number of locations specifically designated by the Township that supports connectivity from 802.11b/g devices.

- 6.5.3. All Network traffic will be aggregated back to a high speed Internet connection provided by the Township. The connection will be located at the following address:

**801 Loch Alsh Avenue
Fort Washington, PA 19034**

- 6.5.4. 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 changing user demand. Respondents shall estimate the percentage of the initial Network capital cost that will be required to invest in upgrades during the contract term and elaborate on what steps will be taken to determine when upgrades are required and how they will be rolled out.
- 6.5.5. All outdoor equipment shall comply with IP56/NEMA4 dust and water ingress ratings, must withstand ambient temperature ranges of -40C to +50C and must adhere to all other applicable local ordinances.
- 6.5.6. Respondents shall define any initial and/or future ability for their solution to provide, integrate with, coexist with or complement 4.9GHz wireless public safety technology that may be of value to the Township's public safety agencies. The Network shall not prohibit or negatively impact any initiative by the Township during the term related to the deployment of wireless or other public safety technology.

6.5.7. The Network shall support backup power for all network equipment sufficient to ensure continuous operation during a loss of electrical power service.

Respondents shall state the amount of time their solution will operate without electric power service and elaborate on any initial or future commitments the Respondent will make to increase backup power support. Respondent should include pricing to support continuous operations in the event of an electric power failure for emergency operations.

6.5.8. 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 Respondent.

6.6. Customer Service

The Township requires service standards for any successful bidder. Below are the suggested tiers of service. Alternatives to the service tiers below are welcomed, however, Respondents must include an explanation of the benefits of their recommendation.

6.6.1. Tier 1 Support – provide subscribers with phone, web, and email support options for the following issues:

- Sales Inquires
- 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

6.6.2. Tier 2 Support – phone and email support for the following issues:

- Escalation of issue not resolved by Tier 1 representatives
- Proactive network status information
- Three-party calling with Tier 2 support agents, Tier 1 support agents and subscribers

6.6.3. Tier 3 Support – support for the following:

- 7X24X365 management personnel at the NOC
- 7X24X365 pager and phone support for Township Personnel
- Call escalation of critical issues not resolved by Tier 2 Support Representatives
- Proactive reporting of network status information, alerts, etc. by winning Respondent

6.7 Security

Network security is critical to the Township and will be considered as a critical component in each response. The following list includes suggestions that each Respondent 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 selected Respondent.

- 6.7.1. Physical security for critical network equipment components via secured facilities.
- 6.7.2. Mechanisms to prevent or mitigate the risk of hackers, spammers, denial of service attacks, 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.
- 6.7.3. No client software that is specific to the selected Respondent shall be required on PCs, laptops or other mobile devices in order to use the network.
- 6.7.4. Support for Media Access Control (“MAC”) address filtering.
- 6.7.5. Support for WiFi Protected Access (“WPA II”) in the locations designated by the Township in Section 7.
- 6.7.6. Support for filtering of traffic based on Internet Protocol (“IP”) addresses, subnets, and Transmission Control Protocol (“TCP”) ports.
- 6.7.7. 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.
- 6.7.8. Support for encryption of all control and network management traffic.

6.8 Privacy

The Township requires that consumer privacy be protected for all users on the Network.

- 6.8.1. A full disclosure of the privacy policy for all Respondents 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 prior to the provisioning of any service.

Respondent's privacy policy should, at a minimum, address the following:

- 6.8.2. 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.
- 6.8.3. Mechanisms provided to allow users to opt-in or opt-out of any service that tracks information about the user's physical location.
- 6.8.4. Mechanisms 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.
- 6.8.5. Users must not be “enumerated” or assigned any unique number that can be used to track individuals from session to session without their express consent.
- 6.8.6. Data about users must not be commercialized in any way without their express consent.

- 6.8.7. Policies must be in place to respond to legal demands for user's personal information in accordance with applicable laws.
- 6.8.8. Personal information about users should be kept only as long as it is operationally necessary.
- 6.8.9. No blocking of applications, ports, or other communication will be used, except in situations where this blocking is solely to prevent Network abuse or is required by law.
- 6.8.10. Users must be allowed reasonable access to any information collected about them, including a reasonable opportunity to review information and to correct inaccuracies or delete information.

7.0 Addendums

7.1. Township Assets & Tower Locations

Township Tower

Municipal Building Tower (under construction)	801 Loch Alsh Avenue, Fort Washington, PA
Burn Brae Fire Station Tower	3323 Susquehanna Road, Dresher, PA

Township Properties – Potential Equipment Locations

North Hills Community Center & Library	212 Girard Ave, Fort Washington, PA
EPI-Center	100 Wischman Ave, Oreland, PA
Mondauk Common	1451 Dillon Rd, Ambler, PA
Camphill & Highland Athletic Complex (CHAC)	1450 Highland Ave, Fort Washington, PA

7.2. Township Public “Hot Spots”

North Hills Community Center & Library	212 Girard Ave, Fort Washington, PA
EPI-Center	100 Wischman Ave, Oreland, PA
Mondauk Common	1451 Dillon Rd, Ambler, PA
Camphill & Highland Athletic Complex (CHAC)	1450 Highland Ave, Fort Washington, PA
Veterans Memorial Park	540 Highland Ave, Ambler, PA

7.3. Requirements Compliance Matrix

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.1.	Wireless Internet access will be provided throughout the entire Township within 6 months from the signing of an agreement. Solutions that provide access in only parts of the Township that are more densely populated or commercially attractive, or that leave entire neighborhoods underserved, will not be considered.				
6.1.1.	Outdoor coverage will be provided for a minimum of 95% of all areas of the Township. An area is considered covered under this requirement if a laptop, handheld or other personal computing device equipped with an appropriate interface card can access the network at the provisioned service level. Additionally, at locations identified in Section 7, unlicensed WiFi (e.g. 802.11b/g/n) coverage is required allowing Residents with compatible WiFi enabled devices to access the Township network.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.1.2.	Indoor, Perimeter Room coverage will be provided for a minimum of 95% of all residential and commercial buildings throughout the Township. A building is assumed covered under this Requirement if a device located in each Perimeter Room on the ground and second floor of the building can access the Network at the provisioned service level. This coverage requirement may be met by using any appropriate Customer Premises Equipment (CPE). Additionally, in no more than 25% of the Township's Residents or Businesses, an external mounted antenna may be utilized to meet this requirement.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.2.1.	The Network must support concurrent usage by Township agencies, residents, businesses, educational institutions, and visitors to the Township.				
6.2.2.	Support for logical segmentation of different “domains” is required (e.g. secure access for Public Safety personnel, secure and/or open access for public users, residents, businesses, etc.). This will 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.				
6.2.3.	The Network must support the ability to prioritize traffic for Township use in cases of emergency or as otherwise required by the Township. Respondents will define the methods that will be used to prioritize Township traffic and described how operations will be maintained in cases of natural disaster or other emergency.				
6.2.4.	Support for prioritization and/or Quality of Service (QoS) is required for certain applications, such as voice, police surveillance video, or certain business services.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.3.1.	The Network will provide Fixed Broadband consumer services. These services must support 3 speed tiers: 2Mbps, 4Mbps, and 8Mbps symmetric data transmission rates, a dynamic IP address and other core IP Services utilizing the Township provided internet connection.				
6.3.2.	The Network will provide Nomadic Broadband services. These services must support 3 speed tiers: 2Mbps, 4Mbps, and 8Mbps symmetric data transmission rates, a dynamic IP address and other core IP Services utilizing the Township provided internet connection.				
6.3.3.	The Network will address Portable Broadband service. This service must support at a best-effort minimum 1 Mbps symmetric data transmission rate, a dynamic IP address and other Core ISP Services utilizing the Township provided internet connection. Session level connectivity must be maintained for in-motion subscribers at a speed of 60 MPH. The Township prefers seamless handoff between towers without the loss of connectivity.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.3.4.	<p>The Network will provide WiFi “Hot Spots” at Township designated locations identified in Section 7.</p> <p>This service must support at a best-effort minimum 2Mbps symmetric data transmission rate, a dynamic IP address and other Core ISP Services utilizing the Township provided internet connection.</p>				
6.3.5.	<p>The Network will provide Fixed Broadband business-class services.</p> <p>These services must support 2 speed tiers: 4Mbps, and 8Mbps symmetric data transmission rates, a dynamic or static IP address and other core IP Services utilizing the Township provided internet connection.</p>				
6.3.6.	<p>Payment methods for all residential and business services must include credit and debit card. Other methods must be proposed for users who do not have the ability or do not wish to pay with credit or debit cards (e.g. prepaid vouchers, top-off cards).</p>				
6.3.7.	<p>Respondents will include in their proposal the expected costs of any required CPE for each Coverage Requirement and Service defined above. Respondents will specify the process that will be required for subscribers who already possess CPE and for subscribers who require new CPE in order to provision service.</p>				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.3.8.	The Network will support a wide variety of devices (e.g. personal computers, laptop computers, handheld devices, smart phones, etc.) as well as proprietary, standards-based, and open source operating systems.				
6.3.9.	Respondents will describe the Network build-out, phasing, timeline for geographic reach and plan to meet the Coverage goals within the 6 month build-out limit.				
6.3.10.	Respondents will describe the initial offering of services, levels, and speeds of technologies.				
6.3.11.	Respondents will describe how the Network will be upgraded over time to be “future proof” for the next 10 years.				
6.3.12.	Respondents will work with designated Township representatives regarding the placement of equipment, boxes, and structure to insure that the installation is placed in a way that minimizes visual and physical impact and does not harm historic, preserved, and otherwise specially designed or designated Township streets, buildings, parkways, and parks.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.4.	<p>The Township expects to market 4 service tiers to Township residents and businesses. The following is a list of the projected service tiers and overall price range:</p> <ul style="list-style-type: none"> • Mobility Service • 2Mbps Symmetric service • 4Mbps Symmetric service • 8Mbps Symmetric service • Prices will range from \$9.99 per month to \$49.99 per month <p>The Township DOES NOT expect to initially offer additional ISP services such as email, web hosting, or online storage at launch. However, the Township reserves the right to change this position.</p> <p>Final pricing will be set by the Township prior to launch.</p> <p>Respondents are encouraged to provide feedback on the recommended pricing range and offer any suggestions related to pricing or service tiers.</p>	N/A	N/A	N/A	

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.5.1.	The Network shall include wireless access (utilizing licensed spectrum or similar alternative) that supports connectivity throughout the Township.				
6.5.2.	The Network will provide wireless access at a limited number of locations specifically designated by the Township that supports connectivity from 802.11b/g devices.				
6.5.3.	All Network traffic will be aggregated back to a high speed Internet connection provided by the Township. The connection will be located at the following address: 801 Loch Alsh Avenue Fort Washington, PA 19034				
6.5.4.	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 changing user demand. Respondents shall estimate the percentage of the initial Network capital cost that will be required to invest in upgrades during the contract term and elaborate on what steps will be taken to determine when upgrades are required and how they will be rolled out.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.5.5.	All outdoor equipment shall comply with IP56/NEMA4 dust and water ingress ratings, must withstand ambient temperature ranges of -40C to +50C and must adhere to all other applicable local ordinances.				
6.5.6.	Respondents shall define any initial and/or future ability for their solution to provide, integrate with, coexist with or complement 4.9GHz wireless public safety technology that may be of value to the Township's public safety agencies. The Network shall not prohibit or negatively impact any initiative by the Township during the term related to the deployment of wireless or other public safety technology.				
6.5.7.	The Network shall support backup power for all network equipment sufficient to ensure continuous operation during a loss of electrical power service. Respondents shall state the amount of time their solution will operate without electric power service and elaborate on any initial or future commitments the Respondent will make to increase backup power support. Respondent should include pricing to support continuous operations in the event of an electric power failure for emergency operations.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.5.8.	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 Respondent.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.6.1.	Tier 1 Support – provide subscribers with phone, web, and email support options for the following issues: <ul style="list-style-type: none"> • Sales Inquires • 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 				
6.6.2.	Tier 2 Support – phone and email support for the following issues: <ul style="list-style-type: none"> • Escalation of issue not resolved by Tier 1 representatives • Proactive network status information • Three-party calling with Tier 2 support agents, Tier 1 support agents and subscribers 				
6.6.3.	Tier 3 Support – support for the following: <ul style="list-style-type: none"> • 7X24X365 management personnel at the NOC • 7X24X365 pager and phone support for Township Personnel • Call escalation of critical issues not resolved by Tier 2 Support Representatives • Proactive reporting of network status information, alerts, etc. by winning Respondent 				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.7.	Network security is critical to the Township and will be considered as a critical component in each response. The following list includes suggestions that each Respondent 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 selected Respondent.				
6.7.1.	Physical security for critical network equipment components via secured facilities.				
6.7.2.	Mechanisms to prevent or mitigate the risk of hackers, spammers, denial of service attacks, 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.				
6.7.3.	No client software that is specific to the selected Respondent shall be required on PCs, laptops or other mobile devices in order to use the network.				
6.7.4.	Support for Media Access Control (“MAC”) address filtering.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.7.5.	Support for WiFi Protected Access (“WPA II”) in the locations designated by the Township in Section 7.				
6.7.6.	Support for filtering of traffic based on Internet Protocol (“IP”) addresses, subnets, and Transmission Control Protocol (“TCP”) ports.				
6.7.7.	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.				
6.7.8.	Support for encryption of all control and network management traffic.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.8.1.	A full disclosure of the privacy policy for all Respondents 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 prior to the provisioning of any service.				
6.8.2.	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.				
6.8.3.	Mechanisms provided to allow users to opt-in or opt-out of any service that tracks information about the user's physical location.				
6.8.4.	Mechanisms 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.				

Req. No.	Requirement	Fully Compliant	Partially Compliant	Not Compliant	Detail and/or Comments
6.8.5.	Users must not be “enumerated” or assigned any unique number that can be used to track individuals from session to session without their express consent.				
6.8.6.	Data about users must not be commercialized in any way without their express consent.				
6.8.7.	Policies must be in place to respond to legal demands for user’s personal information in accordance with applicable laws.				
6.8.8.	Personal information about users should be kept only as long as it is operationally necessary.				
6.8.9.	No blocking of applications, ports, or other communication will be used, except in situations where this blocking is solely to prevent Network abuse or is required by law.				
6.8.10.	Users must be allowed reasonable access to any information collected about them, including a reasonable opportunity to review information and to correct inaccuracies or delete information.				

7.4. Previous RF Studies and Consultant Reports

The Township has reports and documents that may be useful to any prospective Respondent. The Township will release these documents (or portions thereof) once a Confidentiality Agreement is signed and returned.

7.5. Economic/Financial Projections Matrix

Please see attached spreadsheet file named “7.5. Economic-Financial Projections Matrix”

TOWNSHIP OF UPPER DUBLIN

COMMUNITY BROADBAND WIRELESS NETWORK

**REGISTRATION LETTER AND CONFIDENTIALITY AGREEMENT
[ON RESPONDENT'S LETTERHEAD]**

The Registration Letter should be on the letterhead of the prospective Respondent; should be addressed to Paul A. Leonard, Township Manager, Township of Upper Dublin, 801 Loch Alsh Avenue, Fort Washington, PA 19034; and should contain the following information:

1. Name and address of the Respondent;
2. Name of the principal contact person for the Respondent and his or her address if different from that of the Respondent;
3. Telephone and fax numbers and e-mail address of the Respondent's principal contact person;
4. Any other information the Respondent may wish to include to facilitate communication by the Township; and
5. A statement that the Confidentiality Agreement has been signed by a duly authorized officer or other representative of the Respondent.

If a Proposal is to be submitted jointly by two or more parties, all Respondents must sign the Registration Letter and Confidentiality Agreement or submit separate counterparts of those documents. If separate Registration Letters are submitted, each one should identify the parties acting together for purposes of the Proposal.

CONFIDENTIALITY AGREEMENT

TO: Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034

Having reviewed the Request for Proposal Documents dated November 12, 2007, the undersigned respondent desires to participate in the Request for Proposal process (the "Proposal Process"). Respondent agrees to be bound by all of the terms and conditions set forth in the Request for Proposal Documents and this Confidentiality Agreement ("Agreement") and to abide by the policies and procedures therein contained.

Respondent acknowledges and agrees that in the course of the Proposal Process it may be given or have access to information which is confidential and proprietary to the Township, and further acknowledges that the Township intends that all information disclosed to Respondent, whether confidential, proprietary or public, be used solely for purposes of the Proposal Process. Therefore, in consideration of the provision of such information and as a precondition to its participation in the Proposal Process, Respondent agrees as follows:

1. For purposes of this Confidentiality Agreement, "Confidential Information" means any information disclosed to Respondent, whether orally or in writing, by the Township, including, without limitation, the Township's financial information; information concerning processes, operations, analyses, or strategies; reports; forecasts; research; concepts; ideas; and names, addresses and any other information regarding the Township's existing or potential customers or employees or any information derived from any of the foregoing. Confidential Information shall not include any information which is (i) actually known or in the possession of Respondent before being obtained from the Township, (ii) established by adequate proof to have been independently developed by Respondent, or (iii) obtained by Respondent from a third party in possession of such information who is not under obligation to the Township not to disclose the information.

2. Respondent hereby agrees to hold in strict confidence and trust all Confidential Information and agrees not to disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to third parties, without the prior written consent of the Township. Notwithstanding the preceding sentence to the contrary, Respondent may disclose Confidential Information to its employees, agents and legal representatives (collectively referred to herein as "Representatives") who agree to be bound by the terms of this Agreement and who need to know such information to enable Respondent to properly participate in the Proposal Process, and then only to the extent necessary to carry out the legitimate use of the Confidential Information. Respondent further agrees that it may use the Confidential Information only in connection with the Proposal Process and not for any other purpose or for the benefit of any third party. Respondent agrees to require any of its Representatives who obtain Confidential Information to agree to be bound by and to comply with this Agreement. Respondent shall be responsible for any breach of this Agreement by such Representatives.

3. Notwithstanding the foregoing, Respondent shall be permitted to disclose Confidential Information pursuant to a court order, government order or any other legal requirement of disclosure if no suitable protective order or equivalent remedy is available, provided that Respondent gives the Township written notice of such court order, government order or legal requirement of disclosure immediately upon knowledge thereof and allows the Township a reasonable opportunity to seek to obtain a protective order or other appropriate remedy prior to such disclosure to the extent permitted by law.

4. Upon the earlier of (i) the completion of the Proposal Process, or (ii) Respondent's withdrawal or disqualification from the Proposal Process for any reason whatsoever, Respondent shall promptly return all data and materials (in whatever form or medium) comprising, or other representations of, Confidential Information, and all duplicates or copies thereof in its possession or under its control.

5. Respondent acknowledges and agrees that any breach or threatened breach by it of any provision of this Agreement will cause the Township irreparable harm that cannot be remedied adequately by monetary damages. Respondent agrees that, in the event of such a violation or threatened violation, the Township shall be entitled to temporary, preliminary and permanent injunctive relief to restrain any such violation (without the posting of a bond) and to an equitable accounting of all earnings, profits and other benefits arising from the breach or violation, which rights shall be cumulative and in addition to any other rights or remedies to which the Township may be entitled. The Township shall be entitled to commence action for such relief in any state or federal court in the Commonwealth of Pennsylvania, and Respondent waives to the fullest extent permitted by law any objection that it may now or hereafter have to the jurisdiction and venue of the court in any such proceeding.

6. This Agreement is made and shall be construed according to the laws of the Commonwealth of Pennsylvania, without reference to Pennsylvania conflicts of law principles. This Agreement and the other Contract Documents set forth the entire agreement and understanding between the parties relating to the subject matter hereof and merge all prior discussions between them with respect thereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Upper Dublin Township
November 12, 2007

Community Broadband Wireless Network

IN WITNESS WHEREOF, Respondent, intending to be legally bound hereby, has executed and delivered this Agreement for the benefit of the Township as of the date written **below**.

DATED: _____, 2007

RESPONDENT:

(Name Typed or Printed)

By: _____

Title: _____

