

# Deschutes County Broadband Action Team (BAT)

## Kickoff Meeting Agenda

February 9, 2022

1-3 pm

Zoom link: <https://us06web.zoom.us/j/87677501463?pwd=Ynk4QWF0SIVtSUh0Y3hpa2J0dXkwZz09>

Meeting ID: 876 7750 1463 | Passcode: 378776 | Call-in: +1 253 215 8782

<i>Agenda Item</i>	<i>Time</i>	<i>Attachments</i>
<b>1. Welcome and Introductions</b> <i>Scott Aycock, COIC</i>	1:00 - 1:20p (:20)	
<b>2. Purpose and Roles</b> <i>Scott Aycock, COIC</i> <ul style="list-style-type: none"> <li>a. Project Purpose</li> <li>b. COIC, County, Consultant, &amp; BAT roles</li> <li>c. Q&amp;A</li> </ul>	1:20-1:45p (:25)	A_Deschutes County Proposal
<b>3. RFP Review</b> <i>Shelby Knight, COIC</i> <i>Janel Ruehl, COIC</i> <ul style="list-style-type: none"> <li>a. Group input on RFP</li> <li>b. Selection committee</li> <li>c. Vet consultant list</li> </ul>	1:45-2:20p (:35)	B_Draft RFP C_Consultant List
<b>4. BAT Basics</b> <i>Jeremy Spaulding, COIC</i> <ul style="list-style-type: none"> <li>a. Meeting Schedule</li> <li>b. Ground Rules and Zoom Tools</li> <li>c. Leadership?</li> <li>d. Priority Setting</li> </ul>	2:20-2:40p (:20)	
<b>5. Next Steps</b> <i>Scott Aycock, COIC</i> <ul style="list-style-type: none"> <li>a. Who else should be at the table?</li> <li>b. Statewide mapping tool</li> <li>c. RFP next steps</li> <li>d. Next BAT meeting</li> </ul>	2:40-3:00p (:20)	D_BAT Contact List

# Deschutes County and Regional Broadband Needs Assessment and Action Plan

October 4, 2021

Prepared by the COIC Community and Economic Development Department

## 1. Summary

COIC proposes that Deschutes County allocate \$300,000 in ARPA or other funds to support a Deschutes County broadband needs assessment, feasibility study, and action plan to prepare the county and communities to successfully compete for the “tidal wave” of state and federal funding in the pipeline for implementation projects. COIC will utilize a further \$25,000 in our own funds to stitch the Deschutes County findings with findings from Crook and Jefferson counties and the Confederated Tribes of Warm Springs to identify region-scale needs and opportunities.

## 2. Need

Internet access is critical economic development infrastructure. This is particularly the case in regions like Central Oregon with a fast-growing technology sector and a large and fast-growing number of remote and/or “gig workers”. This need is further exemplified and exacerbated by the COVID-19 pandemic and subsequent transition to remote learning, remote health, and web-based business and employment models. All communities and regions should be assessing their current broadband capacity against current and future projected needs for business and economic development, health, and education/training; and identifying public-private partnerships and other actions to improve broadband capacity to meet priority identified needs.

Further, communities and regions should be prepared with prioritized infrastructure and access needs in order to maximize state, federal, philanthropic and private infrastructure investments.

Here in Central Oregon, we believe it is best to approach this need at two scales: 1) the community scale (including rural communities) to develop needs and opportunities to serve local needs through “middle mile” and “last mile” services and accessibility; 2) the regional scale in order to identify region-wide partnership opportunities among business, health, education, and internet service providers and telecommunications companies that serve a broader area. The regional scale is also important to address backbone network system needs.

## 3. Scope of Work

The proposed, high-level SOW is to perform the following analyses for communities in Deschutes County:

- A) **Establish Standards** for current and future service levels (infrastructure capacity), starting with FCC minimum standards which could serve as the “floor” of what is acceptable:
  - Define a minimum standard of service that should be available everywhere in Deschutes County

- Define the minimum standard of service for commercial areas, neighborhoods within the UGB, schools, health care, employment centers, etc.
  - Define the total regional “trunk capacity” into and out of Deschutes County that we should be maintaining
  - Do all of the above for base case (current year) + outyear needs (e.g. 10-20 years), based on projections
- B) **Identify Current Infrastructure Service Levels** across the county, incorporating current conditions and already-planned expansions.
- a. Utilize a broadband assessment tool in partnership with Business Oregon, OEDD, LinkOregon, etc.<sup>1</sup>
    - i. Broadband assessment tool developed by the State of Washington is an example of the type of tool to be utilized.
  - b. Utilize stakeholder/expert knowledge.
- C) **Assess Access to Infrastructure** across the region, including affordability, access to laptops/computers/smart phones; computer literacy; and any other access factors.
- D) **Identify Key Gaps** showing the difference between standards and current infrastructure and access
- What are the priority improvements in infrastructure that are needed... locally, regionally, and trunk capacity into the region?
  - What are the priority improvements in business and household access to broadband that are needed?
- E) **Feasibility Study**
- Perform high-level feasibility studies to meet priority needs, including:
    - assessment of technologies and potential partnerships to employ technologies;
    - opportunities to increase equitable access to broadband technology.
- F) **Action Plan**
- List of priority projects (what?)
  - Available funding and resources, and key partners and partnerships (how and who?)
  - Establish shared evaluation and ongoing implementation oversight

#### 4. Project Geography

The project geography is variable in that Jefferson County is already beginning work on a broadband needs assessment for that portion of the region and Crook County is considering doing the same. The detailed assessment proposed here would be conducted for Deschutes County, at the sub-county and countywide scale (e.g. South County, Bend, Redmond area, Sisters area, and countywide). However, upon conclusion of needs assessments for each county, COIC will utilize the findings, as well as outreach to Confederated Tribes of Warm Springs, to create regional view of needs and opportunities.

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<sup>1</sup> COIC is currently participating with these partners and other Economic Development Districts across Oregon to implement the statewide “Community Broadband Mapping Project”. The tool is anticipated to be selected in Fall 2021 and ready for implementation in the first quarter of 2022.

## **5. Regional Priority**

This project is tied for the highest-priority Strategy in the draft (anticipated to be adopted in November 2021) Central Oregon COVID-19 Economic Recovery Plan, and is a priority for the Governors' Regional Solutions Advisory Committee.

## **6. Fit with ARPA Funding**

This project is consistent with two funding guidelines of the State and Local Fiscal Recovery Funds:

- "Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic"
- "Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet."

## **7. Product**

The final product will be a regional and local needs assessment, feasibility study, and action plan that identifies and outlines community and regional needs, assesses feasibility of solutions, and identifies priority projects. The action plan will identify projects and appropriate funding sources and public-private investment opportunities.

## **8. Approach and Partners**

COIC proposes that Deschutes County provide ARPA funding for COIC to hire a professional consulting firm and to pay for COIC staff time to manage the consultant contract and steering team. COIC will utilize existing resources (from the Economic Development Administration) to complete the region-wide assessment.

COIC would convene a Broadband Action Team (BAT) to oversee the process and to ensure that all relevant partners understand and embrace the findings and are well-positioned to support implementation. The BAT will include representatives from COIC, EDCO, Regional Solutions, Internet Service Providers, Business Oregon, utilities (e.g. Central Electric Coop), chambers of commerce, education partners in general (e.g. COCC, OSU-Cascades, K-12, etc.); health partners in general; cities, counties, and the Confederated Tribes of Warm Springs (for the regional assessment component). COIC would continue to maintain engagement with statewide entities such as the Business Oregon Broadband Office, LinkOregon, and Oregon Economic Development Districts (OEDD), in order to ensure that Central Oregon's priorities are understood by key partners, and to inform our work with best practices happening across the state.

## **9. Budget:**

COIC proposes an overall budget of \$325,000, with costs associated as follows:

- \$250,000 to procure a consultant to conduct the Deschutes County Assessment and Action Plan.

- \$25,000 for the selected consultant to analyze Crook, Deschutes, and Jefferson county findings and work with COIC and stakeholders to identify region-scale needs and opportunities (COIC to provide this funding).
- \$50,000 to COIC to procure and manage the consultant contract, convene stakeholders, and conduct ongoing project management activities such as ensuring Action Plan implementation (i.e. public and public-private partnerships; grant writing).

Deschutes County ARPA funds: \$300,000

COIC funds: \$25,000

**REQUEST FOR PROPOSAL**

RFP# CED-2022-01

Consulting Services for developing a Strategic Broadband Needs Assessment for Deschutes County, Oregon.

**CLOSE DATE:** Monday March 7, 2022 **TIME:** 12:00 pm Noon

**DESCRIPTION:** Professional services – Developing a Broadband Needs Assessment, Feasibility Study, and Action Plan for Deschutes County, Oregon.

**CONTACT:** Jeremy Spaulding, Gro Community Coach, Central Oregon Intergovernmental Council (COIC)

**PHONE:** (503) 341-6027

**E-MAIL:** [jspaulding@coic.org](mailto:jspaulding@coic.org)

**LOCATION:** The solicitation document may be reviewed online at <https://www.coic.org/open-procurements/>

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**THIS IS A FORMAL PROCUREMENT.**

**SINGLE POINT OF CONTACT:** *There will be only one point of contact for this Request for Proposal. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Contact listed above.*

**FOR MORE INFORMATION** please refer to “Instructions to Proposers” (page 2).

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## INSTRUCTIONS TO PROPOSERS

### A. PROPOSAL PREPARATION AND SUBMISSION:

1. GENERAL INFORMATION: The Central Oregon Intergovernmental Council (COIC) is seeking proposals from qualified firms or individuals to construct and develop a Strategic Broadband Needs Assessment, Feasibility Study, and Action Plan, for Deschutes County, Oregon. The Broadband Needs Assessment and Feasibility Study will identify and outline community and regional needs, assess feasibility of solutions, and identify priority projects. The Action Plan will show how to connect Deschutes County's underserved and disadvantaged communities with fast, reliable, and affordable broadband internet service and will identify projects, appropriate funding sources, and public-private investment opportunities. The project will also include a brief assessment of other findings for Crook and Jefferson Counties' assessments to identify region-scale needs and opportunities.

2. PROPOSAL FORMAT: Proposals shall be submitted to COIC in electronic format via email to [jspaulding@coic.org](mailto:jspaulding@coic.org).

Inquiries shall be directed to COIC by e-mail: [jspaulding@coic.org](mailto:jspaulding@coic.org)

**Faxed submissions will NOT be accepted.**

COIC is not responsible for the proper identification and handling of any proposal not submitted in a timely manner.

All proposals become part of the public file for the project, without obligation to COIC. COIC reserves the right to reject any or all proposals for good cause and in the public interest. Proposers responding to this RFP do so solely at their expense, and COIC is not responsible for any expenses associated with the preparation of the proposal.

3. SOLICITATION SCHEDULE: Following is a proposed schedule for the proposal and contractor selection process.

- |                                                  |                         |
|--------------------------------------------------|-------------------------|
| • Request for Proposals Advertised Beginning     | February X, 2021        |
| • Deadline for Request for Clarification         | 1 week from above, 2022 |
| • Answers to Questions and Requests              | 4 days, 2022            |
| • Proposal Submittal Deadline                    | March 7, 2022           |
| • Staff Review/Proposal Scoring                  | March 9-15, 2022        |
| • Estimated Posting- Notice of Intent to Award   | March 17, 2022          |
| • Negotiation/Development of Final Scope of Work | March 24, 2022          |
| • Estimated Contract Start Date                  | March 28, 2022          |

4. ESTIMATED POTENTIAL VALUE: COIC has secured up to \$250,000 to support the work of the Consulting Scope of Services described in this RFP. COIC is currently fundraising a further \$25,000 to support the regional component of the project. The maximum potential value of contracted services and proposed budgeted items resulting from this procurement for Consulting Services is not anticipated to exceed \$250,000, unless amended later due to successful fundraising.

The funding source for payments of any contract resulting from this RFP will come from Deschutes County American Rescue Plan Act (ARPA) as well as federal grant funds from the Economic Development Administration (EDA). As such, the selected contractor shall be required to meet and comply with all applicable federal regulations and standards for federal funding.

5. PROPOSAL SUBMISSION: All electronic responses to this Request for Proposals shall be delivered via email to Jeremy Spaulding, COIC, at [jspaulding@coic.org](mailto:jspaulding@coic.org) by 12:00PM (noon), March 7, 2022.

**Proposals submitted after that date and time will not be accepted.**

6. ACCEPTANCE OF PROPOSALS: COIC reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

COIC reserves the right to withdraw this RFP at any time without prior notice and makes no representations that any contract will be awarded to any firm or individual responding to this RFP.

**7. PROPOSAL FORMAT:** Proposals for this project should include a narrative that conveys your understanding of the project's purpose and goals, including the Scope of Services, and how your firm will assist COIC and our project partners in meeting these goals. The description should demonstrate the firm's capabilities, approach, and problem-solving abilities to accomplish each component of this project. The narrative should provide a description of how this project's goals will be met. Identify key personnel to be utilized for this project, their qualifications and areas of responsibility.

The Proposal shall contain at minimum the following information:

- (a) **Organizational Profile, Structure and Qualifications** - Provide a summary profile of the firm/organization, including:
  - Firm name, address, contact information, and the name of the primary contact in reference to this proposal;
  - Information about your firm, including: the year founded and form of organization (corporation, partnership, sole proprietorship, non-profit organization, etc.), background, size, types of services provided, and types of engagements completed;
  - Any professional accreditations held by the firm/organization; and
  - Provide a resume(s) with a description of educational background, degrees and certifications earned, and relevant work history and level of experience for all staff performing professional work under the scope of services.
- b) **Relevant Experience** – Describe your experience:
  - Demonstrate understanding of and experience managing projects with defined contractual obligations and deliverables;
  - Demonstrate experience working with public agency partners;
  - Demonstrate experience working with private partners, specifically Internet Service Providers and utilities;
  - Demonstrate experience working on projects focused on providing comprehensive needs assessments and feasibility studies for Broadband, or related projects;
  - Demonstrate technical knowledge of broadband systems and processes, which may include knowledge of broadband-related needs, assets, deployment, infrastructure, technologies, funding, and other related technical information pertinent to this RFP;
  - Demonstrate an understanding of equitable access in Broadband planning and deployment, including supporting rural, underserved, or unserved areas and working with communities to identify community-led needs and actions
  - Demonstrate experience collecting and analyzing data, and facilitating effective and equitable community outreach and engagement processes.
  - Demonstrate experience developing recommendations for improved infrastructure, including technological feasibility, funding sources, and cost.
- (c) **Statement of Work** – Provide a summary of how the Proposer will meet the responsibilities as outlined in Exhibit A – Scope of Services.
- (d) **Fee Estimate** – Include a price proposal for the work as described in the statement of work for each component of work described in Exhibit A – Scope of Services. The fee estimate will not be solely used to select the Proposer. COIC will seek the services of the most qualified contractor and project team for this project.
  - Describe all estimated fees on a line-item basis for the individual components of this project, including time, materials, travel, and related expenses that may be associated with the duties and obligations under this proposal;
  - Include the hourly rate for personnel that will be working on the project;
  - Include line items for contracted work, if applicable.
- (e) **Reference Page** – Include at least three (3) but no more than five (5) references. References can include government clients, non-profit clients, or private enterprise clients for whom your firm has performed similar services. COIC reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.
- (f) **Signature Page** – All proposals shall be signed and dated prior to submission deadline.



(g) **Page Limit** – Please limit proposals to no more than 30 pages in length, including any boilerplate material.

Questions – Any questions concerning the meaning, definition or interpretation of the contents of this Request for Proposal shall be submitted via email to Jeremy Spaulding, COIC at [jspaulding@coic.org](mailto:jspaulding@coic.org). Responses to all questions will be emailed to all known prospective proposers and posted on the COIC web site: [www.coic.org](http://www.coic.org).

**8. REQUESTS FOR CLARIFICATION OF RFP PROVISIONS OR SPECIFICATIONS; CHANGES OR MODIFICATIONS; PROTESTS:** The appropriate means of seeking clarification of RFP provisions or specifications is through the submittal of a request for clarification. Any Proposal that takes exception to the specifications or contractual terms of the Solicitation may be deemed non-responsive and may be rejected.

8.1 Request for Clarification: Any Proposer requiring clarification of any provision or specification of this Solicitation may submit a request for clarification to the RFP Contact. To be considered, the request for clarification must be in writing and must be received by COIC prior to the Deadline for Request for Clarification/Protests specified in Section 3 “Solicitation Schedule.” Requests for clarification may only be submitted by an email message.

8.2 Response to Requests for Clarification: COIC will make reasonable efforts to promptly respond to each properly-submitted written request for clarification. Should COIC determine that a clarification is significant in terms of universally affecting this Solicitation, COIC will post the clarification response on the COIC web site. COIC may also informally respond to Proposers’ questions. However, informal responses do not affect the provisions of the Solicitation. COIC is not responsible for nor required to respond to requests for clarification which are not submitted in time to reasonably provide a response, as such time is determined by the Agency. COIC’s failure to respond to a request for clarification within any particular time period shall not affect this Solicitation in any way.

8.3 Protests of contract award are allowed pursuant to Oregon Revised Statute ORS 279B.410. An adversely affected Proposer may submit a written protest of the intent to award to the RFP contact within five (5) calendar days after issuance of the notice of intent to award a contract. Subject to COIC’s Protest Procedures, Protests received after this time will not be considered.

For more information regarding Protest Procedures, please refer to ORS 279A, ORS 279B, and the COIC Procurement page at <https://www.coic.org/open-procurements/>

8.4 Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted via email to Jeremy Spaulding at [jspaulding@coic.org](mailto:jspaulding@coic.org) with the subject line “Proposal Modification,” identifying the proposal name and closing date and time. Proposers may not modify proposals after proposal closing date and time.

**9. CHANGES IN SOLICITATION SPECIFICATIONS, REQUIREMENTS OR TERMS:** All specific service components, requirements and criteria are defined in this Solicitation. COIC reserves the right to change, add or delete service components and requirements, should COIC become aware of information during the Solicitation period that would affect the intent or goals of this procurement in such a manner that changes would be in the best interest of COIC. Notice will be posted of any changes to this Solicitation that may occur, in accordance with Section 8. If COIC determines that changes to any specifications, requirements and terms of the Solicitation are in the best interest of COIC, COIC will post notice of the changes, including the complete original language of the affected section, and the new language of the affected section, on the COIC web site.

**10. RESERVATION OF COIC RIGHTS:** COIC reserves all rights regarding this Solicitation, including, without limitation, the right to:

- (a) Amend or cancel this Solicitation without liability if doing so is in the best interest of COIC;
- (b) Reject any and all Proposals upon finding that it is in the best interest of COIC to do so;
- (c) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation, and to seek clarification from the Proposer, if required;

- (d) Reject any Proposal that fails to substantially comply with all prescribed Solicitation procedures and requirements;
- (e) Amend any contracts that are a result of this Solicitation, as permitted by applicable rule;
- (f) Engage other contractors by selection or procurement independent of this Solicitation process and/or any contracts/agreements under it;
- (g) Negotiate contract terms with the successful Proposer as specified in Section 13;
- (h) Request revisions of individual Proposals after their submission and before any award, for the purpose of obtaining best offers.

11. PROPOSAL WITHDRAWAL: A Proposal may be withdrawn in writing on Proposer's letterhead signed by an authorized representative and received by COIC prior to the time and date set for Solicitation closing. A Proposal may also be withdrawn in person before the time and date set for Solicitation closing upon presentation of appropriate identification.

12. INTENT TO AWARD ANNOUNCEMENT: COIC shall provide written notice of its intent to award a contract to all Proposers who have submitted a responsive Proposal by electronic mail, and generally by posted notice on the COIC website. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to receive a contract award.

13. PERMISSIBLE NEGOTIATIONS: A sample of the form of contract to be awarded is attached as Exhibit B – COIC Professional Services Agreement (“Contract”). Generally, negotiations between COIC and any Proposer selected for award of a Contract shall be limited to negotiation of the final Contract Statement of Work, including but not limited to the services to be provided, the criteria and process for accepting the services, timelines and deliverables, and a Contract price that differs from a price submitted in a Proposal, provided the negotiations are within the scope of services described in this Solicitation. However, based on information received in any Proposals that may be submitted in response to this Solicitation, COIC may negotiate charges and payment on a different basis. Negotiations of standard COIC personal services agreement terms, including but not limited to the Insurance Requirements, shall be permissible if found to be in the best interests of COIC.

14. INSURANCE REQUIREMENTS: The apparent successful Proposer shall provide proof of required insurance as identified in Solicitation Exhibit B, within thirty (30) calendar days of notification of intent to award. Failure to present the required documents within the thirty (30) calendar-day period may result in Proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Solicitation prior to Proposal submission.

15. COST OF PREPARING AND SUBMITTING PROPOSALS: All costs incurred in preparing and submitting a Proposal shall be the responsibility of the Proposer and will not be reimbursed by COIC.

16. CONTRACT TERMS AND CONDITIONS: By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions shown in the example Personal Service Contracts attached as Exhibit B.

17. USE OF RECYCLED MATERIALS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

18. SOLE PROPRIETORS: If a sole proprietor, submit a detailed business continuation plan. This plan should describe in detail who will complete the scope of work in the event of the sole proprietor's inability to do so. COIC's contract will remain with the initial contracting party and they must subcontract the firm or sole proprietor who will continue the scope of work. No alterations will be made to the contract amount or schedule to accommodate this change.

## **B. PROPOSAL EVALUATION AND AWARD:**

1. MINIMUM REQUIREMENTS: Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.

2. EXCEPTIONS: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

3. **MINIMUM REQUIRED PROPOSER QUALIFICATIONS:** Proposers must meet the following minimum qualifications in order to be considered for any contract award resulting from this Solicitation. Proposers must possess the following qualifications, abilities and experience; must be able to individually apply them in performing the required services; and Proposals must demonstrate the Proposer's possession of each attribute.

- Experience providing needs assessment and feasibility services for public infrastructure projects.
- Ability to perform the work, services, and accommodate the schedule requirements described in Exhibit A.
- Ability to work in partnership with stakeholder experts.
- Ability to design and implement effective and equitable outreach.

4. **EVALUATION CRITERIA:** The following Evaluation Factors will be used to evaluate proposals submitted (100 points total):

- a) Qualifications of Firm and Personnel (10 points).
  - Proposer organization strength and stability
  - Experience and technical competence
  - Education and experience of project staff
- b) Related Experience (30 Points)
  - Experience with projects similar in scope and size to the Deschutes County Broadband Strategic Needs Assessment
  - Experience working in a project management capacity
  - Degree to which proposer meets the required qualifications
  - Experience working on broadband-related projects in Oregon
  - Experience utilizing an equity lens in infrastructure planning projects
- c) Scope of Work Proposal (30 points).
  - Completeness of proposal
  - Demonstrated understanding of the work to be performed
  - Rigor of the analytical processes proposed to complete the work
  - Approach to be taken in completing the engagement
  - Approach taken to develop the Needs Assessment, Feasibility Study, and Action Plan
  - Demonstrated ability to coordinate Consultant work tasks with COIC, the Broadband Action Team, and other stakeholder experts
  - Demonstrated availability of consulting firm staff to perform the work within a reasonable timeline.
- d) Reasonableness of Cost and Price (30 points).
  - Reasonableness of the individual fixed price and/or competitiveness of quoted fixed prices with other proposals received
  - Adequacy of the data in support of figures quoted
  - Benefit and value provided for the cost

5. **EVALUATION PROCESS:** An evaluation committee shall review, score, and rank all responsive proposals according to the evaluation criteria. The evaluation committee shall include, but not be limited to, representatives from COIC and Broadband Action Team partners.

COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.

If the Committee elects to enter into discussions with responsive Proposers, each responsive Proposer will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)" at the close of discussions/negotiations. Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be

submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under the "PROPOSAL EVALUATION CRITERIA" section and make a recommendation for award.

The Evaluation Committee shall recommend contract award to the responsive Proposer submitting the Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee. The Community and Economic Development Manager shall have full authority over COIC's source selection and decision to award.

6. INVESTIGATION OF REFERENCES: COIC reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COIC may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation.

7. CLARIFICATION AND NEGOTIATION: COIC reserves the right to seek clarifications of each proposal, and the right to negotiate the Statement of Work described in this RFP.

8. NOTICE OF INTENT TO AWARD: COIC will provide a Notice of Intent to Award at least seven (7) days prior to the formal proposal award by written notice emailed to all proposers. This shall serve as a notice to all proposers of COIC's intent to make the award to the most responsive proposer.

9. PROPOSAL RESULTS: Proposers may request tabulation of awarded proposals. Each request for the proposal tabulation must be written and must indicate the proposal name and the requestor's name and mailing address. Awarded proposal files are public records and available for review at COIC. Please contact Jeremy Spaulding at [jspaulding@coic.org](mailto:jspaulding@coic.org) to make an appointment.

10. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, COIC generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will COIC generally investigate the references or qualifications of those who submit such proposal responses. Therefore, the return of a proposal response or acknowledgment that the selection is complete shall not operate as a representation by COIC that a response was complete, sufficient, or lawful in any respect.

11. PROPRIETARY DATA/PUBLIC RECORD: This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by COIC and made a part of a file or record which shall be open to public inspection.

12. COMMENCEMENT OF WORK: Contractor shall commence no work under the contract to be awarded until all certificates of insurance, as required in Exhibit B, Standard Terms and Conditions for Professional Services Contracts, have been provided; a contract has been executed; and a Notice to Proceed has been issued by COIC.

13. TOOLS, EQUIPMENT & SUPPLIES TO BE FURNISHED BY THE CONTRACTOR: The Contractor certifies itself as an independent contractor, and shall be responsible for: all costs and expenses of performing the services; equipment to perform the services; payment of all state and federal taxes required and providing adequate workers compensation coverage for Contractor and any assistants used.

14. CONTRACTOR'S RESPONSIBILITIES: The Contractor will be responsible solely to COIC for the scope of work of the contract to be awarded as outlined in Exhibit A, Scope of Services.

15. PAYMENT FOR CONTRACTOR'S SERVICES: No payment will be made for any services performed before the commencement date or after the expiration date of the contract to be awarded. Contractor shall not exceed, and COIC shall not pay any amount in excess of the pricing amounts established. The Contractor will submit billing for services rendered. Payments will be tied to completion and acceptance of work products, as defined within the Statement of Work schedule.

**Exhibit A – Scope of Services****Deschutes County Broadband Needs Assessment Scope of Services****1. Definitions**

As used on this Project, the following terms and acronyms shall have the meanings defined for each in this section. Where multiple terms or acronyms have the same definition, such terms may be used interchangeably with one another.

- “Central Oregon” means the area within Crook, Deschutes, and Jefferson counties, Oregon, including the following communities: Bend, Sunriver, Culver, La Pine, Madras, Metolius, Prineville, Redmond, Sisters, and the tribal community of Warm Springs.
- “COIC” means the Central Oregon Intergovernmental Council, which is the contracting entity for this RFP and the staffing/fiscal entity for the Deschutes County Strategic Broadband Needs Assessment project, and the convener of the Broadband Action Team;
- “BAT” means Broadband Action Team, which includes key local, regional, and statewide stakeholders and experts that will oversee the Needs Assessment process;
- “ISP” means Internet Service Provider;
- “South County” describes the portion of Deschutes County south of Bend. It includes the incorporated community of La Pine, the resort community of Sunriver; and the communities of Deschutes River Woods, Three Rivers, and several additional unincorporated population centers.
- “last mile” means the final leg of a connection between a service provider and the customer. In DSL and cable systems, this is the most frequent bottleneck and the most expensive to resolve.
- “middle mile” means the network connection between the last mile and greater Internet. For instance, in a rural area, the middle mile would likely connect the town’s network to a larger metropolitan area where it interconnects with major carriers.
- “smart mobility” refers to using modes of transportation alongside or even instead of owning a gas-powered vehicle. This can take on many different forms, including ride-sharing, car-sharing, public transportation, walking, biking, and more.

**2. Background**

Internet access is critical economic development infrastructure. This is particularly the case in regions like Central Oregon with a fast-growing technology sector and a large and fast-growing number of remote and/or “gig workers”. This need is further exemplified and exacerbated by the COVID-19 pandemic and subsequent transition to remote learning, remote health, and web-based business and employment models. All communities and regions should be assessing their current broadband capacity against current and future projected needs for business and economic development, health, and education/training; and identifying public-private partnerships and other actions to improve broadband capacity to meet priority identified needs.

Further, communities and regions should be prepared with prioritized infrastructure and access needs in order to maximize state, federal, philanthropic and private infrastructure investments.

Here in Central Oregon, we believe it is best to approach this need at two scales: 1) the community scale (including rural communities) to develop needs and opportunities to serve local needs through “middle mile” and “last mile” services and accessibility; 2) the regional scale in order to identify region-wide partnership opportunities among business, health, education, and internet service providers and telecommunications companies that serve a broader area. The regional scale is also important to address backbone network system needs.

**3. Project Objective**

The primary objective of the Strategic Broadband Needs Assessment (and Feasibility Study and Action Plan) is to provide a strategic and prioritized plan using industry experts and stakeholders to identify broadband needs within Deschutes County. This plan will assist in determining the optimal systems, including hybrid solutions, that will serve the existing and future connection demands into and out of Deschutes County. This plan may include accessibility, availability, statistical

information related but not limited to socioeconomics, location, age, race, etc., multimodal performance measures, community design, and smart mobility outcomes. Our goal also includes a final phase in which the selected consultant team will work with COIC and other regional partners to “stitch together” Broadband needs from other parts of the region (In Crook and Jefferson counties and the Confederated Tribes of Warm Springs).

The outcome of the plan will create a roadmap to identify broadband opportunities by studying geographical terrain, evaluating current assets, and assessing community needs that could drastically affect businesses, industries, agriculture, economic development, healthcare, K-12 education, higher education, airports, and public safety. Reliable internet connections, especially during pandemics and emergency situations like fires and floods, is needed more than ever. For example, students in all grades rely on reliable broadband, Wi-Fi, and internet connections to fulfill their educational needs. Our current world is operating virtually. Businesses are facing the same critical needs that require adequate broadband platforms to support their industries and reach their customers and stakeholders. As businesses undergo continual change, companies are utilizing the power of technology to leverage globalization. Internet connectivity, particularly access to broadband, is also playing an increasingly important role in healthcare and public health via telehealth services; The use of telecommunications technologies to deliver healthcare, public health services, and health education from a distance is vital for communities like those in Deschutes County, and supports reducing health disparities by bringing specialized healthcare to communities where specialty care was previously unavailable, facilitating monitoring and follow-up care for chronic health conditions, and connecting providers in remote areas. Emergency Services also require reliable broadband to combat natural disasters and maximize their abilities to reduce the impact to life and property.

### **Rural Communities**

Communities, especially rural ones, must consider both middle-mile and last-mile network connections. Middle-mile connections create links between major broadband transmission lines (the “backbone”) and local networks. Last-mile connections create links between local networks and end users, including businesses and households located in the open countryside, along backroads, and even more remote areas. In regard to fiber, aerial fiber (which is deployed on poles) tends to cost less but can be a problem for areas with extreme weather due to its vulnerability to the elements. Buried fiber is often more expensive and more difficult to fix, but the underground position means it is generally more reliable and sustainable. Rural communities should also be aware of copper-based technologies, such as coaxial cable and digital subscriber line (DSL), and the different wireless options, including fixed, mobile, satellite and microwave. The viability of these options depends on cost, performance standards, existing infrastructure and geography (e.g., microwave signals require line-of-sight locations).

The Broadband Needs Assessment and Action Plan will take a sustainable and strategic approach to address the goals and expectations of key stakeholders in Deschutes County that will contribute to an adaptable and integrated broadband plan to support the county’s social and economic development and address the goals and expectations of all groups and stakeholders involved.

## **4. Deschutes County Broadband Action Team and Central Oregon Intergovernmental Council**

### Central Oregon Intergovernmental Council

The Central Oregon Intergovernmental Council (COIC) is the overall project coordinator for the Deschutes County Broadband Needs Assessment. COIC’s roles include the following:

- RFP development, procurement, and consultant contract management
- Convene and facilitate the Broadband Action Team (BAT) throughout this project, and going forward (if desired by the participants).
- Support coordination between Deschutes County’s Needs Assessment and Jefferson and Crook counties’ assessments/consultants to support regional coordination of efforts and identification of region-scale opportunities
- Support Action Plan implementation (i.e. public and public-private partnerships and grant writing) with the guidance of the BAT.

COIC serves as a neutral convener on behalf of Central Oregon’s local governments as well as state agencies, non-profits, and other partners that serve the region, etc. COIC does not have a service provision role in broadband development, deployment, or related services. Technical knowledge related to the development of broadband infrastructure will be provided by the BAT members, ISPs and the selected consultant.

### **Broadband Action Team**

COIC will begin convening a Deschutes County Broadband Action Team (BAT) in January 2022 to oversee the process, provide feedback and guidance throughout the project, and to ensure that all relevant partners understand and embrace the findings and are well-positioned to support implementation. The BAT will include representatives from COIC, EDCO, Regional Solutions, Business Oregon, Internet Service Providers, utilities, chambers of commerce, education partners in general (k-12 and higher education); health partners in general; cities; counties; public safety agencies; transportation agencies; and other relevant stakeholders. Further, COIC will engage with other partners across the region – including partners in Crook and Jefferson counties, and the Confederated Tribes of Warm Springs (for the regional assessment component).

COIC and the BAT may elect to create a sub-committee structure as well, with categories such as Infrastructure and Planning, health, transportation, etc., depending upon the will of the group and what will be most helpful to the selected consultant.

### **5. Geographic Scope – Deschutes County, Central Oregon**

The primary project geography is Deschutes County. The Central Oregon project geography is somewhat variable in that Jefferson County is already beginning work on a Broadband Needs Assessment for that portion of the region, but Crook County has not yet made a commitment. The detailed Needs Assessment will be conducted for Deschutes County, at the sub-county and countywide scale (specifically, South County, Bend area, Redmond area, Sisters area, and countywide). Upon conclusion of needs assessments for each county, the consultant will utilize the findings, as well as outreach to Confederated Tribes of Warm Springs, to support COIC in creating a regional view of needs and opportunities.

COIC and the consultant will continue to maintain engagement with statewide entities such as the Business Oregon Broadband Office, LinkOregon, and Oregon Economic Development Districts (OEDD), in order to ensure that Central Oregon's priorities are understood by key partners, and to inform our work with best practices happening across the state.

Following are some convenient data sources regarding Deschutes County population, demographics, and economy:

- <https://censusreporter.org/profiles/05000US41017-deschutes-county-or/>
- <https://www.deschutes.org/health/page/demographics-data>
- <https://www.bestplaces.net/economy/county/oregon/deschutes>

Following is a regional economic profile, with some Deschutes County-specific information:

- [https://edcoinfo.com/wp-content/uploads/2021/02/2021-Central-Oregon-Profile\\_-020421.pdf](https://edcoinfo.com/wp-content/uploads/2021/02/2021-Central-Oregon-Profile_-020421.pdf)

### **6. Deschutes County Broadband Needs Assessment Scope of Work**

The Strategic Broadband Needs Assessment, Feasibility Study, and Action Plan is designed to support all the communities in Deschutes County to gain and improve access to the internet and be able to meet the needs of its citizens through a progressive broadband system. A broadband plan will take into consideration the community needs by using BAT meetings and community outreach that will create a long-term vision of what broadband should provide in their community. Access to broadband and other communication services is critical for a functioning 21st century economy. Even more importantly, rural broadband is vital to ensuring residents of Deschutes County have the tools needed to thrive, access critical services, and to compete with more urban areas of the state.

If this project is awarded, a Broadband Consultant will be hired to perform certain services necessary for the development of a Broadband Assessment, Feasibility Study, and Action Plan for Deschutes County, Oregon and will support a regional assessment of needs and opportunities. Services shall include but are not limited to the following:

#### **Needs Assessment and Feasibility Study**

- Identify broadband service providers currently providing service as well as those seeking to invest in Deschutes County and the locations of existing infrastructure throughout the county.
- Work with the communities of Deschutes County, COIC, and the BAT to identify the bandwidth needed to adequately serve Deschutes County and establish standards for current (base case) and future service levels (10-20 years), starting with FCC minimum standards as the baseline.

- Define minimum standards that should be available everywhere in Deschutes County, as well as for commercial areas, neighborhoods within the Urban Growth Boundary, schools, healthcare, employment centers, etc.
  - Define regional “trunk” capacity into and out of Deschutes County that should be maintained.
- Identify areas in Deschutes County that are well-served, underserved, or unserved. By showing where the gaps are in existing broadband infrastructure on a macro level, the analysis will enable the county to focus its resources in areas where broadband deployment is most needed. Affordability, access to technology and devices, computer literacy, etc. should be considered in this assessment.
  - Note: COIC is participating in a statewide broadband mapping project with LinkOregon, Business Oregon, and other Economic Development Districts across the State. This project involves the deployment of a tool that has been utilized in Washington State to create a grassroots, granular assessment of broadband speed and access. This tool will be in place, available, and should be incorporated into the Deschutes County Strategic Broadband Needs Assessment project. For a broad overview of the tool, see <https://www.commerce.wa.gov/news-releases/community-programs-facilities/state-broadband-office-needs-you-the-to-help-identify-low-or-no-high-speed-internet-service-areas/>. For an example of the outcome/product of the tool, see: <https://www.arcgis.com/apps/opdashboard/index.html#/4bcf7c77ecac475eb467e9df0028d05b>
- Identify Deschutes County’s current assets that may be utilized to promote broadband deployment, such as streetlights and existing conduit. This inventory can then be used to identify some of the tools available to the county in accomplishing its broadband objectives. Conversely, identifying the absence of some sort of asset or asset class may lead to recommendations to acquire that asset or asset class.
- Identify obstacles to broadband deployment in the county. This may include physical, legal, regulatory, financial, literacy and other obstacles. Identifying obstacles to broadband infrastructure will help advise the stakeholder group as it decides how to best promote broadband deployment within the county.
- Identify potential catalyst customers in Deschutes County that may individually justify private-sector investment in broadband infrastructure. Catalyst customers are critical in attracting private sector investment because a potential Internet Service Provider can sign a multi-year deal with just one customer to ensure it recoups its investment in constructing broadband infrastructure. In the absence of a single catalyst customer, potential Internet Service Providers would have to find multiple customers to justify investment, which requires substantially more initial outreach efforts and carries elevated risk of failing to achieve critical mass to justify new investment.
- Plan for and facilitate the selection of hybrid solutions that offer adequate operational bandwidth that can be achieved.
- Identify broadband infrastructure improvements, irrespective of the technology used (copper, fiber, point-to-point, or wireless communication towers).
- Assess technologies and potential partnerships to employ technologies
- Identify opportunities to increase equitable access to broadband technology in Deschutes County, particularly for underserved or unserved areas of the county.
- Assess Deschutes County’s operational needs for Smart applications. Identify operational areas that would most benefit from Smart applications and operational areas that would not benefit from them.
- Recommend Actions for the County to Prepare for Smart Applications. Develop proactive actions for the County to take to position itself to quickly deploy and adopt Smart applications as they become commercially available.

#### Action Plan

- Develop proactive actions for COIC, Deschutes County, and our partners to take to promote broadband deployment within the county’s commercial and industrial districts. These actions may include regulatory changes, legislative changes, adoption of a “dig once” ordinance, community development and planning process workflow changes, a process to identify potential revenue generation opportunities for the county, and other actions identified in the Action Plan.
- Develop list of priority projects, using criteria developed with the BAT
- Identify and outline available funding sources and additional resources for deployment, considering scale and feasibility for different projects and communities
- Analyze and coordinate with other regional assessments, specifically Crook and Jefferson counties, to identify region-scale needs and opportunities. Work with COIC and the BAT to establish shared evaluation and ongoing implementation oversight.

## 7. Consultant Roles



Deliverables

The consultant scope of work will involve developing all of the following core products for the Deschutes County Strategic Broadband Needs Assessment Project:

**1) Deschutes County Broadband Needs Assessment**

- a) Establish Standards for current and future service levels (infrastructure capacity), starting with FCC minimum standards which could serve as the “floor” of what is acceptable:
  - i) Define a minimum standard of service that should be available everywhere in Deschutes County
  - ii) Define the minimum standard of service for commercial areas, neighborhoods within the UGB, schools, health care, employment centers, etc.
  - iii) Define the total regional “trunk capacity” into and out of Deschutes County that we should be maintaining
  - iv) Complete all of the above for base case (current year) + outyear needs (e.g. 10-20 years), based on projections
- b) Identify Current Infrastructure Service Levels across the county, incorporating current conditions and already-planned expansions.
  - (1) Utilizing the broadband assessment tool previously discussed
  - (2) Utilizing stakeholder/expert knowledge.
- c) Assess Access to Infrastructure across the region, including affordability, access to laptops/computers/smart phones; computer literacy; and any other access factors.
- d) Identify Key Gaps showing the difference between standards and current infrastructure and access
  - i) Identify priority improvements in infrastructure that are needed locally, regionally, and trunk capacity into the region.
  - ii) Identify priority improvements needed for business and household access to broadband

**2) Feasibility Study**

- a) Perform high-level feasibility studies to meet priority needs, including:
  - i) assessment of technologies and potential partnerships to employ technologies;
  - ii) opportunities to increase equitable access to broadband technology.

**3) Action Plan**

- a) Work with COIC and the BAT to:
  - i) develop proactive actions to take to promote broadband deployment to meet the needs of businesses, public agencies, education and health partners, and households. These actions may include regulatory changes, legislative changes, adoption of a “dig once” ordinance, community development and planning process workflow changes, a process to identify potential revenue generation opportunities for the county, and other actions identified in the Action Plan.
  - ii) Develop list of priority projects for improved infrastructure based on criteria developed with the BAT.
  - iii) Identify available funding and resources, and key partners and partnerships that address community needs and opportunities identified within the Needs Assessment, considering scale and feasibility for different projects and communities.
  - iv) Analyze and coordinate with other regional assessments, specifically Crook and Jefferson counties, to identify region-scale needs and opportunities.
  - v) Establish shared evaluation and ongoing implementation oversight

Information Flow and Coordination with COIC and the BAT

As noted, the consultant will work closely with COIC and the Deschutes County Broadband Action Team. Proposers should include a description of how they will work with COIC and the BAT. For example, what questions will the consultant need COIC and BAT participants to answer, at what time, in the overall process? This “process model” will be refined with COIC and the BAT during contract negotiation, and may be revisited during project implementation.

**8. Anticipated Project Timeline**

The following is a highly speculative timeline. An early consultant deliverable will be to provide a timeline.

Task	Deliverable	Summarized Tasks	Due Date
Task 1	N/A	BAT Kickoff Meeting	February 2022

Task	Deliverable	Summarized Tasks	Due Date
		Release RFP	
Task 2	Proposal	RFP Process	INSERT DUE DATE FOR PROPOSALS
Task 3	Finalized Contract	Contract negotiation and finalize contract	March 2022
Task 4	Kickoff Meeting	Consultant/BAT Kickoff Meeting	March/April 2022
Task 5	Timeline and Consultant Questions	Consultant delivers timeline and questions for COIC and BAT members and other stakeholders	March/April 2022
Task 6	COIC and BAT Responses	COIC and BAT deliver responses to consultant and finalizes timeline with Consultant	March/April 2022
Task 7	Inventory of Existing Providers, Fiber-Optic Paths, and Other Broadband Infrastructure (current and planned)	Consultant works with BAT and other experts to identify current infrastructure service levels across the county, incorporating current conditions and already-planned expansions	Spring-Summer 2022
Task 8	Access Assessment	Consultant works with BAT and other experts to assess access to infrastructure across the region, including affordability, computer literacy, access to technology and devices, and other access factors	Summer-Fall 2022
Task 9	Gap Assessment	Consultant works with BAT and other experts/community stakeholders to identify key gaps in services and access, identifying areas in Deschutes County that are well-served, underserved, or unserved.	Fall 2022
Task 10	Identify Priority Improvements in Infrastructure	Consultant uses previous assessments and works with BAT and other experts/community stakeholders to identify priority improvements to infrastructure at local and regional scale	Fall 2022
Task 11	Feasibility Study	Consultant performs high level feasibility studies to meet priority needs including assessment of technologies and potential partnerships to support employment of those technologies, and opportunities to increase equitable access to broadband technology	Fall-Winter 2022-23
Task 12	Action Plan	Consultant develops final action plan, outlining priority projects, available funding and resources, key partners and partnerships, and shared evaluation and ongoing implementation plan	Winter 2022-23

**9. Other Project Requirements**

a. The selected Consultant will work collaboratively with COIC, the BAT, and additional regional stakeholders regarding all internal and external communications in regard to the Broadband Needs Assessment to make sure a consistent message is conveyed, duplication of effort is avoided, and uniform understanding and knowledge is possessed by all participants and stakeholders.

b. Copies of all written documentation which the Consultant must produce, or ensure provision of as deliverables under this Agreement, must be delivered to COIC in an electronic format, using the Microsoft Word application format for all narrative portions of those documents. Different applications may be used to create and deliver any non-narrative components of the required written documentation or other materials. *Project Manager shall not deliver written documentation in Adobe PDF format or any other "protected format" that would prohibit COIC from extracting or manipulating the document content*

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**Exhibit B – COIC Professional Services Agreement**

[*See attached.*]

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”), and << >>., a <<entity type>> is entered into this <<day>> of <<month>>, 20<<y>> and made effective <<date>> (the “Effective Date”).

### RECITAL:

By the execution of this Agreement, Contractor agrees to perform the Services (as defined in Schedule 1.1, *aka* Scope of Work) in accordance with the terms and conditions contained in this Agreement.

### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

#### 1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Contractor in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the “Services”).

1.2 Standards. Contractor will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1, (iii) perform the Services to the best of Contractor’s ability, and (iv) according to industry standards (*see also* Section 5.1, below).

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.2. Contractor’s timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor’s performance of the Services, is of the essence.

1.4 Term of Contract. Unless terminated sooner under the provisions of this contract, the contract shall be through <<date>>.

#### 2. COMPENSATION

2.1 Compensation. COIC will pay Contractor up to a maximum of \$<<amount>> in accordance with the compensation schedule set forth in Schedule 2.1.

2.2 No Benefits. COIC will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor’s own benefits, including, without limitation,

insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by Contractor and not included in Section 2.1 in connection with the performance of the Services will not be reimbursed by COIC.

### 3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of COIC. Contractor is not an employee of COIC. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of COIC to specify the desired results.

3.2 Taxes. COIC will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between COIC and Contractor and does not establish a joint venture or partnership between COIC and Contractor. Contractor does not have the authority to bind COIC or represent to any person that Contractor is an agent of COIC.

3.5 Oregon Public Contract Provisions. This contract is subject to the Oregon Public Contract Provisions in Exhibit B. These provisions are updated periodically and new applicable provisions shall be applied.

3.6 In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 2.1, this Agreement without Exhibits, Exhibit A, and Exhibit B.

### 4. REPRESENTATIONS AND WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the

performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

## 5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to COIC as follows:

5.1 Quality of Services. Contractor will perform Services in accordance with industry standards and to the standard of care that other similar professionals would perform the same work, in the same locality, at the same time, and under the same conditions. Contractor will proceed diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement.

5.2 Insurance. Contractor will refer to Exhibit A, attached and incorporated herein, for insurance specifications.

5.3 Workers' Compensation Insurance. Contractor will comply with Workers' Compensation Insurance referenced in Exhibit A.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of Contractor and/or Contractor's Representatives (as defined below), and or/ (iii) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services. Contractor's indemnification obligation provided herein will survive the termination of this Agreement.

Contractor shall indemnify, defend, save and hold harmless State of Oregon and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or intentionally

wrongful acts or omissions of the Contractor, or any of its officers, agents, employees, or subcontractors ("Claims").

Neither Contractor, nor subcontractor(s), nor any attorney engaged by Contractor or its subcontractors, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any party is prohibited from defending State or that any party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to COIC upon the earlier of COIC's request or the completion of the Services. Contractor's work will be made available in paper and electronic format. All copies of the materials provided to COIC will become the property of COIC who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which Contractor is responsible (including any claims which may be brought against COIC), and Contractor will be liable to COIC for all losses arising there from, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of six years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request.

## 6. WARRANTY

Contractor warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the Parties, the Contractor, without additional compensation, will correct those services not meeting such a standard.

## 7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, "Creative Work" means any work that Contractor creates for or on behalf of COIC during the term of this Agreement.



7.2 Assignment. Contractor assigns to COIC Contractor's entire interest in and to the Creative Work, including, without limitation, all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual and proprietary rights in the Creative Work.

7.3 Moral Rights. Contractor assigns to COIC any moral rights that Contractor may have in the Creative Work and waives any right to assert any moral rights in any portion of the Creative Work.

7.4 Perfection. At the request and expense of COIC, Contractor will sign such documents and take such actions that COIC deems necessary or appropriate to perfect, protect, and evidence COIC's rights in the Creative Work.

7.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

## 8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC's prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor's duties as an independent contractor of COIC, (ii) disclose Confidential Information on a need-to-know basis to Contractor's Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies COIC of the order and complies with any applicable protective or similar order. Contractor will cause Contractor's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Contractor's Representatives" means Contractor's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1-8.4 of this Agreement.

8.2 Notification and Assistance. Contractor will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Contractor breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and/or Contractor's Representatives without COIC's specific prior written authorization, and (iii) exert

Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC's request or the termination of this Agreement, Contractor will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person.

8.3 Equitable Relief. Contractor acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or specifically to enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to COIC (in whatever form) that is received or assessed by Contractor, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

## 9. TERMINATION

9.1 Termination by Mutual Agreement or COIC's Prior Notice. This Agreement may be terminated at any time by the mutual written consent of COIC and Contractor. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of such termination to Contractor.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services due to Contractor's breach of its obligations under this Agreement; and/or (iv) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement as set forth in Section 9.2, COIC will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such

contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Contractor. COIC will pay Contractor for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from Contractor to COIC.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

## 10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any Notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:  
Central Oregon Intergovernmental Council  
Attn: Contracts  
1250 NE Bear Creek Rd  
Bend, Oregon 97701  
Facsimile No.: <<Fax>>  
[contracts@coic.org](mailto:contracts@coic.org)

To Contractor:

Facsimile No.:  
<<email>>

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Contractor will not assign any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Contractor's assignment of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Contractor will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means

any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

10.13 Quantity of Work throughout Contract. The quantities specified in this contract are estimates only. COIC retains the right to revise quantities of hours, and thereby the contract amount as business needs change subject to an equitable adjustment in scope, fee, and schedule. COIC shall give the contractor 30-day notice of any such change.

10.14 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

**COIC:**  
Central Oregon Intergovernmental Council  
an Oregon entity organized under ORS Chapter 190

**CONTRACTOR:**  
\_\_\_\_\_ a <<entity type>>

Signature \_\_\_\_\_

Signature \_\_\_\_\_

By: Tammy Baney  
Its: Executive Director

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SCHEDULE 1.1  
Description of Services  
(Scope of Work)

SCHEDULE 1.2  
Schedule of Services

SCHEDULE 2.1  
Compensation Schedule

COIC will pay Contractor in accordance with the following compensation schedule:

1. Compensation

A. Invoice for Completion of Defined Tasks



**EXHIBIT A****Contractor Insurance Requirements**

## GENERAL.

Contractor (including its subcontractors, agents, etc) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

## TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 per accident, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage: \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), \$4,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

\$2,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance with limits of not less than \$1,000,000 per claim, and \$2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and COIC may grant approval of the maximum

"tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

## Exhibit B Oregon Public Contract Provision

**1. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**2. INSPECTIONS:** Agency may inspect and test the Goods and related Services (collectively, Goods). Agency may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Agency may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Agency's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**3. PAYMENT:** Agency shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later. If Agency fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

**4. STATE PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the State may pay such claim and charge that payment against any payment due to the Contractor under this PO. The State's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that: (a) the Goods are new, current, and fully warranted by the manufacturer; (b) Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture; (c) Contractor shall comply with the tax laws of this state and all political subdivisions; and (d) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the State.

**6. TERMINATION:** (i) The Parties may terminate this PO by mutual agreement. (ii) Agency may terminate this PO at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Agency shall pay Contractor for Goods delivered and accepted. (iii) Agency may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision, including the representations and warranties related to liquidated and delinquent debt, or is declared insolvent, Agency may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

Failure to comply with the tax laws of this state or any political subdivision or violation of Contractor's warranties related to compliance with the tax laws of this state and any political subdivision of this state also constitutes a material breach of this PO. Any violation entitles Agency to terminate this PO, to pursue and recover any and all damages that arise from the breach and the termination of this PO, and to pursue any or all of the remedies available under this PO, at law, or in equity, including but not limited to: termination of this PO in whole or in part; collection by administrative offset or garnishment, if applicable, or withholding amounts otherwise due and owing to Contractor without penalty.

**7. HOLD HARMLESS:** *Contractor shall indemnify, defend, and hold harmless the State and its agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the intentional misconduct, recklessness or negligent activities of Contractor, its officers, subcontractors, agents, or employees under this PO.*

**8. GOVERNING LAW, JURISDICTION, VENUE:** This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between the State and the Contractor that relates to this PO (Claim) must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the *in personam* jurisdiction of these courts. *Neither this Section nor any other provision of this PO is a waiver by the State of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or consent to the jurisdiction of any court.*

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

**10. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Agency. This PO's provisions are binding upon and inure to the benefit of the Parties to the PO and their respective successors and assigns.

**11. ACCESS TO RECORDS:** Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives, access to the Records, including reviewing, auditing, copying, and making transcripts.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020, , and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide Agency with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. RECYCLABLE PRODUCTS:** Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

**17. AMENDMENTS:** All amendments to this PO must be in writing, signed by Agency.

**18. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the Parties remain in effect.

**19. WAIVER:** Agency's failure to enforce any provision of this PO is not a waiver or relinquishment by Agency of its rights to such performance in the future or to enforce any other provisions.

**20. AWARD TO FOREIGN CONTRACTOR:** If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Agency may withhold final payment under this PO until Contractor has met this requirement.

**21. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

## Deschutes County Broadband Assessment

### Potential Consultant List

Compiled by Janel Ruehl (COIC) 2/1/2022

Name	Website	Contact Person	Email	Notes
<b>Recommended Consultants</b>				
Strategic Networks Group <i>(Missoula, MT)</i>		Michael Curri	mcurri@sngroup.com	Current Jefferson County BAT Consultant.
EcoNorthwest <i>(Portland, OR)</i>	<a href="https://econw.com/">https://econw.com/</a>	Chris Blakney	blakney@econw.com	Have a strong interest in projects with a “social good” focus.
Magellan Advisors <i>(Denver, CO)</i>	<a href="http://www.magellan-advisors.com/">http://www.magellan-advisors.com/</a>	Kyle Hollifield	insight@magellan-advisors.com	Current Consultant for Marion and Wasco County BAT; strong recommendation from BAT Lead.
Access Consulting <i>(Missoula, MT)</i>	<a href="http://www.access-consulting.net/">http://www.access-consulting.net/</a>	Paul DeWolfe	PAUL@ACCESS-CONSULTING.NET	Recently completed a similar project in Idaho.
WSP Consulting <i>(Vancouver, BC)</i>	<a href="https://www.wsp.com/en-CA">https://www.wsp.com/en-CA</a>		*contact form on website	Recommended by EcoNW.
NEO Connect <i>(Glenwood Springs, CO)</i>	<a href="http://www.neoconnect.us/">http://www.neoconnect.us/</a>	Diane Kruse	info@NEOconnect.us	Recommended by EcoNW.
<b>Other Consultants</b>				
HR Green	<a href="http://www.hgreen.com/">http://www.hgreen.com/</a>	Tim Korby	tkorby@hrgreen.com	Responded to Jefferson County RFP, not selected.
CTC Tech and Energy	<a href="http://www.ctcnet.us/">http://www.ctcnet.us/</a>	Joanne Hovis	cohill@designnine.com	Good examples of past work for similar clients.

Finley Engineering	<a href="http://www.finleyusa.com/">http://www.finleyusa.com/</a>	Mark Mrla	m.mrla@finleyusa.com	Good examples of past work for similar clients.
CCG Consulting	<a href="http://www.ccgcomm.com">www.ccgcomm.com</a>	Doug Dawson	Blackbean2@ccgcomm.com	
CHR Solutions	<a href="http://www.chrsolutions.com/">http://www.chrsolutions.com/</a>	Ginny Gardea, Renee Adair	renee.adair@chrsolutions.com; ginny.gardea@chrsolutions.com	
Community Broadband Ventures		JoAnne Johnson	joannecjohnson@broadbandventures.net	
Compass Consultants	<a href="http://www.trustcompass.com/">http://www.trustcompass.com/</a>	Greg Rise	greg.rise@trustcompass.com	
Connected Nation	<a href="http://www.connectednation.org/">http://www.connectednation.org/</a>	Chip Spann Chris Pederson	cspann@connectednation.org; cpedersen@connectednation.org	
Cooperative Network Services	<a href="http://www.cooperative-networks.com/">http://www.cooperative-networks.com/</a>	Jason Dale	Jason.dale@cooperative-networks.com	
Design Nine	<a href="http://www.designnine.com/">http://www.designnine.com/</a>	Andrew Cohill	cohill@designnine.com	
Elert and Associates	<a href="http://www.elert.com">www.elert.com</a>	Gary Elert	Gary.Elert@elert.com	
True North Consulting Group			<a href="mailto:sales@tncg.com">sales@tncg.com</a>	A spin-off of Elert & Associates.
GEO	<a href="http://www.geopartnersllc.com/">http://www.geopartnersllc.com/</a>	Paul Deming	pdeming@geopartnersllc.com	
Hometown Fiber	<a href="http://www.yourhometownfiber.com/">http://www.yourhometownfiber.com/</a>	Eileen Smith	Eileen@yourhometownfiber.com	
Kadmas, Lee & Jackson (KLJ Engineering)	<a href="http://www.kljeng.com/">http://www.kljeng.com/</a>	Dustin Maier	Dustin.maier@kljeng.com	
Mi-Tech	<a href="http://www.mi-tech.us/">http://www.mi-tech.us/</a>	Tim Erickson	terickson@mi-tech.us	
NewCom Technologies	<a href="http://www.newcomtech.com/">http://www.newcomtech.com/</a>	Jim Petro	Newcom@NewComTech.com	
Power Systems Engineering	<a href="http://www.powersystem.org/">http://www.powersystem.org/</a>	Tom Asp	aspt@powersystem.org	
SmartSource Consulting	<a href="http://www.smartsourceconsulting.com/">http://www.smartsourceconsulting.com/</a>	Curtis Dean	curtis@smartsourceconsulting.com	

Vantage Point	<a href="http://www.vantagepnt.com/">http://www.vantagepnt.com/</a>	Karl Hochmuth	Karl.Hochmuth@vantagepnt.com	
Entry Point Networks	<a href="https://www.entpnt.com/services">https://www.entpnt.com/services</a>	Devin Cox	*contact form on website	
Beam, Longest & Neff	<a href="https://www.b-l-n.com/broadband">https://www.b-l-n.com/broadband</a>		<a href="mailto:info@b-l-n.com">info@b-l-n.com</a>	
Tilson Tech	<a href="https://tilsontech.com/what-we-do/it-professional-services/broadband-consulting">https://tilsontech.com/what-we-do/it-professional-services/broadband-consulting</a>		<a href="mailto:info@tilsontech.com">info@tilsontech.com</a>	
Kersey Consulting	<a href="http://kerseyconsult.net/">http://kerseyconsult.net/</a>	Kim Kersey (m)		