

ORD. 1390-2005

**Information to be included in all Legislation authorizing
Entering into Contracts:**

The names of all companies bidding, or submitting an RFP or RFSQ

THE SHPIGLER GROUP has submitted a proposal. It is requested that competitive bidding be waived due to the unique nature of the services to be provided.

The location by City and State of all companies bidding, or submitting an RFP or RFSQ

THE SHPIGLER GROUP, 136 Main Street, Nyack, NY 10960

The status, Majority, MBE or FBE, of all companies bidding, or submitting an RFP or RFSQ

Majority

A full description of all work to be performed including a full description of work to be performed during any known phasing of the contract.

SCOPE OF SERVICES

The contractor agrees that the scope of professional services will include the following and as specified below:

- 1.1. BPL Trial. THE SHPIGLER GROUP will provide materials labor and equipment necessary for a six-month BPL pilot project in Columbus' designated service territory known as the King Lincoln District (KLD), as outline and defined in Figure 1. The parties, DOE and THE SHPIGLER GROUP, will jointly operate the BPL pilot project that will deliver and provide high-speed Internet services to up to 50 DOE electric customers within the target area.
- 1.2. Site Selection. THE SHPIGLER GROUP will appoint a network engineer that will be responsible for defining the limits of the BPL pilot project within the KLD.
- 1.3. Network Design. THE SHPIGLER GROUP will design and define the requirements of the BPL network for the pilot project.
- 1.4. System Integration. THE SHPIGLER GROUP will ensure that the pilot project is properly integrated with key support elements, including network operations facilities, backhaul points, network management control elements, utility operations centers, customer service, training for equipment installation, training for customer registration, and training and guidance documents on the developed computer model.

1.5. Project Management. THE SHPIGLER GROUP will develop an overall master schedule for delivery of all required elements of the pilot project.

1.6 Test and Acceptance. THE SHPIGLER GROUP will interface between the BPL system and Columbus staff to ensure successful implementation of the pilot project by coordinating efforts to deliver test and acceptance functions.

1.7 Data Collection. THE SHPIGLER GROUP will work with Columbus' staff to ensure that key data about system management and functionality is gathered and will collect all of the information at the culmination of the trial and deliver comprehensive reports in order to ensure the ability to pursue a fully commercial business. This shall include a fully functioning financial model for the continued use of Columbus Division of Electricity in accordance with and as so specified in the scope of work in Attachment A.

1.8 Asset Management. THE SHPIGLER GROUP will manage the entire BPL pilot project procurement and equipment management process by ensuring that proper levels of infrastructure are in place in the field and in order status.

1.9 Additional Support. THE SHPIGLER GROUP will further support Columbus by developing analysis related to the viability of a fully commercial BPL system, and will analyze and submit a written report discussing market potential, utility applications, financial results, business case sensitivity, operational analysis, regulatory analysis, and phased build options specific to DOE's BPL service objectives.

1.10 Equipment. THE SHPIGLER GROUP will furnish and deliver equipment needed to support the pilot project including BPL equipment from Main.net or other provider to cover 50 total homes passed, including 1 Concentrator unit, 50 repeaters, 50 NT modems, and 50 low voltage repeaters, as well as back office equipment, (Cisco router (2651XM), and Ethernet switch (2950-12) with 12 Ethernet ports, an electrical switch, a DADNS server (including set-up).

A narrative timeline for the contract including a beginning date, beginning and ending dates for known phases of the contract and a projected ending date.

Starting on or about November 1, 2005 and ending on or about June 30, 2006

An estimate of the full estimated cost of the Contract including a separate estimate of any and all phases or proposed future contract modifications.

\$60,000