REQUEST FOR PROPOSALS

For

Regional Broadband Strategic Planning Services

Lane Council of Governments

Due Date and Time:

XXX, XXX 4 p.m.

BROADBAND STRATEGIC PLANNING PROPOSALS Lane County

On behalf of local partners, Lane Council of Governments (LCOG) is requesting proposals from qualified firms to provide support to a Regional Broadband Strategic Plan project in Lane County. The proposal will include supporting the region in the framing and completion of five locally determined project components:

- Component 1: Facilitate Definition and Document a Cohesive Fiber Strategy
- Component 2: Develop Tailored Governance and Ownership Structure Options
- Component 3: Financial Feasibility Study
- Component 4: Cost-Benefit & Economic Impact Analysis
- Component 5: Create Appropriately Tailored Communications Plans

The selected firm will work closely with the Lane Council of Governments and work collaboratively with other project stakeholders to address the complete list of Broadband Strategic Plan project components.

Proposal submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB and e-mailed to Project Manager: <u>jcallister@lcog.org</u>. If electing to submit hard copy proposals instead, five (5) copies, will be received at the following address:

Broadband Strategic Planning c/o Jacob Callister 859 Willamette Street, Suite 500 Eugene, Oregon 97401

Proposals must be received before 3:00 p.m. (prevailing local time), XXX X, 2019.

Questions received after this deadline will not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted at the following website: www.lcog.org.

A non-mandatory Pre-Proposal meeting will be held to answer questions from consultants on XX, 2019 at 2:00 p.m. prevailing local time in the Fifth Floor Conference Room at 859 Willamette Street in Eugene (or by teleconference/remote attendance upon request).

Copies of the Request for Proposal documents are available for download from <u>www.lcog.org</u>.

No proposal will be accepted by LCOG unless it contains a statement by the lead consultant, as a part of the proposal that the firm, in carrying out the contract, will comply with all applicable laws.

Proposals may be held by Lane Council of Governments for a period not to exceed thirty (30) days from the date quotes are due for the purpose of reviewing the quotes and investigating the qualifications of the proposal team prior to awarding the contract. Lane Council of Governments reserves the right to reject or accept any or all proposals, or to waive any formalities when it is in the best interest of the LCOG to do so.

LCOG encourages all Disadvantaged Business Enterprises (DBEs) to submit proposals in response to all requests for proposals. No individual or business will be discriminated against on the grounds of race, color, sex, or national origin. It is LCOG's policy to create a level playing field on which DBEs can compete fairly and to ensure nondiscrimination in the award and administration of all contracts. Questions concerning the scope of the RFP should be directed to the Project Manager.

DATE: XX,XX , 2019.

I. INTRODUCTION

A. <u>General Information</u>

Lane Council of Governments (LCOG) is requesting proposals from qualified firms to provide support to a Regional Broadband Strategic Planning project in Lane County. The proposal should outline how the consultant team will support the project partners in the completion of the project. The Scope of Services (Attachment A) outlines five project components identified by regional stakeholders.

When selected, the consultant team will work with staff from LCOG. Additional input will be provided from the government partners and others as deemed appropriate by the Project Manager.

B. <u>Pre-Proposal Meeting</u>

A non-mandatory Pre-Proposal meeting will be held to answer questions from consultants on XX, 2019 at 2:00 p.m. prevailing local time in the Cams Room at 859 Willamette Street in Eugene (or by teleconference/remote attendance upon request).

C. Form of Agreement

The Agreement shall be LCOG's standard professional services contract, as modified by Lane Council of Governments. Exhibit B, LCOG Standard Contract Provisions will remain in force and effect as will the requirements for Indemnification and Insurance.

II. PROJECT DESCRIPTION

The project consists of five components of regional broadband strategic planning identified by numerous Lane County broadband stakeholders. The strategic planning consultant team will provide leadership and guidance, as well as technical expertise to city, county and regional staff in addressing these components.

Proposals must present an outline and description of the research and analysis to be conducted, a work plan, and schedule for reports and deliverables. The scope of work may require a team of planners, economists, engineers, researchers, and consultants with a broad set of skills to execute the project. The successful applicant will develop a clear and logical methodology to analyze the topics and key objectives specified in this RFP.

A. <u>PROJECT BACKGROUND</u>

In various capacities and roles, staff and leadership at the Lane Council of Governments interact with IT and economic development staff, as well as leadership and elected officials in the region on matters related to fiber and other forms of broadband. This work reveals a wide range of perspectives that motivate interest in the topics of fiber and broadband.

A number of coordinated efforts around fiber currently exist within the region. A common theme among these and other local broadband efforts is an increasing need for strategic planning and coordination.

In response to these needs and in response to the direction of regional leadership, LCOG staffed a locally funded effort to obtain broad feedback on the strengths, weaknesses, opportunities and threats associated with fiber/broadband in the Eugene-Springfield area. That effort supported seven work sessions, attended by over 50 individuals from over 30 organizations (both public and private and representing a broad range of expertise).

The initial feedback was designed to culminate in this Request for Proposals for support in strategic broadband planning in the region. A thematic summary of this scoping effort can be found at http://www.connectingoregon.org/home/strategic-planning/

Funding Source – The funding for this project is provided by local partners.

III. PROPOSAL INSTRUCTIONS

- **A.** Proposals are to be based on and submitted in accordance with the instructions contained in this section. LCOG may change these instructions at any time prior to the RFP submittal deadline by addendum. Proposers are responsible for responding to all addenda.
- **B.** This Request for Proposal does not commit LCOG to pay any costs incurred by any Proposer in the submission of a proposal.
- **C.** Lane Council of Governments reserves the right to reject or accept any or all proposals, or to waive any condition of the proposal requirements in the best interest of LCOG.

IV. PROPOSAL SCHEDULE

Estimated timetable for RFP process:

<mark>X X</mark> , 2019	Distribute RFP.
<mark>X X</mark> , 2019	Non-mandatory Pre-Proposal Meeting.
<mark>X,X</mark> , 2019	Proposal Submittal Deadline at 2:00 p.m.
<mark>X,X</mark> , 2020	Interview Finalists (if necessary).
<mark>X,X</mark> , 2020	Consultant Selection/Notification.

V. PROPOSAL SUBMITTAL REQUIREMENTS

Your proposal must be delivered on time.

A. <u>Transmittal Letter</u>

A transmittal letter identifying the authorized representative of the business, the existing location(s) of the business and a summary of the Proposer's understanding of the RFP requirements and applicable laws.

B. Statement of Assurances

A Statement of Assurances is included as Exhibit C. It must be signed by the authorized representative of the business identified in the Transmittal Letter.

C. Other Materials

Please include information to help LCOG understand your capabilities related to this project that address the evaluation criteria below.

VI. PROPOSAL EVALUATION CRITERIA

1. Experience

Demonstrate your team's ability to successfully complete projects which exhibit collaborative excellence. Provide project descriptions including project scope, year completed, project size, approximate fees, and project setting (e.g., urban, suburban, etc.). Please include examples that maximally relevant to the prepared scope of services. (Maximum 30 points)

2. Key Personnel

Identify and provide resumes for key personnel from your team. Demonstrate specific experience for all management personnel, both individually and as a team, on projects of similar size and scope as the Project subject to this RFP. Provide resumes for management personnel identifying the length of their employment with their respective firm, their intended responsibilities on this Project, their primary office location and their time commitment for this Project during both the design and construction phases. (Maximum 25 points)

3. <u>Project Management</u>

Describe the lead firm's process for managing this project to ensure completion on schedule and within the allocated budget. Describe your process for coordinating the work of different team members and different disciplines within the same consulting firm. In addition, describe your approach for minimizing errors and omissions during the project. Information related to change order and claims histories on referenced projects will assist in the evaluation. (Maximum 25 points)

4. <u>Local participation</u>

Identify any participation of an Oregon based professional on the project team. Describe the role of any local firm(s) participating in the project. Indicate Project Team's familiarity with pertinent local dynamics. (Maximum 15 points)

VII. AWARD PROCESS

A. <u>Negotiations</u>

At the conclusion of the rated criteria evaluation process of the written proposals and prior to selection, LCOG may continue the evaluation process by interviewing the Proposers who have the highest criteria ratings. LCOG may decide to award the contract to the highest rated proposer from evaluation of written proposals, subject to satisfactory agreement as to fee, budget, schedule, and remaining unresolved contract issues.

B. Action upon Failure to Execute Contract

In the event that a contract can not be negotiated with the highest ranked Proposer, LCOG will start contract negotiations with the next highest ranked Proposer.

C. <u>Notification</u>

The apparent successful Proposer and all other persons who submitted proposals will be notified of LCOG's selection

D. <u>Right to Protest</u>

An adversely affected or aggrieved Responsive Proposer must exhaust all avenues of administrative review and relief before seeking judicial review of LCOG's selection or Contract award decision.

Protest of Award. An aggrieved Proposer may protest the award, as provided below:

- 1. The protest shall be in writing and must specify the grounds upon which the protest is based.
- 2. A Proposer is adversely affected only if the Proposer submitted a responsive proposal and is eligible for award as the best responsive and responsible Proposer and is next in line for award. That is, the protesting Proposer must claim that all higher-scored Proposers are ineligible for award because:
 - i. The higher-scored Proposers' Offers were non-responsive; or
 - ii. LCOG committed a material violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such material violation, been the highest-ranked Proposer.

**Note: Nothing in this RFP shall restrict or prohibit LCOG from canceling the solicitation at any time.

VIII. TECHNICAL ASSISTANCE / CLARIFICATION / PROTESTS

Any Proposer requiring technical assistance or clarification of the information, please do so via email to <u>jcallister@lcog.org</u> or by phone: 541-682-4114.

If additional information or interpretation is necessary, such information will be supplied in the form of Addenda that will be mailed to all individuals, firms, etc., who are on the list of potential proposers who have received the RFP. Such Addenda shall have the same binding effect as though contained in the main body of the Request for Proposals.

IV. ATTACHMENTS

The following exhibits are included in this RFP:

Exhibit A: Scope of Services Exhibit B: LCOG Special Contract Provisions Exhibit C: Statement of Assurances

EXHIBIT A

BROADBAND STRATEGIC PLANNING SCOPE OF SERVICES

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SCOPE OF WORK

Proposals must present an outline and description of the research and analysis to be conducted, a work plan, and schedule for reports and deliverables. The scope of work may require a team of planners, economists, engineers, researchers, and consultants with a broad set of skills to execute the project. The successful applicant will develop a clear and logical methodology to analyze the topics and key objectives specified in this RFP. The following scope of services should be addressed for the proposal:

COMPONENT 1 – FACILITATE DEFINITION AND DOCUMENT A COHESIVE FIBER STRATEGY:

Factor and		
Goals	 Understand and document the residential, public, and business needs for fiber / broadband in the region 	
Expected Outcomes	 Documentation capturing information including but not limited to: Current broadband speeds offered Current availability and subscribership Barriers to subscribership Reasons for non subscription Mix of subscribed service and speeds Subscriber satisfaction (speed, availability, stability, support) Assessment of services meeting current and future needs Residential, public and business use cases 	

Task 1.1 – Conduct a Community Fiber / Broadband Needs Assessment

Task 1.2 – Facilitate Gathering of Stakeholder Input

Goals	Understand and document the current fiber stakeholder landscape, requirements, and limitations
Expected Outcomes	 Documentation capturing information including but not limited to: Current connectivity landscape Current and future needs Restrictions and limitations Regulatory Legal Financial

Task 1.3 – Facilitate Generation and Documentation of Regional Fiber Vision

Goals	 Summarize community and stakeholder input into a cohesive target vision
Expected Outcomes	Realistic and achievable vision surrounding regional fiber / broadband connectivity

Task 1.4 – Prepare Executive Summary

Goals	Summarize discovery and vision through defining strategic direction
Expected	• The first section of a strategy document defining the regional needs, vision and
Outcomes	direction for fiber / broadband connectivity

COMPONENT 2 – DEVELOP TAILORED GOVERNANCE AND OWNERSHIP STRUCTURE OPTIONS:

Goals	 Identify and document all relevant stakeholders and partners included within the regional fiber / broadband strategy
Expected Outcomes	 Documentation capturing information including but not limited to: Partners Association to the project Public / private sector relationships Stakeholders Association to the project Public / private sector relationships

Task 2.1 – Partner and Stakeholder Identification and Analysis

Task 2.2 – Governance Model(s) Definition

Goals	 Define potential governance model(s) for a regional fiber / broadband strategy
	A document defining potential governance models for a regional fiber / broadband
Expected	strategy covering but not limited to:
Outcomes	 Definition and description of the potential model
Outcomes	 Other successful deployments of the model if they exist
	 Suggested participants and roles with the model

Task 2.3 – Conclusions, Recommendations, and Next Steps

Goals	Recommendation reflecting the best fit governance model
Expected	 Documentation and summary comparing and contrasting proposed governance
Outcomes	models Recommendation for best fit model with justification

COMPONENT 3 – FINANCIAL FEASIBILITY STUDY:

Goals	• Full understanding of current landscape and near-term deployment of assets and projects deployed related to the defined fiber vision / strategy
	 Incorporation of existing and ongoing documentation of existing assets and near- term projects
Expected	o Ownership
Outcomes	 Feasibility of inclusion in strategic fiber plan
	 Regulatory / legal restrictions on repurposing assets
	 Financial impacts of repurposing assets

Task 3.1 – Existing Conditions Analysis, Project Discovery and Analysis

Task 3.2 – Risk and Viability Planning

Goals	Identification of risks and viability of project
Expected Outcomes	 Documented risks that are prioritized with proposed remediations where applicable Assessment of viability of existing capital and assets being included in any future strategic initiatives

Task 3.3 – Physical Network Configuration and Coverage Planning

Goals	 Potential current and future configuration and coverage based on needs assessment and existing assets
Expected	 Documentation of current and future prioritized network deployments addressing
Outcomes	community and stakeholder needs

Task 3.4 – Network Deployment Cost Assessment

Goals	Understanding of cost of potential network deployments			
	 Estimates and assessments of costs for network deployments designed to address 			
	community and stakeholder needs			
Expected	 Identification of optimal providers of proposed network deployments 			
Outcomes	o Public			
	o Private			
	o Partnership			

Task 3.5 – Traffic Demand / Usage Forecast

Goals	 Understand demand for deployments in areas validated by needs assessment 			
Expected Outcomes	 Forecasts of uptake and demand for connectivity and usage for both business and residential based on needs assessment discovery Identification of potential anchor tenants / use-cases for buildout areas 			

Task 3.6 – Financial Feasibility Analysis

Goals	 Feasibility of deployments in specific areas based on cost and uptake estimates
Expected	Assessed feasibility of deployments by logical deployment areas with documented
Outcomes	discovery data and assumptions

Task 3.7 – Conclusions, Recommendations, and Next Steps

Goals	Pure financial assessment of potential network deployments
Expected Outcomes	Summary of financial feasibility of network deployments

COMPONENT 4 – COST-BENEFIT & ECONOMIC IMPACT ANALYSIS:

Task 4.1 – Identification of Data Needs and Methodology, and Modeling Framework

Goals	 Creation and documentation of methodology and modeling framework to generate a cost benefit and economic impact analysis of fiber deployment 	
Expected Outcomes	 Creation of a methodology and modeling framework for assessing cost-benefit and economic impact Full scope of benefits (including social) to be reflected Identification required data and data sources 	

Task 4.2 – Cost-Benefit Analysis

Goals	Cost-benefit analysis of fiber installation
Expected	 Utilizing the methodology and modeling framework created, generate a cost-
Outcomes	benefit analysis of improved fiber / broadband connectivity across the region

Task 4.3 – Economic Impact Analysis

Goals	Economic impact analysis of fiber installation
Expected Outcomes	 Utilizing the methodology and modeling framework created, generate an economic impact analysis of improved fiber / broadband connectivity across the region

Task 4.4 – Prepare an Executive Summary and Final Report

Goals	Summarize impact of executing on the proposed fiber strategy
Expected	 Insight into the economic impact of executing on a regional fiber strategy
Outcomes	 Insight into the cost and benefits of executing on a regional fiber strategy

COMPONENT 5 – CREATE APPROPRIATELY TAILORED COMMUNICATIONS PLANS:

Task 5.1 – Define Target Audiences

Goals	Identify appropriate audiences to target for communications
Expected	Identify general audience for communication
Outcomes	Appropriately segment the target audience

Task 5.2 – Create Targeted Communications Plans

Goals	 Define and create appropriate targeted communication plans for identified audience segments
Expected Outcomes	 Define communications and messaging strategy on a per audience segment basis Define information necessary to communicate to each audience segment
	 Define information necessary to communicate to each audience segment Create messaging plans and materials appropriate to each audience segment

EXHIBIT B

LANE COUNCIL OF GOVERNMENTS CONTRACT PROVISIONS

The following provisions, if applicable, are hereby included in and made a part of the attached contract for services between the **LANE COUNCIL OF GOVERNMENTS** and the Contractor named thereon as provided for in the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines:

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

These provisions are applicable to any contract with a Contractor if the Lane Council of Governments purchases goods or services from the Contractor costing \$2,500 or more in any fiscal year:

- 1.1 During the performance of this contract, the Contractor agrees as follows:
 - 1.1.1 The Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
 - 1.1.2 Those Contractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

2. Foreign Contractor Report to Department of Revenue (ORS 279.021)(2)(a)

The following provision is applicable to all contracts with a contract price exceeding \$10,000 if the Contractor is not domiciled in or registered to do business in the state of Oregon:

The Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. The LANE COUNCIL OF GOVERNMENTS shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on this contract.

3. Payment of Laborers and Material men, Contributions to Industrial Accident Fund, Liens, and Withholding Taxes (ORS 279.312)

The Contractor shall:

- 3.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the prosecution of the work provided for in such contract.
- 3.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this contract.
- 3.3 Not permit any lien or claim to be filed or prosecuted against the LANE COUNCIL OF GOVERNMENTS or any subdivision or agency or employee thereof on account of any labor or material furnished.
- 3.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. Payment of Claims by Public Officers (ORS 279.314)

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the public officer or officers representing the LANE COUNCIL OF GOVERNMENTS may pay such claims to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. The payment of a claim in the manner authorized shall not relieve the Contractor or his/her surety from his or her obligations with respect to any unpaid claims.

5. Hours of Labor (ORS 279.316)

All persons employed must receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (iv) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The Contractor must give notice to employees who perform work on this contract, in writing, either at the time of hire or before commencement of work on this contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

6. Payment for Medical Care and Attention to Employees (ORS 279.320)

6.1 The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of

employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

6.2 The Contractor and all employers working under this contract are subject employers, and agree to comply with ORS 656.017.

7. Labor Contract Conditions

The Contractor will comply with all provisions required by the statutes of the state, of contractors on a "public contract" as defined in ORS 279.310(1).

8. Nondiscrimination on the Basis of Disability (Americans with Disabilities Act, 42 USC sec. 12101 et seq.)

The Contractor shall:

8.1 Comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with the LANE COUNCIL OF GOVERNMENTS.

EXHIBIT C

STATEMENT OF ASSURANCES:

1. The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Proposal in all phases of the Request for Proposal process and in this Statement of Assurances. The undersigned understands that any false or substantially incorrect statement in the response may disqualify this Proposal from further consideration or be cause for termination of any future Contract.

2. Respondent understands that this RFP is considered an integral part of the RFP process, and RFP terms shall be binding on the Respondents. Failure of the successful Respondent to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.

3. Respondent understands that in responding to this RFP, Respondent certifies that the organization he/she represents is in compliance with all Oregon Tax laws described in ORS 305.380(4) and agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the RFP and performance of any resulting Contract, including but not limited to those referenced in this RFP.

4. Respondent understands that many factors could impact the actual work and hours required; LCOG does not guarantee a minimum number of hours or dollars.

5. Respondent certifies that Respondent can meet the insurance requirements check marked in Appendix D of the proposed Contract (Insurance Coverage Required) and that Respondent understands that such coverage must be kept active during the entire term of the Contract, if selected.

6. The Respondent is a resident Respondent ______ nonresident Respondent ______ of the State of Oregon as defined in ORS 279A.120.

I, the undersigned, have read and thoroughly understand the Quote instructions and all other conditions of Request for Proposal issued by LCOG and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this Request for Proposal.

Respondent Name:	

Authorized Representative's Signature:

Type or Print Name & Title	:
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Date: _		
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