



Request for Proposal
Restructuring a Multi-Jurisdictional
Partnership Agreement

RFP Issued 7/7/2017

Response Due Date: 7/31/2017

REQUEST FOR PROPOSAL

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EXECUTIVE OVERVIEW

In this section, the Consultant should deliver an introduction to, and summary of, the RFP response and its specific fit for Customer. Structure the response so that anyone reading only this section will have a clear understanding of the response and why the solution best fits Customer's specific requirements. Please limit this response to 2-4 pages and directly address Customer's stated requirements.

Response:

REQUEST FOR PROPOSAL

1 RFP OVERVIEW

1.1 CUSTOMER BACKGROUND

Lane Council of Governments (LCOG) is a voluntary association of local governments in Lane County, Oregon. The agency is a regional planning, coordination, program-development, and service-delivery organization. LCOG helps area cities, counties, educational districts, and special-purpose districts reach their common goals.

Since LCOG's creation in 1945, the agency has participated in a wide variety of projects and programs for local governments. Today, LCOG serves 33 members, including Lane County, all of the 12 cities within the county, and education, public utility, and other special districts. Lane Council of Governments is dedicated to serving the public interest and enhancing the quality of life for the citizens of Lane County. It provides and facilitates efficient and effective government services through cooperative planning, program development, analysis, and service delivery.

LCOG's mission Statement:

Our mission is to coordinate and provide high quality public services in Lane County.

1.2 INTRODUCTION

Local governments in Lane County have cooperated in developing geospatial data and technology for more than 40 years. Traditionally known as the "Common Mapping" partners, this regional partnership remains one of the most successful and long-standing cooperative mapping efforts in the country. The Partners share a need for consistent data across their respective jurisdictions and the desire to minimize redundancy and costs where possible through shared data, systems and collaboration. The Partner Agencies (Partners) include the Cities of Eugene and Springfield, Lane County, the Eugene Water & Electric Board (EWEB), and Lane Council of Governments (LCOG). See *Attachment 5.1* for an expanded history of regional GIS in Lane County.

LCOG administers central GIS services to the Partners through an annual work program under the Cooperative Project Agreement (CPA). Historically, the focus of the CPA was central GIS data and systems maintenance; GIS technical support and products; and regional coordination and data standards development. In 2000, as a number of regionally shared mainframe business systems were replaced, the Partners, under the direction of the Regional Executive Group (REG), developed a shared system comprising a data warehouse, automated tools and processes for integrating and copying critical shared data into the data warehouse. The Regional Land Information Database (RLID) system also includes a website and series of web applications providing query, mapping and reporting access to the regional Partners as well as other government agencies and commercial businesses throughout Lane County and beyond. See *Attachment 5.2* for a copy of the REG Agreement (of 2000).

With the growth and development of RLID and increasingly distributed GIS systems among the partner agencies, the focus of CPA resources shifted away from centralized data maintenance, agency technical support services and map products toward continued maintenance and enhancement of the RLID system. To help offset the costs for RLID, LCOG has expanded commercial access to the website available through subscriptions. Today, commercial subscriber revenue contributes more than 40

percent of CPA funding and shows potential for growth through efforts to commercially enhance and market RLID web services. See *Attachment 5.3* for the CPA FY18 Workplan.

RLID is a critical element of any revised future Partner agreement given the significant investment and regional asset it represents. Increasingly, the partner agencies leverage RLID back-end services and the data warehouse for use with their own respective GIS and business systems. The number of commercial subscribers who rely on access to RLID website applications continues to grow annually. At the same time, the Partners continue to seek opportunities to serve their citizens through open data initiatives and possibly through an integrated regional portal. The Partners are looking to lay out a future direction that takes advantage of the opportunities presented by these shared regional assets and the broader evolving nature of GIS and multi-jurisdictional partnerships.

1.3 SCOPE OF WORK

The Partners seek professional consulting services to review and restructure the regionally shared GIS systems and services administered under the longstanding multi-jurisdictional Cooperative Partnership Agreement. Desired work entails examination of current partner agency priorities and shared future needs for GIS and related systems; identification of new and highest value regional collaboration opportunities; and a fresh and forward-facing look at effective multi-jurisdictional collaboration models for governance, funding, and sharing of common systems and technology. This in response to changes in technology and administration of technology. Responses should incorporate modern (e.g. ITIL) administrative and organizational standards.

More specifically, support needs include: (1) assessing common partner agency needs, (2) recommendations for the organizational framework, financial contributions, and technical elements of an updated Cooperative Partnership Agreement, and (3) process facilitation addressing needs 1 and 2 and in response to the framework set forth below.

Agency representatives have established a process framework and two advisory bodies for supporting this effort. The bodies are (1) the long-standing Regional GIS Coordinators committee (GIS Coordinators), partner agency representatives who directly oversee GIS staff; and (2) the CPA Partnership Development Steering Workgroup (Steering Workgroup), composed of program manager and director stakeholders and the GIS Coordinators. The process framework is composed of three main phases.

1. Assess the Current System State: Assess and describe existing regional Customer Base (both public and private), Products and Services; Technology Framework, and Partner Interactions;
2. Define Future Conditions: Define a desired future set of Spatial Data Products and Services, and the technological and resource requirements necessary to provide those products and services; and,
3. Establish Governance: Recommend workable model(s) for collaborative regional GIS systems governance, and funding. This includes the membership composition of the collaborative, potential new members, and exploring mechanism such as tiered membership.

A Strategic Plan will be the primary physical deliverable at the end of the project. The Strategic Plan will form the substance of a contract memorializing the relationships between agencies and establish institutional direction, and a work plan for continuing to develop shared regional spatial data resources.

The Partners are prepared to program a series of meetings over the course of a year to advance the partnership review. In general, the Consultant, with assistance from LCOG staff, will research each topic area, prepare a written report, and present the information to the GIS Coordinators and the Steering Workgroup. The Steering Workgroup members will review these materials to familiarize themselves with and contribute their knowledge to intra- and inter-agency responsibilities and work areas, and modify or concur on the direction of the Partnership. The documented results of each of these efforts will comprise the components for the final strategic plan and agreement. In Phase 3, the Consultant will facilitate the meetings of the steering workgroup.

Table 1 Project Phases

Phase	Task	Schedule
(1) Assess Current State	1. Evaluate Current Product & Service Portfolio	11/2017
	2. Evaluate Current Technology Framework	
	3. Inventory Partner Interactions	
(2) Define Future Conditions	4. Determine Future Product & Service Catalog	2/2018
	5. Evaluate Technology Needs	
	6. Determine Resourcing Requirements	
(3) Establish Governance	7. Establish Governance & Steering	5/2018
	8. Build Funding Business Plan	
	9. Strategic Plan	

Prior to involvement of the Consultant, the Partners will document existing products, services, technology, and Partner interactions. The Partners will provide this information to the Consultant at project initiation.

1.3.1 Alternate Proposals and Itemizing the Scope

The Partners understand that the combination of services requested to be bid span a range of skills and expertise in (1) GIS and related technologies and (2) institutional structure, development, and fiscal foundation. Further, the regional GIS Partners recognize that responders to this request may have strengths only in one area of service requested. In light of this, we request that all bids be structured such that proposal elements and costs for the more technical phases (1-6), and the organizational phase (7, 8, & 9) be submitted separately. It is acceptable for Proposers to submit cost proposals only for the more technical phase (1-6) or the organizational phase (7, 8, & 9) of the requested services.

2 CONSULTANT INSTRUCTIONS FOR RESPONSE

This RFP is not an offer by Customer to enter into a contract under these or any other terms. Customer shall have the right to make its selection decision on any basis, in its sole discretion. All costs for proposal preparation are the responsibility of the Consultant.

2.1 SCHEDULE OF EVENTS

Dates	Activity
7/7/2017	RFP distribution
7/31/2017	Responses Due by 5:00 pm PDT
August 7-22	Interviews / Selection Process
TBD	Consultant selected
TBD	Contract signed
9/1/2017-9/1/2018	Consultation and facilitation

2.2 CONTACTS

Consultants may contact LCOG for any questions related to this RFP. Salient responses will be emailed to all Consultants as addendums to the RFP. Telephone calls are permitted; however, verbal communications are not binding and should not be relied upon until confirmed in writing. Direct communication with any person other than those listed below representing the Customer regarding this RFP is not permitted.

Primary Contact Name: David Richey; drichey@lcog.org; 541-682-6664; 859 Willamette St., Suite 500, Eugene, Oregon 97401-2910

Alternate Contact Name: Howard Schussler; hschussler@lcog.org; 541-682-4007; 859 Willamette St., Suite 500, Eugene, Oregon 97401-2910

2.3 PROPOSAL DELIVERY

To be considered, proposals must be submitted electronically in accordance with these instructions:

- Proposals must be submitted by email sent to reception@lcog.org by 5:00 pm PDT on the date stated in 2.1, "Responses Due".
- The subject line of the email must contain words clearly identifying the proposal as a response to this RFP (e.g. "response to Restructuring a Multi-Jurisdictional Partnership Agreement").
- Responses must be attached to the email, or delivered by Dropbox or a similar service. The total size of email attachments may not exceed 10MB.
- Proposal documents may be submitted in Word or Excel format only.
- File and folder names must be fewer than 100 characters in length.

Upon receipt of a proposal Lane Council of Governments will endeavor to, as time permits, notify the Consultant with a confirmation of proposal delivery.

2.4 TECHNOLOGY PREFERENCE

The Partners operate with an established technological ecosystem of Environmental Systems Research Institute (ESRI) products for geospatial data management and analysis, Microsoft SQL server for database management and Microsoft's office suite for document production and other general tasks.

The Partners operate within a managed shared server environment. The Partners seek Consultants with technical expertise in these systems. As well, the Partners have interest in researching the application of open source (non-ESRI, Microsoft) systems (such as MySQL and PostgreSQL with the PostGIS extension). The Partners desire a Consultant with experience in spanning these technologies who can evaluate CPA business needs and make recommendations without bias towards specific software solutions or vendors.

2.5 RFP CONTENT REQUIREMENTS

General – Proposals will be clear and concise. LCOG encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, LCOG encourages Proposers to print on both sides of a sheet of paper whenever possible.

Cover Letter – A cover letter signed by an individual legally authorized to enter into a contract on behalf of the proposing individual/firm must accompany all Proposals. The letter must introduce the Proposal, provide an overview of your representation according to the Scope of Work and affirm that the Proposer accepts all terms and conditions of the Request for Proposals. The letter must designate the Proposer’s contact person during the Proposal review process. Also, identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon. Include a statement of the firm’s ability to begin work September 1, 2017 and a statement that the submission is a firm offer for a 90-day period.

Qualifications- Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of similar work performed as described in this request. Response should include strengths in each phase and tasks the Consultant is bidding on as given in Table 1.

Resumes- Include a resume for the lead project staff who will be assigned to this engagement. Include a description of the team: number of members, rate of turnover, and years of experience in their area of expertise as related to the Scope of Work.

Approach - The proposal should set forth an explanation of the project implementation strategy, responding within the outline given in Table 1. Clear reasoning, cost implications, and benefit to project outcome shall accompany deviation from phases, activities, and deliverables as outlined in Table 1.

Cost - The proposal shall clearly specify labor and direct costs for each project phase outlined in Table 1 including associated activities and deliverables described in the proposal.

2.6 MINIMUM QUALIFICATIONS & REQUIREMENTS (PASS/FAIL)

Following are the minimum Qualifications and Requirements that shall be met by all Proposers. Proposers shall respond to each of the minimum Qualifications and Requirements in writing, in a brief and concise manner.

Response to the minimum Qualifications and Requirements will not receive point values but shall be evaluated on a *pass* or *fail* basis. Only Proposers that meet all of the minimum Qualifications and Requirements will be evaluated on the Content of Response / Scored Evaluation Criteria (Section 2.9) where point values shall be awarded. LCOG does not pre-qualify Proposers; your proposal must show

that your firm meets the requirements. LCOG will attempt to answer questions or clarify the requirements if needed.

2.6.1 Requirement

Proposer must have led or had substantial participation in a minimum of three similar projects within the last five years assessing the administrative structure and governance of multi-jurisdictional collaboratives or consortia invested in common data management technology.

2.6.2 Requirement

Proposer must have led or had substantial participation in a minimum of three similar projects within the last five years assessing agencies, businesses, or institutions with enterprise-level geo-spatial data management systems, such as ESRI's Arc SDE or PostgreSQL/PostGIS, server management, and internet deployment of data and mapping services.

2.6.3 Previous Projects:

Describe the previous projects.

- If bidding on all three phases, respond to the following for both 2.6.1 and 2.6.2.
- If only bidding on Phases 1 & 2 or Phase 3, respond to the section appropriate to your application.

For each project, provide the following:

1. A short project description, and specify the consulting services provided in each case to the client, along with the engagement start and completion dates.
2. Identify the size and general scope of the project, in terms of types of services developed or other unique project features.
3. Describe the requirements, services, and deliverables, including elicitation techniques used and models.
4. Describe the methodology used to determine the best outcome, e.g. choice of technology stack or configuration of administrative structures.

2.6.4 References:

Provide a minimum of three (3) relevant, verifiable references and their contact information (name, phone number, e-mail address—see section 3.4). References must be familiar with the experience of each proposed staff that would be providing services to LCOG. References should address an experience as similar in scope to LCOG's project as possible in order to illustrate how Proposer can meet Requirements 2.6.1 or 2.6.2. Consultant should indicate whether reference is to 2.6.1 or 2.6.2.

LCOG reserves the right to request additional references.

2.7 PRICE AGREEMENT

LCOG reserves the right to negotiate a final contract that is in the best interest of the Agency considering cost effectiveness and quality central control. Once the evaluation committee has made a tentative selection, LCOG staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, LCOG staff will negotiate with other qualified Proposers in the order of

their respective qualifications until reaching an agreement or LCOG staff decides to terminate the selection process.

2.8 SELECTION DISCRETION

LCOG reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. LCOG further reserves the right to negotiate, amend, and refine bids in consultation with one or more of the prospective Proposers.

2.9 EVALUATION PROCESS

All responsive proposals received by the specified deadline will be reviewed by the Evaluation Committee consisting of representatives of the participating agencies for content, proposed service costs, and capabilities of the Consultant. After initial screening, the Evaluation Committee may shortlist, for further evaluation, those Consultants deemed most qualified based on a review of the proposals. Consultants are advised that Customer, at its option, may award a contract strictly based on the initial proposals. The proposals will be evaluated on:

- 2.9.1.1 RFP Compliance and Responsiveness
- 2.9.1.2 Consultant experience
- 2.9.1.3 Cost Effectiveness

2.10 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Any proposal may be modified or withdrawn at any time prior to the scheduled opening of proposals, provided that a written request is received by the party receiving RFPs prior to the scheduled opening. The request may be made by email, fax, or personal delivery to the person named in section 2.2 above. The request shall not reveal any proposal details, but shall state only the modification, so that the proposal shall not be known until the proposal is opened. The withdrawal of a proposal shall not prejudice the right of a Consultant to submit a new proposal prior to the scheduled opening.

A proposal may not be modified, withdrawn, or canceled by the Consultant for one hundred twenty (120) days following the time and date designated for the opening of proposals and the Consultant so agrees in submitting the proposal. Should there be any reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Customer and the Consultant.

2.11 INTERPRETATION OF CONTRACT DOCUMENTS

If a Consultant finds discrepancies in, or omissions from, the RFP documents, or is in doubt as to their meaning, the Consultant shall notify the Customer as described in this section.

Any changes to or interpretations of RFP documents shall be accomplished by Addenda which, if issued, will be posted to the Internet and may be read or downloaded from the LCOG web site, <http://www.lcog.org>. Consultants are encouraged to provide indications of interest and email addresses to the contact receiving RFP requests so they may be informed when there is an addendum. Addenda so issued are to be covered in the proposal and are part of the proposal documents. Failure to address matters contained in addenda could lead to rejection of entire proposal as non-responsive. Consultant or any third party interpretations, corrections or changes made in any other manner will not be binding, and Consultants shall not rely upon such interpretations, corrections, or changes. In case of doubt or differences of opinion as to the interpretation of provisions of the RFP, the decision of the Customer shall be final and binding upon all parties.

2.12 PROTEST OF REQUIREMENTS

A bidder (or proposer) may protest the competitive selection process, or a provision in the solicitation document, if they believe the process is contrary to law or improperly specifies a brand name. The protest must be timely filed with the party receiving the RFP requests within 10 calendar days before bid (RFP opening), unless specified otherwise. It needs to include: sufficient information to identify the solicitation subject to the protest, the grounds that demonstrate how one or more of the criteria were not met, evidence or supporting documentation that supports the grounds, and relief sought. If LCOG upholds a protest, it may issue an addendum or cancel the solicitation process. It should provide notice to the protestor if it rejects the protest.

The purpose of this requirement is to permit LCOG to correct, prior to the opening of proposals, requirements that may be unlawful, or from LCOG'S perspective may be improvident or which may unjustifiably restrict competition. This requirement, by permitting corrections prior to the opening of proposals, should eliminate the waste inherent in protests and in the possible rejection of all proposals. In order to have their complaints considered, Consultants must submit them within the time established in Section 2.15, Protest of Requirements. LCOG may not at any subsequent time consider Consultants' objections to technical requirements or specifications. Consultants will have an opportunity to submit with their proposals certain proposed modifications to contract terms which may apply specifically to them, but are not modifications necessary to ensure lawfulness or open and fair competition overall.

2.13 PROPOSAL PREPARATION AND SUBMISSION

An authorized representative of the company must sign the proposal in the place provided in section 2.30 below. Such signature may be placed into the PDF document using an accepted electronic signature placed thereon by the person signing, or the section may be signed in paper copy with a scanned copy of that statement incorporated into the proposal submitted.

Proposals must be submitted in the manner described in section 2.3 above.

Proposals must be complete and include responses to all items/information requested. Proposals must be prepared in the format stated in *Section 2.5 2.5 RFP Content Requirements*. Proposals which are incomplete, fail to respond to all items requested, have unauthorized changes/modifications to the RFP solicitation document or Addenda terms, or are prepared in another format, may not be considered minor informalities. Such errors may be deemed by LCOG, in its sole discretion, as rendering the proposal non-responsive and subject to rejection.

LCOG must receive proposals and pricing information prior to the scheduled RFP closing date and time. Late proposals and/or modifications will not be considered. Facsimile proposals or signatures shall not be accepted.

2.13.1 Alternate Responses

Consultants may submit more than one response. All such alternate responses must: 1) be submitted in the same email with the primary response, be clearly labeled as Alt 1, Alt 2, etc. and 2) comply with the requirements of the Request for Proposal except that additional responses may incorporate, by reference, repetitive information, which is provided in the primary response.

2.14 PRICE

All prices, delivery schedules, interest rates, and any other significant factors contained in the proposal (including any alternate proposals submitted) shall be valid for one hundred eighty (180) days from the proposal closing date, unless otherwise specified in the RFP. LCOG may request that Consultants extend this time in writing.

2.15 TRAVEL

All travel expenses incurred by LCOG employees related to this acquisition shall be the responsibility of LCOG.

2.16 ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

Failure of the selected Consultant to execute a contract in a timely manner, within thirty (30) days after notification of award may result in cancellation of the award. This time period may be extended at the option of LCOG or by mutual consent. LCOG may then offer/award contract to the next suitable Consultant and continue the process to other Consultants as necessary.

2.17 NEWS RELEASE

Any publicity or news releases pertaining to this acquisition will be made only with the prior written consent of LCOG, and then only in coordination with LCOG and not prior to the execution of the contract by both parties.

2.18 PUBLIC RECORDS

This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by LCOG and made a part of a file or record, which shall be open to public inspection. If a proposal contains any information which a Proposer reasonably believes is a trade secret under ORS 192.501(2), each instance of such information must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

If Proposer reasonably believes there are grounds for exempting information from disclosure under Oregon Public Records law, the information claimed to be exempt must be clearly identified. It shall be the Proposer's obligation to establish that the information is exempt from disclosure. Proposer shall defend, indemnify, and hold LCOG harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to a request to disclose information which Proposer has labeled as confidential. LCOG shall be entitled to use information marked confidential, in whole or in part, for proposal evaluation, and may make copies for this purpose. If applicable, LCOG may, in its discretion, include contract language covering procedures separating confidential information, if it is to be part of a resulting contract. Any restrictions related to information marked confidential do not apply, if LCOG has the right to or has obtained the information from another source.

2.19 INVESTIGATION OF REFERENCES

LCOG reserves the right to investigate the references and the past performance of any Consultant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. This investigation may occur throughout the evaluation process including up to final execution of any contract. LCOG may postpone the award or execution of

the contract after the announcement of the successful Consultant in order to complete its investigation. LCOG reserves its right to reject any proposal or any part of a proposal, to reject all proposals, and to cancel the award of any contract at any time prior to LCOG's execution of a contract.

2.20 PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS

Due to the limited resources of LCOG, LCOG generally will not completely review or analyze proposals which on their faces fail to comply with the requirements of the RFP or which clearly are not the best proposals, nor will LCOG generally investigate the references or qualifications of those who submit such proposals.

2.21 CONSULTANT INTERVIEWS AND PRESENTATIONS

Customer has set aside the dates noted in the Schedule of Events for Interviews and Presentations with the Consultants that make the short list. Interviews and Presentations will be scheduled on the days noted. Customer requires onsite Interviews and Presentations. If an onsite Interview and Presentation is not possible, video conferencing or other telecommunication may be used

2.22 PAYMENT SCHEDULE

Customer agrees to pay Consultant net 30 days from receipt of invoice. Consultant may invoice Customer after receiving written approval of each product delivered. Products (reports, meeting facilitation, or other agreed-upon deliverables) will be unitized by phase.

2.23 CONSULTANT RFP AUTHORIZATION

To receive consideration, proposals shall be made in accordance with the following general instructions:

1. The signature of all persons signing the proposal shall be in longhand and the primary signer shall have the authority to bind the Proposer to the offer. The completed proposal shall not alter the questions and specifications provided, nor add/delete/modify the text provided in the RFP request.
2. Only the signed hard copy of the RFP response will be considered for the award of the contract. No oral, telephonic, telegraphic, faxed or e-mailed proposals will be considered for final award.
3. The submission of a proposal shall be an indication that the Proposer has investigated and fully satisfied themselves as to Customer's requirements and site conditions that will be encountered, and the scope of the work to be performed.
4. This RFP, Proposer's response to the RFP, Appendices, Schedules, Addenda and written modifications to the RFP requirements will be incorporated into the final contract as indicative of the overall scope of work under which Proposer is awarded the contract (and as a material inducement for Customer to enter into contract), further defining the contractual responsibilities of the Consultant.

Full Legal Name of Company:

Signer's Name and Title:

Address:

Phone #:

E-Mail:

Federal ID #:

The following individual is an authorized officer of the company with the authority to commit the company to the terms and requirements of this RFP. This individual, or their agent, has had the opportunity to review this Request for Proposal and asserts compliance with the requirements therein; except where noted otherwise.

By signing this Proposal, Proposer certifies that:

1. Certification of Resident Bidder Status. Proposer is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Certification of Compliance with Tax Laws. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, including:
 - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

I declare under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct:

RFP Response

3 CONSULTANT INFORMATION

3.1 CONTACT INFORMATION

Bidding Company Name:	
Head Office Address:	
Branch Office (responding to this RFP) Address:	
Sales Representative name, telephone number and email address:	
Technical Advisor name, telephone number and email address:	

3.3 CONSULTANT BACKGROUND

Provide a brief (two or three paragraphs) overview and history. Describe the organization of your company.

Please state how many years your company has been in business.

How many projects of similar scope and nature has your firm completed? Please briefly describe three projects.

3.4 REFERENCE ACCOUNTS

Provide contact information for a minimum of three references for whom you have done similar work. Ideally, these references should be from the same industry, be the same size, and be located in the continental United States.

Company name and location	
Contact name, position and phone number	

Company name and location	
Contact name, position and phone number	

Company name and location	
Contact name, position and phone number	

4 CONTRACT TERMS AND CONDITIONS

4.1 CUSTOMER MASTER SERVICE AGREEMENT

The successful Consultant will execute the Customer’s Standard Agreement to Furnish Services (below) as the controlling document for the contract and as a condition of the work. Consultants should carefully review the agreement and note any required exceptions below. Consultants that do not take exception will be considered to have accepted the document as written. Consultants must note any exceptions at the time of their RFP response, and Consultants that take excessive or frivolous exceptions may be eliminated from consideration as non-compliant. Consultants that state something along the lines of “Consultant will negotiate final terms of the contract upon award.” will be considered to have accepted the agreement without exception, or to be non-responsive and may be eliminated from further consideration – at Customer’s sole discretion.

AGREEMENT TO FURNISH SERVICES

THIS AGREEMENT entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as LCOG, and XXX(contractor name), hereinafter referred to as CONTRACTOR, whose address and telephone are XXXXXXXXXXXX, XXXXXXXX, OR 97XXX, (541) XXX-XXXX.

NOW THEREFORE it is agreed that:

1. CONTRACTOR shall provide (XXX enter project description) **OR** (XXX as outlined in Attachment A).
2. The agreement term shall be XXXXXXXX through XXXXXXXXXX.
3. LCOG shall pay CONTRACTOR \$XX, for a total amount not to exceed \$XX,XXX. CONTRACTOR is responsible for all required taxes.

CONTRACTOR will submit an invoice to XXX (enter LCOG staff name) for approval, detailing the number of hours worked and tasks completed plus task status. Upon receipt of an approved invoice in LCOG fiscal department, reimbursement to CONTRACTOR will be processed within 15 days.

4. If CONTRACTOR employs others in the performance of this agreement, the CONTRACTOR shall comply with pertinent federal and state laws and regulations. The CONTRACTOR and all subject employers working under this agreement are either employers that will comply with ORS 656.017, Oregon Workers' Compensation Law, or employers that are exempt under ORS 656.126. None of the services covered by this agreement shall be subcontracted without the prior written approval of LCOG.
5. All work products which result from this agreement shall be the exclusive property of LCOG and shall be delivered to LCOG upon completion of the work or termination of this agreement. CONTRACTOR shall not further use or distribute these products without the express written permission of LCOG.
6. This agreement may be modified or extended by written amendment signed by both parties.
7. Upon fifteen days' written notice delivered to the other party by certified mail or in person, either party, without cause, may terminate its participation in this agreement.
8. Should funds not become available to LCOG in amounts anticipated, LCOG may, by amendment, reduce funding or terminate the agreement as appropriate. Reduction or termination will be effective upon written notice delivered in person or by mail.

(CONTRACTOR NAME)

LANE COUNCIL OF GOVERNMENTS

By: _____

By: BrendaLee S. Wilson, Executive Director

Date _____

Date _____

Contractor Tax ID OR Social Security #: _____

4.2 ORDER OF PRECEDENCE

If there is a discrepancy in terms and conditions between any documents that will form part of the final awarded contract, the following order will prevail:

RFP, Response to RFP, Addenda, and RFP Schedules

Consultant Contract

Consultant Scope of Work

Consultant Project Plan

Written correspondence between the Consultant and Customer

4.3 GENERAL CONDITIONS

The following conditions are typical for telecommunications projects. If you must take exception to any of the conditions below, please copy a blue “Response” clause to the appropriate spot, fully explain your objection, and suggest an alternative.

4.3.1 Not An Offer to Contract

This RFP is not an offer by Customer to enter into a contract under these or any other terms. Acceptance of a proposal neither commits Customer to award a contract to any Consultant, even if all requirements stated in this RFP are satisfied; nor limits Customer’s right to negotiate in its best interest. Customer reserves the right to reject all proposals and not make a decision, or to contract for only a portion of the project. Customer shall have the right to modify the terms of this RFP without notice, and to make its selection decision on any basis, in its sole discretion. All costs for proposal preparation are the responsibility of the Consultant.

4.3.2 Addenda

Written Addenda (including emails) issued by LCOG, interpreting, modifying, or adding to this RFP shall be incorporated into the proposal. Any oral communication concerning this RFP is not binding on Customer and shall in no way modify this RFP.

4.3.3 Valid Period of Offer

The pricing, terms, and conditions stated in the RFP Response must remain valid for 3 months from the due date of the response in order to finalize a decision and enter into contract. Thereafter, pricing should remain fixed for the term of the contract.

4.3.4 Inclusive Pricing

It is expected that there will be no additional charges other than those specified in the proposal. The Consultant and Manufacturer are solely responsible for all Time and Materials, airfare, hotel, living expenses, mileage charges, shipping, duties, tariffs and Value Added Tax. These costs should be included in the quoted “turn-key” pricing. Any error in configuration or omission of required equipment is the responsibility of the Consultant to provide at no additional charge in order to provide a functioning system that meets the scope of the RFP.

Consultant’s proposal should identify all services and equipment to be provided by Customer, required to implement the Consultant’s proposal. No materials (including servers or Windows OS), labor or facilities will be furnished by Customer, unless specifically requested in this RFP.

4.3.5 “Optional” Pricing

Customer wants to avoid any misunderstanding where it is assumed that a feature is included in the base pricing and turns out to be an optional, extra cost feature. As such, any question answered “Comply” will be considered included at no additional cost. Any service that is referred to in the body of this response and exhibits (does not pertain to attachments and brochures) will be considered included in the basic offer, and pricing, unless Consultant specifically refers to the service as optional and provides pricing.

4.3.6 Non-Appropriation Clause

As a public entity, Customer does not have guaranteed funding from budget year to budget year. For this reason, Customer may cancel all or a part of the awarded contract if funding for the project is lost or unavailable. There will be no penalty or early termination charge to Customer for cancellation of the contract. Consultant will be paid only for actual costs and completed work based on phase or percentage of total work completed. Consultant will make every effort to mitigate actual costs and will submit actual payroll records, if required by Customer, to prove percentage of work completed.

4.3.7 Appeal

Only Consultants submitting a complete response and fulfilling all conditions of this RFP may appeal the RFP process. Appeals must be submitted in writing within 5 days of the announcement of the winner to LCOG+.

4.3.8 Complete Response

Failure to answer all questions in this RFP may be considered non-responsive. Customer may, at its sole discretion, waive minor inconsistencies in a response.

4.3.9 Joint Response

If two or more firms are involved in a joint venture or association in order to provide a response, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties must submit section 2.23 Consultant RFP Authorization. All parties signing the agreement must be individually liable for providing the services even when the areas of responsibility under the terms of the joint venture or association are limited. This often applies when the Consultant contracts with the Manufacturer for professional services in the installation of the system.

4.3.10 Sub-Contract of Work

Consultant must disclose below if they intend to sub-contract any portion of the work required under this RFP response. Sub-contractors must be chosen prior to submitting a bid and their abilities will be assessed as well as those of the Consultant. Customer will contract directly with Consultant and Consultant will be completely responsible for the completion of all facets of this RFP (even if sub-contracted to others by the Consultant).

If Consultant sub-contracts work without prior disclosure or changes the designated sub-contractor, this will be considered a breach of contract and Customer may, at its sole discretion, terminate the contract. Consultant will be paid only for actual work completed to that point and Customer will pay no penalties for cancelling the contract. Please note below if any work will be sub-contracted, which work, to whom, and the percentage of the total proposal being sub-contracted.

4.3.11 Right of Refusal

Customer retains full right of refusal over Consultant staff or resources for any, or no, reason. Upon notification of a reasonable request to change staff, Consultant will identify alternate candidates with

similar or equal qualifications for Customer to interview. Upon selection of alternate resource, Consultant will endeavor to schedule the new resources to the project with minimal delay.

4.3.12 Scope of Work

Consultant's final Scope of Work will not be able to capture every action item, deliverable or responsibility of each party. If an action item is not listed in the SoW but is reasonably required in order to meet the requirements and specifications of the RFP, it will be assumed to be included at no extra charge and the responsibility of the Consultant if it relates to the hardware, software or services being provided by the Consultant. If an action item is not listed and is solely related to the inner workings of Customer's LAN/WAN, IT network, or business processes, it will be assumed to be delivered by the Customer (but with Consultant support and consultation).

4.3.13 Assignment

Consultant may not assign their responsibilities under this contract to any other party without the written consent of Customer. Consultant contract may not be assumed by another company through a merger or acquisition without Customer's written consent, which will not be unduly withheld. This is intended to prevent Customer from being obligated to work with a Consultant that they would not have chosen to work with, through an evaluation of the assigned company's own merits.

4.3.14 Insurance, Liability, and Indemnification

The successful Consultant is liable and responsible for any damage to the premises (e.g., floor, walls, etc.) caused by Consultant personnel or equipment during installation and is responsible for the removal of all project-related debris.

The Consultant shall, at Consultant's expense, procure and maintain satisfactory comprehensive general liability insurance to adequately protect the Consultant's personnel and Customer against damages for bodily injury, including death, and property damage, which may arise from operations under this contract, whether such operations are by the Consultant or by the Consultant's subcontractor, or anyone directly or indirectly employed by the Consultant. Customer requires \$1,000,000 comprehensive general liability coverage, a policy of comprehensive vehicle liability insurance with minimum limits of \$1,000,000, and worker's compensation in compliance with Oregon law.

In addition, the Consultant must agree to defend, indemnify, and hold harmless the Customer, its officials, and every officer, employee and agent of Customer (collectively "Customer") from any claim, liability or financial loss, injuries to property or persons arising out of any acts or omissions of Consultant, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the gross negligence, sole negligence, or willful misconduct of the Customer, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Customer, with counsel of Customer's choice, at Consultant's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Customer. Consultant shall reimburse Customer for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Customer.

4.3.15 Permits

The Consultant shall obtain and pay for any permits and licenses required for the performance of the work, post all notices required by law, and comply with all laws, ordinances and regulations bearing on

the conduct of the work, as specified herein. On any work which requires an inspection certificate issued by local authorities, National Board of Fire Underwriters, or any other governing body, such inspection certificate(s) shall be obtained by and paid for by the Consultant. The chosen Consultant shall procure all required certificates of acceptance or of completions issued by the state, municipal or other authorities and must deliver these to Customer.

4.3.16 Single Point of Contact

The Consultant will act as a single point of contact for all installation/warranty/maintenance issues related to all equipment provided under this contract. Consultant will not refer Customer to the manufacturer of the equipment for resolution of any service issues. Consultant will coordinate response between the suppliers of all hardware/software that the Consultant has provided under this contract, so that the Customer is not affected by any “finger pointing.” Consultant will provide best effort in resolving issues unrelated to the equipment they provided but integrating with the equipment they have provided (for example Unified Messaging integration with a Consultant supplied Voicemail platform).

4.3.17 General Guarantee

Neither “sign-off” of operational readiness by Customer or its representatives nor partial or full payment by Customer to the Consultant shall relieve Consultant of liability in respect to any express or implied warranties, or responsibility for faulty materials, workmanship, or code violations in labor or material supplied by the Consultant.

4.3.18 On Time Performance

The successful Consultant will be required to commence work within fifteen (15) calendar days of execution of contract, to prosecute the work with faithfulness and energy, and to complete the work according to the schedule set out in this RFP. The parties hereto agree that it will be impractical and extremely difficult to fix the actual damage from a breach of the obligation to complete the work within the specified period, and therefore, agree that two hundred fifty dollars (\$250) per day shall be presumed to be the amount of damages sustained for any such delay.

It shall be understood by all Consultants that time is of the essence in the prompt manufacture, shipping, delivery, and installation offered by the Consultant and Customer reserves the right, and may at its sole election, cancel any award or purchase order arising hereunder for untimely delivery (more than 1 month after date shown in final Consultant project plan).

If the contractor shall be delayed in the work by the acts or negligence of Customer or its employees or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any Force Majeure causes beyond the control of the Contractor, or by delay authorized by Customer, or by any cause which Customer shall decide justifies the delay - the time of completion may be extended for such reasonable time as Customer may decide.

4.3.19 Failure to Perform

Unless otherwise specified, if an item is not provided or installed as specified in the contract or if the Consultant provides an item which does not conform to the specifications, Customer may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing and installing such item. Any reasonable additional cost or expense incurred by Customer in making of such contract or any additional cost of purchasing or installing an item by reason of the failure of the Consultant as described in this paragraph shall be paid by the Consultant.

4.3.20 Confidentiality & Non-disclosure

The information contained in this RFP (or accumulated through other written or verbal communication) is CONFIDENTIAL. It is for proposal purposes only and is not to be disclosed or used for any other purpose. This RFP is submitted by Customer for use by potential Consultant's officers and select employees engaged in evaluating this request. The contents of this Request for Proposal may not be disclosed, in whole or in part, to any other party without the prior written consent of Customer.

4.3.21 Open Government and Public Records

The final contract for this RFP will be a matter of public record; Consultant may not designate this RFP response as Confidential or Proprietary. All RFP responses and documents will be considered a public record and subject to disclosure under Open Government or Public Information Act legislation, so Consultants may not mark the entire response as Confidential.

4.3.22 Intellectual Property Rights

Inasmuch as this RFP document represents the core product offering of Communication Strategies, Com-Strat LLC retains ownership of the RFP document template. This document may not be used in whole, or in part, outside of this particular RFP engagement with Customer, nor disclosed or given to any other party for their use. Customer and the Consultant are granted unrestricted rights to use this document in procuring and responding to this RFP.

4.3.23 RFP Responses

All materials submitted by the Consultant in response to this RFP become the sole property of Customer upon receipt of the proposal.

4.3.24 Terms and Conditions Acceptance

Please note below your acceptance and intended compliance with the Terms and Conditions above.

5 ATTACHMENTS

The following documents will be provided in soft copy to all Consultants upon email request sent to: reception@lcog.org.

5.1 A HISTORY OF GIS IN LANE COUNTY

5.2 COOPERATIVE PROJECT AGREEMENT (2000)

5.3 FY18 WORKPLAN