

PORT OF PORT ANGELES REQUEST FOR PROPOSALS

CLALLAM COUNTY RURAL BROADBAND FEASIBILITY STUDY

Due November 8, 2019

The Port of Port Angeles (Port) is soliciting responses from qualified information technology consultants interested in completing a Clallam County Rural Broadband Feasibility Study.

The selected consultant will work with the Port and our community partners to prepare a Rural Broadband feasibility study for Clallam County, which has a population of 76,000 and is comprised of 2,671 square miles. The goal of the Feasibility Study is to assess the broadband needs of the County and its communities and identify and determine the steps needed to provide broadband to our rural and underserved areas. The Port's partners and communities involved in this process include Clallam County and the cities of Sequim, Port Angeles and Forks.

Like many rural communities, much of Clallam County is either unserved or underserved regarding access to high speed broadband. Our two largest private Internet Service Providers (ISPs), Wave and CenturyLink, have only extended limited service and infrastructure beyond the county's few more densely populated areas. The other ISPs operating in our county are few in number, small in size and lack investment resources, though they do offer a variety of technology solutions in place, both wired and wireless.

Anticipated Scope of Work & Estimated Project Budget

The Port and our Community Partners have identified several consulting needs that are summarized below. The successful consultant and the Port will further refine the scope of work and schedule during the contract negotiation process. The estimated project budget is \$75,000.

1. Facilitate Joint Planning Roadmap with Stakeholders

The consultant will host one or more meetings with representatives of the Port, Clallam County, City of Sequim, City of Port Angeles, City of Forks, interested ISPs and select community stakeholders to refine strategic planning project objectives, scope of work, and deliverables. This task will include the development of a published road map workplan and timeline.

2. Needs Assessment

- a. Map broadband speed throughout Clallam County
 - i. Non-served and underserved households broken down by jurisdiction
 - ii. Served home delivered speeds by provider
 - iii. Capacity of existing subscribers. Are services oversubscribed?

3. Review Applicable and Existing Broadband Models

- a. Identify other mostly rural counties with successful broadband networks
- b. Meet/visit with other rural broadband program managers and record challenges and successes. Identify their current operating models.
- c. Document economic benefits of successful broadband models
- d. Review technological models: underground or overhead fiber, wireless, LGT, 5G, or satellite.

4. Current Assets and Mapping

- a. Identify and map the existing infrastructure in Clallam County including fiber, cable, DSL, and towers.
- b. Identify infrastructure gaps based on GIS Mapping. Create a GIS Map illustrate the gaps.

- c. Identify Anchor Institutions (AI) and businesses.

5. Business Modeling

- a. Recommend a preferred business model or models for Clallam County and its communities.
 - i. Cost estimates to serve under and non-served.
 - 1. Including private and public sector delivery
- b. Develop a phased construction and implementation plan.
- c. Develop a management plan.
- d. Identify the ROI.

6. Construction Costs

- a. Based on needs and the inventory assessment, estimate the cost of construction for each phase.
- b. Estimate the cost for middle mile and potentially last mile.
- c. Estimate will include permitting and right-of-way costs
- d. Estimate the cost of maintaining the network.

7. Funding

- a. Project the revenues and expenses of the proposed broadband model using provided assumptions.
- b. Identify loan re-payment models and potential fee structures needed to pay back those loans.
- c. Create financial models that consider varying operational expenses and revenue streams to determine the Return on Investment (ROI) for capital outlay, in addition to likelihood of operational sustainability and potential to reinvest profit into growth.

8. Service Provider

- a. Identify potential service providers.
- b. Develop policies around fee structure and rates throughout the county.
- c. Develop MOUs with service providers.

9. Strategic Plan Report

- a. Write and submit Strategic Plan Report detailing all findings and recommendations.
- b. **Strategic plan must meet all requirements of the Community Economic Revitalization Board (CERB) broadband planning checklist.** Link to CERB broadband planning checklist:
<https://deptofcommerce.app.box.com/v/cerbrbminplanrequirements>

Estimated Schedule

- | | |
|---|--------------------|
| 1. RFP Advertisement | October 8, 2019 |
| 2. RFP Responses Due | November 8, 2019 |
| 3. Consultant Selected | November 22, 2019 |
| 4. Scope of Work Negotiations | December 3, 2019 |
| 5. Submit contract to
BOC for Approval | December 10, 2019 |
| 6. Consultant Notice to Proceed | December 11, 2019 |
| 7. Final Strategic Plan Report | September 30, 2020 |

Proposal Criteria & Qualifications

Responses should address the following criteria, which will be used to evaluate all firms.

1. Qualifications and Experience (50 possible points)

- a. Describe similar projects completed by your team, and/or segments of your team, in the last 5 years, demonstrating thorough knowledge of the work items listed above.
- b. List various recent projects of similar scale that display the range of solutions your firm or team has selected along with explanations of why that solution was employed.
- c. Demonstrate your team's knowledge and experience working with municipalities and rural communities.
- d. Demonstrate your team's experience coordinating input from multiple project stakeholders to identify a solution to serve all interested parties.

2. Description of Approach (40 points possible)

- a. Describe the appropriate process needed to evaluate the project sites, plan solutions, and ensure the developed plan meets the needs of all stakeholders.
- b. Describe the appropriate process needed to evaluate various approaches to management models, financing models, and economic impacts.
- c. Describe the appropriate approach process needed to manage multiple policies and permitting processes.

3. Demonstrate Capability to Perform Services and Bid for Project (10 Points)

- a. List references that would attest to the expertise of the company and the assigned personnel.
- b. **Provide a LUMP SUM price estimate to complete the project.**
- c. Provide an estimated timeline to complete the project

Review and Selection

Consultant selection will be according to Chapter 53.19 RCW and based on the evaluation and scoring of the proposals unless it is deemed necessary by the Port to conduct interviews of closely scored consultants. The consultant determined best qualified to perform the studies will be recommended to the Port Board of Commissioners (BOC) for acceptance, subject to successful negotiation of a contract for personal services.

Submitting Proposal

Direct all inquiries on this Request for Personal Services to Jesse Waknitz, at 360-417-3452 or jessew@portofpa.com .

The proposals shall be submitted as a single PDF via email, **with Subject: Broadband RFP**, to Jesse Waknitz at jessew@portofpa.com , no later than **5 PM PST, November 8, 2019**. Proposals shall not exceed twenty (20) pages, including attachments.

The Port reserves the right to reject any and all proposals submitted. This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Consultant. The Port will not be liable for any costs incurred by the Consultant in the preparation and presentation of proposals submitted in response to this RFP. The Port anticipates having the scope and fee proposal negotiated by December 3, 2019 with contract work to initiate following January 1, 2020. The selected firm will be required to execute the Port's Standard Agreement for Personal Services (attached)

PERSONAL SERVICES AGREEMENT

PROJECT:
CONSULTANT:

THIS AGREEMENT is made and entered into by and between the Port of Port Angeles (*hereinafter referred to as the "Port"*) and _____ (*hereinafter referred to as the "Consultant"*) for the furnishing of consultant services for _____.

The Port and Consultant mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

List of Deliverables:

Note: See Attachment A for scope details.

COMPENSATION

This will be accomplished on a time and expense basis and will not exceed _____, without prior written approval from the Port.

LENGTH OF AGREEMENT

The length of this agreement is from _____ through _____.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

REPRESENTATIVES

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

Port's Project Manager: _____
Consultant's Representative: _____

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and

Naturalization Service. Consultant shall obtain all licenses and permits required to complete the scope of work as defined.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

4. Suspension and Debarment

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Consultant's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product in a PDF format or other format specified by the Port.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Port will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

11. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. Indemnity

For all claims arising from the performance of the Consultant's professional services Consultant and its subconsultants agree to indemnify and hold harmless the Port of Port Angeles, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best rating of no less than A VI+. Consultant shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement Does Does not require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply: Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement Does Does not require automobile liability insurance. If neither box is checked, automobile liability insurance will be required. Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement Does Does not require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage. Consultant shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majeure

Neither the Port nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of

deliverables shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement Does Does not require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words ~~or~~ approved equal+so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Professional Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Attachment A, Scope of Work, as modified by the latest amendment.
- C. Attachment B, Schedule of Fees, as modified by the latest amendment.
- D. Remaining attachments to the Personal Services Agreement:

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF PORT ANGELES

By: _____
Karen Goschen

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____