

REQUEST FOR PROPOSALS

For

USE OF FIBER OPTIC CABLE

Responses due no later than December 8, 2006

Address all responses to:

**Fiber Optic Consortia RFP Committee
c/o
Milo Mecham
Lane Council of Governments
99 E. Broadway, Site 400
Eugene, Oregon 97501**

**Phone: (541) 682-4023
Facsimile: (541) 682-2635
Email: mmecham@lcog.org**

Broadband connectivity is increasingly regarded as an essential service for individuals and communities. But many communities, especially small communities in rural areas, still have limited access to real broadband services. The costs associated with traditional broadband service have made it difficult to obtain deployment of broadband infrastructure in many areas. Entities committed to improved broadband service must develop new strategies that combine all available resources, including innovative thinking, to achieve their goals.

Regional Fiber Consortium and Fiber South Consortium are two local government entities with members in Coos, Douglas, Klamath, Lane and Lincoln counties, created with the intention of improving broadband services in the five County area. Through the efforts of the Consortia and their members, the Consortia have acquired rights to constructed fiber optic cables that provide access and interconnection opportunities to more than twenty cities and communities, ranging in size from approximately 300 to over 100,000 people.

What the Consortia seek:

- Proposals to improve broadband services to as much of the Consortia's five County area as possible, using traditional, contemporary or innovative methods to reach the largest number of potential broadband customers.
- Practical solutions that can overcome the traditional barriers to rural, small city broadband service by using the available resources in the best way.
- Commitments from entities that share a desire to improve the quality of life and economic development opportunities of rural areas of Oregon

What the Consortia can offer.

- Single mode fiber with access in close proximity to up to 22 Consortia member communities with more than 280,000 population, 85,000 outside the Eugene Springfield area, and in proximity to seven non-member communities with approximately 190,000 population.
- Access from Consortia fiber in proximity to major telecommunications service providers including Qwest, Level 3, 360 Networks, and LS Networks (proximity varies from adjacent to approximately four blocks, NO negotiated interconnection rights).
- Assistance in working with member communities to explore options regarding the development of broadband services in the communities.
- A willingness to use the Consortia's public, non-profit characteristics to combine with other necessary attributes to seek access to additional infrastructure to expand the potential service area.

What the Consortia would like to see in a proposal (items that would make a proposal stronger, but the absence of which will not necessarily eliminate a proposal.)

- Complete service area availability, so that within the reasonable range of where service is established, every potential customer has the option of purchasing the service.
- An open broadband platform, where more than one provider has a chance to offer services to the customer.
- Scaleable capacities of broadband service designed to provide economically viable solutions for the entire range of demand in a service area.

REQUEST FOR PROPOSALS

With this Request for Proposals (RFP), the Fiber South Consortium and Regional Fiber Consortium, hereinafter referred to as the “Consortia”, seek proposals from entities (businesses, corporations, firms or other legal entities) interested in developing broadband services in communities within the four counties of Coos, Douglas, Klamath, and Lane Counties. The Consortia are taking the lead on this request because the Consortia are composed of members representing communities in this same area, and because the Consortia have multiple strands of fiber optic cable available for use which can be developed to provide access in many of the communities in four of the counties.

The Consortia seek proposals that will make use of the Consortia’s assets, combined with available technologies, to develop broadband telecommunications services in some or all of the Consortia’s area. Given the assets the Consortia have to assist the development of broadband services, and the physical and other conditions within the Consortia area, the Consortia expect that proposals will come forward with a mix of fixed and wireless infrastructure. The Consortia do not, however, seek to limit the means of broadband deployment in any way.

BACKGROUND

Through contractual arrangements with fiber optic construction companies, the Consortia have acquired the control of fiber optic cable running between and connecting locations within the jurisdiction of members of the Consortia. The location of the fiber routes that may be made available to a successful respondent are listed at the end of this RFP, in the INFRASTRUCTURE AVAILABLE section.

The Consortia organizations were formed in 1999 under Oregon Revised Statutes Chapter 190 as public organizations to facilitate universal access to broadband telecommunications services at competitive rates. Through acquisition of rights of use and agreements with other public entities, the Consortia are able to offer the opportunity to interested Respondents to provide proposals concerning the possible uses of an extensive network, or parts thereof.

The Consortia strongly believe in vigorous but fair competition in the telecommunications marketplace, and seek to review the proposals of firms or entities that share this belief and further share the Consortia’s belief that a substantial business opportunity exists for the provision of nondiscriminatory, competitive telecommunications services for Consortia areas. The Consortia do not seek, and no contractor with the Consortia should expect any exclusive arrangements with the Consortium. As long as any portion of the Consortia fibers remains available for expanded use, the Consortia expect to seek to broaden service to the area.

IMPORTANT NOTES

Prospective proposers must read the entire RFP prior to formulating or submitting a proposal. The following items of special note are an integral part of the entire RFP, and are subject to the restrictions and limitations of the remainder of the RFP.

Undeveloped Dark Fiber Available With a few exceptions specifically noted in the list of assets, the assets that the Consortia seek to make available are fiber optic strands interconnecting specific handholes along the route. Additional construction and installation of fiber optic cable and connection to telecommunications equipment will be necessary to initiate use of the Consortia fiber. All construction costs should be assumed to be the responsibility of the contracting party, not the Consortia or its members.

Consortia separate from their members. The Consortia are member organizations, with member delegates composing the governing body of the Consortia. The Consortia were created as independent entities by their members to facilitate the deployment of broadband services. While the Consortia members continue to be supportive of the purposes of the Consortia, no Consortium member can be or is obligated to act by a decision of the Consortium. Construction permits, franchises or other standard requirements for telecommunications providers by any member will be the responsibility of any successful respondent seeking to operate within the jurisdiction of any local government, whether or not that local government is a member of the Consortia.

All proposed methods of delivery of service acceptable. The Consortia seek to improve the availability of broadband telecommunications services within the Consortium areas. Except as stated in this proposal (practical, recognized and generally available technologies) there is no initial preference on the part of the Consortia for any particular means of service or delivery of service to the consumer. In the event that responses are such as to require selection of fewer than all responsive proposals, the Consortia are most likely to select among otherwise equally responsive proposals the proposal or proposals that will deliver the greatest variety of broadband services to the largest number of consumers within the shortest period of time.

Flexibility of proposals encouraged. No proposal will be required to propose the use of all Consortia fibers or serve the entire Consortia area. No proposal will be rejected because it does not propose a relationship with both Consortia. There is no initial preference on the part of the Consortia for any particular proposed lease relationship or form of lease income, except that the proposed relationship must comply with applicable Oregon and local laws and must comply with the special provisions unique to any section of the routes, as specified in the route information. In the event that responses are such as to require selection of fewer than all responsive proposals, the Consortia are most likely to select among otherwise equally responsive proposals the proposal or proposals that will assure the Consortia's minimum operating costs and deliver the greatest variety of broadband services to the largest number of consumers within the shortest period of time.

Straight lease for use possible. While the Consortia primarily seek proposals that will expand broadband services to a number of consumers living within the Consortia area, the Consortia are aware that some of the Consortia fiber might be used for more limited signal transportation purposes, provided that they comply with the limitations set forth in the route description section. In their most limited scope the Consortia would be interested in such proposals only as a source of revenue for the Consortia, to be used to further the Consortia goals of improved broadband service. Subject to other restrictions described in this RFP, the Consortia will not reject a proposal simply because it proposes only signal transport, but no such proposal will be considered if it has the effect of significantly reducing the opportunity for broadband deployment.

Competition Possible The Consortia's goals include the broadest range of broadband services at the lowest prices possible. The Consortia feel that this end can best be met by opening opportunities for service to the Consortia area by several providers. The Consortia were founded recognizing the economic barriers that limit service to rural areas. The Consortia strive to overcome those barriers through promoting the possibility of expanded service. No proposer should submit a proposal with the expectation that it can be awarded an exclusive agreement for services, and no eventual agreements will be reached on the written or unwritten understanding that the Consortia would not thereafter respond to proposals to introduce competition with the same careful evaluation that would be received by the first proposal to expand broadband services in an area. While the Consortia do not require that an acceptable proposal must provide for competition, the Consortia will not favor proposals that the review committee determines will reduce the prospects of competitive broadband service throughout the region, except as that might occur through the operation of legal economic factors.

Shared contribution expected The Consortia recognize the need for an additional investment before a provider can achieve the goal of introducing service within the Consortia area. The Consortia acquired rights to its fiber optic cable with the intent that contributing a fiber backbone connecting multiple service areas at reduced cost would assist in the development of broadband services to these areas. The Consortia are seeking a variety of proposals, with no fixed expectations regarding the contribution required from a proposer necessary to initiate service. Proposers can expect that the Consortia's requirements regarding the additional and ongoing commitment by proposers will be proportionally related to the proposer's anticipated commitment regarding such elements as the amount of financial contribution necessary, the scope of proposed broadband services and related factors furthering the Consortia's goals.

Additional areas of service The Fiber South Consortium previously had a relationship with the Bonneville Power Administration, leasing fiber at the BPA's public benefit rate. Although this relationship ended, it ended with nonbinding statements from the BPA that the Consortia might be able to reacquire public benefit fiber. The Fiber South Consortium includes members where the only practical means of expanding broadband services is by use of the BPA fiber. The Consortium cannot promise the availability of the BPA fiber, and is not soliciting proposals that include the acquisition or use of such fibers. The Consortium is very aware of the need for expanded services in

these areas, however. The Consortium is aware that BPA fibers pass within a mile of Veneta, through the community of Mapleton, within four miles of Florence, through Reedsport, within a mile of Lakeside, within five miles of Coquille, within three miles of Myrtle Point, and less than one mile of Bandon, and that Consortium fiber and BPA fiber are coterminous at the West Lane substation, at the Millington substation outside Coos Bay, and at the Fairview substation northwest of Coquille.

CONTENT OF PROPOSALS

The Consortia recognize that they are soliciting proposals that might meet Consortium expectations in a variety of ways. The Consortia are prepared to negotiate the terms and conditions of any final agreement. This means that the Consortia are prepared to review proposals of varying specificity. Each proposal must, however, provide sufficient specificity with regard to the proposed means of service, and the proposed means of implementation to allow the reviewing committee the opportunity to understand the proposal and rank it, especially in comparison with other proposals.

Each proposal must be submitted in writing, and must contain the following:

1. A separate letter of transmittal signed by an authorized representative including statements that the proposer
 - a) has read the RFP in its entirety and is making a proposal consistent with the RFP, including the limitations on use set forth in the route descriptions.
 - b) is providing an individual or team who would be able to respond to any Consortia questions and would be prepared to negotiate with the Consortia team should the Consortia select the proposer for further discussions.
 - c) is familiar with the legal obligations of independent contractors in Oregon, will act as an independent contractor in accordance with those laws, and further certifies as required by ORS 279.111 that the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and will not discriminate in such a way in obtaining any future subcontracts.
 - d) is a resident proposer as defined in ORS 279.029, or if not a resident of Oregon, that the proposer has clearly identified the state of residence of the proposer.
 - e) if selected, will keep in place satisfactory insurance coverage for all activities performed pursuant to any agreement with the Consortia.

2. A proposal that addresses each of the evaluative criteria listed in the RFP and specifically provides a general indication of:
 - a) the area or areas proposed to be served,
 - b) the service or types of services to be offered.
 - c) the Consortia fiber required to accomplish the proposal.
 - d) the proposed means to achieve service.
 - e) expected or proposed time requirements for any different stages of service.
 - f) additional information responsive to listed evaluative criteria.

REVIEW OF PROPOSALS

Clarifications Questions or requests for clarification of the RFP can be submitted by letter, fax (to Milo Mecham 541-682-2635) or email (to mmecham@lgoc.org) until November 22, 2006. The questions and responses will be posted at www.ruralfiber.net generally within one business day of receipt of the question. No specific notice of the postings will be provided.

The Consortia will negotiate concerning the development of any final agreements concerning the use of the Consortia's fiber optic cable. The Consortia intends to consider alternative terms and conditions to enhance the value of the product or services offered by successful respondents.

The Consortia will not hold any pre-Offer conference. No prequalification applications are required.

Completed proposals are to be submitted to:

Fiber Consortia
C/o Milo Mecham
Lane Council of Governments
99 E. Broadway, suite 400
Eugene, OR 97401
mmecham@lcog.org

Two copies of responses must be submitted to the above address and received at or before 4:30 pm. December 8, 2006.

Proposals will be opened at 4:40 pm on December 8, 2006 at the large conference room, of the Lane Council of Governments, 99 E. Broadway, Suite 400, Eugene Oregon. Proposals will not be read aloud.

Public Records Notice The Consortia are governmental agencies, subject to the Oregon Public Records laws. Entities submitting material should be recognize that, under certain circumstances, material in submissions may be revealed to the public. If a Respondent wishes to submit material that is confidential as a part of a responsive submission to demonstrate how the Respondent will meet one or more of the proposal criteria, a Respondent should label that information as CONFIDENTIAL. Because the Consortia recognize the public interest in reviewing complete applications, which may require the submission of confidential material, if material that supports the application is identified as confidential, the Consortia will preserve the confidentiality of that portion of the submission within the requirements of ORS 192.501(2) and ORS 192.505(4).

EVALUATION PROCESS

The Consortia may reject any proposal not in compliance with all prescribed solicitation bidding procedures and requirements and other applicable laws. The Consortia may reject any or all proposals upon the Consortia's finding that it is in the public interest to do so.

SOLICITATION SCHEDULE, DEADLINES, PROTEST PROCESS AND EVALUATION STANDARDS

Submissions must be physically received no later than 4:30 p.m. on December 8, 2006. The responses will be opened by staff at 4:40 p.m. December 8, 2006. After initial review for completeness and apparent compliance with these requirements, the compliant responses will be assembled and delivered to the review committee.

The review committee will be composed of the officers of each Consortium (chair and vice chair) and Consortia members and staff. In the event that a member of the committee cannot serve, the chair of the Consortium will appoint a replacement. The reviewers will be:

Regional Fiber Consortium

Faye Stewart, Lane County (Chair)
Agnes Box, Klamath Falls (Vice Chair)
Don Hampton, (Oakridge)
Milo Mecham, LCOG (staff)
Len Goodwin, Springfield (staff)

Fiber South Consortium

Carl Patenode, Drain (Chair)
Matt Winkle, Bandon (Vice Chair)
Mark Shrives (Creswell)
Milo Mecham, LCOG (staff)
Michael McKenzie Bahr, Lane County (staff)

The Committees will review all submissions (except those rejected as non-compliant). The review committee will compare and rank all applications, according to the criteria set forth below. Responsive proposals with acceptably high rankings will be selected for further review (competitive range). Although the two review committees may confer and discuss any proposals that could concern both Consortia, all rankings and selections will be done separately by each Consortium.

All respondents will be notified in writing of a decision made on their proposal. If the response is a rejection of the proposal, or a ranking outside the competitive range, a respondent will have a period of one week (seven days) after receipt of notice (ten days

after mailing) to file a protest. The protest must be in writing, must contain a statement of reasons why the respondent believes an incorrect decision was made, and specify what steps the respondent believes would be appropriate to rectify the matter. Protests will be first considered by the review committee. If the protest is rejected, or the proposed resolution is otherwise unsatisfactory to the protestor, the protest will be referred to the governing board of the Consortium. A decision by the Consortium board will be in writing, and will be final.

Respondents receiving a satisfactory ranking will be contacted by the review committee if the review committee has any questions or otherwise needs information before making a recommendation to the Consortium Chair. If the review committee deems it appropriate, considering the nature of the proposal, the review committee will communicate its recommendations regarding a proposal to the Consortium Chair. The Consortium Chair will then appoint a negotiation committee of the Consortium. This committee may initiate preliminary negotiations on any or all of the identified negotiation points set forth below.

If the negotiation committee is able to conduct satisfactory negotiations with the respondent, such that the committee is satisfied that the respondent's (or respondents') proposal is sufficiently precise and in accordance with the expectations of the Consortium, the committee will submit a report to the Chair and the full membership of the Consortium. That report may include a draft agreement with any respondent having achieved this stage in the review process. Final negotiations and acceptance, if any, of the respondent's proposal will be made in accordance with the directions of the Chair of the Consortium. The Consortia specifically reserves the right to reject any offer, including draft proposals submitted as a result of preliminary negotiations between the respondent and the negotiation committee, if the Consortium finds that rejection is in the interest of the Consortium. Upon successful conclusion of negotiations, the Consortia will notify all respondents within the Competitive Range of the Consortia's intent to award a contract. This intent shall become final 14 days after the date of the notice, unless a protest is filed within that time.

The schedule of negotiations can not be fixed. The Consortia intend to proceed with all possible speed through the process. In the event that more than one response is found worth consideration, and acceptance of one response would not impede or affect the consideration of another response, the Consortia will seek to move forward with each response at the quickest possible pace, even if that requires separate action by the Consortium. At any time during negotiations the committee or the Consortium may chose to continue negotiations with a particular proposer, terminate negotiations with a particular proposer while continuing negotiations with other respondents or conclude negotiations with all respondents.

EVALUATION CRITERIA

The Consortia will review the proposals by assessing the relationship between each proposal and certain criteria. The review will be based on the following criteria:

PRACTICALITY: The Consortia will review proposals to determine whether the proposed service can reasonably be implemented. This item is subject to negotiation. The Consortia are not opposed to innovative technologies, as long as those technologies have a demonstrable capacity to provide service to the Consortia area. **THE RESPONDENT'S RESPONSE TO THIS CRITERION WILL EARN BETWEEN ZERO AND TEN POINTS.**

VALUE TO THE CONSORTIUM: This is an item subject to negotiation. The Consortia's two most important values are the development of broadband services within the Consortia area and the continued ability of the Consortia to meet its legal and financial obligations. In addition to a traditional lease format, the Consortia are prepared to consider offers for an exchange of rights or other non-cash values, or a mix of cash and non-cash. **THE RESPONDENT'S RESPONSE TO THIS CRITERION WILL EARN BETWEEN ZERO AND TEN POINTS.**

TIMING AND NUMBER OF USERS TO BE SERVED: The Consortia are interested in extending services to the largest number of people adjacent to and within a reasonable distance of the existing fiber routes as quickly as practical. This item is subject to negotiation, and may be offset by increasing other values. **THE RESPONDENT'S RESPONSE TO THIS CRITERION WILL EARN BETWEEN ZERO AND TEN POINTS.**

OPEN ACCESS PLATFORMS: The Consortia prefer proposals that include or are capable of serving as an open access platform for other telecommunications service providers. This item is subject to negotiation. **THE RESPONDENT'S RESPONSE TO THIS CRITERION WILL EARN BETWEEN ZERO AND TEN POINTS.**

FINANCIAL WHEREWITHAL: The Consortia are concerned that any proposer will have financial support or adequate capital to initiate and complete the proposal. Successful proposals must show adequate resources to complete the proposal within the proposed time. If a proposal is based on the planned subsequent acquisition of funds following an agreement with the Consortia, the proposer should identify the proposal as such, and include details concerning the plans for acquisition of financial capacity. This information may be submitted as confidential information not subject to general disclosure. Summary or preliminary information may be submitted initially, with further details to be provided during negotiations, if that occurs. **THIS CRITERION WILL EARN BETWEEN ZERO AND TEN POINTS.**

REFERENCES AND WARRANTY PROVISIONS The Consortia are interested in assurances of performance, especially as represented by experience or qualifications of key personnel, by references that the respondents may provide of

services provided elsewhere, and warranties of performance that the respondents may provide. THIS CRITERION WILL EARN BETWEEN ZERO AND TEN POINTS.

RESERVED RIGHTS

The Consortia reserves the right to reject any or all responses to the RFP. This rejection may be a decision made by the review committee on behalf of the Consortia if the Committee determines that such action is appropriate and necessary with the charge given the review committees. In no event shall the Consortia have any liability for such rejection.

The Consortia also reserves the right to:

1. Request clarification or additional information from any Respondent(s) within the Competitive Range.
2. Waive immaterial defects or minor irregularities in responses.
3. Modify, remove, or add requirements to the RFP and to suspend or reopen the RFP process.
4. Separate services and service delivery areas in the Consortia, and contract with different Respondents to provide different services to Consortia residents, on a nondiscriminatory basis.
5. Reject any or all responses and terminate the RFP.

COST OF PREPARATION OF PROPOSAL

Costs incurred by any Respondents in the preparation of the response to this RFP are the Respondent's responsibility, and will not be reimbursed by the Consortia.

CANCELLATION

The Consortia reserves the right to cancel further proceedings pursuant to this RFP for any reason. In no event shall the Consortia have any liability for such cancellation.

STATE AND FEDERAL LAW COMPLIANCE

Successful Respondents who develop a contractual relationship with the Consortia to provide some or all of the services contemplated in this RFP shall be expected to agree: a) to make payment promptly as due to all persons supplying the Respondent with labor or materials for carrying out the work provided for in its contract with the Consortia; b) to not permit any lien or claim to be filed or prosecuted against the Consortia on account of

any labor or material furnished; c) to comply with all provisions of applicable Federal and Oregon State wage and hour laws; d) compliance with all applicable Contract provisions required by ORS 279.310 to 279.650 or otherwise described in this solicitation; and e) to comply with all other applicable laws and regulations, including but not limited to those related to telecommunications services and other services to the public.

Successful Respondents who develop a contractual relationship with the Consortia shall also agree to comply with all applicable Federal and Oregon State laws relating to workers' compensation, unemployment compensation, taxation, and health and safety.

The attention of all Respondents is directed to State, Federal and local law prohibiting discrimination in employment, which shall be applied to any successful Respondent.

ASSIGNMENT

Successful Respondents who develop a contractual relationship with the Consortia are hereby notified that no contract between the Consortia and the successful Respondent, nor any of the requirements, rights or privileges demanded by the contract may be sold, assigned, contracted or transferred by the successful Respondent without the express written consent of the Consortia through its authorized representatives.

INSURANCE

The contractual arrangements whereby the Consortia have acquired the right to control the fiber optic cable that is being offered for use require that users obtain and maintain general liability and automobile operators insurance. The general liability insurance must carry a minimum liability protection of five million dollars, and must make the Consortia and the relevant original owner of the fiber as co-insured parties. No respondent who is unable to meet this requirement should respond to the RFP.

TERM

The contractual arrangements whereby the Consortia have acquired the right to control the fiber optic cable that is being offered for use have within them termination or reconsideration clauses. Respondents should plan their offers based upon a fourteen year maximum term. If performance is satisfactory during that period, and the Consortia are able to obtain an extension of the underlying rights so as to continue to be able to offer the fibers for use, the Consortia will be open to requests to continue the term of the arrangements beyond the initial term, and will negotiate with satisfactorily performing contractees prior to opening the fiber's availability to any other entity. The Consortia cannot guarantee the continuation of fiber availability beyond the periods established in the underlying agreements.

INTENT TO NEGOTIATE IN GOOD FAITH

As indicated above, the Consortia are aware that proposals submitted in response to the RFP may not be capable of implementation without further refinement and negotiation. The Consortia do not require that a proposal submitted in response to the RFP represent a final undertaking by the respondent to provide the services or facilities described in the response. The Consortia do require, however, that proposals represent the actual intent of the respondent and that each proposal is an undertaking to bargain in good faith, using all reasonable efforts to achieve an agreement with the Consortia under terms consistent with the original proposal and the Consortia's interests. While negotiation is expected, the Consortia will not reject proposals that come in the form of firm offers for that reason alone. Respondents should not make a proposal containing any element that they are not prepared to abide by if it is accepted by the Consortia without further negotiation.

INFRASTRUCTURE AVAILABLE

If satisfactory agreements can be reached, the Consortia plan to make available strands of fibers within a fiber optic backbone. The number of strands made available will be the subject of negotiation. For planning purposes these routes can be regarded as a number of subdivisions of the total fiber system. A response can propose the use of some or all of the fibers on some or all of the subdivided routes. All routes have connection points where a respondent' constructed fiber can be attached to the fiber optic cable.

Route 1: Underground fiber from the City of Coburg through the City of Springfield south to the City of Klamath Falls and Merrill Originating provider 360 Networks. Up to ten fibers available, to be made available as five pair.
General location of Connection Points available:
Coburg; Springfield (Hayden Bridge; 42nd and Main; 42nd and Booth Kelly Road) Jasper Regeneration Site (cross connection point with Level 3, 360 Networks); Lowell; Oakridge; Willamette Pass; Chemult; Chiloquin; Klamath Falls (Old Fort Rd near Hwy 39; Hwy 39 near RR xing; Hwy 39 near Henly High); Merrill; ending 8 miles east of Merrill. Approximately 200 miles from the end in Coburg or Springfield to the end beyond Merrill.

Route 2: Underground fiber running from the West Lane substation west of Eugene to and through Eugene to and through the city of Springfield, through the Jasper cross connection site, south through Creswell, Cottage Grove and south and west to Coos Bay. Originating provider Williams Communications. Up to ten fibers available, to be made available as five pair.
Connection points available:
In Eugene adjacent to the railroad right-of-way (Van Buren St; Charnelton St; High St; Agate St); in Springfield adjacent to the RR right-of-way (10th; 42 and Booth Kelly Rd); Jasper cross connection point; Pleasant Hill; Creswell; Cottage Grove; Drain; Yoncalla; approximately two miles west of Sutherlin; Melrose (approximately 8 miles west of Roseburg); Fairview (approximately 12 road miles

north of Coquille); Seven Devils Wayside(a trans-pacific cable access point); McCormac (approximately one mile south of Coos Bay). Approximately 150 miles from the end in Eugene to the end at McCormac.

Note: The agreement giving the Consortium the right to use the fibers in route 2 contains the following limitation: “The parties acknowledge that the fiber being provided by WILLIAMS is for local use and not for resale or for pass-through use. For purposes of this section, local use consists of the transmission of signals originating in and or ending within the geographical confines of the Consortium. For purposes of this section pass-through use means the carriage of signals that originate from an area outside the geographical boundaries of the Consortium and are transmitted through the geographical boundaries of the Consortium to a point outside the geographical boundaries of the Consortium without affecting or being affected by users within the geographical boundaries of the Consortium other than retransmission or regeneration without alteration of the signal. The Consortium warrants that before any agreement is completed and becomes effective concerning the sale, lease assignment, or transfer of any consideration or right provided by WILLIAMS, WILLIAMS will be notified of the term of the proposed agreement and will be provided an opportunity of first refusal, to wit, the right to replace the proposed agreement with an agreement with the Consortium on the same terms and conditions, giving WILLIAMS the rights of use set forth in the proposed Agreement. If WILLIAMS decides not to exercise its right of first refusal, it shall retain the right to enforce the terms of this Agreement, particularly this Paragraph C, against any third party to whom the Consortium sells, leases, assigns, or transfers any of the rights contemplated in this Agreement.”

Note: Two access points are shared access points with the University of Oregon. The University of Oregon has the following facilities that may be of potential interest to provision of service on the Consortium fiber: shared intercept vaults with the Consortium fiber plants; fiber cabling from those intercept vaults into Oregon Hall; empty duct space in some paths from these vaults into Oregon Hall; rack space in the Oregon Hall co-location facility; type 1 service from Qwest, AT&T Local Services, and LS Networks in Oregon Hall; and interconnection to the Eugene Water and Electric Board and Springfield Utility Board fiber optic cable plants in Oregon Hall. “While the University cannot guarantee access to these facilities to an unknown and arbitrary provider, we will use our public service mission to work in good faith with the carrier that the Consortium selects. We will make every attempt to reach mutually beneficial agreements to provide access to facilities outlined above that are required by the carrier.”

Route 3: Underground fiber from Springfield through Eugene north to Salem along the Burlington/Southern Pacific RR route. Originating provider Level 3. TWO FIBERS AVAILABLE.

Connection points available:

Springfield (42nd St and Booth Kelly Rd); Eugene (Agate Street; Beltline Rd.); Junction City; Harrisburg; Halsey; Albany; Turner; Jefferson; Salem.

Note the agreement giving the Consortia the right to use the fibers in route 3 contains the following limitation: The parties acknowledge that the Consortia Fiber is for the provision of local exchange service only and not for pass through use. For purposes of this section only, local exchange services consist of the transmission of signals originating or terminating within the geographical confines of the Consortia, which shall include only areas within Coos, Douglas, Klamath, Lane and Lincoln

Counties, the Cities located along the Consortia's Fiber route from Springfield to [Salem]. For purposes of this Section only, pass through use means the carriage of signals that originate from an area outside the geographical boundaries of the Consortia, and are transmitted through the geographical boundaries of the Consortia or the Cities located along the Consortia's Fiber route from Springfield to [Salem] to a point outside the geographical boundaries of the Consortia without beginning or terminating within the geographical boundaries of the Consortia, or otherwise being processed in a manner other than the re-transmission or regeneration without alteration of the signal. * * * prior to entering into any agreement to allow a private telecommunications provider to use the IRUed fiber and access points * * * the Consortia will first solicit proposals or competitive bids from telecommunications providers in accordance with Oregon law. The Consortia will provide notice to Level 3 of its intent to solicit proposals or competitive bids and will include notice to any provider identified by Level 3 as an appropriate recipient of such a solicitation, if any, to arrange the provision of such services over the IRUed facilities. The Consortia warrants, covenants and agrees that before any arrangement is completed and becomes effective concerning the sale, lease, assignment or transfer of any rights to the unrestricted Consortia Fiber to any third party, LEVEL 3 will be notified by the Consortia of the proposed arrangement and shall have a right to substitute itself for the third party and to enter into the proposed arrangement with the Consortia on the same terms and conditions that will be proposed to the third party, giving LEVEL 3 the rights set forth in the arrangement. Level 3 shall have thirty (30) days from the receipt of written notice of the proposed arrangement to provide notice to the Consortia of its intent to substitute itself for the third party.