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# JACKSON COUNTY LIBRARY DISTRICT

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**RFP NUMBER: 400-0209-21**  
**NOTICE OF REQUEST FOR PROPOSALS (RFP)**  
**E-RATE SERVICES: INTERNET ACCESS, WIDE AREA NETWORKING,**  
**AND CATEGORY 2 EQUIPMENT AND SERVICES**  
**470-Form #: 210013057**

February 8, 2021

ATTN:  
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## JACKSON COUNTY LIBRARY DISTRICT

205 South Central Avenue  
Medford, OR 97501  
(541) 774-8679

### NOTICE OF REQUEST FOR PROPOSALS (RFP) E-RATE SERVICES: INTERNET ACCESS, WIDE AREA NETWORKING, AND CATEGORY 2 EQUIPMENT AND SERVICES

**RFP NUMBER: 400-0209-21**

Date of Issue:

January 11, 2021

Closing Date and Time:

February 9, 2021 by 3:00 PM PST

Single Point of Contact (SPC):

Lisa Marston, Assistant Director of Administrative Services, [lmarston@jcls.org](mailto:lmarston@jcls.org)

Jackson County Library District (JCLD), which operates as Jackson County Library Services, is seeking proposals for a private wide-area data network (WAN) interconnecting all 15 library branches, with the main Medford library as hub of the network; public and staff Internet Access with managed firewall services; LAN switch refresh; and Managed Internal Broadband Service and Basic Maintenance of Internal Connections. The District will be submitting all services and equipment for E-Rate funding support during the upcoming Funding Year FY2021 (July 1, 2021 through June 30, 2022 or September 30, 2022 for Internal Connections). **As a precautionary measure due to the COVID-19 pandemic, proposals will be accepted electronically no later than 3:00 p.m. Pacific Time on February 9, 2021.** No proposals will be received after closing.

This RFP, including contract terms, conditions and specifications, may be obtained through the EPC portal for E-rate; on the Oregon Procurement Information Network (ORPIN); and on the Jackson County Library District's website. RFP documents will not be mailed to prospective proposers.

#### **Proposal Delivery Options**

Submit proposals via email to the SPC, [lmarston@jcls.org](mailto:lmarston@jcls.org), Assistant Director of Administrative Services.

This RFP is being conducted in accordance with ORS 279B.060, Competitive Sealed Proposals.

**No pre-proposal conference will be held.**

#### **POSTED:**

- January 11, 2021, EPC portal for E-rate, <https://forms.universalservice.org/portal/login>
- January 11, 2021, *Oregon Procurement Information Network*, [orpin.oregon.gov](http://orpin.oregon.gov)
- January 11, 2021, Jackson County Library District's website, [jcls.org/jclid/proposals](http://jcls.org/jclid/proposals)

**Hunter has read and understands notice of request.**

## Section 1: Project & General Information

### 1.1 Purpose

The Jackson County Library District (“JCLD”), is issuing this Request for Proposals for the following E-Rate eligible services and equipment:

- Wide Area Network
- Internet Access with Managed Firewall
- LAN Switch Refresh
- Managed Internal Broadband Service (MIBS) & Basic Maintenance of Internal Connections (BMIC)

The District will be submitting all services and equipment for E-Rate funding support during the upcoming Funding Year FY2021 (July 1, 2021 through June 30, 2022 or September 30, 2022 for Internal Connections).

Additional details on the Scope of the goods and services are included in the section that outlines the Scope of Work/Specifications.

JCLD anticipates the award of one or more Contracts from this RFP and prefers an initial term of 36 months with voluntary 1-year contract extensions for up to two additional years, renewable at the discretion of JCLD starting on July 1 and ending on June 30 of each funding year for recurring services.

Hunter has read and understands Project & General Information

### 1.2 Pre-proposal Conference

A pre-proposal conference will **NOT** be held for this RFP.

Hunter understands.

### 1.3 Submission of Questions

All inquiries, whether relating to the RFP process, administration, deadline, method of award, or the intent or technical aspects of the RFP must:

1. Be delivered to the SPC via email Hunter understands.
2. Reference RFP#400-0209-21 (E-Rate Services) Hunter understands.
3. Identify the Proposer’s name and contact information Hunter understands.
4. Refer to the specific area of the RFP being questions (page, section, paragraph) Hunter understands.
5. Be received by January 22, 2021, 3:00 PM PST Hunter understands.

### 1.4 Addenda and Interpretations

Modifications to the RFP document, if any, will be made by written Addenda and published on USAC, ORPIN, and JCLD’s website by January 25, 2021. Prospective proposers are solely responsible for checking these websites to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference. Hunter understands

## 1.5 Award

Award will be made to the responsible firm submitting the most advantageous, responsive proposal as determined by the Selection Committee based on the following criteria. Note that the price of E-rate eligible goods and services is the most heavily weighted criterion. **Hunter understands.**

- Cost of E-rate eligible goods and services (30%) **Hunter is current with USAC & Green Light Status**
- Prior experience with vendor including past performance (25%) **References can be found on page 40 along with professional qualifications and experience on page 36-37. Hunter currently works with over 44 Schools, School Districts, Charter Schools and Libraries with having the same services as requested on this RFP.**
- Management capability / One-source solutions, i.e., the ability to provide WAN circuit connectivity end-to-end without the use of a 3rd party; or the ability to provide switch equipment and installation/configuration without the use of multiple sub-contractors (20%) **Current services are solely Hunter and new services would be provided solely by Hunter Communications. Hunter does not use sub-contractors.**
- Personnel Qualifications / Technical Solution (10%) **Hunters qualifications & experience can be found on page 36-37**
- Ineligible cost factors (10%) **Attached quote will detail pricing, however there will be no ineligible costs to provide these services.**
- Local vendor (5%) **Hunter Communications is a local provider in the Southern Oregon area with their main hub in Central Point, OR.**

JCLD reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, JCLD reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached. JCLD also reserves the right to reject all proposals.

**Hunter understands.**

## 1.6 Timeline

Issue RFP and Form 470	January 11, 2021
Post RFP on ORPIN and JCLS.ORG	January 11, 2021
Publish Notice in Newspaper	January 15, 2021
Written Questions Due	January 22, 2021 at 3:00 PM Pacific Time
Q&A Documents; Written Addenda Posted	January 26, 2021
<b>RFP Closes/Formal Bid Opening</b>	<b>February 9, 2021 at 3:00 PM Pacific Time</b>
Evaluation Window	February 10-16, 2021
Issue Notice of Intent to Award	February 17, 2021
Protest Period Ends	February 24, 2021
Route Contract(s) to Parties	February 25, 2021
Include Contract(s) in Board Packet	March 4, 2021
JCLD Board Approves and Signs Contract(s)	March 11, 2021
Send Contract(s) for Counter Signature	March 12, 2021
Receive Counter-Signed Contract(s) Back	March 19, 2021
File Form 471 – Complete E-rate Filing Process	March 22, 2021
New Services Begin for FY2021 Funding Year	July 1, 2021

JCLD reserves the right to change this timeline.

**Hunter understands timeline above and can be met.**

## Section 2: Proposal Format & Required Content

Proposal submissions should include the following information. All information should appear in the same order as outlined herein and shall be designated by headings as to the item which the response applies. **Hunter understands.**

### 2.1 Minimum Requirements

Because the products and service(s) specified are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, Oregon state and local requirements, and Jackson County Library District requirements. **Hunter understands.**

These requirements include, but are not limited to:

- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement. **Hunter is current with USAC and with a Green Light Status. See Page 45 for Green Light Status.**
- Have the ability to maintain adequate files and records and meet statistical reporting and FCC requirements. **Hunter understands and can provide adequate reporting requirements.**
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail. **Hunter has employees that work specifically E-Rate to ensure adequate auditing.**
- Have at least three (3) years' experience providing this type of service. **Hunter has been providing E-Rate services and similar services since 2005.**
- The pre-discount cost and description of all equipment, services and related components, where available, should be clearly identified on the response in addition to the total pre-discount costs. A complete description of the product or service, as required by the SLD, must be attached to, or submitted with, these costs. **Hunter will have detailed information attached with this RFP.**
- The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) for the provider of the proposed equipment and/or services. **Hunter understands. Spin #143009331 which can be found on the cover page and page 33.**
- Proposers are required to acknowledge all terms of this RFP and the 470 supplement. If the Proposer is unable to comply with any specific item, a list of detailed exceptions must be provided with the submission of the proposal. If exceptions are not indicated, then full compliance with requirements of the supplement will be assumed. **Hunter understands all terms of this RFP.**
- Proposers must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. Jackson County Library District reserves the right to approve all sub-Contractors in writing prior to the commencement of work. **Hunter is a full turnkey service provider; no sub-contractors will be used.**

Please complete and sign **Attachment A** to this RFP, the **Proposer's Response Form**, and include the completed form in your firm's submittal.

**Fully executed Attachment A is attached with this response and on page 16-17.**

### 2.2 Scope of Work / Specifications

Proposer shall provide one or more of the following Solutions. The Library District reserves the right to reject all proposals. The Library District reserves the right to award a contract for any portion of Solutions as it sees fit. Thus, Proposers should submit separate proposals for one or more of the

Solutions described below. Proposers must confirm the ability to provide the following Solutions with the following specifications and requirements and provide a description of how it will meet these requirements. In addition, proposers must meet the highest standards prevalent in the industry in providing the goods and services that the Library District is purchasing. The final proposal price must include any and all applicable charges to the Library District, including taxes and surcharges. Please provide proposal(s) for the Solutions described below.

Hunter understands, please see quote with all applicable charges to each site.

### **Library District Description**

The library system consists of the 15 branch locations listed below. Medford is the main library and the hub of the library system. The others are considered remote branches. Vendors are expected to serve all branch locations. If the vendor cannot serve a location, or cannot serve all remote branch locations equally, such limitations must be clearly explained. Hunter understands.

### **Locations:**

Applegate Library  
18485 North Applegate Rd.  
Grass Pass, OR 97527  
Sq. Ft. 2,850

Ashland Library  
410 Siskiyou Blvd.  
Ashland, OR 97520  
Sq. Ft. 22,565 (2 story)

Butte Falls Library  
626 Fir St.  
Butte Falls, OR 97522  
Sq. Ft. 1,025

Central Point Library  
116 S. Third St.  
Central Point, OR 97502  
Sq. Ft. 8,515

Eagle Point Library  
239 W. Main St.  
Eagle Point, OR 97524  
Sq. Ft. 8,512

Gold Hill Library  
202 Dardanelles St.  
Gold Hill, OR 97525  
Sq. Ft. 4,982

Jacksonville Library  
340 "C" St.  
Jacksonville, OR 97530  
Sq. Ft. 5,646

Medford Library 205 S. Central Ave. Medford,  
OR 97501  
Sq. Ft. 83,191 (2 story)

Phoenix Library 510 W. 1st St.  
Phoenix, OR 97535  
Sq. Ft. 5,946

Prospect Library  
150 Mill Creek Dr.  
Prospect, OR 97536  
Sq. Ft. 2,400

Rogue River Library  
412 E. Main St.  
Rogue River, OR 97537  
Sq. Ft. 11,460

Ruch Library  
7919 Oregon 238  
Jacksonville, OR 97530  
Sq. Ft. 5,896

Shady Cove Library  
22477 Oregon 62  
Shady Cove, OR 97539  
Sq. Ft. 5,646

Talent Library  
101 Home St.  
Talent, OR 97540  
Sq. Ft. 7,068

White City Library  
3143 Avenue C  
White City, OR 97503  
Sq. Ft. 6,640

**SOLUTION A: WIDE AREA NETWORK**

JCLD requires a private turnkey fully-managed wide-area data network interconnecting all branches, with the main Medford library as the hub of the network. Branches are currently interconnected by Lit Fiber service. The Proposer will be a qualified Service Provider and will include in their proposal, all costs necessary to provide the fully managed Point-to-Point Fiber services requested. All costs associated with any on-site premise equipment, provided as an integral part of the service, shall be the sole responsibility of the Proposer. **Hunter is a turnkey service provider and can provide a WAN connection for all locations listed on this RFP.**

JCLD desires to increase WAN speed, within budget constraints, and to obtain the best value in WAN services. The current bandwidths at each location are listed below, along with the requested quote options for new speeds: **JCLD can increase speeds at any time per request.**

	<b>Site</b>	<b>Current Speed</b>	<b>Requested Minimum</b>	<b>Additional Options</b>
1.	Medford	1 GB	5 GB	10 GB, 15 GB, 20GB
2.	Applegate	100 Mbps	1 GB	5 GB
3.	Ashland	1 GB	1 GB	5 GB, 10 GB
4.	Butte Falls	100 Mbps	1 GB	5 GB
5.	Central Point	100 Mbps	1 GB	5 GB
6.	Eagle Point	100 Mbps	1 GB	5 GB
7.	Gold Hill	100 Mbps	1 GB	5 GB
8.	Jacksonville	100 Mbps	1 GB	5 GB
9.	Phoenix	100 Mbps	1 GB	5 GB
10.	Prospect	100 Mbps	1 GB	5 GB
11.	Rogue River	100 Mbps	1 GB	5 GB
12.	Ruch	100 Mbps	1 GB	5 GB
13.	Shady Cove	100 Mbps	1 GB	5 GB
14.	Talent	100 Mbps	1 GB	5 GB
15.	White City	1 GB	1 GB	5 GB, 10 GB

The Proposer must be able to work within the scope of the pre-existing Library District infrastructure.

**Hunter understands the pre-existing infrastructure and is proposing the same WAN connection with increasing speeds on specific libraries listed in this RFP.**

Bids will be evaluated on the basis of both total monthly service cost and cost per unit of speed. If a vendor cannot provide requested speed options above, they should indicate so in their proposal. Vendors that offer other tiers of service at different prices are encouraged to propose multiple options so that JCLD may choose the option that best fits our needs and budget. **Hunter can meet all requested speeds on this RFP.**

Recurring and non-recurring costs must be broken out separately, and prices must include all equipment and installation necessary to provide a complete solution. Hunter understands. **Hunter understands and there will only be recurring costs with no (NRC) non-recurring costs.**

Data rate must be quoted for each WAN link (if asymmetrical, denote up/down). Quoted speeds must represent real-world net throughput not a theoretical maximum, and must represent end-to-end throughput not just the local interface speed of the link termination equipment. Network services which have variable rather than fixed speeds (e.g. those that rely on oversubscription of a shared backbone) must clearly indicate: **Hunter will be providing synchronous speeds as listed above unless requested other.**

- 1) Guaranteed minimum data rate **Yes**
- 2) Allowed maximum data rate **Yes**
- 3) Typical throughput the library can expect during its normal business hours **Yes**

The proposed solution must include all necessary outside plant and entrance facilities infrastructure as may be required for normal and acceptable provisioning of service. An RJ-45 Ethernet hand-off is expected. If the vendor’s proposed WAN service provides a different type of hand-off, this should be clearly stated and the vendor must specify and provide the necessary equipment to interconnect to the JCLD LAN(s). **Hunter can handoff RJ-45 component at speeds up to 1Gig. Hunter would prefer to handoff an Optical Interface greater than speeds of 1 Gig between components for less latency.**

The WAN solution must allow JCLD to maintain segregation between public and staff traffic as it traverses the WAN by features provided as part of the vendor’s managed network. **Hunter can assure split traffic with dedicated static IP’s to manage the network.**

**SOLUTION B: INTERNET ACCESS with MANAGED FIREWALL**

JCLD requires Dedicated Internet Access service for public and staff use. Currently the Library District receives Internet Access through a 1GB circuit terminated at the Medford Branch Library, which then serves all branches in the system through the Wide Area Network. JCLD desires to increase Internet access speed within budget constraints, and to obtain the best value in Internet Access services. The current bandwidth is listed below, along with the requested quote options for new speeds:

<u>Site</u>	<u>Current Speed</u>	<u>Requested Minimum</u>	<u>Additional Options</u>
1. Medford	1 GB	5 GB	10 GB, 15 GB, 20GB

Bids will be evaluated on the basis of both total monthly service cost and cost per unit of speed. In addition to quoting a service that meets our minimum requirement, vendors that offer higher tiers of service at different prices are encouraged to propose multiple options so that JCLD may choose the option that best fits our needs and budget. Recurring and non-recurring costs must be broken out separately, and prices must include all equipment and installation necessary to provide a complete solution. **Hunter understands and has provided an excel spreadsheet that will outline different speeds and pricing. You are welcome to increase or decrease speeds during your contractual agreement. We ask for a 30 day notice to make necessary changes.**

Data rate (in GB) must be quoted for the Internet Access connection (if asymmetrical, denote up/down). Quoted speeds must represent real-world net throughput not a theoretical maximum, and must represent end-to-end throughput from the JCLD network to the public Internet, not just the local interface speed of the link termination equipment. Access methods which have variable rather than fixed speeds (e.g. those that rely on oversubscription of a shared backbone) must clearly indicate:

- 1) Guaranteed minimum data rate: **1G with overhead .997Mbs**
- 2) Allowed maximum data rate: **Negotiable per bandwidth requested.**
- 3) Typical throughput the library can expect during its normal business hours  
**Hunter is proposing synchronous speeds unless requested asymmetrical. Bandwidth is dedicated and is not a shared media.**

The Proposer must be able to work within the scope of the pre-existing Library District infrastructure.

**Hunter can work within request scope.**



### Operational Requirements/Service Levels

The desired Internet Access/Port Service shall be a tier-1, non-metered dedicated line service supporting high-speed Internet access with the following required parameters:

Minimum average availability (contiguous 7-day period):	98%
Minimum available bandwidth:	1 GB
Minimum burstable bandwidth:	500 Mbps
Maximum latency:	5ms between customer access point and ISPs Internet access point. Hunter can guarantee 10-12ms maximum to its ISP depending on its route which we have multiple routes to minimize latency and fail safe protection in the event a route goes down beyond Hunter's control. We believe that no one in Southern Oregon can beat our latency speeds. Also, any Jitter will be 9ms or less for over-the-top voice or video conferencing.
Video support:	Must be able to support and sustain isochronous transmission streaming media with a minimum sustained bit-rate of 5.0 Mb/s between customer network access point and ISP's Internet access point using standard and accepted quality of service protocols and methods.
Availability:	24 hours per day, 7 days per week, all year.
Customer Interface (hand-off):	5 Gigabit, prefer fiber handoff (full-duplex)
External Dynamic Routing:	BGP with full Internet routes
Internal Dynamic Routing:	BGP, OSPF and static
Monitoring:	Internet port and access monitoring 24 hours x 7 days x 365 days per year. ISP must provide Library District with secured web access to basic monitoring functions and trouble report management. Reporting of daily and monthly usage.
Problem Response:	Trouble reports affecting network availability and operation shall have a response from the ISP to the Library District Technical Contact or designee within 60 minutes. Any operating anomalies shall be reported to the Library District Technical Contact or designee within 60 minutes of identification.
Maintenance:	Maintenance periods shall not cause more than two (2) service-affecting events in any calendar month. All maintenance schedules shall be communicated to the named Library District Technical Contact via e-mail no less than 24 hours prior to the start of the maintenance period. Scheduled maintenance periods shall be limited to the hours from 1:00 A.M. PST to 5:00 A.M. PST, where possible. Scheduled maintenance periods shall not be included in availability calculations.

Hunter will comply with other said requirements listed above.

### Internet Access Equipment

As a condition of acceptance, ISP must verify and demonstrate to Library District that ISP's service interoperates with the Library District's network and equipment. Any additional necessary or optional equipment, communications facilities, communications services, or connectivity to provide and maintain the dedicated turnkey Internet access solution must be included as a component of the service. All such equipment, facilities and services must not be dependent upon like or other equipment, facilities or services currently existing at or in use by the Library District except as noted in this document. However, it is required that any and all solution components be interoperable with existing Library District network services, connections and configurations at their point of connection or influence to the Internet termination equipment (router.) **Hunter understands and will comply with said request.**

### Firewall Service

In addition to Internet Access, the Library District currently purchases a managed firewall service. JCLD desires to contract for Internet Access service with basic firewall protection that is a standard component of the Vendor's Internet Access service (E-Rate Category 1 Service). Proposals must address firewall needs either by continuing management of the existing on-premise firewall or by providing a new firewall. A new firewall must replicate all existing firewall functionality, including management of statically assigned public IP addresses and rule-based traffic blocking/forwarding.

If the Vendor does not provide basic firewall protection as a standard component of the Vendor's Internet Access service, the Vendor can propose a Managed Internal Broadband Service (E-Rate Category 2 Service), but must indicate the type of E-Rate service being proposed and provide the same functionality as identified above. **Hunter understands and will comply with said request. We will upgrade to a Sonos Firewall to continue the existing firewall protection that is in place today. This also will give Hunter more management options for your continued protection.**

JCLD also requests proposals for a backup firewall option that would provide protection should the regular service fail. This service/equipment would not be submitted for E-Rate funding. **Hunter under standards and will comply with this request and offer this in the pricing table offered.**

### **SOLUTION C: LAN SWITCH REFRESH**

JCLD desires to replace its current switches (Adtran NetVanta 1638p and Adtran NetVanta 1544) with new switches at every branch location. JCLD prefers to purchase a single switch type for all branches to provide better consistency of service throughout the Library District. JCLD also desires to add additional switches at several branch locations. **Hunter will propose a Customer Premise Equipment upgrade within this proposal. Hunter also recognizes that most equipment is usually through a C2 Category ERate 470 Submittal, if required.**

JCLD desires switches that are backward compatible with existing systems, routing/switching capable with multi-cast support to all locations, QoS and PoE+ capable. They must be copper or fiber backbone capable. JCLD is NOT requesting a specific product brand, however, an example of such a switch is the Cisco® Catalyst® 9300 Series. Any equivalent manufacturer solutions may be proposed.

The current number of switches at each site are listed below, along with the requested additional units:

Location	Existing	Additional	Total
Applegate	1		1
Ashland	2	1	3
Butte Falls	1		1
Central Point	1	1	2
Eagle Point	1		1
Gold Hill	1		1
Jacksonville	1		1
Medford	7	2	9
Phoenix	1		1
Prospect	1		1
Rogue River	1	1	2
Ruch	1		1
Shady Cove	1		1
Talent	1		1
White City	1	1	2
<b>Total</b>	<b>22</b>	<b>6</b>	<b>28</b>
Note: Medford has 3 fiber inter-connected network closets.			

JCLD desires a fully-operational proposal that includes all components needed and professional installation and configuration. Proposers shall quote the cost of the switches and installation/configuration separately. The Proposer must provide qualified technical staff who have current, relevant industry and/or manufacturer certifications, and qualified project management staff to ensure a successful implementation. Proposers must be able to demonstrate a track record of successful implementation of similar networks. **As JCLD current provider we feel that we have demonstrated this since the last RFP awarded response and will continue that performance as indicated.**

**SOLUTION D: MANAGED INTERNAL BROADBAND SERVICE and BASIC MAINTENANCE OF INTERNAL CONNECTIONS**

JCLD is seeking a provider of Managed Technology Services for the LAN Switches above, at all locations, including both remote and on-site services. It is expected that some of these services will fall into the E-Rate Category 2 Basic Maintenance of Internal Connections (BMIC) and some will fall into the E-Rate Category 2 Managed Internal Broadband Services (MIBS). Bidders are expected to identify each type of service they are quoting - BMIC or MIBS - in their bid response. **Hunter currently being JCLD provider has demonstrated both BMIC & MIBS as a hybrid solution and will continue to service and demonstrate these protections in Category 2. We feel with the hybrid solution gives us the best protection from a Service Provider approach from managing the transport, the managed firewall protection and the managed switch on the customers LAN is a Full Turnkey solution.**

Monitoring/Maintenance: Basic Monitoring (24/7 monitoring of power, network availability, CPU and memory utilization, and temperature, as relevant, with reporting as problems arise) and Basic Management and Maintenance services to ensure that network equipment is operating properly and continuously (24/7 monitoring, collection, and diagnosis of performance statistics, alarms, and alerts, with monthly/quarterly review and reporting; periodic (e.g. semi-annual) software patching including bug fixes and security patches, as needed; asset management; periodic configuration backup (e.g. annual); reconfiguration or replacement of failed equipment.) **Hunter has and will continue to support all said monitoring and maintenance 24x7 as indicated above.**

Service Level Agreement: The Library District requires the following minimum service levels: Normal

Business Hours shall be considered to be 8 AM PST – 8 PM PST, Monday – Friday, or better. The Library District requires a formal document advising District of the Service Provider’s repair escalation process. The Library District expects a dedicated repair number, a “ticket” number, and a repair status every 2 hours, including a callback when the repair item is resolved. If the repair issue is not resolved within 8 business hours, the Library District expects a prorated service credit. **Hunter understands and you can find our SLA on page 34-35 with details on escalations. An escalation list of contacts on page 41.**

Service Priority 1: Entire site or major system is nonfunctional: Time to open a ticket and assign staff, 30 minutes from discovery of the problem by vendor or request for service from the Library District; time to begin remote work, 2 hours from discovery of the problem by vendor or request for service from the Library District; time to begin on-site work, 4 hours from discovery of the problem by vendor or request for service from the Library District. **Hunter has read, understands, and will comply.**

Service Priority 2: Partial site or major system nonfunctional or function significantly degraded: Time to open a ticket and assign staff, 2 hours from discovery of the problem by vendor or request for service from the Library District; time to begin remote work, 4 hours from discovery of the problem by vendor or request for service from the Library District; time to begin on-site work, 8 hours from discovery of the problem by vendor or request for service from the Library District. **Hunter has read, understands, and will comply.**

When the Service Provider receives notification of a problem, the Service Provider will log the issue including the date and time the issue was first noted, the time a technician was assigned and/or dispatched, time on remote access/support or on-site, and the time the equipment or service is restored to full operation. Service Provider will supply these logs to Library District within five (5) working days of resolving the problem. **Hunter has read, understands, and will comply. This will be listed as an SLA on the agreement so that it is noted throughout our system in the event of an occurrence.**

Service Provider will conduct scheduled repairs and upgrades during off-hour periods not affecting Library operation or use of technology in the branches. All scheduled repairs will be subject to notification of the Library District’s representative in advance. Service Provider will coordinate all repairs involving access to library facilities in advance with the Library District’s designated contact(s). **Hunter has read, understands, and will comply.**

### Section 3: Proposal Evaluation Process

Upon receipt of proposals, JCLD will convene a committee to evaluate proposals using the following Proposal Evaluation Matrix.

Factor	Points Available	Vendor 1	Vendor 2	Vendor 3
Cost of eligible goods and services	30			
Prior experience including past performance	25			
Management Capability / One-Source Solutions*	20			
Personnel Qualifications / Technical Solution	10			
Ineligible cost factors	10			
Local vendor	5			
<b>Total</b>	<b>100</b>			

*\*, i.e., the ability to provide WAN circuit connectivity end-to-end without the use of a 3<sup>rd</sup> party; or the ability to provide switch equipment and installation/configuration without the use of multiple sub-contractors*

JCLD reserves the right, after the proposal deadline has passed, to seek additional information in order to make an informed recommendation to the Library Board for consideration. The Selection Committee will then submit a recommendation to the Library Board for consideration. JCLD may undertake negotiations as permitted by OAR 137-047-0600(3)(b). If a contract(s) is awarded as a result of this RFP, JCLD will award the contract to the proposer whose proposal will best serve the interests of JCLD, based upon scoring and negotiation results. **Hunter has read and understands.**

## **Section 4: Instructions to Proposers**

### **4.1 General**

Proposers shall study carefully and conform to these “Instructions to Proposers” so that their proposals will be regular, complete and acceptable. **Hunter has read and understands.**

### **4.2 Proposals**

All proposals shall be typed and must comply in all regards with the requirements of this solicitation. All proposals must include a completed **Proposer’s Response Form**, which is attached hereto as **Attachment A**. **Hunter understands, See pages 16-17.**

### **4.3 Submission of Proposals**

One (1) electronic copy of the proposal, which must include a completed **Proposer’s Response Form (Attachment A)**, must be emailed to the SPC at [imarston@jcls.org](mailto:imarston@jcls.org) before the RFP closes. The email subject line should reference RFP#400-0209-21 (E-Rate Services). PDF files are preferred, but Word and Excel files will be accepted. **Hunter has read and understands submission of proposals.**

### **4.4 Receipt and Opening of Proposals**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened. **Hunter understands.**

No responsibility will be attached to any official of the JCLD for the premature opening of, or the failure to open, an emailed proposal not properly addressed and identified. **Hunter understands.**

### **4.5 Withdrawal of Proposals**

Any proposals may be withdrawn prior to opening, pursuant to OAR 137-047-0440.

Proposers’ proposals shall be valid for at least 180 days from RFP opening. The expiration date must be included in proposal. **Hunter understands and the Expiration date will be noted on the pricing sheet, Exhibit.**

### **4.6 Modification**

Any proposer may modify its proposal per OAR 137-047-0440 by registered communication at any time

prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened. **Hunter understands.**

#### **4.7 Acceptance or Rejection of Proposals**

Any evidence of collusion between proposers may constitute cause for rejection of any proposals so affected. In the award of the contract, JCLD will award the contract to the proposer whose proposal is deemed best for the public good. JCLD reserves the right to accept or reject any or all proposals.

**Hunter understands.**

#### **4.8 Nondiscrimination**

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

**Hunter has read, understands, and agrees.**

#### **4.9 Expenses Associated with Response**

The Jackson County Library District will not be responsible for any expenses incurred in preparing and submitting a proposal. All proposals shall supply a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this request. **Hunter understands.**

#### **4.10 Specifications Limiting Competition**

Proposers may protest the procurement process or provisions of this RFP pursuant to OAR 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "Solicitation Protest – RFP#400-0209-21 (E-Rate Services)" and emailed to the SPC. **Hunter understands.**

Such comments shall be submitted to JCLD no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time. **Hunter understands.**

#### **4.11 Employees Not to Benefit**

No employee or elected official of JCLD shall be permitted to receive any share or part of this contract or any benefit that may arise there from. **Hunter understands.**

#### **4.12 JCLD Furnished Property**

No material, labor or facilities will be furnished by JCLD unless otherwise provided for in the RFP. **Hunter understands.**

#### 4.13 Protest of Award

The award of the Contract(s) by JCLD's Board of Directors shall constitute a final decision of JCLD to award the contract(s) if no written protest of the award is filed pursuant to OAR 137-047-0740 with JCLD within SEVEN (7) calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of JCLD only upon issuance of a written decision denying the protest and affirming the award. JCLD will not entertain a protest submitted after the time period established in this Section.

Hunter has read and understands.

#### 4.14 Reserved Rights

JCLD reserves the right:

- A. To cancel this Request for Proposal or reject any or all proposals at any time prior to an award. JCLD is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Hunter understands.
- B. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements. Hunter understands.
- C. To reject for good cause any or all proposals upon JCLD's written finding that it is in the public interest to do so. Hunter understands.
- D. To reject any and all proposals not meeting or differing from the specifications set forth herein. Hunter understands.
- E. To waive any or all informalities in the proposals submitted. Hunter understands.
- F. To consider the competency and responsibility of proposers in making any awards. Hunter understands.
- G. To solicit additional information or proposal clarification from the proposers, or any one proposer, should JCLD deem such information necessary. Hunter understands.
- H. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with OAR Rule 137-046-0300. Hunter understands.
- I. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers. Hunter understands.
- J. To extend the deadline for submitting proposals, in accordance with OAR 137-047-0430(3). Hunter understands.
- K. To negotiate additions or deletions to equipment and/or services. Hunter understands.

#### 4.15 No Waiver of Legal Rights

JCLD shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. JCLD shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract. Hunter has read and understands.

Neither the acceptance by JCLD, nor any representative of JCLD, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by JCLD, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract. **Hunter has read and understands.**

#### **4.16 Negotiation**

JCLD may negotiate specification modifications and the contract price as permitted by JCLD's public contracting rules. **Hunter understands.**

### **Section 5: Contract Award**

Submittal of a proposal evidences proposer's intent to execute and be bound by the terms of the attached contract, which is attached hereto as **Attachment B**, and the ORS Chapter 279B Public Contracting Requirements for the Purchase of Goods and Services, which is attached hereto as **Attachment C**. JCLD will enter into contract negotiations regarding any open terms with the highest ranked proposer. During negotiations JCLD may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If JCLD is unable to come to terms with the highest rated proposer, discussions shall be terminated and negotiations will begin with the next highest rated proposer. JCLD may reject any and all proposals. **Hunter has read and understands.**

#### **ATTACHMENTS**

1. Attachment A – Proposer's Response Form (**submit completed form with proposal**)
2. Attachment B – Goods and Services Contract
3. Attachment C – ORS Chapter 279B Public Contracting Requirements



**ATTACHMENT A:  
PROPOSER'S RESPONSE FORM**

**PROPOSER QUALIFICATIONS**

1. Company Name: Hunter Communications & Technologies LLC
2. Principal Address: 801 Enterprise Dr, Central Point, OR97502
3. Telephone: 541-772-9282
4. Fax: 541-727-3066
5. FCC E-rate SPIN Number: 143009331
6. Business Organization (Check One)  
 Corporation, incorporated in the State of Oregon  
 Other (partnership, etc.) Explain
7. Parent Company (if any): N/A
8. Affiliated telecommunications related companies: N/A
9. Are you registered with the Oregon Public Utilities Commission to do business in Oregon? Yes
10. Are you a resident proposer, as defined in ORS 279A.120? Yes  No   
If not a resident, proposer's resident state is \_\_\_\_\_.
11. Do you have an Oregon office?  
If yes, contact person: Michelle Anderson/ Keith Grunberg  
Title: E-Rate Specialist / Sales Admin Director of Carrier, Government & Wholesale  
Office Location: 801 Enterprise Dr. Central Point, OR 97502  
Telephone: 541-772-9282  
Fax: 541-727-3066  
E-mail: [MANDERSON@HUNTERFIBER.COM](mailto:MANDERSON@HUNTERFIBER.COM)  
[KGRUNBERG@HUNTERFIBER.COM](mailto:KGRUNBERG@HUNTERFIBER.COM)
12. In separate attachments, please provide the following backup information, which will help us in our qualification process: most recent annual report, audited financial statement, biographies of corporate officers and/or major decision makers, and your standard promotional package.

Promotional packages can be found on our website <https://hunterfiber.com/>. See Page 38 for Staff information & audited financial information is attached with RFP in file named Audited Financial.

The undersigned, through the formal submittal of this proposal response, declares that proposer has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish compatible goods and services in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By proposer's signature below, proposer hereby represents as follows:

- (a) That no Director, officer, agent or employee of Jackson County Library District (JCLD) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of JCLD, its Directors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) The proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
  - 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
  - 4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.
  - 5. All costs required to deliver the proposed solution have been included in the proposal. By submitting a proposal, the proposer certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all special construction costs. JCLD SHALL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN YOUR PROPOSAL. All charges for overtime, installation, shipping, et cetera, must be included in your costs.
  - 6. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Exhibit C.

**All of the information provided on this statement and any backup documentation is true and accurate to the best of my knowledge.**

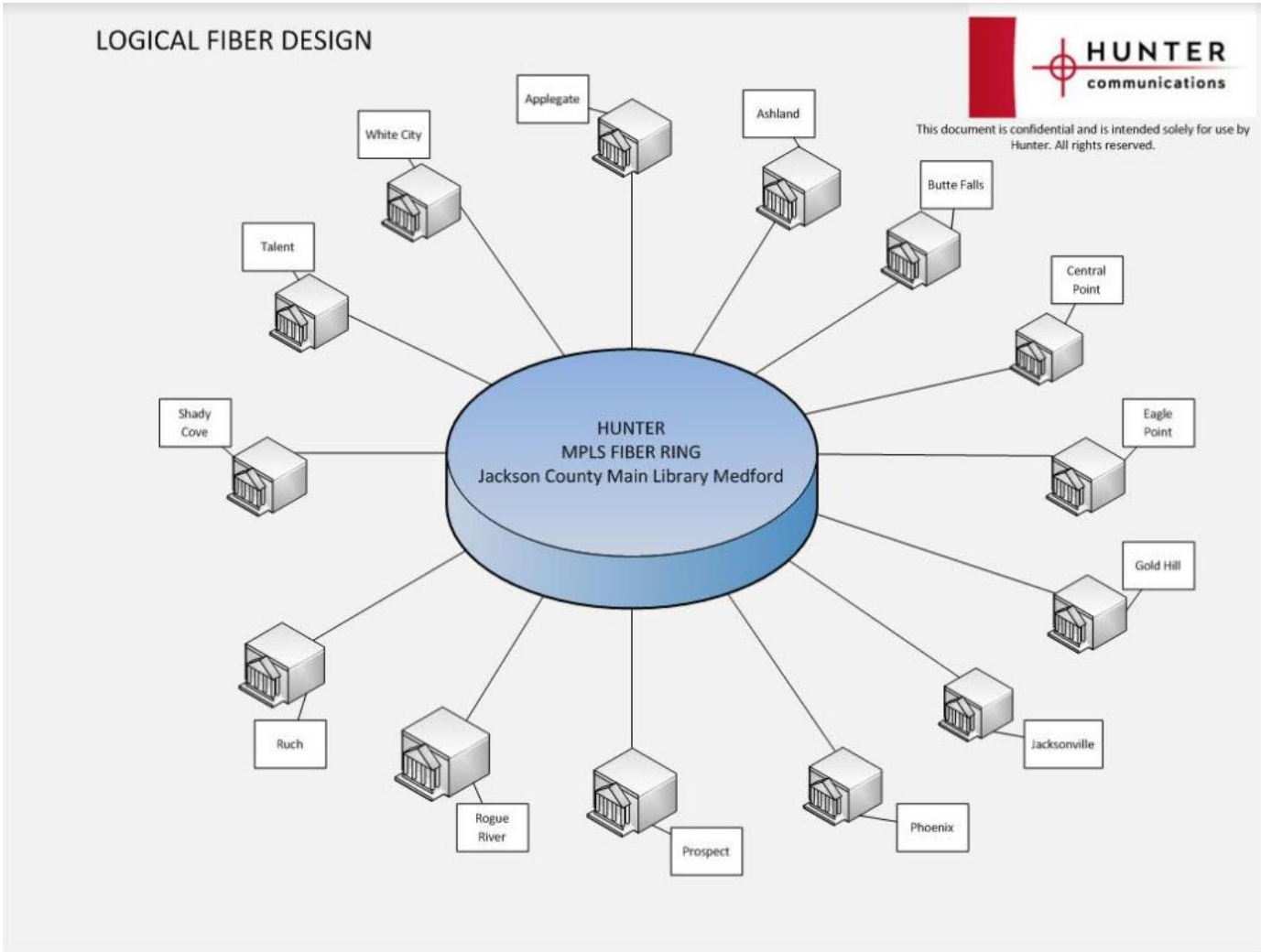
DocuSigned by:  
Signature: Sam Ackley Title: COO  
51010F53A466429...  
Print Name: Sam Ackley Date: 2/8/2021

**PROPOSER BACKGROUND – Additional Information:**

1. How large is your current client base?
  - a. Percent Residence Less than 5%
  - b. Percent Business 95%
2. Name, title, telephone, email, etc. for primary contacts for the proposal  
Michelle Anderson – E-Rate Specialist / Sales Admin, 541-414-1446, [Manderson@hunterfiber.com](mailto:Manderson@hunterfiber.com)  
Keith Grunberg – Government & Wholesale Services, 530-819-7885, [kgrunberg@hunterfiber.com](mailto:kgrunberg@hunterfiber.com)
3. Is your company currently for sale or involved in any transactions to expand or to be acquired by another organization? If so, explain. **No**
4. Has your company been involved in a merger, acquisition, or reorganization in the last five years? If so, describe. **Yes, Hunter Communications & Technologies LLC. merged in 2020 with Grain Investments to better service our customer's needs.**
5. Number of years in businesses related to the systems and services outlined in this RFP.  
**Hunter Communications and Technologies LLC dba Hunter Communications Inc. has been in business for 25 years.**
6. Company-wide annual sales volume. **Please review the audited information attached with RFP.**
7. Number of employees. **Approximately 105**
8. Would we have an account team assigned to JCLD? **Yes, on #2 above, we also have 24/7 365 days a year NOC support.**
9. Describe the members of the team and each person's responsibilities.  
**Michelle Anderson, E-Rate specialist, and Sales Administrator. Keith Grunberg Director collaborates closely with Carrier, Wholesale, Government & Educational accounts.**
10. How many customers does this account team handle? **50**
11. Would the account team be local? **Yes, we are a local provider, and all point of contacts are local.**
12. Provide an escalation list for the account team, with names, telephone numbers, and email addresses. **Please see page 41 with list of escalations.**
13. For routine orders and changes, who do we contact? **Michelle Anderson or Keith Grunberg**
14. Do you have your own service staff? **Yes**, if so, how many local technicians do you have? **12**
15. What is the location of the service staff? **801 Enterprise Dr Central Point, OR 97502**
16. Are the technician's subcontractors? **No, Hunter does not use sub-contractors.**
17. What hours are the technicians available? **24/7 365 Days a year**
18. Describe how technicians can be reached. **Email or phone.**
19. How many technicians do you have on call? **5**

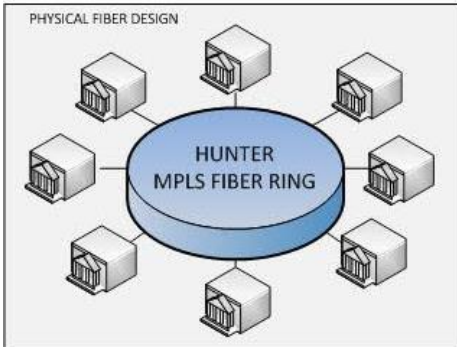
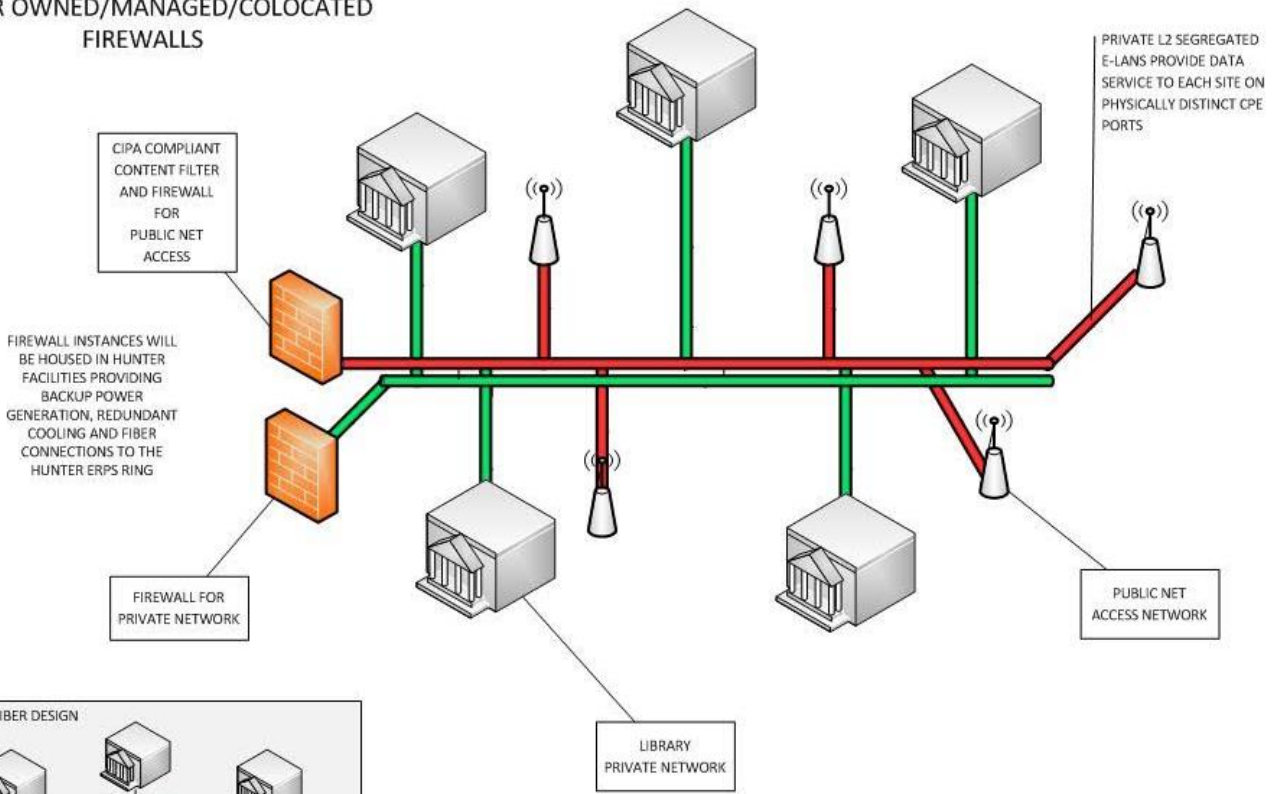
20. Who will be responsible for coordination of the installation? **You will be assigned a Project Coordinator who will collaborate closely with you on installation or upgrade dates.**
21. How do we contact this person? **You will be able to reach them by direct line or email.**
22. What type of status reporting is provided during the installation process? **You will work with your Project Coordinator during this time, via phone and email. Upon installation or upgrade the PC will work with you daily to accomplish the tasks set around JCLD schedule.**
23. How do we open a trouble ticket? **[NOC@hunterfiber.com](mailto:NOC@hunterfiber.com) or phone at 541-772-9282**
24. When opening a trouble ticket, will the person taking the call have access to a customer's specific account information, such as a list of people authorized to place tickets, specific customer procedures, et cetera? **Correct, we will have you fill out a "Customer Proprietary Network Information" (CPNI) form and you must be listed as a contact in order to get any account information.**
25. After normal business hours, are trouble calls transferred to a different, centralized callcenter? **We have an on-call technician available.**
26. If so, does this call center have access to specific information about each customer's account? **Yes, they will have information on your account, but you must be listed as a contact on your account in order to receive pertinent information.**
27. Does your call center have the ability to perform remote diagnostics? **Yes**
28. What are your escalation procedures for trouble tickets? **During Business hours immediately to 1-hour, after hours, 2-hours. Holidays 2-4 hours.**
29. What are your procedures for providing status information and problem resolution timeframes to the customer? **Hunter will reach out to the customer within the first hour via phone call.**
30. List of subcontractors (if any) and their expected role. **No sub-contractors will be used.**
31. What is your timeline for bringing all sites online? (Note: Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.) **We can have all sites online by the date July 1<sup>st</sup>, 2021. Any upgrades will be scheduled with JCLD at their convenience.**
32. Include a network diagram for each response/proposed solution. **See page 20-21**
33. What sets your solution(s) and service levels apart from that of other vendors? **We are a local provider with staff available 24/7, 365 days a year. Hunter has demonstrated over the years to be the best in customer service experience in responsiveness and how we manage and protect your current networking needs.**
34. Customer references
  - a. For each solution proposed, provide 3 references who can accurately reflect system performance and company support. References should include similar installations in terms of size, complexity, bandwidth, and traffic levels. **See Page 40**

# WAN Network Diagram



# Internal Network Diagram

HUNTER OWNED/MANAGED/COLOCATED  
FIREWALLS



This document is confidential and is intended solely for use by Hunter. All rights reserved.

ATTACHMENT B:

**JACKSON COUNTY LIBRARY DISTRICT  
CONTRACT FOR GOODS & SERVICES**

BASED UPON the proposal submitted in response to the Request for Proposals (RFP) for E-rate Services, as issued by the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called "District", and Hunter Communications & Technologies LLC hereinafter called "Contractor" hereby enter into a contract for the purchase of goods and services in accordance with the specifications and proposal provided.

**1. CONTRACTOR'S INFORMATION**

NAME: Hunter Communications & Technologies LLC

ADDRESS: 801 Enterprise Dr, Central Point, OR 97502

CITIZENSHIP: United States

Non-resident alien:  Yes  No

Federal Tax ID Number: 93-1144131

(Contractor must provide Federal TID number)

Oregon Business License # CLE# 15-237CLE

This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

**2. DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE**

**Exhibit B – Scope of Services:** Contractor's Proposal dated 2/8/2021.

**3. COMPENSATION**

- a. Compensation. Contractor shall provide materials and services stated in the pricing and discount schedules as show in Contractor's Proposal, Exhibit B. District will pay for materials and services upon delivery and acceptance, if satisfied, in District's sole discretion.
- b. Invoices. Payments shall be based upon Contractor's invoices submitted to District, detailing the order's fees and costs, as specified in Exhibits A and B. Billings shall be sent to Jackson County Library District, Attention: Accounts Payable, 205 South Central Avenue, Medford, OR 97501.
- c. Payments.
  - i. District will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice, materials or services. If there are no such disputes, District shall pay the invoice amount in full within thirty (30) days of invoice date.

- ii. If District fails to make any payment due Contractor for materials and services within thirty (30) days of the date on Contractor's invoice, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

#### **4. EFFECTIVE DATE AND DURATION**

This Contract shall become effective on July 1, 2021. Unless earlier terminated or extended, this contract shall expire on June 30, 2024 or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured. At the District's discretion, this contract may be extended with voluntary 1-year contract extensions up to two additional years, starting on July 1 and ending on June 30 of each funding year for recurring services.

#### **5. CONTRACT DOCUMENTS**

This contract between the parties consists of this Contract for Goods and Services, Request for Proposals (**Exhibit A**), Contractor Proposal - Scope of Work (**Exhibit B**), and Oregon Public Contracting Requirements for Goods and Services contracts (**Exhibit C**), which contain all the terms and conditions of the contract. In the case of a conflict, terms of this Contract shall prevail, followed by Exhibit C, then Exhibits A and B, in that order.

#### **6. AMENDMENTS**

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

#### **7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS**

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified below in paragraph 25.
- c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

#### **8. SUBCONTRACTS AND ASSIGNMENT**

Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without District's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities



located outside the United States must be called to the specific attention of District. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

## **9. SUCCESSORS AND ASSIGNS**

Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of District given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

## **10. NO THIRD-PARTY BENEFICIARIES**

District and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

## **11. FUNDS AVAILABLE AND AUTHORIZED**

District has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the District's fiscal year budget. Contractor understands and agrees that District's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on District appropriations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the District has insufficient appropriations, limitations or other expenditure authority, District may terminate this contract without penalty or liability to the District, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

## **12. TERMINATION**

- a. Mutual Consent or No Cause. This contract may be terminated at any time by mutual consent of both parties or upon 30 days' written notice by either party.
- b. For Cause. District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
  - i. If District funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- c. For Default or Breach.
  - i. Either District or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing

the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

- ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. District, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.
- iii. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

### **13. REMEDIES**

As required by ORS 279B.060(2)(h), the District must specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this Contract. Those consequences may include, but are not limited to:

- a. Reduction or withholding of payment under this Contract;
- b. JCLD's right to require Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by this Contract; and
- c. District's rights, which District may assert individually or in combination, to declare a default of the resulting Contract, to terminate the Contract, and to seek damages and other relief available under the Contract or applicable law.

### **14. RECORDS MAINTENANCE; ACCESS; OWNERSHIP OF WORK PRODUCT; LICENSE**

- a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.
- b. Ownership of Work Product; License. All work products of the Contractor that result from this contract ("the work products") are the exclusive property of the District. In addition, if

any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.

#### **15. COMPLIANCE WITH APPLICABLE LAW**

Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) All regulations and administrative rules established pursuant to the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS Chapter 279A, B, and C, which are incorporated by reference herein.

#### **16. FOREIGN CONTRACTOR**

If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

#### **17. GOVERNING LAW; JURISDICTION; VENUE**

This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the District (and/or any other entity or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by District of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

#### **18. WARRANTY**

Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials and services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by District shall not alter or affect the obligations of Contractor or the rights of District.

## 19. INDEMNITY; INSURANCE

- a. Indemnity. Insurance provided by contractor will be primary and non-contributory over any other insurance provided to the Additional Insured. Contractor shall defend, save, hold harmless, and indemnify Jackson County Library District and its elected officials, officers, agents, contractors, employees, and volunteers from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Insurance. Contractor shall at its own expense provide the following insurance:
  - i. **Worker's Compensation** insurance in compliance with ORS 656.017.
  - ii. **General Liability** insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$5,000,000. It shall include contractual liability coverage for the indemnity provided under this contract.
  - iii. **Network Security and Privacy Liability** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by District or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for JCLD or on behalf of JCLD hereunder. The policy shall include coverage for third party claims. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement.
  - iv. **Technology Errors & Omissions Insurance** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.
- c. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the District.
- d. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract.
- e. Additional Insured. Contractor shall name Jackson County Library District, and its elected officials, officers, agents, employees, and volunteers as Additional Insureds on all insurance policies required herein, except Worker's Compensation, but only with respect to Contractor's services to be provided under this Contract. A copy of the Additional Insured Endorsement

must be provided to the District with the Certificate of Insurance. The certificate will specify all of the parties who are Additionally Insured. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**20. FORCE MAJEURE**

Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District’s or Contractor’s reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

**21. 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.

**22. WAIVER**

The failure of District to enforce any provision of this contract shall not constitute a waiver by District of that or any other provision.

**23. EXECUTION AND COUNTERPARTS**

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**24. PRIOR APPROVAL REQUIRED**

Approval by the Jackson County Library District’s Board of Directors is required before any work may begin under this contract.

**25. NOTICE**

Notices required by this contract must be given in writing by personal delivery or mail at the following addresses unless some other means or method of notice is required by law:

Jackson County Library District  
205 South Central Avenue  
Medford, OR 97501

Contractor Name  
Contractor Address  
Contractor City State Zip

Each party will notify the other of any change of address.

**26. MERGER CLAUSE**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS

CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**27. CERTIFICATIONS/REPRESENTATIONS:**

Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it) and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to District that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume 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.

DocuSigned by:  
*Sam Ackley*  
Contractor

2/8/2021

(Date)

**IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:**

CONTRACTOR

DocuSigned by:  
Sam Ackley 2/8/2021  
Contractor 06429... (Date)

Title: COO

JACKSON COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Board President (Date)

*Approved as to legal sufficiency:*

\_\_\_\_\_  
Jacquelyn Bunick (Date)

**ATTACHMENT C:**

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS  
FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).





- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*) ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

Hunter had read, understands, and will comply with Public Contracting Requirements.



**February 2020**

**Proponent Information**

**Corporation Name:** Hunter Communications & Technologies LLC  
**Primary Address:** 801 Enterprise Drive, Central Point, OR 97502  
**Secondary Address:** 1752 S. Oregon Street, Yreka, CA 96069  
**Primary Telephone Number:** 541.772.9282  
**Primary Fax Number:** 541.727.3066  
**SPIN/498 Number:** 143009331  
**FCC Number:** 825475  
**California Utility Number:** U7281C  
**California Contractors Number:** 540835  
**California CTF #:** *Pending*

**Primary Contact:** Keith Grunberg  
Email: [Kgrunberg@hunterfiber.com](mailto:Kgrunberg@hunterfiber.com)  
503-819-7885

**Secondary Contact:** Michelle Anderson  
Email: [Manderson@hunterfiber.com](mailto:Manderson@hunterfiber.com)  
541-414-1446



## Attachment 'A'

to the Hunter Communications Internet / Intranet Service Agreement  
Vol.9.3.4 - QUO-02137-YC3TR - V.0 – 1/01/2020

### Hunter Communications Service Level Agreement R1.15

#### 1. Hunter Backbone SLA

These Hunter Communications (Hunter) Backbone Service Level Agreements (SLAs) provide Customers with certain rights and remedies regarding the performance of the Hunter Backbone (as defined below). These Hunter Backbone SLAs apply only to the Hunter fiber optic transit and transport services. Notwithstanding the foregoing, these Hunter Backbone SLAs do not apply to services such as, by way of example but not limitation, remote side VPN or Dial-up access services.

#### 2. Definitions

For purposes of these Hunter Backbone SLAs, the following terms have the meanings set forth below:

- "Hunter Backbone" means Hunter owned and operated Internet Protocol (IP) routing, and Layer 2 transport infrastructure.
  - "IP Transit Backbone" means backbone connections purchased from other network service providers such as Qwest, Verio, etc for the purposes of transiting IP traffic from the core Hunter network to and from the Internet.
  - "Network Outage" means an instance in which no traffic can pass in or out of the Selected POP through which Customer connects to the Hunter Backbone for more than 15 consecutive minutes.
  - "Latency" means the average time required for round-trip packet transfers between Selected routers on the selected portions of the Hunter Backbone during a calendar month, as measured by Hunter.
  - "Packet Loss" means the average percentage of IP packets transmitted between Selected routers during a calendar month that are not successfully delivered, as measured by Hunter.
  - "Average Jitter" means the average variation in delay for packet transfers between Selected routers during a calendar month, as measured by Hunter.
  - "Maximum Jitter" means the maximum variation in delay for packet transfers between Selected routers, as measured by Hunter.
  - "Base Fee" consists solely of the base monthly fee paid by Customer for the affected Hunter service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under Hunter's standard rates, hourly support charges, and other types of optional additional services.

For Customers of Hunter Fiber transit and transport services, the Base Fee may include just the base monthly access or bandwidth fee paid by a Customer.

#### 3. Summary of Hunter Backbone SLAs

As described in more detail below, these Hunter Backbone SLAs provide commitments based upon goals in four key areas:

- The Hunter Backbone available to Customer free of Network Outages 100% of the time.
- Latency of the Hunter Backbone of (i) 45 milliseconds or less.
- Packet Loss of the Hunter Backbone of 0.1% or less.
- Average Jitter on the Hunter Backbone of 500 microseconds or less; and Maximum Jitter not to exceed 10 milliseconds more than 0.1% of the time.

#### 4. Hunter Backbone Availability

Hunter's goal is to make the Hunter Backbone available to Customer free of Network Outages 100% of the time.

Subject to Sections 9 and 10 below, upon Customer's request, Hunter will issue a credit to Customer for Network Outages in an amount equal to one day's worth of the Base Fee paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such Network Outages during a particular month.

#### 5. Hunter Backbone Latency

Hunter's goal is to keep latency on the Hunter Backbone to (i) 45 milliseconds.

Subject to Sections 9 and 10 below, if Latency on the Hunter Backbone, as applicable, for a calendar month exceeds the

time frame set forth above for the applicable portion of the Hunter Backbone, Hunter will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for such month.

The terms of this Hunter Backbone SLA related to Latency will take effect the first full calendar month after Customer's first use of the Hunter Backbone



## 6. Hunter Backbone Packet Loss

Hunter's goal is to keep Packet Loss on the Hunter Backbone to 0.1% or less. If Packet Loss on the Hunter Backbone exceeds 0.1% during a calendar month, Hunter will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for such month.

The terms of this Hunter Backbone SLA relating to Packet Loss will take effect the first full calendar month after Customer's first use of the Hunter Backbone.

## 7. Hunter Average and Maximum Jitter

Hunter's goal is to keep Average Jitter on the Hunter Backbone to 500 microseconds or less; and for Maximum Jitter not to exceed 10 milliseconds more than 0.1% of a calendar month. Subject to Sections 9 and 10 below, if Average Jitter on the Hunter Backbone exceeds 500 microseconds; or if Maximum Jitter exceeds 10 milliseconds more than 0.1% of a calendar month, Hunter will issue a credit to Customer equal to one day's worth of the Base Fee paid by Customer for such month.

The terms of this Hunter Backbone SLA relating to Jitter will take effect the first full calendar month after Customer's first use of the Hunter Backbone.

## 8. Measurement

Hunter will periodically (on average every 15 minutes) measure the Hunter Backbone at Selected routers using software and hardware components capable of measuring traffic and responses at such Selected routers. Customer acknowledges that not every router may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer's packets, and that such measurements constitute measurements across the Hunter Backbone but not other networks to which Customer may connect. Hunter reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer.

## 9. Exceptions

Customer shall not receive any credits under these Hunter Backbone SLAs in connection with any failure or deficiency of the Hunter Backbone caused by or associated with:

1. Circumstances beyond Hunter's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Hunter Backbone SLAs;
2. Failure of access circuits to the Hunter Backbone, unless such failure is caused solely by Hunter;
3. Scheduled maintenance and emergency maintenance and upgrades;
4. DNS issues outside the direct control of Hunter;
5. False SLA breaches reported as a result of outages or errors of any Hunter measurement system; or
6. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Hunter Backbone or Hunter services in breach of Hunter's Terms and Conditions of Service or Hunter's Acceptable Use Policy.

## 10. Credit Request and Payment Procedures

In order to receive a credit, Customer must make a request in writing (email is sufficient) to their sales representative. Each request in connection with a Network Outage must be received by Hunter within seven days of the Network Outage and must be confirmed by Hunter's measurements of the Hunter Backbone. Hunter must receive each request in connection with Latency or Packet Loss in a calendar month within seven days after the end of such month.

Each valid credit will be applied to an invoice of Customer within two billing cycles after Hunter's receipt of Customer's request, therefore. Credits are exclusive of any applicable taxes charged to Customer or collected by Hunter.

Notwithstanding anything in this Hunter Backbone SLA to the contrary, the total amount credited to a Customer in connection with Network Outages, Latency, Jitter and Packet Loss in any calendar month will not exceed the Base Fee paid by Customer for such month.

## 11. Reporting Outages

All outages should immediately be reported to 1-800-939-6336. This number is staffed 24x7 and will provide immediate notification to the correct technician.

**12. Response Time** In the event of a service outage deemed to be at the Hunter service level, Hunter will have a technician investigating the issue within 4 hours of notification.



## **Professional Qualifications and Experience<sup>1</sup>**

Hunter Communications is a Southern Oregon based Telecommunications Company, facilities-based CLEC (competitive local exchange carrier) and ISP (internet service provider) with offices and facilities located throughout the State of Oregon and Northern California, including Grants Pass, Medford, Central Point, Klamath Falls, Portland, Eugene, Veneta, Oakridge, Cave Junction, Lakeview, Yreka, Malin, Weed and Shasta. Since 1994, Hunter Communications has been involved in a variety of cabling and installation services to customers in Northern California, Oregon and the Pacific Northwest at large. Hunter began building Southern Oregon's only local fiber optic Metropolitan Area Network (MAN) in 1999-2000, and currently satisfies high bandwidth and voice service needs throughout Lane, Jackson, Josephine, Klamath, Lake, Siskiyou, Modoc, and Shasta County (with construction and other services available throughout the region).

Hunter Communications is a full-service low voltage electrical and limited energy contractor, providing aerial and underground fiber construction, network cabling, design, engineering, and product management. Hunter specializes in providing wide area network services, middle mile, and last mile connectivity, and maintains joint-use and right of way agreements/relationships with virtually all jurisdictional/permitting authorities operating in the area. Hunter's pure fiber backbone (the largest, privately held fiber optic network in the State of Oregon) and last mile infrastructure connects Oregon's and Northern California's Educational Systems, Healthcare Facilities, Financial Institutions, City and County Governments, and Businesses of all sizes to a dependable, commercial grade communications network. Hunter, utilizing a Class-5 switch, also has the capability to provide enterprise level voice service, which combined with our all-fiber optic 10Gb backbone provides an extraordinary platform with the ability to fulfill a complete array of telephone service needs.

Hunter services numerous municipalities, emergency service providers and health care facilities, including the City of Medford (including the City of Medford Fire-Rescue and Police Department), the City of Central Point (including City of Central Point Police Department), the City of Ashland and Ashland Fiber Network, the City of Klamath Falls, Klamath County, Emergency Communications of Southern Oregon, Asante Rogue Valley Medical Center and Three Rivers Community Hospital, the State of Oregon, Oregon Dept. of Transportation, Oregon State Police, Dept. of Veterans Affairs, Jackson County (including Jackson County Sheriff and multiple wireless systems including free community wireless hotspots), Josephine County and the Lane Council of Governments. Hunter has recently completed a large-scale fiber optic build throughout Lane County and also provides data and voice services in these communities. In addition, Hunter's fiber network also supports eleven public School Districts (including more than 100 individual school sites), three private schools, the Lane Education Service District (LES), the Southern Oregon Education Services District (ESD), Southern Oregon University, Rogue Community College (including the SOU/RCC Higher Education Center), the Network for Education and Research in Oregon (NERO), which includes the University of Oregon and Oregon State University, and the Oregon Institute of Technology. An estimated 95%+ of the existing municipalities and educational institutions in Jackson, Josephine, Klamath and Lake County utilize Hunter telecommunications services. Again, Hunter expanded those services to communities throughout Lane County in early 2013. Some of the fiber builds required to supply said services have been partially funded by grants received as part of the Broadband Technology Opportunities Program (BTOP). Contact Hunter for additional details and/or documentation on any projects or services.

Hunter's experienced telecommunications construction crews (both aerial and underground) provide a wide range of construction services throughout the Pacific Northwest (from Seattle, WA to Redding, CA). All construction vehicles and equipment are Hunter owned and operated by qualified personnel. Hunter construction crews not only construct Hunter's privately held fiber network, providing Gigabit speed or higher FTTP circuits as a standard, but we also supply prime and sub-contractor fiber and copper construction services for other entities. Hunter has provided new plant construction (including construction of new last mile circuits), maintenance and emergency contractor services for such companies as Zayo, Level 3, Charter, TDS, Wave, CenturyLink and North Sky. Additionally, Hunter specializes in mobile provider last mile services, having provided fiber construction and last mile fiber circuits to more than 150 cellular towers throughout Southern Oregon, Central Oregon and Northern California, from 2011-2015 (US Cellular, AT&T, Verizon, T-Mobile, Sprint). Hunter's construction<sup>2</sup> and management staff<sup>3</sup> are respected throughout the industry and have solid, long-standing relationships with industry leaders, jurisdictional authorities (local, state and federal) and other providers throughout the Northwest. Hunter's unique blend of experience and regional connections allow us to be successful in any telecommunications activities we've undertaken since inception, no matter the size.

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<sup>1</sup> Hunter is prepared to provide any required financial information, including audited financial statements and key financial statistics, in order to assure applicant of Hunter's capability to see this project through to completion.

**Additional Information:**

Hunter recently received statewide recognition for Excellence in Telecommunications (Projects & Regional/Local Strategies) by taking a page from the very description of the honor, and directing “innovative projects” and “strategies to provide better access, reliability and/or affordability to telecommunications services for underserved and rural regions.” Since inception, Hunter Communications has risen to the many challenges of bringing high-speed fiber optic networks to businesses, agencies, governments and educational institutions in Oregon by configuring creative financing and build-out scenarios. Hunter’s efforts have resulted in unprecedented new communications and connectivity resources for a number of previously disregarded rural communities, including over 130 schools. This recognition was received after Hunter financed and completed fiber optic builds for Three Rivers School District, Eagle Point School District and the Lake County ESD over an 18-month period of time, thus bringing an incredible upgrade of telecommunications services to the horribly underserved and often ignored rural areas of Cave Junction, Murphy, Merlin, Applegate, Williams, Provolt, New Hope, Shady Cove, Trail, Lake Creek, and Lakeview, among others. Over the past 16 years, Hunter has completed more many projects like this, each as ambitious as the next.

Hunter again received this recognition in October, 2014, for financing a fiber optic build to a number of rural Klamath County Library locations. From Klamath County Library Director, Christy Davis:

*In 2014 Hunter partnered with our Klamath County Library Service District to address a significant lack of telecommunications services available in rural areas throughout Klamath County. Our rural public libraries are critical community hubs - often the only available internet access for a large portion of the communities they serve - but due to the limited internet service and funding available, the Senior Center Branch Library in Klamath Falls and the community libraries of Chiloquin, Chemult, Merrill, Keno, and Gilchrist had been operating on incredibly slow and spotty internet service. Hunter Communications was committed to helping the Klamath County Library Service District solve this problem and donated \$284,068.52 in installation and service costs to make high speed fiber optic data services available to the library branches in these communities.*

*Additionally, key Hunter staff attended board meetings in rural areas to meet stakeholders and address concerns. They were professional and courteous throughout the process and we think their care for community really shows in this generous donation and patience with the process.*

*We think Hunter is so very deserving of recognition for their delivery of products and services at a tremendous discount to the many members of our rural and impoverished communities.*

<sup>1</sup> Hunter’s Chief Construction Officer and Construction Manager, Jim Lamp, is the 2015 Oregon Telecommunications Association employee of the year. See Staff Information section or <http://viewer.zmags.com/publication/27e59368#/27e59368/41> for additional information. <sup>1</sup> Hunter’s Contract Manager, Trevor Williamson, is a board member of CALTEL and the NCJPA.



FCC Form 473

Do not write in this space.

Approval by OMB  
OMB Control No. 3060-0856  
Estimated time per response: 1.0 hours

Please read instructions before completing.

Universal Service for Schools and Libraries  
Service Provider Annual Certification Form

(To be completed by Service Provider)

**Block 1: Service Provider Information**

<b>1. Service Provider Name</b> Hunter Communications, Inc.	
<b>2. Service Provider Identification Number (SPIN)</b> 143009331	<b>3. Funding Year:</b> July 1, 2020 through June 30, 2021
<b>4. Contact Name</b> Casey Hudlow	
<b>5. Complete Mailing Address of Contact Person</b> Street Address, P.O. Box or Route Number 801 Enterprise Drive	
Central Point	OR 97502
City	State Zip Code
<b>6. Telephone Number with Area Code</b> 541-414-1419	<b>7. Fax Number with Area Code</b> 541-727-3066
<b>8. Email Address</b> regulatory@hunterfiber.com	

**Block 2: Certification**

I declare under penalty of perjury that the foregoing is true and correct: I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.

10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.

11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.

12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).

13. I certify that the invoices that are submitted by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472) are accurate and represent payments from the Billed Entity to the Service Provider for equipment and services provided pursuant to E-rate program rules.

<b>Service Provider Name</b>	<b>Hunter Communications, Inc.</b>
<b>SPIN</b>	<b>143009331</b>
<b>Contact Name</b>	<b>Casey Hudlow</b>
<b>Contact Telephone Number</b>	<b>541-414-1419</b>

**Block 2: Certification (Continued)**

14. I certify that this Service Provider makes available to customers, upon their request, separate prices for distinct services to assist Billed Entity Applicants in identifying the portions of their bills that represent the costs of services provided to eligible entities for eligible purposes.

15. I certify that no non-discount portion of the costs for eligible services will be waived, paid, or promised to be paid by this Service Provider. I acknowledge that the provision by any service provider of a supported service, or of free services or products unrelated to the supported service or product constitutes a rebate of the non-discount portion of the supported services as stated in 47 C.F.R. § 54.523.

16. I certify that no kickbacks, as defined in 41 U.S.C. § 8701, were paid by this Service Provider to anyone in connection with the schools and libraries universal support program.

17. I certify that this Service Provider is in compliance with the Commission's rule and orders regarding gifts and this Service Provider has not directly or indirectly offered or provided any gifts, gratuities, favors, entertainment, loans, or any other thing of value to any eligible schools, libraries, or consortium that includes eligible schools or libraries, except as permitted by the Commission's rule at 47 C.F.R. § 54.503(d).

18. I certify that if the fund administrator, as necessary, requests additional supporting information, this Service Provider will make all documents requested available to the Fund Administrator as required by 47 C.F.R. § 54.516(b). I certify that this Service Provider will retain for at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the latter of the last day of the applicable funding year or the service delivery deadline for the funding requests, (1) any and all records that I rely upon to complete this form and each Service Provider Invoice Form (FCC Form 474) that is submitted by this Service Provider during the present funding year, (2) any and all records issued by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472), and (3) all documents necessary to demonstrate compliance with the statutory or regulatory requirements for the schools and libraries universal service support program as required by 47 C.F.R. § 54.516(a)(2) I acknowledge that this Service Provider may be audited pursuant to 47 C.F.R. § 54.516(c), and that the Service Provider must provide such records as required by 47 C.F.R. § 54.516(b)

19. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.

20. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program will not be knowingly disclosed by this Service Provider, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.

21. I certify that no attempt will be made by this Service Provider to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

22. I certify that this Service Provider is not suspended or debarred from participating in Federal programs.

23. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and acknowledges that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

<b>24. Signature of authorized person</b> <b>Signed electronically by Casey Hudlow</b>	<b>25. Date</b> <b>2/10/2020</b>
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<b>26. Printed name of authorized person</b> <b>Casey Hudlow</b>
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<p><b>28. Address of authorized person</b> 801 Enterprise Dr, Central Point OR 97502</p>
<p><b>29. Telephone number of authorized person</b> 541-414-1419</p>
<p>FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT</p> <p>Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.</p> <p>The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.</p> <p>Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.</p> <p>THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e) (3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.</p>

*\*\*Service Provider's name is changing to Hunter Communications & Technologies & will be updated on next FCC Form 473.*



Green Light Status 

<b>Associated FRNs</b>			
Only FRNs with a <a href="#">Manage Financial Info Permission</a> associated with your Username are displayed.			
FRN	FRN Name	Status	Action
0013769708	Hunter Communications Inc	GREEN	<a href="#">View Details</a>