

MEETING NOTIFICATION

April 22, 2019

6:30 p.m.

**MetroEast Community Media
829 NE 8th St.
Gresham, OR 97030**

AGENDA

- Roll Call
(Commission Participation: One or more members of the Commission may attend and participate by electronic means. The public will be afforded an opportunity to listen to the participation at the meeting site.)
- Welcome Gresham Appointee - Jacquenette McIntire
- Agenda Review
- Disclosures
- Public Comment (non- agenda items)

***CONSENT AGENDA – NO DISCUSSION**

All items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.

C1. January 28, 2019 Meeting Minutes

C2. March 16, 2019 Planning Retreat Minutes

REGULAR AGENDA

- | | |
|---|--------|
| *R1. Contract Amendment: Manley Consulting | 5 min |
| *R2. Community Technology Needs Ascertainment Consultant Contract | 15 min |
| *R3. Ascertainment Community Engagement Consultant Contract | 15 min |
| *R4. FY18-19 MHCRC Operations Budget Amendment | 10 min |
- Staff Activity Reports and Updates
 - FCC/Federal/State Public Policy
 - FY19-20 Budget Process/Information
 - Comcast's Annual I-Net End-Fund Report
 - TechSmart Initiative
 - Alliance for Community Media Conference – Portland, July 10-12
 - OCT Staffing Update/ Priorities
 - Other

Please notify the MHCRC no less than five (5) business days prior to our event for ADA accommodations at 503-823-5385, by the City of Portland's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.

Mt. Hood Cable Regulatory Commission
MetroEast Community Media
January 28, 2019 Meeting Minutes - **DRAFT**

Summary Minutes

THESE MINUTES ARE UNOFFICIAL UNTIL APPROVED BY THE COMMISSION AT A SUBSEQUENT MEETING.
PLEASE REFER TO SUBSEQUENT MINUTES FOR APPROVAL OR CHANGES

Call to Order: 6:3 pm

- Roll Call
Commissioners present: Leif Hansen (Chair), Carol Studenmund, Scott Harden, Sue Dicile, Norm Thomas (via conference call), Rich Goheen
Commissioners absent: Mike Bennett

Staff Present: Julie Omelchuck, Program Manager; Tyler Dice, Assistant Program Specialist, Scott Ellertson, Program Coordinator
- Hansen welcomed Jeff Dennerline, the new Fairview Commissioner appointee.
- Hansen thanked Rich Goheen, Fairview Commissioner from 1997 – January 2019, for his significant contributions to the MHCRC and the community. Commissioners expressed their pleasure in working with Goheen. Hansen presented Goheen with a plaque recognizing his years of service.
- Agenda Review: None
- Disclosures: None
- Public Comment (non-agenda items):
Richard Donin, who lives in SW Portland, conveyed two complaints about Comcast: That the company does not provide internet speeds for which he is paying an additional monthly amount. Comcast had tested his internet hardware and found no issues. Secondly, that Comcast does not notify customer when a contracted price is expiring. Dicile clarified the Commission does not have authority over Comcast's internet service but does assist subscribers with complaints related to this service. However, the fact that Comcast does not notify customers of expiring contracts is an issue the Commission would be interested in. Staff would follow up with Donin.
- **Consent Agenda – No Discussion**
 - C1. December 17, 2018 Meeting Minutes

Motion: Dicile moved to approve the consent agenda. Harden seconded.

Vote: 6-0 passed

- **REGULAR AGENDA**

R1. Annual Commission Retreat Goals & Objectives

Motion: Dicile moved to approve the retreat goals and objectives contained in the meeting packet. Harden seconded.

Vote: 6-0 passed

- Staff Activity Reports and Updates
 - FCC/Federal/State Public Policy

Ellertson provided an update about the FCC proceeding regarding the ability of cable companies to offset franchise fees for the value of in-kind contributions. The MHCRC joined other local jurisdictions to file comments and reply comments but there is no indication as to when the FCC may act to adopt the order.

In response to a question from Dicile, Omelchuck stated the Oregon Broadband Office has been established within the state Department of Economic Development. The Office is in the development stages and three Oregon legislative bills have been initiated to secure funding and define functions of the Office.

- **CenturyLink Outage**
Ellertson noted the national CenturyLink outage interrupted service for some of Portland's Prism customers between December 27th – December 29th. The interruptions were intermittent over that period with some experiencing an outage in excess of eight hours. The MHCRC received notification from some of the complainants that CenturyLink did provide a pro-rated refund for the period of outage experienced by the customer. CenturyLink responded to the outage within 24 hours as required by the franchise agreement. Therefore, staff was not pursuing a violation under the cable franchise agreement.
- **Annual Complaint Report**
Ellertson noted the small uptick in the number of customer complaints from the prior year. Dice explained most of the complaints revolved around increased fees and billing, especially regarding the end of promotional packages and the broadcast and sports fees.
- **TechSmart Initiative**
Omelchuck is working with Gresham Barlow, Reynolds, and Portland Public school districts to commence the second round of TechSmart grant funding to bring forward to the Commission in this fiscal year.
- **FY19-20 Budget Process/Information**
Omelchuck said the MHCRC projected FY19-20 funding from the jurisdictions will, most likely, be a status quo amount for the upcoming fiscal year. The discussion regarding franchise and PEG/I-Net fee revenue trends at the upcoming Commission retreat will help inform Commissioners in further developing the FY19-20 budget. The MHCRC Finance Committee anticipates meeting in early April.
- **OCT Bureau Transition/Staff Extended Vacation**
Omelchuck said she had no new information about the OCT bureau director hiring. Omelchuck said she will be out of the office on vacation February 11 - March 11. Rebecca Gibbons will be the contact for Commissioners during Omelchuck's absence.
- **Alliance for Community Media Conference – Portland, July 10-12**
Omelchuck noted that the conference is in Portland and MHCRC may wish to participate. Registration is available for single day and full conference attendance. Staff will contact Commissioners once registration opens.
- **Other: none**

- **Committee Reports**
 - **Finance Committee**
Thomas thanked Goheen for his valuable assistance on the committee and Dicile noted the value of Goheen's business experience and acumen when reviewing finance and contract documents.
 - **TechSmart Grant Committee: None.**
 - **Community Ascertainment Committee: None**
 - **Open Signal Board Appointee: None**
 - **MetroEast Board Appointee: None**
- **New business; Commissioner Open Comment**
Hansen appointed Norm Thomas as the Chair of the Finance Committee. Dicile stated that Commissioners often serve on the Finance Committee early in their term appointment to quickly learn about the organization's budget.
- **Upcoming Commission Meeting Schedule:**
 - February – Recess
 - March 16 – Annual Planning Retreat
 - April 22 – MetroEast
 - May 20 – Open Signal
 - June 17 – MetroEast

July/August – Recess

- Franchisee Activity Report

- Frontier

Jessica Epley, Frontier Government and External Affairs Manager, noted two State legislative bills regarding the state broadband office and related funding for broadband in rural areas. She said the 1 gig service to MetroEast required as part of the Frontier Franchise Agreement extension had been delayed. In response to a question from Hansen, Omelchuck said staff expected to receive a written response from Frontier soon documenting issues and service activation. Epley noted that work continues for implementation of cablecasting the access channels in HD on the Frontier platform.

- Comcast

Sheri Acker, Comcast Government Affairs Specialist, thanked Mr. Donin for noting his complaint and she will escalate Mr. Donin's request that subscribers be informed in advance of the end of their promotional package pricing.

- CenturyLink

Samantha Ridderbusch, CenturyLink, Government Affairs Director, confirmed that Century Link customers experienced a multi-state, multi-service outage. Prism customers in the Portland area had the potential of eight hours of outage between December 27-29. The Company has identified the cause of the outage and made changes to ensure it would not happen again. CenturyLink awarded \$5,000 to New Avenues for Youth to aid in addressing youth homelessness. Total 2018 community investments equated to \$460,000 in Oregon with CenturyLink staff volunteering just under 500 hours for the year.

- PEG Provider Activity Report

- MetroEast Community Media

Marty will present at the Western States Regional Alliance for Community Media conference on the topic of the future of community access media centers. Rockwood DIY is sunsetting and MetroEast is planning alternate programs for the summer. The DIY was a success and MetroEast is working to secure additional grant funds to continue these types of services. Other activities included: Meeting with the Miller Foundation to discuss a collaboration with Open Signal; continuing to secure grant and other funding; and hosting the Gresham Chamber Leadership Academy with a full day of media training.

- Open Signal

Justen Harn, Open Signal Executive Director, thanked Commissioner Dicycle for volunteering her facilitation expertise for the Open Signal strategic planning. Justen shared highlights from the 2018 annual report that will be mailed to Commissioners. The Open Signal Board has five new members with extensive background and experience that will help further the mission. Justen demonstrated a VR experience that will allow viewers to experience the change to the local area.

Adjourn 7:58 pm

Respectfully submitted:

Julie S. Omelchuck, Program Manager

MT. HOOD CABLE REGULATORY COMMISSION
Annual Planning Retreat
OMSI, Portland, OR
March 16, 2019 Retreat Minutes -- **DRAFT**

SUMMARY MINUTES

THESE MINUTES ARE UNOFFICIAL UNTIL APPROVED BY THE COMMISSION AT A SUBSEQUENT MEETING. PLEASE REFER TO SUBSEQUENT MINUTES FOR APPROVAL OR CHANGES

Called to order: 9:00am

Roll Call

Commissioners Present: Leif Hansen (Chair), Norm Thomas, Carol Studenmund, Sue Dicile, Mike Bennett, Scott Harden, Jeff Dennerline

Staff Present: Elisabeth Perez, Acting Staff Director; Julie Omelchuck, Program Manager; Scott Ellertson, Program Coordinator; Rebecca Gibbons, Program Coordinator

Other: Paula Manley, Facilitator

Guests: Rich Goheen (former Fairview representative); Marybeth Henry (Presenter); Marty Jones (MetroEast Community Media), Justen Harn (Open Signal), Tim Goodman, Comcast. NOTE: Guests did not attend full retreat; only morning session.

Retreat Goals

- Learn about shifts in the cable / communications technology and policy landscape.
- Develop a shared understanding of cable franchise fee and PEG/I-Net fee revenue trends.
- Refresh on the Commission's three-year roadmap of upcoming projects.
- Identify implications of the funding trends and community technology and policy shifts.
- Identify proactive steps to prepare for the future (FY2021-22 and beyond).
- Provide an opportunity for Commissioners and staff to get to know each other and strengthen working relationships.
- Revisit the Commission's operating agreements and meeting protocols.

Environmental Scan

Henry presented recent developments in the communications technology and policy landscape. Jones and Harn each gave brief perspectives on trends they are seeing and how their organizations are responding. Goodman gave an update on the Comcast's development in light of technological and business market changes

Establishing Role for Government in the Era of Broadband and Smart Cities

Mary Beth Henry highlighted several developments, including: Municipal Broadband PDX effort to study creation of a publicly owned and operated fiber network / internet utility; State Broadband Office and Oregon Universal Service Fund bills in the Oregon legislative session; Federal congressional bills about Digital Equity Act Net Neutrality and Save the Internet Act; and FCC rulemakings limiting the rights of local governments over communications companies use of the public right-of-way and other public assets.

Revenue Forecast Preview

Omelchuck handed out and reviewed financial projections through FY21-22. Key points included:

- The staff forecast is conservative and the projections are based on the current regulatory / rules environment, which could change significantly.
- A 43% decline in cable franchise fees is anticipated in Portland in the next 5 years; a 36% decline is anticipated in East County (due to less subscriber drop off).
- Portland franchise fees are in the general fund.
- In East County, 60% of franchise fees go to MetroEast's operations (Remainder goes to jurisdictions' general fund other than an allocation for the MHCRC budget).

She said the PEG/I-Net Fee financial projections are based on the current allocation model for the compliance program, capital funding for community media centers, I-Net, community technology grants, and TechSmart Initiative. The Commission has discretion over how this money is allocated (other than the compliance program, which is capped at 10%).

Refresh on the MHCRC's 3-Year Roadmap

The Commission and staff reviewed the program areas and upcoming projects contained in the meeting packet.

Future Planning and Priorities

Commissioners and staff discussed work priorities in light of changing landscape and revenue forecasts. Main discussion points included: Ensuring stakeholders are educated about what's happening and how the existing benefits are changing; Communicating with the jurisdictions about what is at stake; annual report is a good tool; Financial modeling will help the Commission assess the "forks in the road" with declining revenue; franchise renewal will influence future revenues and public benefits; Contingency planning is needed for potential drop in public benefits due to declining revenues.

Commissioners identified priorities for staff to use in financial modeling to review with the MHCRC Finance Committee for future allocations of PEG/I-Net Fee revenues (highest to lowest funding priorities through FY21-22: Retain community media centers' capital fund at current levels; fund I-Net stakeholder needs; retain compliance program staffing; fund Community Technology grants for two more fiscal years; and wrap up the TechSmart allocation in FY18-19.

Budget and Staffing Updates

Omelchuck said Scott Ellertson is leaving for a promotional position within the City of Portland. Staff will be proposing to amend the FY18-19 budget to move amounts due to vacant staff positions to be used for office physical move (\$50,000) and increased legal expenses and possible consulting services. The contingency fund will remain intact thus far.

Commissioners agree that a work session may be needed in Summer to lay out work areas for the year and identify any consultant support needed.

Appreciations

Dicile led two rounds of appreciations to thank Commissioners Goheen and Bennett, who were leaving the Commission, for their dedicated service. Studenmund acknowledged Dicile for her leadership and hard work with the re-establishment of the Office for Community as a standalone bureau in the City of Portland.

Adjourned 4:35 p.m.

Respectfully submitted:

Julie S. Omelchuck, Program Manager

STAFF REPORT – AGENDA ITEM #R1

For Commission Meeting: April 22, 2019

“Contract Amendment: Manley Consulting”

Recommendation

Staff recommends that the Commission amend its contract with Paula Manley Consulting to increase the total contract amount by \$5,000 to conclude the work related to facilitation of the MHCRC 2019 planning retreat.

Background

The Commission’s current contract with Paula Manley Consulting, in the amount of \$25,000, was intended to cover costs for the consultant to lead development of the scope of work and roadmap for the Community Technology Needs Ascertainment and to facilitate the MHCRC planning retreat in March 2019. Due to staff shortages and a previously planned extended vacation by the Program Manager, staff found that additional consulting hours were needed to complete the scope of work under the contract.

Attachment: Contract for Professional Services – Draft Fourth Amendment

Prepared By: Julie S. Omelchuck
April 17, 2019

CONTRACT FOR PROFESSIONAL SERVICES
FOURTH AMENDMENT

This is an amendment to the Contract for Professional Services (Contract) (#35001295) between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Paula Manley Consulting (Consultant) (together referred to as the “Parties”).

RECITALS

1. The Commission approved the Contract in June 2016 for a term expiring June 30, 2017.
2. The Commission amended the Contract (“First Amendment”) to extend the Contract term through, and including, June 30, 2018, and to increase the not-to-exceed Contract amount to \$25,000.
3. The Commission amended the Contract (“Second Amendment”) to revise the Contract Scope of Work and to extend the Contract term through, and including, December 31, 2018.
4. The Commission amended the Contract (“Third Amendment”) to revise the Contract Scope of Work to facilitate the Commission annual planning retreat and to extend the Contract term through, and including, June 30, 2019.
5. The Commission has concluded, and the MHCRC staff has confirmed, that additional funding is needed to complete the Contract Scope of Work.
6. The purpose of this amendment is to increase the total contract by an additional \$5,000 for Consultant to conclude services for the Commission’s 2019 planning retreat.

AGREEMENT

1. The Contract is amended to increase the total contract amount by \$5,000 to a total not to exceed amount of \$30,000.
2. All other terms of the Contract, First Amendment, Second Amendment, and Third Amendment shall remain the same.

Consultant

By: _____

Date: _____

Mt. Hood Cable Regulatory Commission:

By: _____
Leif Hansen, Chair

Approved as to Form:

Commission Legal Counsel

**MT. HOOD CABLE REGULATORY COMMISSION
CONTRACT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NUMBER:

**TITLE OF PROJECT
Community Technology Needs & Interests Ascertainment**

This Contract is between the Mt. Hood Cable Regulatory Commission ("MHCRC") and CBG Communications Inc., hereafter called Consultant. The MHCRC's Project Manager for this Contract is Julie S. Omelchuck, Program Manager, Office for Community Technology, City of Portland.

Effective Date and Duration

This Contract shall become effective on April 23, 2019. This Contract shall expire, unless otherwise terminated or extended, on March 31, 2020.

Consideration

- (a) MHCRC agrees to pay Consultant a sum not to exceed \$90,000 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): CBG Communications, Inc.

Address: _____

City of Portland Business Tax Registration Number: _____

- Citizenship: Nonresident alien ☐ Yes ☐ No
- Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
- ☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Contract.

4. Early Termination of Contract

- (a) The MHCRC may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the MHCRC.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the MHCRC terminates pursuant to 4(a) above, the MHCRC shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the MHCRC terminates pursuant to 4(b) above, the MHCRC is entitled all remedies available at law or equity. In addition, Consultant shall pay the MHCRC all damages, costs, and sums incurred by the MHCRC as a result of the breach.
- (c) If the Consultant justifiably terminates the Contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the MHCRC's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product before the date of termination becomes property of the MHCRC.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the MHCRC Project Manager. Notwithstanding approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the MHCRC shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Contract and, for a Contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the MHCRC and the City of Portland, their officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the MHCRC or the City of Portland for claims of personal injury or property damage caused by the negligence of the MHCRC or the City of Portland. This duty shall survive the expiration or termination of this Contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.
- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, Contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$1,000,000 for all claims per occurrence. In lieu of an occurrence-based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the MHCRC. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the MHCRC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the MHCRC and the City of Portland and their bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the MHCRC prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the MHCRC. The Consultant shall pay for all deductibles and premium. The MHCRC reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this Contract is the exclusive property of the MHCRC. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the MHCRC intend that such Work Product shall be deemed "work made for hire" of which the MHCRC shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the MHCRC all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the MHCRC. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Consultant-Architect grants the MHCRC an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

The Consultant must be certified prior to Contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Contract execution, that they do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the MHCRC to enforce any provision of this Contract shall not constitute a waiver by the MHCRC of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this Contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any

other jurisdiction. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

The MHCRC Project Manager is authorized to amend the terms and conditions of this Contract, provided such amendments do not increase the Contract amount or the MHCRC's financial risks. If approved, such amendments shall only be effective if in writing, and signed by duly authorized representatives of both parties. Any change in the amount or financial risks of the Contract must be approved by the MHCRC to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City of Portland employee who evaluated the proposals or authorized the award of this Contract for two years after the date the Contract was authorized without the express written permission of the City of Portland and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The MHCRC may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the MHCRC.

23. Audits

- (a) The MHCRC may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the MHCRC.

24. Electronic Signatures

The MHCRC and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the MHCRC shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall provide progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the MHCRC Project Manager, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the MHCRC Project Manager.

Subconsultants are responsible for meeting all requirements applicable to the Consultant under this contract, including compliance with all applicable federal, state, and local laws and regulations.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other MHCRC or City of Portland procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City of Portland official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains; ii) has or will participate in evaluation or management of the Contract; or iii) has or will have financial benefits in the Contract. Consultant understands that should it elect to employ any former City of Portland official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City of Portland's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City of Portland's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

On February 4, 2019, the Consultant submitted a proposal for ascertainment services in response to a Request for Proposals issued by the City of Portland on behalf of the MHCRC. A copy of the Consultant's proposal is attached to this Contract as Attachment 1. Except as otherwise specifically identified below, the deliverables and schedule for this project shall be as described in pages 8 through 15 of Attachment 1.

- Phase 1: Project Pre-Planning shall include collaborating with MHCRC staff, the community engagement contractor and others to determine research questions and topics for data collection. The Consultant shall also identify the availability of current national, state, and local data sets and other related research to use in data collection and analysis of needs.
- Phase 3: Community Technology Projections for Community Media Providers work product shall not be included in the Contractor's Scope of Work for this project.
- Phase 4: I-Net Needs Assessment shall focus on data collection to assess the needs of I-Net stakeholders but shall not include a technical assessment of the current I-Net.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Thomas Robinson	Project Manager
Richard Nielsen	Technology Assessment
Krystene Rivers	Research Associate

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Dr. Constance Book	WBE	Research & Data Analysis	\$ 9,000
Riley Research Associates		Scientific Survey	\$ 25,000
Carson Hamlin		Media Specialist	\$ 4,500

COMPENSATION

The maximum that the Consultant can be paid on this Contract is \$90,000 (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, if any. Nothing in this Contract requires the MHCRC to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The MHCRC will pay Consultant based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the MHCRC. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the MHCRC for additional payment.

If work is completed before the “not to exceed” amount is reached, the Consultant’s compensation will be based on the Consultant’s bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the MHCRC Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall be on Contractor’s letterhead, signed and dated by an authorized representative of Consultant, addressed to “MHCRC c/o City of Portland”.

The invoice shall contain the Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall approve all subconsultant invoices and note on the subconsultant invoice what they are approving as “billable” under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the MHCRC Project Manager.

The MHCRC shall pay all amounts to which no dispute exists within 30 calendar days of receipt of the invoice. Payment of any bill, however, does not preclude the MHCRC from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the MHCRC to Consultant.

ACH Payments

It is the MHCRC’s policy to pay its Consultant invoices via the City of Portland electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City of Portland’s standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City of Portland to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF CONSULTANT HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: _____ Date: _____ Entity: _____

CONSULTANT SIGNATURE:

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the MHCRC and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Contract by reference, and the STATEMENT OF THE WORK made part of this Contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

CBG Communications, Inc.

BY: _____ Date: _____

Name: _____

Title: _____

Mt. Hood Cable Regulatory Commission

By: _____ Date: _____
Leif Hansen, MHCRC Chair

Approved as to Form:

By: _____ Date: _____
Legal Counsel

ATTACHMENT 1 -- ASCERTAINMENT CONTRACT



St. Paul Office: 1597 Race Street, St. Paul, MN 55102 P/651-340-5300
Philadelphia Office: 73 Chestnut Road, Suite 203, Paoli, PA 19301 P/610-889-7470
New York Office: 522 North Maple Ave., Suite A13, Ridgewood, NJ 07450 P/201-791-0342
www.cbgcommunications.com

**Proposal to Provide a
Community Technology Needs & Interests Ascertainment
for the Mt. Hood Cable Regulatory Commission
IRFP No. 00001141**

Submitted by:

Thomas Robinson, President & CEO
Dick Nielsen, Senior Engineer
CBG Communications, Inc.

and our Team Partners

Michael Riley, APR, PRC
Riley Research Associates

Constance Book, Ph. D., President
Telecommunications Research Corporation

Carson Hamlin
Media Integration Specialist

February 4, 2019

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1. COVER LETTER

February 4, 2019

Julie S. Omelchuck, Program Manager
Office for Community Technology and the Mt. Hood Cable Regulatory Commission
City of Portland
111 SW Columbia St., Suite 600
Portland, OR 97201

RE: Intermediate Request for Proposal No. 00001141– Contractor to Perform a Community Technology Needs & Interests Ascertainment for the Mt. Hood Cable Regulatory Commission

Dear Mrs. Omelchuck:

CBG Communications, Incorporated ("CBG") and its Team Partners, Riley Research Associates, Dr. Constance Book of the Telecommunications Research Corporation and Carson Hamlin, Media Integration Specialist, appreciate the opportunity to respond to the Request for Proposal to design and conduct a thorough and realistic community needs ascertainment of current and future communications technology needs and interests for the Mt. Hood Cable Regulatory Commission ("MHCRC") and its Jurisdictions, that reflects the broad and diverse voices of the Communities throughout Multnomah County.

CBG has assembled the same successful Team that worked with the MHCRC on its 2009/2010 Community Technology Needs and Interests Ascertainment as part of the "Your Voice" initiative, to work on the 2019 project for the MHCRC. Not only do CBG and its Team Partners have a comprehensive baseline understanding of the MHCRC's broad and diverse communities and the outcomes from the 2009/2010 Ascertainment such that we can "hit the ground running", we also have additional significant and substantive knowledge and expertise gained in the past 10 years through the myriad similar projects we all have worked on since.

CBG understands that the MHCRC needs a consultant with broad experience in and expertise with: performing community needs and interest ascertainties; understanding current and future community technology needs and interests; performing a variety of different types of data collection, focusing on the public at large, and also on individual stakeholder groups and sector representatives; working with Staff and other community engagement professionals to ensure a diversity of relevant responses; using new media tools for both engagement and data collection; and analyzing a wealth of information gathered, such that it can be crystallized into realistic, attainable strategies and initiatives to assist the MHCRC in updating their understanding of their Communities' current and future communications technology needs.

CBG and its partners are the best team to perform this Community Technology Needs and Interests Ascertainment Project for the MHCRC. This is indicated by the wealth of past and present relevant, demonstrated experience and expertise and the proven and innovative methodologies that are further discussed herein. Specifically, we:

- Have worked successfully with the MHCRC, its Jurisdictions, its stakeholders and its wide range of constituencies during the 2009/2010 Community Technology Needs and Interests Ascertainment that

resulted in beneficial strategies and initiatives, as well as demonstrated community needs related to the cable franchise renewal process.

- Have broad experience and expertise with technology, broadband, cable and telecommunications-related community needs ascertainment.
- Have done extensive work with all different sizes of governments and intergovernmental agencies.
- Have years of successful experience conducting both quantitative, scientifically valid and qualitative surveys, assessments and analyses regarding a wide range of communications services and technologies.
- Provide recommendations that are data driven on technology and service needs, policies, planning, strategies and other matters.
- Have experience locally, regionally and nationwide with similar projects.
- Are "Quick on our feet", adaptable and team-oriented. CBG and its Team Partners have demonstrated that they work highly effectively with the MHCRC Staff and Jurisdictions to ensure that project objectives are met. CBG and its Team Partners also have successful experience working with local, community engagement professionals to help ensure the success of both the individual and the overall projects.
- Are project-oriented and highly responsive.

No redactions are requested related to CBG's Proposal. Based on the nature of the project, CBG requests a waiver of the Professional Liability and Errors and Omissions Insurance limits to \$1,000,000 per occurrence and an aggregate of \$1,000,000 for all claims per occurrence. Such amounts have been consistent with requirements for CBG contracts similar to the one that would cover this project. However, if a waiver cannot be provided, CBG would enhance its policy to achieve the amounts indicated on Page 7 of the IRFP.

CBG Communications Inc. is an S-Corporation, owned by Tom Robinson, its President and CEO. Mr. Robinson is authorized to represent CBG in any negotiations and is authorized to sign any contract that may result. He serves as the primary contract person and his contact information is below.

CBG is an Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified company and does not discriminate against any employee or applicant on the basis of race, religion, color, sex, marital status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income and provides benefits to their employees with domestic partners equivalent to those provided to employees with spouses.

Based on all the above and more as discussed within our Proposal, the MHCRC can be guaranteed of a highly successful project providing a comprehensive Community Technology Needs and Interest Ascertainment Report by choosing CBG.

Thank you again for the opportunity to submit this Proposal, and we hope to once again be of service!

Sincerely,



Thomas G. Robinson
President & CEO
CBG Communications, Inc.
73 Chestnut Road, Suite 203
Paoli, PA 19301
Email: robinson@cbgcommunications.com
P: (610) 889-7470 | C: (610) 909-5517 | F: (866) 611-7445
www.cbgcommunications.com
(Fed ID #:41-1992301; Portland Bus. Tax #: 662123)

2. QUALIFICATIONS AND EXPERIENCE

FIRM OVERVIEWS

CBG Communications, Inc. - CBG Communications, Inc. (CBG) since its incorporation in 2001 (and via a predecessor company since 1994) has established a national reputation in technology, cable television, broadband and telecommunications matters. CBG Communications has a proven track record of providing consulting services for public sector entities which produce effective results.

CBG Communications' primary business is providing technology, broadband, cable television and telecommunications consulting services to local and other government clients. During their professional careers, CBG Communications' principals have been involved with numerous community needs ascertainments, cable television franchise renewals, community media facilities, equipment and operations evaluations and telecommunications matters throughout the United States. They are professionals with decades of experience identifying community needs and interests, evaluating current and potential uses of technology, applications, services and infrastructure and designing community networks.

CBG Communications has extensive experience in: performing a variety of technology, cable television, broadband and telecommunications review, assessment, analysis, survey, and other project tasks; engaging and working with diverse populations; working with a variety of internal and external stakeholder groups; negotiating with industry providers; meeting and working with local elected and appointed officials and staff personnel; facilitating the activities of advisory committees (that include both public and private sector representatives); and making presentations to City and County Councils, Commissions, and Boards. CBG Communications, as the Principal Consultant and Project Manager, oversees the entire project and assures a comprehensive and timely result for our clients. Additionally, CBG and all our Team Partners are very knowledgeable about and stay current on policy and governmental issues and regulatory matters. As such, we are regarded as well-rounded experts by their peers.

CBG and our Team Partners also are steeped in the use of social media, and other new media tools to ensure the widest possible outreach to diverse communities and comprehensive data collection.

CBG is well versed in managing projects so that they are completed on time and in a cost-effective manner. CBG professionals, in each of the respective offices, will be available to provide their expertise on the Project. We will work closely with the MHCRC staff and the community engagement contractor to efficiently, effectively and successfully carry out the project.

Specifically, CBG Communications has the requisite experience in a wide range of subject areas to effectively assist the MHCRC with its needs ascertainment project. These areas include:

Community Needs Ascertainment - Multiple method surveys of subscribers and non-subscribers, review of organizational needs, in-depth interviews, facilitation of focus groups, public forums and workshops, online engagement and data collection, etc.

PEG (Public, Educational, and Governmental) Access/Community Media Analysis - Ascertainment of PEG channel/community media organization needs, including facilities, equipment, channel capacity, training and facilitation services, access group organization, content development, etc.

System Technology Review - Evaluation of the current system, analysis of upgrade scenarios and plans, review of system technological components such as QAM/IP integration and evolution, cable/streaming services integration, wireless/wireline data services integration, mobile and portable technologies, fiber to the premises and hybrid fiber coax (HFC) architectures, etc.

Institutional/Community Network Development and Evaluation - Ascertainment of community, I-Net and other network needs, organizational video, voice and data communications applications, existing and potential system architectures, audit and evaluation of current I-Net, etc.

Broadband/Internet Access Technology, Infrastructure, Services and Applications Planning and Development - Assistance with a wide range of network planning and development activities, services and applications including, broadband network feasibility and community needs assessment studies, video, voice, and data communications application review and implementation, development of public sector telecommunications infrastructure (including review and analysis of physical transport, architectures, aerial and underground construction methods and locations, etc.), wireless communications site planning and evaluation, etc.

CBG and its Team Partners are also well versed in allied areas, such as:

- Franchise Development-Related Cable Regulatory Processes
- Telecommunications Planning and Policy Development
- Telecommunications Regulatory Projects
- Master ROW Management Ordinance and Related Fee Structure Development

Riley Research Associates – Riley Research Associates a local Portland-based firm, has over three decades of experience, working with a wide variety of government, consumer and business audiences. Their work includes a long history of projects in the communications industry, including work with regulators to track cable franchise operations and consumer needs and interests.

They have conducted thousands of high-quality telephone surveys involving consumer awareness, perceptions, and experience. Their staff is skilled at planning and executing research involving consumer product and service perceptions, as well as communications programs.

Quality control is fundamental to their approach. They work in close partnership with clients and colleagues. They listen carefully to formulate clear, attainable research objectives, develop thoughtful and productive questions, carefully monitor the data collection, and provide in-depth analysis, to ensure that the research is insightful and informative.

- Riley Research Associates has been in business for 30 years and Mike Riley has been conducting consumer research for almost 40 years.
- Their organization is streamlined for efficiency. The Research Director oversees all aspects of the study. They are flat in structure to ensure that all team members are engaged from the start to the finish of the research process.
- They have a proven track record of successfully engaging minorities and other hard-to-reach audiences, including recent work for the Oregon Department of Business and Consumer Services, Department of Financial Regulation.
- Riley Research has four primary employees and additional part-timers. They also have a well-established team of vendors who provide data collection services.

Telecommunications Research Corporation - Telecommunications Research Corporation (TRC) is a woman-owned business (Woman Business Enterprise - WBE) led by Constance Book, Ph.D. The firm is an S-Corp and has been in existence since 2000. Dr. Book has worked with CBG since its inception (and with the predecessor company since 1996). Dr. Book continues to work with CBG across the country, as a lecturer in multiple cable television, broadband, internet and communication service and technology areas and has collaborated with and provided information to such noted organizations as the Pew Internet and American Life Project. More on Dr. Book can be found under Key Personnel below.

Carson Hamlin, Media Integration Specialist -- Carson Hamlin is an independent contractor who, again, has worked with CBG since its inception and with the predecessor company since 1998. Mr. Hamlin not only has participated with CBG in multiple PEG Access/Community Media Needs Assessments, but also serves in a critical role on the NATOA Programming Committee and has worked with community media centers all across the country on employment of new media tools and use of a variety of communications technologies for both outreach and content development. More on Mr. Hamlin can be found under Key Personnel below.

KEY PERSONNEL

The unique skills and qualifications of CBG's key personnel and Team Partners are set forth in the short resumes below.

CBG Communications, Inc.

Thomas (Tom) Robinson is President, CEO and owner of CBG Communications, Inc. and is based in both the Philadelphia, Pennsylvania and New York metropolitan area offices. Mr. Robinson will serve as the overall Project Manager, as well as facilitate focus groups, public forums, workshops and other public meetings, and oversee all analyses and reporting. He has worked for over 25 years with local governments all across the country on a variety of cable, broadband, telecommunications and ROW management projects, including: needs assessments; technology reviews; institutional networks; Public, Educational and Governmental (PEG)/access/community media projects; infrastructure issues; wireless networking; optical networks; telecommunications strategic planning and policy development; competitive communications system reviews; cable television franchise renewals; ROW management regulations and ordinances, regulatory agreements and other matters. He is a frequent speaker at telecommunications, local government and technical conferences. Mr. Robinson has written numerous columns for *Communications Engineering & Design (CED)* magazine.

Prior to joining CBG, Mr. Robinson was, for seven years, Director of Technology Development for River Oaks Communications Corporation, where he worked with numerous local government clients on telecommunications and cable television projects. Mr. Robinson also served as a local government official for 10 years as Chief of the Cable Regulatory Division for Fairfax County, Virginia. While there, he was involved in a host of activities related to oversight of one of the nation's largest cable systems. Prior to his work in Fairfax, Mr. Robinson was with Magnavox CATV Systems, Inc. (now part of Arris), where he worked first as a system designer and then in communications distribution technology product management. He is a member of the Society of Cable Telecommunications Engineers (SCTE) and the National Association of Telecommunications Officers and Advisors (NATOA) where he serves on the Policy and Legal (P&L) Committee. Mr. Robinson has a B.A. in Mass Communications from Towson University and an M.S. in Telecommunications from Syracuse University.

Richard (Dick) Nielsen is CBG Communications, Inc.'s Senior Engineer and is based out of the Saint Paul, Minnesota office. Mr. Nielsen works as lead technical staff for CBG and will be the lead on the Institutional Network (I-Net) Assessment portion of the project, as well as involved in review and analysis of all the technology-related aspects of the project. His work includes broadband and cable television system community and PEG needs assessments; performance audits; institutional network design, application development and performance review; video system, facilities and equipment evaluation; underground and aerial construction planning, review and analysis; telecommunications system design, application, development and review; data communication system and equipment planning; as well as review and analysis of other technical issues.

Prior to Mr. Nielsen joining CBG, he spent 19 years, in the Twin Cities Metropolitan area, with AT&T Broadband and its predecessor companies. The last four were spent as the Institutional Network Manager overseeing a wide range of activities, including construction, planning, design and maintenance of institutional networks with over 1000 miles of coaxial, HFC and fiber optic plant representing over 20 franchise areas.

For the 8 years prior to being I-Net Manager, Mr. Nielsen was the Technical Supervisor in charge of Headend, Maintenance and Service Technicians. He is a member of the SCTE, with formal education received at the Dakota County Vocational Technical College as well as through SCTE/BCTE and NCTA certifications.

Krystene Rivers is a Research Associate for CBG Communications with a diverse background in research, accounting and project planning and management. She will be involved in all research activities, survey instrument development, focus data compilation and reports. Prior to joining the firm, Mrs. Rivers worked for over 18 years in various financial and executive management positions with each career requiring a variety of diverse financial, technical and operational skills. Mrs. Rivers has worked in a variety of both large and small business environments from a partnership business to a large corporation. This experience has enabled Mrs. Rivers to contribute insight and research experience into CBG's PEG Access, needs assessment and related projects. Mrs. Rivers is currently responsible for several communications technology-oriented research projects which include the gathering of key information associated with PEG Access/Community media residential community-oriented needs assessment evaluations, sector needs ascertainment, survey research and development, data compilation and analysis and consumer issues. She is also a key component in the preparation of presentations and reports necessary for the provision of CBG's communications consulting services. Mrs. Rivers has a BA in Mathematics from Pennsylvania State University. Postgraduate course-work through Widener University.

TEAM PARTNERS/SUBCONTRACTORS

CBG's Team Partners listed below have worked with us on numerous needs and interest ascertainments and other projects.

Dr. Constance Book, PhD, (PhD, University of Georgia) is President and Owner of Telecommunications Research Corporation. Dr. Book will serve as the Lead Researcher on this project. She obtained undergraduate degrees in Mass Communications from Louisiana State University and Northwestern State University. Her doctoral studies at the University of Georgia focused on the municipal/cable relationship. She has worked extensively with CBG since the late 1990's on needs and interest ascertainments in a number of jurisdictions, including projects in the region for the Vancouver/Clark County City County Telecommunications Commission, the Metropolitan Area Communications Commission (MACC), the Mt. Hood Cable Regulatory Commission and Clackamas County.

Dr. Book is a noted researcher in the fields of cable, broadband, internet, video, community media and telecommunications. As part of the CBG Team working on the State of Missouri Broadband Plan, she compiled the largest Statewide residential internet access (over 17,000 written surveys) and communications technology-use database ever assembled according to Pew. She has conducted quantitative and qualitative assessments of cable communications, broadband and telecommunications services in large, medium and small markets across the United States.

Riley Research Associates - Michael Riley, APR, PRC is the Research Director and owner of Riley & Associates, Inc (an S-Corporation). Riley is highly involved in overall study design, as well questionnaire development, analysis, and presentations. His expertise is in quantitative and qualitative methods of public opinion polling, as well as focus groups, primary and secondary information collection and analysis. Riley is an accredited public relations research practitioner (APR), by the Public Relations Society of America, was certified by the Professional Researcher Certification (PRC), and serves on numerous Portland-area business and civic boards.

Serving also as the Project Manager for the Telephone Survey, Riley is responsible for guaranteeing the survey work proceeds smoothly, ensuring that it will meet research goals and communications objectives.

As Research Director, Michael J. (Mike) Riley is responsible for research planning and critical decision-making, in order to guarantee that each project meets the needs of the client, adheres to the parameters and objectives of the study, and stays within the timeline and budget.

Mike Riley's expertise is in both quantitative and qualitative methods of public and special audience opinion polling. Riley is adept at incorporating both primary and secondary information into the research process and analysis.

Mike is an honors graduate of Oregon State University, School of Business Administration (1981), in Marketing and Behavioral Sciences, top 10% of class and school and named to the Phi Kappa Phi and Beta Gamma Sigma Honor Societies. Postgraduate course-work was completed through Portland State University and the Burke Research Institute.

Career History: Research Assistant for OSU School of Business, 1980-81; Research Director for Image Analysis, Inc., 1981-1989; Founder and Principal, Riley Research Associates, 1989 to present.

Certifications: Past President of the Oregon Chapter of the American Marketing Association; past Boards of the Public Relations Society of America, Healthcare Communicators of Oregon, and the Rotary Club of Portland. Riley is accredited by the Public Relations Society of America (APR), has been recognized by the Marketing Research Association with a Professional Researcher Certification (PRC), and has obtained the Human Participant Protections Education for Research Certificate.

Carson Hamlin, Media Integration Specialist/Video Engineer, received his B.A. degree in Technical Communications from Colorado State University. He worked for the Hewlett Packard Company for 12 years. He is now the Media Integration Specialist and Operations Manager for the City of Fort Collins, CO where he oversees all of the technical aspects of digital video communication for the City of Fort Collins and Larimer County, CO. He is also the staff liaison between the City and all of the other PEG entities in Fort Collins. His duties include the oversight and purchase of all equipment used for both government and public access.

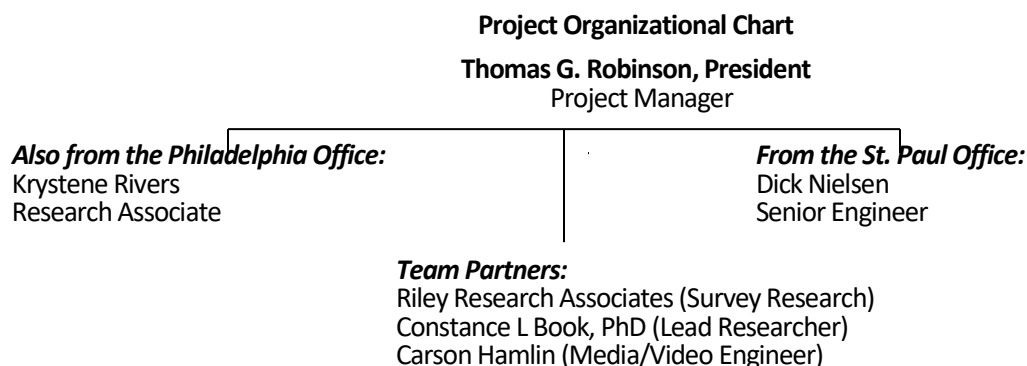
Mr. Hamlin has worked extensively as a Technical Director, editor, video and audio engineer and design engineer. His qualifications include video facility and system design, including high definition digital and HD4K transition, the evaluation and purchasing of equipment used in all types of production facilities, integration of equipment, and troubleshooting. Mr. Hamlin has participated in many NATOA conferences and on the Programming Committee, working closely with PEG Access organizations across the country. He has worked with CBG on multiple projects with many communities and intergovernmental authorities regarding the technical aspects of their PEG Access systems, facilities and equipment and capital facilities plans for their PEG Channels.

PROJECT MANAGEMENT

Project Team Structure/Internal Controls

Overall project management will be provided by Tom Robinson out of CBG Communications' Philadelphia and New York metropolitan area offices. He will also coordinate and participate in the development of workshops/ focus groups/forums meetings/interviews and surveys/questionnaires, facilitate a number of the group sessions and interviews, oversee other assessment activities, work on outreach tasks and Communities of Interest identification, present reports including findings and recommendations and work on and provide overall guidance and support throughout the community technology needs ascertainment proceedings. Project support will be provided by Dick Nielsen of CBG Communications' Saint Paul office and Krystene Rivers, Research Associate. Mr. Nielsen will also assist with all technical aspects of the ascertainment process. Dr. Constance Book will work closely with Riley Research Associates and CBG on the survey performance and data compilation portion of the community needs ascertainment, analyze all the results of the ascertainment activities and help draft the report. Carson Hamlin will lead the community media communications technology technical ascertainment.

As the overall project manager, Mr. Robinson will ensure that the team is properly structured and all necessary internal controls are in place to ensure the successful performance of all the project tasks in a manner that efficiently, comprehensively, and effectively meets the MHCRC's goals and objectives.



SIMILAR PROJECTS AND REFERENCES

CBG Communications, Inc. - Highlighted below are just some of CBG's work concerning needs ascertainments and assessments, survey work, review, analysis, planning and development, communications, service and technology reviews, cable television franchise renewals, PEG Access/Community Media, and other related projects (the projects below also included Dr. Book and Carson Hamlin as Team Partners):

Philadelphia, Pennsylvania: CBG continues to perform ongoing work concerning franchise oversight issues concerning Verizon and Comcast, Public, Educational and Governmental (PEG) Access, video production and distribution system implementation and the development of wide-ranging ROW Management policies, procedures and regulations. CBG also recently completed a Verizon (FiOS) system deployment verification project which resulted in a Settlement Agreement with Verizon to cure non-compliance with Verizon's buildout obligations. Prior to that, CBG completed assistance with development of a comprehensive renewed franchise for the City with Comcast in the company's home location. As part of this, CBG completed a multi-method, multi-faceted cable, broadband and communications technology related residential (including many diverse populations) and I-Net needs assessment and franchise fee audit. This included multiple organizational interviews and focus groups, telephone, online and written surveys, public forums and voluminous data compilation and analysis. Another important portion of the project was a comprehensive PEG

Access/Community Media Needs Assessment, encompassing Higher Educational Access for Temple University, Drexel University, La Salle University and the Community College of Philadelphia, City Government Access, Philadelphia Public Schools Access, and the public/community access organization PhillyCAM. Prior to this, CBG helped evaluate the viability of Temple University's PEG Access channel facilities, equipment, operations and signal transport. A technical audit and review of Comcast's facilities including the distribution system up to and including drops to homes and buildings in the City was also performed. CBG made projections, based on the findings at 250 randomly chosen addresses throughout the City, of more than 250,000 safety code violations in the City of Philadelphia. The renewed franchise includes an 18-month citywide physical plant remediation program and system certification requiring Comcast to essentially rebuild every subscriber service connection in the City. Prior to this, CBG developed comprehensive revisions to the ROW Management fee structure, including an Annual Fee per provider that includes permitting and ongoing management components, as well as a street degradation fee; also developed a master ROW ordinance, now in place in the Philadelphia Code. Work to-date also includes a detailed study of infrastructure placed by numerous telecommunications and other utility providers and negotiations on ROW Use terms and conditions with multiple providers.

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Clackamas County, Oregon: CBG provides ongoing assistance to the County on a wide range of cable-related issues. This includes assistance with PEG Access issues, and technical audit services, as well as providing the County with all PEG and technical language in its franchises and participating in multiple negotiations with the providers. CBG has also completed multiple Community Needs Ascertainments for Clackamas County, including cable-related needs assessments concerning the County's Comcast, Frontier and Wave (Radiate) franchises. As part of these ascertainments, CBG reviewed the production, post-production and video transport environments of Clackamas Community College, North Clackamas and other school districts, Willamette Falls Community Access and the County's Government Channel, including assessing and making recommendations on migration to a high definition production environment. These portions of our project also included assessments through myriad surveys and focus groups to better understand general residential community needs as well as needs as they relate to PEG Access. CBG then made recommendations to the County on what improvements or changes are needed to better serve the general public regarding access operations and programming within the County and cable TV service as a whole. Ongoing work currently involves support to the County related to system technical evaluations, needs assessments and reviewing the County's cable operators' compliance with requirements under the franchises. This also included assessment of compliance with FCC technical standards and requirements as well as compliance with NEC and NESC codes.

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Charles County, Maryland: Completed work performing a broad-based community needs assessment, including PEG Access and I-Net review, a technical audit, and Franchise Fee review. Now assisting the County in negotiations on a renewed Comcast franchise. Prior to this, completed work involving the provision of consulting services related to technical support for the County in its Franchise development and negotiations with Verizon FIOS and the current Comcast franchise especially related to Public, Educational and Governmental ("PEG") Access, Institutional Network and cable system facilities equipment architecture and performance requirements. As part of this, CBG performed an extensive review of design, construction, installation, labor, and materials needed to develop the Charles County dark fiber I-Net serving a countywide school district and multiple government agencies, including a detailed cost analysis. This helped ensure that no more than reimbursable costs (including the cost of debt financing) were allocated for pass-through to subscribers. Work involved a Cable-related Needs Assessment incorporating a PEG Access and I-Net Needs Assessment study, including extensive organizational surveys of and focused discussions with K-12, higher education, governmental, non-profit and business entities, a residential community survey, a technical review, PEG Access and I-Net architectural and equipment review and workshops. The project also included a technical review that provided a description of the cable system currently in place, a description of the planned system upgrade, and recommendations for comprehensive cable system technical elements and provisions, in addition to I-Net and PEG Access, to be incorporated in a cable franchise.

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Norfolk, Virginia: CBG completed assistance to the City with an institutional network needs assessment, government access facilities and equipment assessment and comprehensive residential and institutional broadband needs assessment. This has included a review of institutional network infrastructure and services and plans and projections for the future, as well as supporting negotiations with Cox on I-Net development and costs. This also has included a telephone-based business broadband needs survey. The data from the survey was analyzed and a report on broadband needs, including communications service and technology needs,

was generated for the City. CBG's research is now helping the City determine how Norfolk's fiber optic backbone network can be leveraged to expand broadband capacity and accessibility in the City.

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State of Missouri, Office of Administration/University of Missouri, Jefferson City, Missouri: CBG assisted the State in its Broadband Data Development, Mapping and Planning Project, under the National Telecommunications and Information Administration's (NTIA's) federally sponsored State Broadband Data Development (SBDD) grant program. CBG assisted the State by performing field verification tasks and in the development of multiple, regional community technology plans to help spur increases in broadband service access, availability and adoption throughout the entire State.

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Howard County, Maryland

Ongoing work with the County on a cable-related community needs and interests ascertainment related to the franchise renewal process with Comcast and Verizon. Work includes a telephone based residential community subscriber and nonsubscriber survey established to be statistically valid for Comcast subscribers, Verizon subscribers and nonsubscribers to cable service. Work also includes comprehensive public, educational and governmental access needs assessment, including interviews, focus groups, onsite reviews and facilities and equipment, and focus on a diversity of community stakeholder and organizational sectors. CBG is also performing a random sample, system technical audit of both the Comcast and Verizon physical, electronic and optical infrastructure, which we use to project the nature and number of technical issues system wide for both companies.

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CBG has also, in the last 5 years, completed numerous other projects that variously included Residential Community Needs Assessments, PEG Access/Community Media Needs Assessments, Institutional Network Review and Needs Assessments, Communications Technology and System Technology Reviews and many other tasks for: multiple Minneapolis/St. Paul Metropolitan Area communities; the City of Virginia Beach, Virginia; the Cities of Rye and Amsterdam, New York; Radnor and Bristol Township, Pennsylvania; the Center Area Cable Consortium (State College, Pennsylvania); Wicomico County, Somerset County, Queen Anne's County and Frederick County, Maryland; Fort Collins, Colorado; Federal Way, Washington; and others. These projects are not fully detailed here, but more detail can be provided upon request.

As indicated earlier, CBG has also worked successfully in the past with the MHCRC on various projects, as described below:

Mount Hood Cable Regulatory Commission (MHCRC), (Portland, Oregon Metropolitan Area Communities): Completed work on the comprehensive 2009/2010 Communications Technology Needs and Interests Ascertainment as part of the "Your Voice" initiative. Prior to this, completed work involving certification of a new Access programming and transport system provided by Comcast. Also, completed work involving development of an Interconnect between Portland Metropolitan area I-Nets. Prior to this, completed a review and franchise-related negotiations concerning development of a new digital, fiber optic based Access programming transport system between live origination sites, Comcast hubs, the Comcast master headend, and two (2) regional Public Access Centers.

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**Additional references and project examples can be provided upon request.*

Riley Research Associates

Mount Hood Cable Regulatory Commission: Riley Research conducted the scientific subscriber and non-subscriber consumer survey as part of the 2009/2010 communications technology needs ascertainment process for the Mount Hood Cable Regulatory Commission (MHCRC).

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Clackamas County, Oregon – CBX Expansion: Riley Research conducted a survey of cable subscribers and non-subscribers in December 2018, within a targeted rural area in eastern Clackamas County. The survey assessed the availability of broad band internet, reasons for having (or not having) cable service as well as satisfaction with various aspects of the service and interest in expanded high-speed broadband services.

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Oregon DCBS - Department of Financial Regulation: Riley Research Associates conducted 2017 and 2018 benchmark consumer surveys **targeting under-represented and hard-to-reach consumers**, regarding their knowledge and use of financial services. The goals of the research were to gain insight into the following: Financial services used and satisfaction with services; Insurance services used and satisfaction with services; Consumer knowledge of where to turn when problems arise; and Consumer awareness and experience with fraud and identity theft.

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ENSURING DIVERSE REPRESENTATION AND SUCCESSFUL USE OF NEW MEDIA TOOLS

The final part of this section of our proposal is devoted to describing, in part (evidence related to the below can be found throughout our proposal) the following as in the IRFP:

- Proven track record of ensuring representation of diverse populations, including hard to reach groups, and data collection to ensure a representative sample; and,
- Successful use of new media tools for outreach, education, evaluation or documentation of projects.

CBG Communications has worked in a number of communities that are rich with diversity in language, ethnicity and other demographic characteristics. Because one of the hallmarks of cable television and other communications technologies is their ability to be hyper-local, they have the ability to provide access to, as well as showcase and distribute content of, groups that are traditionally overlooked by mainstream media. The needs of these community members are an essential component of any successful communications technology needs assessment. CBG Communications has worked specifically with many diverse groups in a variety of areas across the United States.

CBG Communications has also conducted surveys in multiple languages, using multiple methods (written, online and telephone). These have proved highly effective in reaching the desired groups being studied. Further, CBG has found that traditionally underrepresented communities, as well as young adults, have a high percentage of cell phone use in the home rather than landline use. CBG and Riley Research Associates will work together to ensure that the cell phone-only population is well represented in the telephone survey. As further explained below, Riley Research Associates also has Spanish language interviewers to assist in accurately and successfully surveying those that only speak Spanish in the home.

CBG and its Team Partners have longed worked effectively as part of a larger team (including client's staff and other project contractors), to continue to expand the reach of the data collection of the attitudes, opinions, needs and interests of diverse populations. In this project, CBG will work seamlessly with the MHCRC and its local community engagement contractor to ensure that all such engagement and data collection efforts are moving forward in an effective manner in order to ensure that no pertinent population is left out of the process.

CBG Communications has an established history of leveraging new and innovative tools of discovery to inform the development of communications technology policy initiatives and critical franchise agreements provisions. Over the last decade, CBG has provided clients with the latest in survey methodology and leveraged social media and other digital media platforms to enhance access to pertinent surveys, as well as data analysis. For example, recently in Virginia Beach, Virginia where CBG conducted a robust needs assessment, the data pulled from a survey of cell phone and landline residents regarding their decision to subscribe or not to subscribe to cable television, along with their perceived attitudes about the service, was combined with sophisticated GPS tools to geo-code the resident's experience with cable. This mapping exercise illustrated new understandings about the competitive cable television environment and identified areas of the city where residents reported weaker customer service experiences.

CBG has also used digital town halls to gather data and map that data for elected officials to have a sense of what was happening in their own districts related to cable television. Webstreaming and electronic feedback mechanisms have allowed remote access to focus groups and town halls. Additionally, CBG and its Team Partners have used tools like Survey Monkey and Tableau to further analyze qualitative data, gathering transcripts of open-ended responses to visualize that feedback for its clients and to use machine

learning to further understand and illustrate how data is connected. These new tools have been particularly helpful in engaging younger cable television subscribers, younger broadband internet users and viewers of public, education and government resources and providing easy to understand and use visuals for decision-making.

Regarding social media, it will be important to leverage at a minimum the four largest social media platforms - Facebook, YouTube, Twitter, and Instagram for outreach, engagement, and data collection. For example, large public meetings or sector groups can be streamed through Facebook Live in order to ensure that information is provided, and then received back through Facebook Posts or other means by those unable to attend in person. A variety of outreach information can be posted on YouTube so that it has “evergreen” status and can continue to drive engagement. Additionally, a Twitter feed can be developed, tweets put out at key junctures and then invitation to followers to provide information. Additionally, there are new methodologies such as Next Door, that are becoming more widely used because they are able to pinpoint neighborhoods, such as underserved areas, more specifically and conduct micro polling.

Also, a variety of apps are now available including Voting apps that are becoming more popular and very easy to use. These would enable CBG and MHCRC staff to conduct live voting and display the results real time for reaction by participants.

There are number of others that can be utilized as well. All of this can be discussed and embodied in the work plan during the project planning phase of the ascertainment.

Additional information regarding these subject areas can also be found in the next *Section 3. Project Approach*.

3. Project Approach

ASCERTAINMENT PROCESS OVERVIEW

CBG and its Team Partners are well versed in providing the needs and interests ascertainment services required by the MHCRC. Discussed below is the process that CBG will follow to work with MHCRC to design and implement the ascertainment process as well as the associated ascertainment tasks that would be performed, to ensure that the MHCRC’s needs are met through updated communications and community technology planning, program initiatives, policy development and capital investments, as well as in renewed cable franchises.

PHASE 1

Project Pre-Planning

CBG would begin by working with MHCRC staff and the local community engagement contractor as needed to plan, design and develop a full project implementation plan. This would include identifying initial Communities of Interest, involving both MHCRC stakeholders and sector stakeholders to further establish the number and nature of Workshops, Forums, Focus Groups and Interviews that would be needed to successfully complete the ascertainment process. This would lead to the development of specific agendas for these groups and associated discussions materials. The agendas typically focus on the nature and number of topics suited to the type of groups (whether it’s a workshop for a wider community organization cross-section, or a specific focus group focused on educational interests, for example) and the time set aside for the groups (the agenda would be sized so that the topics can be discussed in the time allotted). The agendas typically focus on key questions, transitions to additional questions, follow-ups and then wrap-up and “insurance” questions at the end to ensure that the facilitator has accurately recorded the views of the groups. CBG would prepare draft agendas for review and input from the MHCRC staff before conducting each group. Also, as more fully described below, various survey instruments, including a comprehensive range of topic areas and questions, will also be developed in conjunction with the MHCRC.

Outreach and Promoting Ascertainment Activity Awareness

Specifically, regarding information on communications technology, cable television and the ascertainment process as a whole, the following approaches can be taken:

Establishing a Brand for the Ascertainment - Much like the MHCRC established “Your Voice”, at the outset of the prior Community Technology Needs and Interest Ascertainment, a brand should be established again and promoted through the means below and included in all promotional materials. CBG will work MHCRC staff and the community engagement contractor to developed branding concepts and implement the final brand determined.

App Development – All demographics regularly utilize smartphones and are not only are highly familiar with the use of apps, but also express preference for using them over other means of access to content. CBG and its Team Partners will work with MHCRC staff to determine how a branded app for the Ascertainment could be developed, implemented, promoted, and its use evaluated throughout the project.

Social Networking Use - CBG will work with the MHCRC to use social media networks such as Facebook, including Facebook Live, Twitter and others to provide outreach concerning the ascertainment process and activities, as well as opportunities for providing input about communications technology and cable service needs.

Podcasts – Podcasts can be used effectively to both promote the Ascertainment, as well as engage different sectors and the general public in the process to provide feedback.

Texts – A number can be established to receive texts, to receive coincidental feedback (for example, during a public forum), as well as to disseminate short surveys and receive feedback on particular topics. In this instance, a broadcast cellphone number list can be developed for either targeted populations (such as representatives of a particular sector), or widespread distribution.

Public Service Announcements (PSAs) – CBG can work with MHCRC staff, PCM and MECM to develop public service announcements that will provide outreach to the community-at-large about the ascertainment process and activities. The PSAs for the community-at-large would be designed so that they could be cross-promoted on all of the various Access channels and advertised on commercial channels, depending on MHCRC's budget.

Web Announcements – Similar to the PSA information designed for the Access and commercial channels, information about the ascertainment process and activities can be provided over the websites of the MHCRC and its members, various PEG Access channel providers and allied organizations. These announcements to promote the meetings can be simple text-based or can include graphics, flash video and video clips from the video PSAs as needed.

Newsletters – To the extent that organizational Communities of Interest publish newsletters (print or digital), promotional materials can be placed in the newsletters to focus on the meetings for participation by that particular Community of Interest, or to the general community-at-large, as applicable.

News Releases – A print or digital news release about the ascertainment, including available opportunities for input can also be developed and sent to both commercial and non-profit media outlets for publication. CBG would work with the MHCRC staff to develop a news release that is consistent with its requirements for such releases.

Feature Story in Newspapers – If the news release is sent to the Features Editor, or the department that focuses on communications, technology and other associated issues, it can spur interest in the development of feature story. CBG would work with the MHCRC staff again to determine the appropriate personnel that the news release should be sent to, in order to spur the development of a feature story on the ascertainment and the importance of participation.

PHASE 2

Scientifically Valid Subscriber/Non-Subscriber Survey

Telephone Survey – Despite innovations and changes in sampling techniques, we have found that scientific telephone surveys continue to provide the best information on residential attitudes, opinions, needs and interests. Riley Research will work with the team to define the ideal sample of residents within the MHCRC jurisdiction. We anticipate completed interviews with 400 cable subscribers and 300 non-subscribers (700 total). Based on the dominance of Comcast within the jurisdiction (estimated at some 154,000 customers), we recommend a quota of 300 Comcast subscribers, along with 100 subscribers of Frontier or Reliance Connect.

This sample size will provide a sampling precision of plus or minus 4.9% in 95 out of 100 cases (95% confidence level) for the subscriber population and plus or minus 5.7% (95% confidence level) for both the Comcast segment and the non-subscriber population. The combined population (700 completed interviews) will have a margin of error of +/-3.7%.

Riley Research Associates will develop the sample to reflect the geographic and demographic diversity of the MHCRC jurisdiction. The sample will be developed by Riley Research Associates using the most viable and productive methods available.

Survey Instrument Design – Riley Research, Dr. Book and CBG will work with the MHCRC team to develop a survey instrument that replicates the key benchmark questions from the 2009 survey while addressing new issues as well. A variety of types of questions will be included, including rating scales, multiple choice, and issue questions with unprompted answer choices.

To ensure broad participation and thoughtful responses, we recommend the survey be limited to no more than 12 minutes (including demographics) for the subscriber survey and no more than seven minutes for the non-subscriber survey version.

In today's survey environment, questionnaires longer than 12 minutes dramatically reduce participation and can also result in survey fatigue, characterized by high dropout rates and less-than-thoughtful responses to questions. The key questions we recommend maintaining for this benchmark survey include:

- Satisfaction levels with cable service providers
 - Picture and audio quality
 - Customer service response
 - Outage and service response
- Access to Communications Technology
- Uses of Communications Technology and the Internet
- Cost

- Access to high-speed broadband, including type of connection, cost and satisfaction
- Access to, and perceptions of Public, Educational and Governmental (PEG)/Community Media programming and other desired community-oriented content
- Other issues to be determined through discussions with the MHCRC staff

Sample Development: A number of demographic questions will be included to monitor sample characteristics, such as the age of the respondent, the presence of children in the household, ethnicity, education levels and gender. These items are important for making sure the survey reaches key audiences, while also representing a broad cross-section of the public. Demographic crosstabs are also useful in the analysis phase of the project.

We will develop high-quality phone samples, geographically targeted to the area of interest. Our telephone survey will utilize both landlines and cell phones, which are critical for ensuring a demographically representative sample. The questionnaire will be available in both English and Spanish. Respondents who prefer Spanish will be transferred to a Spanish speaking interviewer.

Under-represented and difficult-to-reach audiences, such as minority groups, seniors, and young people will be targeted through a variety of techniques, including geo-targeting and specialized consumer panels.

Survey Performance: Based on redeveloping the 2010 survey, we anticipate a two-week process for questionnaire development. Telephone interviews will take about three weeks, then data processing, analysis, and reporting will take roughly three weeks, for approximately eight weeks overall.

Follow-on Residential Online Survey

The Residential Online survey would be a companion instrument structured similarly to the telephone-based instrument, using resources such as SurveyMonkey and other means described in the Proposal to host and post the survey, promote the survey and gather responses for analysis. Opportunities can also be developed to link to the Online survey from other allied organizations (such as PEG Access/Community Media Channel providers).

Specifically, CBG will work with the MHCRC staff and other appropriate personnel as determined by the staff to post and conduct the Online survey and gather and analyze all pertinent responses. A full promotional campaign will be developed and implemented to influence and encourage web-users to participate in the survey. The components of this campaign are further detailed in other sections of this Proposal.

Town Hall Style Online Public Forum

CBG will work with the MHCRC to establish, lead and analyze a “town hall” style public on-line forum, which will give the general public (both cable subscribers/non-subscribers) another opportunity to participate in the information gathering process. The topics covered in the forum will be designed to determine the communications technology and cable-related attitudes, needs and interests of the participants, and will be similar to those in the surveys. These findings will then be incorporated into the overall analysis.

PHASE 3

Sector Stakeholder Access to And Use Of Communications Technology

CBG will also gather information concerning community and other organizational stakeholder access to and use of communications technology through a variety of methods, including interviews and potentially workshops and focused discussions and groups with key sector, organizational and community stakeholders and leaders. The sector stakeholder groups and representatives would be determined by working with the MHCRC and the local community engagement contractor. Another significant methodology that will be employed is an organizational communications technology use, needs and interest questionnaire, as follows.

Questionnaire – Specifically regarding web-based questionnaires, CBG and Dr. Book will work with the MHCRC to utilize the MHCRC’s web site and the web sites of allied entities to provide access to the questionnaire, promotion of the questionnaire, and submittal of the information. Typically, embedded links to survey information gathering services such as SurveyMonkey are provided on the home or key sub-pages. The responses would then be imported into SPSS (Statistical Program for the Social Sciences) to analyze the data in a variety of useful ways (such as ANOVA [Analysis of Variance], which shows which responses are significantly related to each other. For example, overall satisfaction with cable service or other communications technologies can be evaluated against a variety of other variables to see which ones contribute most to the overall satisfaction with current or projected services, or technologies).

CBG and Dr. Book, will develop a questionnaire format, which will be used to gather information online or over the telephone and in-person if needed. The format will be determined in consultation with MHCRC staff and the community engagement contractor as needed, and include both broad questions across groups as well as some questions tailored to address the needs and interests of the respondent (be it an educational institution, healthcare organization, government agency, community group, non-profit, business or other entity). CBG will prepare a comprehensive, yet concise questionnaire that focuses on the topics discussed below. Such an instrument can be used where a significant amount of information can be obtained efficiently in a self-administered form,

and any necessary clarification obtained through telephone follow-up. CBG has employed such instruments successfully in a number of needs ascertainments to elicit a wealth of useful information in a timely manner.

Examples of questionnaire topics include: current and planned use of internet, cable, and other communications technology and services; applications utilized and desired via these platforms and technologies (video, social networking, etc.) provision of internal and external services; facilities, equipment, and capacity needs; relationships between different community components (business and government, educational and non-profit, etc.); and many other topics.

As needed, **focus groups and workshops can also be developed** to capture the same types of information. Focus groups and workshops are especially useful where interaction between participants can help spur consensus and visioning for the future.

Community Media (Public, Education and Government [PEG] Access) Use of, and Provision of Access to Communications Technology:

Regarding both individual and organizational access to and use of communications technology, CBG understands that another critical component of the community communications technology needs ascertainment process is to review community media (PEG Access) facility and equipment utilization and service use. Information will be gathered via on-site review, analysis, and interviews, surveys, focus groups with staff and a workshop with community media producers. Overall, in working with the existing community media providers and other pertinent constituent Communities, we will assist the MHCRC in determining a wide range of future PEG Access needs and interests related to communications technology.

This type of assessment will then help the MHCRC decide what terms and conditions are needed in a renewed cable franchise, or through community technology policy development and program implementation initiatives, that can help expand outreach for individuals, community organizations and governmental and educational entities through development of new and continued enhancement of existing, PEG Access communications opportunities.

Carson Hamlin and Tom Robinson of CBG will lead this effort, and would perform the following information gathering, review and analysis tasks as part of the overall work plan:

Background Information Review – This would entail meeting with current and potential Access providers such as Portland Community Media (PCM) and MetroEast Community Media (MetroEast) and a tour and analysis of the currently available production facilities. CBG will also review and analyze the information which the MHCRC and affected parties have already gathered about community media facilities, services and technology needs.

User Profile Development – CBG would develop a profile of the current and expected future user population, through information gleaned from the detailed background information review and a variety of other techniques, including:

- **A questionnaire provided to users and potential users to assess current and potential utilization of community media facilities as well as user patterns and attitudes** – As part of its overall questionnaire/survey work, CBG will gather information from current and potential Access Channel providers and facility and equipment users. The target audience includes those who would be most involved in the development, production and dissemination of PEG Access programming and other content and the related use of communications technology. Additionally, input would be sought from potential providers of Access programming.

CBG will work with the MHCRC and the community engagement contractor, to develop an instrument that will provide an accurate reflection of Access service, technology and facility needs, provider and client profiles and attitudes towards Access provision of communications technology.

- **Workshops with and focus groups of current and projected Access providers and users** – CBG will work with the MHCRC and the Access organizations to establish the best representation of diverse current and potential Educational, Governmental, and Public/Community Access television and multimedia content producers, clients, users and channel administrators in workshop or focus group formats to ensure that there is a broad expression of opinion, meaningful dialogue and information gathering that is highly pertinent to the project requirements.

Community Technology Projections for Community Media Providers - The work product arising out of this part of Phase 3 will be detailed projections of communications technology required over the next 10 years to meet the needs of community media providers and their facility, equipment and channel users.

PHASE 4

Assessment of MHCRC Stakeholder Communications Technology Needs And Interests

CBG understands that the MHCRC needs to determine the communications technology and cable-related attitudes, needs and interests of its member Jurisdictions as well as other stakeholders such as I-Net users (discussed further below) and community grant recipients. Obtaining clear and comprehensive input from all necessary representative constituencies is critical to the success of the ascertainment effort and the validity and utility of the resulting information and recommendations. Those surveyed typically

include key decision-makers, staff with communications technology knowledge or related responsibilities and other pertinent respondents.

Survey Instrument Design and Implementation - Similar to that for Sector stakeholders, CBG will develop a survey instrument/questionnaire, which will be used to gather a wealth of information in a thorough, yet concise fashion through in-person interviews, on-line or over the telephone. Specific web links to survey information gathering services such as SurveyMonkey can be utilized to create a high degree of accessibility, ease of use by the respondent and facilitate multi-level analysis of the data received.

The survey format will be determined in consultation with MHCRC staff and include both broad questions across stakeholder type as well as, questions tailored to address the needs and interests of the particular respondent. Examples of questionnaire topics include: current and planned use of communications technology; provision of internal and external services; impact of communications technology on their operations and the community at large; relationships between different Jurisdiction components and their communications technology-related needs; and many other topics.

Survey Analysis – CBG and Dr. Book will then take the results of the information gathering, perform results tabulation and conduct a findings analysis similar to the analysis described above for the sector stakeholders. The findings analysis will then be incorporated into the overall Needs Ascertainment Report.

I-Net Needs Assessment

CBG well understands the workings of the Institutional Network (I-Net) serving Stakeholders from more than 20 public agencies with over 270 facilities throughout Multnomah County and MHCRC Jurisdictions including governmental, educational, community institutions and Access origination sites. CBG will utilize our extensive experience and history related to the MHCRC i-Net, I-Nets across the country and in the Portland Metropolitan area, to ascertain the current functionality, capacity and reliability of the network based on multi-faceted research including specifically:

I-Net Workgroup - CBG will first hold a workgroup-like meeting that will include representation of all organizations currently utilizing the I-Net. The goal of this workgroup will be to determine the I-Net Users' current and future needs and interests to ensure that the I-Net is meeting, and will continue to meet, the needs of all Users. CBG will encourage the workgroup to discuss the overall performance of the I-Net, performance levels at specific sites, the documented and perceived levels of satisfaction with the network, as well as identify potential enhancements needed. A determination will be made as to whether these concerns have been addressed and how well Comcast has continued to respond to User issues.

CBG will specifically discuss with the group their satisfaction level related to the performance of the network including issues related to Comcast, such as network reliability and response times when issues arise, as well as issues that may be related to the Portland Communications Networking division (ComNet) or Portland's Integrated Regional Network Enterprise (IRNE). Issues explored will include available versus needed bandwidth, issues with Bit Error Rate (BER), latency, etc.

Questionnaire - Another significant methodology that will be employed is a web-based I-Net needs and interest questionnaire. CBG will develop a questionnaire format, which will be used to gather information via the web. The format will be determined in consultation with MHCRC staff and include both broad questions across groups as well as some questions tailored to address the needs and interests of the specific respondent. CBG will prepare a comprehensive, yet concise questionnaire that focuses on the topics discussed below. Such an instrument can be used where a significant amount of information can be obtained efficiently in a self-administered form, and any necessary clarification obtained through telephone follow-up. CBG has employed such instruments successfully in a number of needs assessments to elicit a wealth of useful information in a timely manner.

Examples of questionnaire topics include: current and planned use of Ethernet, IP, and other communications technology and services; applications utilized and desired via these platforms and technologies (high-speed data, video conferencing, social networking and real time applications, telephone, etc.) provision of internal and external services; facilities, equipment, and capacity needs; existing network connectivity and cost; and many other topics.

CBG will determine the networking needs that exist today and are projected for the future within member communities and how the I-Net may be utilized and potentially expanded as well as defining upgrades that may be needed in the near-term and long-term timeframes to fulfill these needs.

Written Report - CBG will develop a section in the final report that indicates all findings from the above evaluation processes and that thoroughly assesses the current condition of the network as identified by the users. We would then make recommendations, where necessary, for expansion or upgrades to the I-Net to meet the future requirements of the users. We will work with the MHCRC to take the I-Net evaluation findings and turn them into realistic requirements, objectives and strategies with respect to the franchise renewal process.

PHASE 5

Overview of Data Analysis and Compilation

Structure of the Report - Through all the activities described above, CBG and its Team Partners will amass a tremendous amount of pertinent data that will be initially compiled, categorized, and analyzed and then arranged by residential community, diverse

populations, MHCRC stakeholder, sector stakeholder, applicability to various types of communications technology access, adoption, use and application and by demonstrated cable-related subject areas, needs and interests.

At that point, CBG will work with MHCRC staff to determine the best way of presenting the data in both a report and in a summary presentation format. Once the format and presentation style is finalized, CBG will move forward to develop the report and presentation as described below.

Final Written Report and Presentation to the MHCRC

CBG and its Team Partners will take all the information gathered, reviewed, compiled and analyzed, and categorize and arranged it based on the report format developed, to identify the communications technology and cable-related needs that are being demonstrated by the various Communities of Interest in the MHCRC's Communities. CBG and its Team Partners will then look at ways that Comcast and the other cable providers can meet the demonstrated needs in a renewed franchise and the policy initiatives that the MHCRC could take to help advance communications technology availability, access, adoption and use for all of its constituencies. CBG would include all the component findings and reports into the Final Written Needs Ascertainment Report. The report will include an executive summary and include verifiable support for all findings, conclusions and recommendations. The report will include a detailed description of methodologies and analysis employed and supporting tables, charts and graphs. All of the findings will be summarized for inclusion in the Report with recommendations for initiatives, improvements, enhancements, expansions and upgrades to meet both the current and future needs and interests demonstrated.

CBG's Report can be presented to the MHCRC in conjunction with MHCRC staff. The final report will incorporate input from MHCRC staff and the identified Communities of Interest. The report will be thorough and concise. It will provide a well-supported needs ascertainment foundation to be utilized effectively in for both communications technology policy initiatives and in cable franchise renewal negotiations.

4. CORPORATE RESPONSIBILITY

State of Oregon Certification – CBG is registered to do business in the State of Oregon but is not certified as a DBE, MBE, WBE, or ESB.

Disadvantaged, Minority, Women and Emerging Small Business Subcontracting – CBG has completed the PTE Participation Disclosure Statement (Form 1) indicating that Dr. Constance Book of Telecommunications Research Corporation (WBE) will be participating in the proposed project for a goal of 10%. Dr. Constance Book is certified as a WBE in North Carolina and has reciprocated certification in the City of Philadelphia. If selected, Dr. Book would move to obtain certification in the State of Oregon.

Workforce Diversity and Community Involvement – CBG's current work force is 33% women. CBG's salaried employees are all provided full benefits that meet or exceed those required by Law. CBG also strives to ensure a diversified workforce in its choice of subcontractors and provides extensive training through annual conferences, webinars, seminars and workshops provided by NATOA, SCTE and others throughout the country. CBG and its employees perform outreach to their local communities through participation in local association meetings, donating to local and regional charities and a volunteering in community events and initiatives. For example, Riley Research Associates employs, a substantial number of women and minorities. Their main office staff includes one man and three women. Their analyst is Anindita Mukerjee, a PhD candidate from India. Their office manager is Liz Spitzer, and their financial officer is Linda Riley.

Sustainable Business Practices – CBG strives to ensure green practices throughout its organization and in its requirements for subcontractors including the use of recycled paper and other materials, digital storage of documents and materials, an office recycling program, and a limited records retention program. These green practices were initially implemented in 2001 and continue to be expanded upon as technology related to green practices evolves. We do not have a sustainable business certification.

5. PROPOSED COST

The following outline identifies cost estimates for the community technology needs and interests ascertainment. The cost estimates are based upon the timeline and Scope of Services set forth in this Proposal.

Phase	Tasks	Staff/Task Hrs	Staff Cost	Timeline
1	Project Planning – Discussions with MHCRC staff and the Community Engagement Contractor, Communities of Interest identification and categorization, final process design, detailed implementation plan development, background review, review of national and local literature, review of and incorporation of best practices and similar tasks.	TR-10 DN-6 KR-4 CB-4 CH-6 RR-Flat Rate	\$1,750 \$1,050 \$200 \$600 \$750 See Below	Month 1

Phase	Tasks	Staff/Task Hrs	Staff Cost	Timeline
	Outreach/Promotional Activities – Outreach/branding plan design, outreach activity development and implementation, feedback analysis.	TR-12 KR-9 CB-8	\$2,100 \$450 \$1,200	Month 1
	Subtotal Phase 1	59	\$8,100	
2	Subscriber/Non-subscriber Telephone Survey – Survey instrument design, survey implementation, analysis and reporting. The cost is based on a 12-minute questionnaire. While we do not recommend increasing the length, if additional questions are deemed necessary, we estimate that each additional minute will add \$1,500 to the cost of the survey.	TR-12 KR-70 CB-6 RR-Flat Rate	\$2,100 \$3,500 \$900 \$25,000	Month 2-3
	Follow-On Online Survey - Survey instrument design, survey implementation, analysis and reporting	TR-8 KR-50 CB-4	\$1,400 \$2,500 \$600	Month 4
	Town Hall Style Online Public Forums	TR-10 KR-5	\$1,750 \$250	Month 5
	Subtotal Phase 2	165	\$38,000	
3	PEG Access [Community Media] Assessment	TR-16 DN-2 KR-16 CB-2 CH-14	\$2,800 \$350 \$800 \$300 \$1,750	Month 2-4
	Community Organizational/Sector Stakeholder Assessment	TR-18 DN-4 KR-18 CB-20 CH-2	\$3,150 \$700 \$900 \$3,000 \$250	Month 2-3
	Subtotal Phase 3	112	\$14,000	
4	Institutional Network Assessment	TR-8 DN-16 KR-10 CH-2	\$1,400 \$2,800 \$500 \$250	Month 3-5
	MHCRC Stakeholder Assessment	TR-22 DN-2 KR-16 CB-8 CH-2	\$3,850 \$350 \$800 \$1,200 \$250	Month 3-4
	Subtotal Phase 4	86	\$11,400	
5	Overview of Data Analysis and Compilation and Development of Report Structure	TR-6 DN-2 KR-8 CB-2 CH-2	\$1,050 \$350 \$400 \$300 \$250	Month 6
	Full Documentation of the Ascertainment Process – Draft and Final Ascertainment Report and Presentation	TR-12 DN-8 KR-24 CB-6 CH-8	\$2,100 \$1,400 \$1,200 \$900 \$1,000	Month 7
	Subtotal Phase 5	78	\$8,950	
	Subtotal – Professional Services Cost Total Project	500 hrs + telephone and online survey	\$80,450	
	Expenses*		\$8,050	
	Total Project Cost		\$88,500	

* We would be reimbursed for expenses such as clerical charges, postage, copy expenses, Fed Ex or courier expenses, travel expenses and other similar expenses. CBG will work to lower expense when feasible by combining travel with other clients in the

region. 10% above Professional Services fees (not including Telephone Survey and Online Survey costs which already include expenses) is used for estimation purposes concerning reimbursement expense cost.

The specific hourly rates charged vary from \$50 per hour (Research Associate) to \$175 per hour (Principal Consultant), depending upon the personnel utilized. Certain project elements such as the Telephone Survey and Online Survey are costed as a unit (package) price. We will work closely with the MHCRC to develop a final work plan, which will meet your financial objectives.

The hourly rates for the personnel involved are the following:

Tom Robinson (TR), Project Manager - \$175.00
Dick Nielsen (DN), Senior Engineer - \$175.00
Krystene Rivers (KR), Research Associate - \$50.00
Dr. Constance Book (CB), Survey/Statistical Work - \$150.00
Carson Hamlin (CH), Video Engineer/Media Integration Specialist - \$125.00
Mike Riley (MR), Telephone Survey – Per Project Cost

Project Timeline

Regarding the timeline enumerated in the chart above, CBG will begin the project on May 1, 2019 complete it by November 29, 2019 (elapsed time of 7 months) as stipulated in the RFP. CBG also stands ready to begin the project in April, 2019 if so desired by the MHCRC.

6. SUPPORTING INFORMATION

CBG would be pleased to provide additional detail concerning both its qualifications and project approach if desired by the MHCRC during the proposal review process.

7. COMPLETED PTE PARTICIPATION DISCLOSURE FORM 1

See next page

CONCLUSION

CBG, and our Team Partners appreciate the opportunity to provide you with this Proposal. We have the unique and requisite experience and expertise to competently, efficiently and expeditiously assist the MHCRC in their Community Technology Needs and Interest Ascertainment Project. We look forward to being of service!

**CITY OF PORTLAND
PTE PARTICIPATION DISCLOSURE FORM 1**

This Request for Proposals (RFP) requires the Proposer to submit this PTE Participation Disclosure Form **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.**
Proposers must disclose the following information:

Please print all information clearly.

Project Name: CONTRACTOR TO PERFORM COMMUNITY TECHNOLOGY NEEDS & INTEREST ASCERTAINMENT **RFP Number:** 00001141

Proposer Name: CBG COMMUNICATIONS, INC. **Proposer's EIN #:** 41-1992301

Contact Name: TOM ROBINSON **Phone:** 610-909-5517 **Email:** ROBINSON@CBGCOMMUNICATIONS.COM

Proposer's Total Cost: \$ 89,900 **Self-Performing Amount:** \$ 45,900

Percentage of total contract amount allocated to Oregon certified D/M/W/ESB participation (Proposer & Subconsultants added together):	10.1%
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SUBCONTRACTOR INFORMATION (please print)¹	D/M/W/ESB Cert.²	Subcontractor Scope/Type of Work	Subcontract % / \$³
Firm Legal Name: TELECOMMUNICATIONS RESEARCH CORPORATION – CONSTANCE BOOK, PHD *Certified in North Carolina & Philadelphia (will attain certification if selected) Email: connie.ledoux@gmail.com Phone #: 336-209-0894 EIN #⁴: 56-2202711		Researcher	10.1%/9,000
Firm Legal Name: CARSON HAMLIN Email: chamlin123@gmail.com Phone #: 970-218-8871 EIN #⁴: SS		PEG Assessment	5.0%/\$4,500
Firm Legal Name: RILEY RESEARCH ASSOCIATES Email: mriley@rileyresearch.com Phone #: 503-222-4179 EIN #⁴: 93-1025907		Telephone Survey	28%/\$25,000
Firm Legal Name: Email: Phone #: EIN #⁴:			

NOTE:

1. If the Proposer will not be using any Subcontractors, the Proposer is required to indicate "NONE" in the Subcontractor Information section of this form and submit this form with their proposal.
2. The Proposer and ALL Subcontractors must be listed on this form. Leave D/M/W/ESB column blank if firm is not currently certified through the State of Oregon Office of Disadvantaged, Minority, Women, and Emerging Small Business:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

3. Report all amounts in US Dollars (USD). Using 'TBD', 'N/A', or similar acronyms is not acceptable.
4. Do not enter Social Security Numbers on this form.

SUBCONTRACTOR INFORMATION (please print)	D/M/W/ESB Cert. ²	Subcontractor Scope/Type of Work	Subcontract % / \$ ¹
Firm Legal Name: Email: Phone #: EIN #⁴:			
Firm Legal Name: Email: Phone #: EIN #⁴:			
Firm Legal Name: Email: Phone #: EIN #⁴:			
Firm Legal Name: Email: Phone #: EIN #⁴:			
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Firm Legal Name: Email: Phone #: EIN #⁴:			

**MT. HOOD CABLE REGULATORY COMMISSION
CONTRACT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NUMBER:

**TITLE OF PROJECT
Engage Underserved Communities in
Community Technology Needs & Interests Ascertainment**

This Contract is between the Mt. Hood Cable Regulatory Commission ("MHCRC") and Esper House LLC., hereafter called Consultant. The MHCRC's Project Manager for this Contract is Julie S. Omelchuck, Program Manager, Office for Community Technology, City of Portland.

Effective Date and Duration

This Contract shall become effective on April 23, 2019. This Contract shall expire, unless otherwise terminated or extended, on March 31, 2020.

Consideration

- (a) MHCRC agrees to pay Consultant a sum not to exceed \$44,000 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Esper House, Inc.

Address: _____

City of Portland Business Tax Registration Number: _____

- Citizenship: Nonresident alien ☐ Yes ☐ No
- Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
- ☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Contract.

4. Early Termination of Contract

- (a) The MHCRC may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the MHCRC.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the MHCRC terminates pursuant to 4(a) above, the MHCRC shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the MHCRC terminates pursuant to 4(b) above, the MHCRC is entitled all remedies available at law or equity. In addition, Consultant shall pay the MHCRC all damages, costs, and sums incurred by the MHCRC as a result of the breach.
- (c) If the Consultant justifiably terminates the Contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the MHCRC's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product before the date of termination becomes property of the MHCRC.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the MHCRC Project Manager. Notwithstanding approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the MHCRC shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Contract and, for a Contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the MHCRC and the City of Portland, their officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the MHCRC or the City of Portland for claims of personal injury or property damage caused by the negligence of the MHCRC or the City of Portland. This duty shall survive the expiration or termination of this Contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, Contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

- (c) Automobile liability insurance with coverage of not less than \$500,000 each accident. This coverage may be combined with the commercial general liability insurance policy.

☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the MHCRC. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the MHCRC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, Automobile Liability or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the MHCRC and the City of Portland and their bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the MHCRC prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the MHCRC. The Consultant shall pay for all deductibles and premium. The MHCRC reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this Contract is the exclusive property of the MHCRC. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the MHCRC intend that such Work Product shall be deemed "work made for hire" of which the MHCRC shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the MHCRC all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the MHCRC. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Consultant-Architect grants the MHCRC an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

The Consultant must be certified prior to Contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Contract execution, that they do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the MHCRC to enforce any provision of this Contract shall not constitute a waiver by the MHCRC of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this Contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any

other jurisdiction. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

The MHCRC Project Manager is authorized to amend the terms and conditions of this Contract, provided such amendments do not increase the Contract amount or the MHCRC's financial risks. If approved, such amendments shall only be effective if in writing, and signed by duly authorized representatives of both parties. Any change in the amount or financial risks of the Contract must be approved by the MHCRC to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City of Portland employee who evaluated the proposals or authorized the award of this Contract for two years after the date the Contract was authorized without the express written permission of the City of Portland and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The MHCRC may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the MHCRC.

23. Audits

- (a) The MHCRC may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the MHCRC.

24. Electronic Signatures

The MHCRC and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the MHCRC shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable / ☐ Not Applicable

If applicable, the Consultant shall provide progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: ☒ Applicable / ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the MHCRC Project Manager, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the MHCRC Project Manager.

Subconsultants are responsible for meeting all requirements applicable to the Consultant under this contract, including compliance with all applicable federal, state, and local laws and regulations.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other MHCRC or City of Portland procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City of Portland official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains; ii) has or will participate in evaluation or management of the Contract; or iii) has or will have financial benefits in the Contract. Consultant understands that should it elect to employ any former City of Portland official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City of Portland's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City of Portland's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

On February 8, 2019, the Consultant submitted a proposal for ascertainment services in response to a Request for Proposals issued by the City of Portland on behalf of the MHCRC. A copy of the Consultant's proposal is attached to this Contract as Attachment 1. Except as otherwise specifically identified below, the deliverables and schedule for this project shall be as described in pages 5 through 8 of Attachment 1.

- Research, Design, & Planning:
 - Lead planning discussion about accessibility for people with disabilities to ensure this aspect is addressed as a universal principle in the ascertainment design.
 - Provide expertise and advise on engagement techniques to ensure all ascertainment activities, including those lead by the ascertainment contractor, are accessible to people with disabilities.
- Data Collection Implementation:
 - Participate in iterative review of data collection methods to identify and understand barriers to engagement and advise on practices that are responsive to inclusion for the ascertainment target populations.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Maritoni Tabora-Roberts	Project Manager/Community Engagement
Matthew Tabora-Roberts	Process Design/Documentation

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Kathleen Holt	M/WBE	Project Outreach	\$ 13,750

COMPENSATION

The maximum that the Consultant can be paid on this Contract is \$44,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, if any. Nothing in

this Contract requires the MHCRC to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The MHCRC will pay Consultant based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the MHCRC. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the MHCRC for additional payment.

If work is completed before the “not to exceed” amount is reached, the Consultant’s compensation will be based on the Consultant’s bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the MHCRC Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall be on Contractor’s letterhead, signed and dated by an authorized representative of Consultant, addressed to “MHCRC c/o City of Portland”.

The invoice shall contain the Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall approve all subconsultant invoices and note on the subconsultant invoice what they are approving as “billable” under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the MHCRC Project Manager.

The MHCRC shall pay all amounts to which no dispute exists within 30 calendar days of receipt of the invoice. Payment of any bill, however, does not preclude the MHCRC from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the MHCRC to Consultant.

ACH Payments

It is the MHCRC’s policy to pay its Consultant invoices via the City of Portland electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City of Portland’s standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City of Portland to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF CONSULTANT HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: _____ Date: _____ Entity: _____

IF CONSULTANT DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written Contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature

Date

FOR MHCRC/CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

ORS 670.600 Independent Consultant standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent consultant" if the standards of this section are met. The Contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the Contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

MHCRC Project Manager Signature

Date

CONSULTANT SIGNATURE:

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the MHCRC and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Contract by reference, and the STATEMENT OF THE WORK made part of this Contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Esper House, Inc.

BY: _____ Date: _____

Name: _____

Title: _____

Mt. Hood Cable Regulatory Commission

By: _____ Date: _____
Leif Hansen, MHCRC Chair

Approved as to Form:

By: _____ Date: _____
MHCRC Legal Counsel

ESPER HOUSE esperhouse.com | 503-896-1318 | toni@esperhouse.com

Date: February 8, 2019

To: Julie Omelchuck, Program Manager - Office for Community Technology and the Mt. Hood Cable Regulatory Commission

IRFP NUMBER 00001142: Contractor to Engage Underserved Communities in Community Technology Needs & Interests Ascertainment

Esper House LLC is pleased to provide a proposal for community engagement services as part of Mt. Hood Cable Regulatory Commission's "Community Technology Needs & Interests Ascertainment." This project will build on and compare data with an ascertainment and report conducted in 2010, exploring key ascertainment research questions reflecting MHCRC's commitment to digital equity and inclusion. Findings from this project will help inform the future of MHCRC's programs and policy work. The Esper House team brings experience engaging with underserved communities in the Portland metro area, and culturally responsive community engagement project design.

Proposal Contents

Cover Letter

1. Qualifications
2. Experience/ Key Personnel Resumes
3. Project Approach
4. Corporate Responsibility
5. Proposed Cost

Attachments:

- Resume for Maritoni Tabora-Roberts
- Resume for Kathleen Holt
- Resume for Matthew Tabora-Roberts
- City of Portland PTE Form 1

Esper House Information

Proposing Entity: Esper House, LLC

Type of Entity: LLC, S-Corporation

EIN - 47-4756181

Authorized Proposer Representative for negotiations and contracts:

Maritoni Tabora-Roberts, CEO, Esper House
4909 NE Halsey Street, Portland, OR 97213
503-896-1318 / toni@esperhouse.com

Requested Statements

Redactions. No redactions to this proposal are requested.

Insurance. Esper House carries Commercial General Liability and Professional Liability Insurance policies as required, but requests a waiver from remaining insurance requirements.

State of Oregon Certification. Esper House and Kathleen Holt Consulting both have pending applications for certification as Minority Business and Woman Business Enterprises (M/WBE). Certification is expected within 90 days.

We appreciate the opportunity for consideration for this project and look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Maritoni TR", with a long horizontal flourish extending to the right.

Maritoni Tabora-Roberts

1. Proposer's Qualifications

Legal Entities

Esper House is an LLC taxed as an S-Corporation that was founded in 2015 as a management consulting firm working with expertise in community engagement, communications, events production and management, and organizational development. The organization has two owner-employees, Maritoni Tabora-Roberts and Matthew Tabora-Roberts. Subconsultant Kathleen Holt is a sole proprietor.

Key Personnel Biographies *Please find resumes attached.*

Maritoni "Toni" Tabora-Roberts will be the main contact for the contract and lead consultant for community engagement on the project. If awarded she will devote 45 percent of time to the project. She brings more than 20 years of experience working in the nonprofit and private sectors with expertise in leadership development, program management, communications, community engagement, and organizational development. She has particular content experience and passion for arts, culture, media, education, sustainability, and social justice. With a strong DEI lens informing her work, Tabora-Roberts' approach is grounded in team-based collaboration, interpersonal connections, experiential engagement, and culturally responsive, strengths-based facilitation. Relevant experience: she is currently co-producer/co-facilitator of Regional Arts & Culture Council's (RACC's) board training program, Art of Leadership collaborating with nonprofit organizations and creating culturally responsive training experiences; she is currently Board Chair of APANO Communities United Fund, where she is actively engaged in governance, strategic planning, and visioning for a culturally specific organization serving Asian Pacific American communities in Oregon; as the Sr. Manager of Community Engagement, she was a founding team member of the award-winning, regional environmental journalism project EarthFix (under Oregon Public Broadcasting) where she created and led community engagement and communications initiatives.

Kathleen Holt will be the lead consultant for outreach and offer community engagement support on the project. If awarded, she will devote 45 percent of time to the project. She brings more than 25 years of strategic communications, organizational development, program management, and event planning experience in the nonprofit and higher education sectors. She is currently Associate Director and Editor of Oregon Humanities (OH), a statewide nonprofit that bring people together in hundreds of community conversations each year and publishes media that amplifies untold voices and stories centered in the experiences of communities of color. As OH's associate director, she facilitates discussions, leads and supports teams, develops public partnerships, and operationalizes OH's values of equity and justice. As OH's editor and communications director, she develops content and outreach strategies, and collaborates with community-based storytellers in various mediums, including executive producing and managing outreach and dissemination of short films such "Future Portland" (about the gentrification of North Portland) and "The Numbers" (showcasing the voices of youth in East Portland).

Matt Tabora-Roberts will serve as a design and documentation consultant for key phases of the project. He will devote 10 percent of time to the project. He has more than 25 years working with all types of groups, including government, universities and corporations. As COO and Partner at Esper House, he brings a creative and fun engagement style; event design, production and documentation skills; as well as deep knowledge and training in conflict management and interpersonal skills building. Relevant experience: as a manager and teacher with Portland YouthBuilders Technology training program, designed curriculum, partnerships, and outreach projects with underserved youth and seniors; currently provides event production and documentation services for clients such as PricewaterhouseCoopers and CapGemini. Matt also serves as a board member of Morpheus Youth Project.

2. Proposer's Experience

In her work as community engagement manager of OPB's EarthFix project, Toni Tabora-Roberts designed and implemented a number of community engagement projects designed to create accessible pathways for communities to share story ideas with journalists. One example was a series of "coffee shop office hours" targeted at underserved communities of Gresham, Or and Vancouver, WA where reporters and staff went out in the community to invite community members' input and story ideas. Another example was an event where advocates from a wide range of community organizations were invite to a "PitchFest" event at OPB. Nearly 100 attended the event where a number of volunteers pitched stories to OPB reporters in front of the live audience. Both of these strategies resulted in identifying new sources for reporters, as well as concrete leads for stories and topics for future reporting. For more information on Tabora-Roberts role on these projects contact David Steves, Editor at OPB, dsteves@opb.org, 503-708-5392.

Through her work with Oregon Humanities' public programs and media projects, Kathleen Holt has developed and implemented multifaceted approaches to collecting data from community members. Guided by strategic planning goals that focus on community engagement, she has worked on teams to collect stories, experiences, feedback, and information through online and written surveys, community conversations, facilitated meetings, and media projects (print, video, photography, and audio). These include Oregon Humanities magazine (a triannual print publication distributed to 14,000 Oregonians), This Land (multimedia stories about land, home, and belonging that centered the voices and experiences of communities of color), and This Place community conversations (a yearlong project that engaged more than 25 Oregon communities in discussions about place, home, and belonging). For more information on her role on these projects, contact Adam Davis, Executive Director, at Oregon Humanities, a.davis@oregonhumanities.org, 503-241-0543.

3. Project Approach

Esper House brings a wide range of experience with community engagement design and implementation with particular strengths in approach as follows:

- **Commitment to and experience advancing diversity, equity, and inclusion (DEI).** Advancing DEI across all sectors and in our communities is a deep value for Esper House. All proposed team members, including two women of color, have engaged in extensive and ongoing training in DEI practices, and also bring lived experience into the work.
- **Story-based data collection.** Underserved and marginalized communities have been underrepresented with traditional data collection approaches. Esper House uses qualitative story-based strategies and techniques which are highly relevant and a culturally appropriate means of collecting data on the experiences of members of these communities.
- **Robust network of connections.** Esper House has broad and deep experience working with diverse communities, particularly communities of color and immigrant communities, underserved youth, seniors, and people with disabilities. These connections include groups such as AARP, APANO Communities United Fund, CymaSpace, Black United Fund, Coalition of Communities of Color, Hollywood Senior Center, IRCO, Latino Network, Metro-East Community Media, Native American Youth and Family Services, Northwest Housing Alternatives, PHAME, Rosewood Initiative, and Urban League.
- **Collaborative planning and design approach.** Esper House values a team approach to planning and design of projects, bringing experience working with diverse groups and a strengths-based lens that seeks to capture knowledge within teams, organizations, and communities.
- **Communications planning and implementation expertise.** From internal team communications to external communications through outreach, engagement, content creation, production, and publication, Esper House brings a unique combination of experience in project management, program design, community engagement, and media content creation to support data and story collection and reporting.

Proposed Timeline

KEY PROJECT PHASES	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Research, Design, & Planning								
Partner & Community Development								
Data Collection Implementation								
Documentation & Analysis								
Final Reporting, Evaluation, & Presentation								

Detailed Project Phases, Scope of Work, and Deliverables

Below please find the proposed phases of the project, scope of work, and deliverables. All work will be completed by the Esper House team in collaboration with MHCRC team, ascertainment contractor, and community partners as indicated.

Research, Design, & Planning

- In collaboration with MHCRC project manager and ascertainment contractor, Esper House will develop work plan with consideration of aligning goals for data collection, team roles, priority communities to be engaged, and final project deliverables - Toni (lead), Kathleen
- Develop communications and outreach plan that leverages team network of connections focused on priority underserved communities, including racially and ethnically diverse communities, people with disabilities, and seniors; also includes communications with key stakeholders and the public in coordination with MHCRC project manager and ascertainment contractor - Kathleen (lead), Toni, Matt
- Research potential community partners focused on priority communities, and emergent event opportunities for data collection, Toni (lead), Kathleen
- Design community engagement and data collection approach with input from potential community partners and other community leaders - Toni (lead), Kathleen, Matt
- Draft partnership agreements and determine contract terms - Kathleen
- Draft feedback and evaluation process - Toni
- Proposed deliverables:
 - Project timeline and workplan
 - Communications and outreach plan
 - Summary list of potential community partners and engagement events
 - Draft community engagement design and data collection approach
 - Draft partnership agreements

Partner & Community Development

- Meet with potential community partners to share information and determine capacity for project engagement - Toni, Kathleen
- Develop final list of recommended community partners in collaboration with MHCRC project manager - Toni (lead), Kathleen
- Finalize community engagement design and approach with input from selected community partners Toni (lead), Kathleen
- Develop roles and implementation plan with selected community partners, including compensation for community partners and individual participants - Toni (lead), Kathleen
- Negotiate and sign final agreements with selected community partners - Toni
- Develop participant release form - Toni
- Identify translators and interpreters for outreach, implementation, and communications - Kathleen

- Draft outreach, event signage, handouts, and any other necessary communications - Kathleen
- Proposed deliverables:
 - List of recommended community partners
 - Final community engagement design and data collection approach
 - Signed community partner agreements
 - Participant release form
 - List of translators and interpreters
 - Draft outreach materials

Data Collection Implementation

- Contract and secure translation of outreach and other electronic or printed materials - Kathleen
- Implement outreach plan in collaboration with MHCRC and community partners to recruit participants in community engagement activities with culturally specific community partners - Kathleen (lead), Toni
- Contract with interpreters and accessibility services as needed for community engagement activities - Kathleen (lead), Toni
- Facilitate community engagement activities with community partners, including translation and interpretation services, and accessibility accommodations - Toni (lead), Kathleen
- Facilitate community engagement activities at scheduled and emergent community events - Toni (lead), Kathleen
- Document community engagement activities, as determined in community engagement design and approach, through outputs such as photographs, video, audio, graphic notes, and/or facilitator notes - Kathleen (lead), Toni, Matt
- Communicate with MHCRC team and community partners throughout implementation process with reminders and updates on progress - Toni
- Proposed deliverables:
 - Electronic and printed outreach and event materials, including translation into appropriate languages
 - Raw output of documentation of community engagement activities
 - Signed participant release forms
 - Email communications with key stakeholders

Documentation & Analysis

- Review of raw documentation output and initial collation of findings - Kathleen (lead), Toni
- Identify key themes and representative stories - Kathleen (lead), Toni
- Draft documentation and analysis - Kathleen
- Collect feedback and evaluation - Toni
- Share drafts with MHCRC project manager and ascertainment contractor, as well as community partners to get input and collaborate on drafting final report - Toni (lead), Kathleen
- Proposed deliverables:
 - Draft documentation and analysis

- Feedback and evaluation data from community partners

Final Reporting, Evaluation, & Presentation

- Collaborate with MHCRC project manager and ascertainment contractor on content for elements and format of final report and documentation - Kathleen (lead), Toni
- Incorporate input from key stakeholders into draft final report - Kathleen
- Present draft final report to MHCRC team - Toni, Kathleen
- Submit and present final version of report and documentation to key stakeholders - Toni, Kathleen
- Proposed deliverables:
 - Final report and documentation
 - Presentation of final report

4. Corporate Responsibility

As noted in the cover letter, both Esper House and subconsultant Kathleen Holt Consulting have pending applications for certification as M/WBEs. Toni Tabora-Roberts and Kathleen Holt both identify as women of color.

Esper House holds equity, diversity, and inclusion as core values. This includes ensuring that team members and participants recruited for projects are inclusive of people of color and women. We also encourage a culture of mentorship, as well as personal and professional development through formal and informal peer mentorship; participation in training, workshops, and conferences; and continued research and study in our field. As a small family business, we prioritize fair compensation for our partners, subconsultants, and other contracted individuals and entities. Esper House is extremely active in community work both through professional projects in the nonprofit sector, and also through community service as board members and volunteer organizers.

Esper House primarily operates from a home-based office so the organization's environmental footprint is very small. We encourage transportation through public transit and cycling, actively recycle and compost, and use recycled products and reusable materials as much as possible.

5. Proposed Cost

Our proposed budget for this project is \$44,000:

- \$29,500 for contractor and subcontractor hours for research, design, implementation, and data collection, detailed as follows:
 - Project manager/community engagement specialist: 110 hours @ \$125/hr
 - Project manager/communications specialist: 110 hours @ \$125/hr
 - Project design and documentation specialist: 20 hours @ \$100/hr
- \$14,500 for up to 6 community engagement events, which include the following components:

- Advertising and outreach (including translation fees): \$1,200
- Partner and participant stipends: \$6,500
- Meeting space rentals and food (not including potential in-kind contributions): \$2,500
- Meeting accommodations (translation, childcare, transportation as needed): \$4,300

Our budget invests substantially in ensuring access and participation for community members as needed, including stipends for childcare and transportation costs, as well as fees for translation services and other accommodations. Additionally, we have budgeted for honoraria for partner organizations and individual participants for their contributions to and work on this project. We feel strongly that these are investments needed to remove barriers for participation for the community members targeted by this project.

Attachments:

- Resume for Maritoni Tabora-Roberts
- Resume for Kathleen Holt
- Resume for Matthew Tabora-Roberts
- City of Portland PTE Form 1

MARITONI "TONI" TABORA-ROBERTS 503-896-1318 • toni@esperhouse.com • LinkedIn: tonitaboraroberts

WHAT I BRING TO THE TABLE

- My style and background: Knowledgeable and well connected to diverse perspectives in local, regional, and international nonprofit, corporate and government sectors. Well-rounded combination of proactive communicator, happy collaborator, creative problem-solver and thoughtful, adventurous leader. More than twenty years of relevant experience in nonprofit management, communications, community engagement, grantmaking, strategic planning, but always with an eye towards innovation and fresh approaches. Ensemble player who works well with others and also takes initiative and ownership. Story-driven approach centers people and communities.
- Relevant skills: Proven program designer, project manager. Talented collaborator, bridge builder. Organized, even-tempered events manager. Personable, facilitator, speaker, and presenter. Excellent writer and editor.

RELEVANT EXPERIENCE

Esper House • *CEO/Founder* • 2015 – Present

- Provides consulting, facilitation, project management, communications and content writing, community engagement, cheerleading, problem solving, workshops, and creative services to nonprofits, artists, and businesses. Clients include Meyer Memorial Trust, Portland Parks Foundation, Regional Arts & Culture Council.

Arts Workers for Equity • *Core Member* • 2015 - Present

- Core organizing member collaborating on community engagement projects designed to advance equitable practices within Portland's arts and culture community. Co-designed and facilitated Racial Equity in the Arts Self-Assessment Learning Circle with representatives from a diverse group of 16 arts organizations; Co-lead design, facilitation, production, and documentation of "Real Talk" event amplifying stories of arts workers of color and community brainstorm of goals.

Business for Culture & the Arts • *Program Director* • 2014 – 2015

- Responsible for community engagement event program design, marketing, execution and evaluation. Created and curated content for website/blog, social media and e-newsletters. Presented and represented organization for ongoing engagement with business and nonprofit communities. Sought out and established strategic partnerships. Key member of organizational leadership team. Managed, collaborated with contractors and staff. Managed, forecasted program budgets.

OPB • *Sr. Manager of Community Engagement, EarthFix* • 2011 – 2014

- Key founding member in award-winning, start-up environmental news collaboration between Northwest public media partners. Designed and managed social media and online community engagement strategies. Designed, collaborated, and executed community engagement and outreach events and story collection. Created and curated content for web, social media and radio. Produced and collaborated on promotional and marketing materials.

KBOO Community Radio • *Publicity & Outreach Coordinator* • 2007 – 2009

- Oversaw a variety of areas in which KBOO interacts with the greater community including writing and producing promotional and editorial material for print, web and social media. Collaborated and produced special events, live broadcasts, community partnerships and co-sponsorships. Trained volunteers to produce promotional spots. Created and managed program budget.

CURRENT AFFILIATIONS

RELEVANT TRAININGS

EDUCATION

APANO Communities United Fund Board Chair | **Arts Workers for Equity** Core Member
US Department of Arts & Culture Culture/Shift | **Center for Equity and Inclusion**
"Reframing Racism" | **Western States Center** Activists Mobilizing for Power | **Small Business Development Center** Business Design Series
Syracuse University • 1989-1993 • Major Art History

Kathleen Holt

2910 SE Main Street, Portland, Oregon 97214 • kathleenholt@gmail.com • (503) 201-0109

Profile

An intrepid and straight-talking leader with more than 25 years of strategic organizational development and vision-driven communications experience in the nonprofit and higher education sectors.

Relevant Skills and Experience

Storytelling, communications, and outreach

- Develop, implement, and manage strategic marketing, communications, and outreach in order to meet organizational goals (OH, OQ)
- Oversee all in-house collateral production, media relations, audience development, public outreach, and online and social media efforts (OH)
- Curate, edit, and produce print and online content as an organizational engagement tool (OH, OQ, PSU)
- Create and build social media and multimedia platforms to highlight organizational values and showcase untold and mission-based stories (OH)
- Motivate and support dozens of writers, photographers, and artists, ensuring their stories are visible to thousands of readers (OH, OQ, PSU)
- Executive produce several powerful short films capturing the experiences and untold stories of diverse Oregon communities (OH)
- Strategically realign and regularly tweak print and online content to reflect evolving goals and in response to information from regular surveys of readers (OH, OQ)

Program and partnership management

- Manage and produce conversation-based and public programs as community engagement opportunities (OH)
- Develop community partnerships for collaborative programs to meet various organizational needs (OH, RNW, PHC)
- Conduct assessment and evaluation against goals after each project and lead debriefing process to make adjustments for improvement (OH)

Oregon Humanities (OH): Associate Director (2015–present), Communications Director (2007–present), and Editor (2001 to present)

Oregon Quarterly (OQ): Assistant Editor (1994 to 2001)

Portland State University (PSU): Graduate Teaching Fellow/Adjunct Professor, Department of English and Creative Writing (2002–2008)

Portland Housing Center (PHC): Vice Chair of board (2017–present)

Resolutions Northwest (RNW): Executive committee of board (2014–2016)

Education and Trainings

Master of Arts, Creative Writing, Portland State University, 2008. Recipient of the Tom Bates Fellowship in Nonfiction. Thesis project: *At Home in the World: The American Home as a Twenty-First Century Public Square*.

Bachelor of Arts, Journalism, University of Oregon, 1997. Served as editor in chief of award-winning student magazine *Flux*

Relevant trainings and workshops: Othering and Belonging conference scholarship recipient • Management Center “Managing to Change the World, 101 Edition: People of Color and Indigenous Cohort” training • Center for Equity and Inclusion “Reframing Racism” • Portland Public Schools “Courageous Conversations” training series • Nonprofit Association of Oregon’s “Equity Leaders Network” training series

MATT TABORA-ROBERTS

taboraroberts@gmail.com | mobile 503 505 1551 | 4909 NE Halsey St • Portland, OR 97213

MISSION STATEMENT:

To empower work teams to realize their full potential through well designed investigation, intervention and strategic redirection.

SUMMARY OF RELEVANT SKILLS AND QUALIFICATIONS:

Communication ambassador, confident that good conversation and hard questions can unleash honesty, integrity and opportunity • Technology advocate that recognizes when tech solutions simplify workflow • Confident front-man and happy presenter ready to inspire others around powerful mission and noble goals • Seasoned leader and willing follower—comfortable tasking staff, tracking logistics, managing and molding highly efficient teams; just as comfortable following another's lead • Deep communication and teaching roots spanning all ages and attention spans • Tested and knowledgeable in running quality technology program • Reacts calmly, quickly and professionally in high pressure situations • Understands the importance of working hard, accomplishing goals AND having fun

RELEVANT EXPERIENCE:

ESPER HOUSE – COO and Consultant – 2018-present

Brings nearly 20 years of experience in business consulting, including event production and documentation, group facilitation and training, and individual coaching. Clients include: high tech firms, such as The Difference, PwC, Cap Gemini, to provide event production and documentation services - experience design, documentation through photography and video, media production and editing - for executive and team corporate meetings and events. Also works with small businesses and individuals to provide management consulting and coaching.

PORTLAND YOUTHBUILDERS – Technology Program Manager – 2008-2017

Led team of staff to deliver technology job skills at an alternative high school. Responsible for program management, design, and implementation. Trained students to be technology tutors for low-income elders. Managed partnerships, funders, and client expectations.

LAB ACT – Trainer, Facilitator, and Communications Specialist – 2005-2012

Designed leadership development curriculum for groups of international scientists and academics at US Department of Health and Human Services, University of California System to be better managers and leaders by investigating the ethics of interpersonal conflict through unique theatrical protocol. Included facilitating workshops on presentation skills, conflict resolution, and Myers-Briggs Type Indicator.

CURRENT AFFILIATIONS

Morpheus Youth Project Board Member | **The Knock-Outs** Improv Performer

EDUCATION:

Manager Equity Advancement Initiative/Equity Training | **Center for Equity & Inclusion** 2017
Master of Fine Arts, Theatre Performance/Communication Training | **University of California, Davis** 2006
Myers Briggs Type Indicator Facilitator Certification | **Oto Kroeger and Associates**, Fairfax, VA 1997
Bachelor of Arts, Majors: Comparative Religion and Theatre Composition | **Wesleyan University**, 1995

CITY OF PORTLAND

PTE PARTICIPATION DISCLOSURE FORM 1

This Request for Proposals (RFP) requires the Proposer to submit this PTE Participation Disclosure Form 1. **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.** Proposers must disclose the following information:

Please print all information clearly.

Project Name: Community Engagement Contractor Community Technology Needs & Interests Ascertainment **RFP Number:** 00001142

Proposer Name: Esper House LLC **Proposer's EIN #:** 47-4756181

Contact Name: Maritoni "Toni" Tabora-Roberts **Phone:** 503-896-1318 **Email:** toni@esperhouse.com

Proposer's Total Cost: \$ 44,000

Self-Performing Amount: \$ 30,250

Combined percentage of total subcontract amounts allocated to State of Oregon certified D/M/W/ESB participation (Subconsultants only):	%
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SUBCONSULTANT INFORMATION (please print)¹	D/M/W/ESB Cert.²	Subconsultant Scope/Type of Work	Subcontract % / \$³
Firm Legal Name: Kathleen Holt Consulting Email: kathleenholt@gmail.com Phone #: 503-201-0109 EIN # ⁴ : n/a	Pending	Outreach and community engagement	\$13,750
Firm Legal Name: Email: Phone #: EIN #:			
Firm Legal Name: Email: Phone #: EIN #:			
Firm Legal Name: Email: Phone #: EIN #:			

NOTE:

1. If the Proposer will not be using any Subconsultants, the Proposer is required to indicate "NONE" in the Subconsultant Information section of this form and submit this form with their proposal.
2. The Proposer and ALL Subconsultants must be listed on this form. Leave D/M/W/ESB column blank if firm is not currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
3. Report all amounts in US Dollars (USD). Using 'TBD', 'N/A', or similar acronyms is not acceptable.
4. Do not enter Social Security Numbers (SSN) on this form.