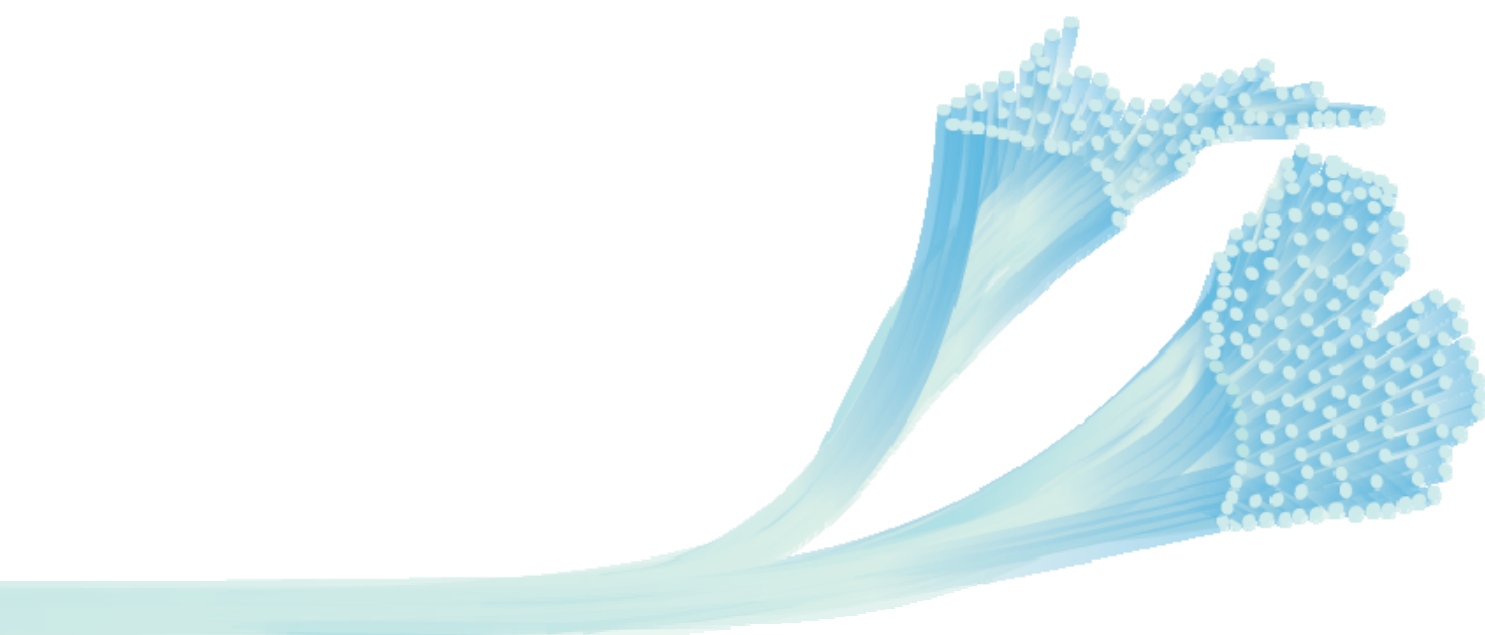




**Request for Proposal  
For Tower Construction  
RFP 00**

**Funded by the FCC's Rural Health Care Pilot Program (RHCPP)  
and Administered by the Michigan Public Health Institute (MPHI)**



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## 1. Introduction

### 1.1. *Purpose of RFP*

This Request for Proposal (RFP) solicits proposals from vendors who can provide the required wireless network tower construction to complete the Thumb Rural Health Network (TRHN) in Michigan.

### 1.2. *Procuring and Contracting Agency*

This RFP is issued by the Michigan Public Health Institute (MPHI), which is the sole point of contact during the selection process. The Contract resulting from this RFP will also be administered by MPHI. Jeff Shaw (see below) is responsible for managing the vendor selection process.

### 1.3. *RFP Contacts*

All general correspondence and inquiries about this RFP should be submitted in writing to the project team. Vendors should not contact individual health care providers (HCP) or TRHN. Any unauthorized contact may disqualify the vendor. See *Section 4.6* below for more information about submitting inquiries.

The **primary RFP contact** is:

Jeff Shaw, PMP  
Senior Project Manager  
Michigan Public Health Institute  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864  
Telephone: 517.324.6055  
Fax: 517.324.6086  
E-mail: [fcc@mphi.org](mailto:fcc@mphi.org)

The **alternate RFP contact** is:

Harry Levins, PMP  
Project Manager  
Michigan Public Health Institute  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864  
Telephone: 517.324.6039  
Fax: 517.324.6086  
E-mail: [fcc@mphi.org](mailto:fcc@mphi.org)

### 1.4. *Proposal Due Date*

The proposal is due no later than two (2) days after the “Allowable Contract Date” as posted on the USAC website at <http://www.usac.org/rhc-pilot-program/vendors/>. This should be approximately 30 calendar days from the date the RFP is posted on the USAC

website. Once an “Allowable Contract Date” has been set by USAC, an updated calendar will be posted at <http://fcc.mphi.org>. Please refer to *Section 4.7* for detailed submission information.

## **1.5. Acronyms and Definitions**

See *Appendix A* for acronyms and definitions of terms used in this RFP.

## **1.6. Background**

### **1.6.1. FCC’s Rural Health Care Pilot Program (RHCPP)**

The FCC established the RHCPP in its *2006 Pilot Program Order*.<sup>1</sup> The goal of the Pilot Program is to “stimulate deployment of the broadband infrastructure necessary to support innovative telehealth and, in particular, telemedicine services to those areas of the country where the need for those benefits is most acute. ... Applicants [for Pilot Program grants] were instructed to present a strategy for aggregating the specific needs of health care providers (HCP) within a state or region, including providers that serve rural areas, and for leveraging existing technology to adopt the most efficient and cost-effective means of connecting those providers.”<sup>2</sup> Eighty-one consortiums from 43 states and three U.S. territories applied for funding. The FCC awarded funds to 69 applicants in FCC Order 07-198.<sup>3</sup> Michigan received the fourth highest award, \$20,910,000. These funds can be used to “support up to 85 percent of the costs associated with the construction of state or regional broadband health care networks and with the advanced telecommunications and information services provided over those networks.”<sup>4</sup> Funding was made available over a three-year period, although, due to delays, the original schedule may be extended so that funding will be available beyond mid-2010. For more information, see the FCC’s project site at <http://www.fcc.gov/cgb/rural/rhcp.html>.

The FCC selected applicants based on a number of criteria:<sup>5</sup>

- Network utilization – how dedicated broadband capacity will be used to provide health care services;
- Leveraging of *existing* technology – using the most efficient and effective means of connecting providers;
- Aggregation of the needs of health care providers;
- Creation of a statewide or regional health care network and connection to a national broadband network dedicated to health care;
- Creation or expansion of health care networks serving tribal lands;
- Detailed cost estimates and budgets;
- Fair share – a description of how for-profit network participants will pay 100 percent of the costs associated with their participation;

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<sup>1</sup> FCC Order 06-144, [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/FCC-06-144A1.doc](http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-06-144A1.doc).

<sup>2</sup> FCC 07-198, pages 2 and 10.

<sup>3</sup> FCC 07-198.

<sup>4</sup> *Ibid.*, page 2.

<sup>5</sup> *Ibid.*, pages 16-32.

- Identification of the source of matching funds (15 percent of the total cost of deploying the network);
- Inclusion of more than a *de minimis* number of rural HCPs;
- Prior experience in developing and managing health information technology programs;
- Project management plans that outlined leadership and management structures, work plans, schedules, and budgets;
- Demonstration of coordination throughout the state or region; and
- Sustainability – assurances that the proposed network will be sustainable once established.

### **1.6.2. Universal Service Administrative Company (USAC)**

USAC administers the RHCPP. USAC will employ a form called the Network Cost Worksheet (NCW) to approve planned project expenses and to manage the vendor payment process. The NCW will list all of the non-recurring and recurring vendor charges for building the broadband network and operating it during its first year of service.

Vendors will be paid from two sources of funds: RHCPP funds administered by USAC and the participating HCPs, which must pay the balance. In order to be paid by USAC, the vendor must submit MPHI-prepared invoices (similar to the NCW). The invoicing process is described in detail in *Section 3.2*.

### **1.6.3. Michigan Public Health Institute (MPHI)**

MPHI is a non-profit organization established in 1990 to help improve the health of Michigan's citizens. Its 200 employees—researchers, data analysts, IT professionals, project managers, and scientists trained in a broad array of health fields—maximize positive health conditions in Michigan communities through collaboration, scientific inquiry, and applied expertise. MPHI is governed by a board of 12 directors representing government, three partner universities, foundations, and others. Historically, its strongest contracting relationship has been with the Michigan Department of Community Health (MDCH).

The Michigan FCC Pilot Program Collaborative wrote Michigan's application for RHCPP funding. The Collaborative consisted of MPHI, MDCH, the Michigan Department of Information Technology (MDIT), the Michigan Health Information Technology Commission, the Michigan Health Information Network (MiHIN) Resource Center, and Michigan State University. In the process of writing the application, many other stakeholders were consulted, including representatives of Michigan's five rural Medical Trading Areas (MTAs).

MPHI is legally and financially responsible for the conduct of activities supported by RHCPP funding and will hold the Contract for this project.

#### **1.6.4. Michigan Health Information Network (MiHIN)**

In her 2006 State of the State address, Michigan Governor Jennifer M. Granholm highlighted Michigan's goal of extending health information technology to every healthcare setting: "We will help our health care industry stop depending on your memory and their paper records as databanks. We are going to use technology to vastly improve the system. In the future, you will be able to give your pharmacist, your doctor, or the emergency room immediate access to your information, but you will control who sees it and what it is used for." She charged MDCH and MDIT with convening Michigan's health care stakeholders to develop a vision and roadmap for the future of health information technology and exchange in Michigan. In December 2006, those stakeholders published the *Conduit to Care* report,<sup>6</sup> which resulted in the creation of the Michigan Health Information Network ([www.mihin.org](http://www.mihin.org)).

The MiHIN *Conduit to Care* is a roadmap written for Michigan policymakers. It recommends accelerating the use of electronic healthcare data sharing in pursuit of better patient healthcare services and outcomes. The improvements that will result from implementation of these recommendations will benefit Michigan citizens.

#### **1.6.5. Current Environment – Thumb Rural Health Network (TRHN)**

The Thumb Rural Health Network (TRHN) is a non-profit 501(c)(3) organization established as a network of health care providers serving Huron, Sanilac and Tuscola Counties in Michigan's Thumb Region. The Network consists of the seven Critical Access Hospitals, one Community Hospital and three Health Departments located in the counties as well as two tertiary hospitals located outside of the three counties. This Network is a formal collaboration committed to improving comprehensive health services and the health infrastructure of the rural Thumb Region. This commitment is demonstrated in projects and programs that address access to care for the uninsured, cost savings initiatives for members, data collection and analysis of local health demographics and information technology.

A primary goal of the Network is the development and implementation of an information technology system that will make possible affordable and high quality connectivity for local hospital needs, telemedicine applications and electronic health records exchange throughout the region. Milestones toward this goal include the development of a four-hospital radiology transmission network (in existence four years); a pilot Electronic Health Record Exchange connecting three Critical Access Hospitals and a tertiary transfer hospital (live March 30); and a telemedicine pilot to provide psychiatry at a Critical Access Hospital through Michigan State University (live April 15). All of these projects are in various stages of successful development or implementation.

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<sup>6</sup> <http://www.michigan.gov/mihin/>

## 2. Description of Infrastructure, Products, and Services Sought

### 2.1. Overview

This RFP solicits proposals from vendors who can provide the required wireless network tower construction to complete the Thumb Rural Health Network (TRHN) in Michigan. Vendors are responsible for all aspects of construction, including, but not limited to:

- Providing the tower and all related items
- Installing/construction of the tower and all related items
- Filing and all related fees for all local, state and federal permits and other filings.
  - These included local building (and related) permits, as well as FAA and other federal clearances/permits and other required filings.
  - In the case of permits and other filings that are **required** to be submitted by the tower owner, the vendor must prepare the filing and provide it to TRHN, along with instruction on how to complete the requirements and submit the filing in a timely matter.
- Vendor must conduct any required environmentally or soil studies.

### 2.2. Towers

#### 2.2.1. General Requirements

- Tower
  - All towers must be designed for at least 75 MPH basic wind in accordance with TIA/EIA-222-G.
  - All towers must be designed for 75 MPH wind with 0.050" ice.
  - All Steel components must be hot dipped galvanized.
  - Towers must be solid rod construction.
  - Guyed Towers will be 300' tall, all welded construction.
  - Self-supporting towers will be 195' tall, bolted construction.
  - All towers must have an OSHA-approved safety climb system for two-man safe operation with climb harnesses.
  - All towers must have required (FAA, FCC, etc.) warning/signal lights and monitoring and outage alerts via cell or landline phone.
  - An ice bridge must be installed between the Tower and shelter.
  - The tower must be grounded at all points with EIA grounding materials.
  - The tower must be installed in accordance with the design engineers' stamped drawings.
- Each tower will need an equipment shelter.
  - Each shelter must be at least 8'W x 8'L x 8'H.
  - Each shelter must have a 220v single phase 200 amp electrical service.



- Each shelter must have a main electrical circuit breaker panel, in addition to the electrical requirements of the air conditioning unit (see below), panel to have a minimum of ten 20 amp 110v circuits, only two 110v plugs per circuit and grounding bar installed. Grounding bar to be connected to tower.
- Each shelter must have a 1-phase, 2.5 ton air conditioning unit with a low temperature kit, capable of operating at -20° F.
- Each shelter shall be similar to a Thermo Bond Equipment Shelter.
  - The shelter must be installed on a concrete slab.
  - The minimum floor loading must be at least 200 pounds per square foot.
  - The minimum roof loading must be at least 100 pounds per square foot.
  - The minimum roof impact resistance must be at least 220 foot-pounds with no damage to either the exterior or interior of the roof or shelter.
  - The minimum wall wind load must be at least 120 mph.
  - There must be no air infiltration of the shelter when measured before installation of any through-the-wall, floor or roof items when exposed to winds of 50 mph.
  - The shelter must be on a skid assembly. The complete skid assembly must be painted with rust resistant paint or hot dipped galvanized after fabrication.
  - The complete underside of the floor assembly must be covered with a 16-mesh .011 wire mesh rodent shield, or similar, before the floor assembly is attached to the skid assembly.
  - The interior surface of the shelter floor must be covered with a commercial grade vinyl tile.
  - The exterior finish must be a precast concrete, aggregate or similar panel that requires minimal maintenance.
  - The interior walls must be a minimum of 5/8" OSB (oriented strand board) with .030 fiberglass reinforced plastic laminated to the interior side, or similar. The interior cores of the wall system must be filled with at least R-11 insulation.
  - The roof system must be comprised of at least 1 layer of 3/4" CDX plywood (exterior) and 1 layer of a minimum 5/8" OSB (oriented strand board) with .030 fiberglass reinforced plastic laminated to the interior side, or similar. The interior cores of the roof system must be filled with at least R-19 insulation.
  - At all points in the structure where two pieces of material come together, butt against each other, overlap each other or are fastened one to the other, the seams must be sealed with

industrial grade adhesive sealer during and after final assembly to insure water tight joints.

- The tower compound must meet the following specifications:
  - The compound must be surrounded with a weather-resistant chain-link fence with 3 strand barb wire top caps, or decorative fencing at least 6’ tall and with at least one (1) six foot (6’) wide lockable gate.
  - The compound must have appropriate surface treatment such as groundcover and crusted stone.
  - The compound must have an at least a 20 KW propane-powered generator for full connected service. The generator must have an automatic transfer switch. The HCP will supply the tank and propane.

### 2.2.2. Tower Locations and Types

Location / Number	Address	Elevation	Tower	North*	West*	Notes
Scheurer Hospital / SH1	170 N Caseville Rd, Pigeon, MI 48755	618'	190'	43° 50.024'	083° 16.893'	Self supporting / open field
Harbor Beach Hospital / HB2	210 S. 1st Street, Harbor Beach, MI 48441	623'	300'	43° 51.126'	082° 39.554'	Guyed tower / open field
Caro Hospital / CH3	401 N. Hooper St. Caro, Michigan 48723	782'	190'	43° 29.600'	083° 24.516'	Self supporting / Open space
Central Tower / CT4	Minden City MI	789'	300'	43° 40.140'	082° 51.819'	Guyed tower / open space
McKenzie Memorial Hospital / MM5	120 N. Delaware St, Sandusky, MI, 48471	776'	190'	43° 25.386'	082° 49.906'	Self supporting / In place of garage

\* Location is approximant.

### **3. Additional Requirements**

#### **3.1. Ownership of Equipment**

All equipment will become the property of the Thumb Rural Health Network (TRHN) once it is delivered and accepted by the TRHN.

#### **3.2. Site Visit**

Vendor is encouraged to attend a site visit of all locations. The site visit will be conducted in a single day. The one-time visit will be scheduled approximately 16 days after the initial posting on the USAC website, and full details will be available within 5 days of RFP posting at <http://fcc.mphi.org>.

**Vendors are strongly ENCOURAGED to attend but are NOT REQUIRED to attend.** Any vendor who plans attending is asked to email the project team at [fcc@mphi.org](mailto:fcc@mphi.org), notifying the project team of their plans to attend and how many people are coming.

#### **3.3. Vendor Invoicing and Payment Processes**

##### **3.3.1. Mandated Process**

The vendor invoicing process described in this section is mandated by USAC and its various administrative requirements.

##### **3.3.2. Invoice Incurred Costs on a Monthly Basis**

USAC will disburse RHCPP funds to the vendor based on the submission of detailed invoices for *incurred* eligible expenses. Invoices should be submitted on a monthly or less frequent basis. The vendor will be paid only for incurred costs: hardware will have to have been delivered and formally accepted *before* the vendor can invoice MPHI/USAC for *any* hardware or installation expenses. MPHI will only process invoiced items that are subject to acceptance and testing that have, in fact, been delivered and accepted.

##### **3.3.3. Identification of Tower Sites**

*Paragraph 2.2.2* shows how the vendor should identify each tower location. The vendor must use the location number (e.g., SH1 or HB2) in all invoicing transactions.

##### **3.3.4. Allocation of Costs**

Any cost that does not directly support the TRHN cannot be funded by the RHCPP project.

##### **3.3.5. Whom the Vendor Will Invoice for Which Costs**

The vendor will be reimbursed from two funding sources: the FCC (via USAC and MPHI) and the TRHN. The FCC (through USAC/MPHI) will reimburse up to 85 percent of the costs. The TRHN will cover the remaining amount (at least 15 percent).

### **3.3.6. Network Cost Worksheet (NCW)**

During the invoicing process—while the equipment is being installed—USAC mandates use of the Network Cost Worksheet (NCW) to process the charges. This RFP incorporates some elements of the NCW. MPHI will make the necessary conversions to the NCW format for submission to USAC, but the vendor’s cooperation will be required.

### **3.3.7. Five-Step Invoicing Process**

The vendor will invoice FCC/USAC/MPHI using the process detailed in this section.

#### **3.3.7.1. Vendor Invoices HCP and Collects Payment**

The vendor must first invoice the TRHN and *collect* its 15 (or more) percent share of the cost *before* it can invoice MPHI. Therefore, the first step in the invoicing process is to invoice the TRHN and collect payment.

#### **3.3.7.2. Vendor Invoices MPHI**

After receipt of payment from the TRHN, the vendor may invoice the balance (85 percent or less) to MPHI. The vendor must send MPHI:

- An invoice containing the data detailed below in *Paragraph 3.3.8* and showing the full cost, the amount paid by the TRHN, and the amount to be paid by USAC/MPHI;
- Proof that the TRHN has paid its required percentage; and
- A copy of the Network Cost Worksheet (NCW) page(s) that contains the TRHN’s invoiced items. These items should be highlighted.

Please note that a single invoice may include multiple items.

#### **3.3.7.3. MPHI Processes Invoice**

MPHI will review the invoice, proof of TRHN payment, and marked-up NCW. MPHI will reformat the invoice to USAC specifications (the USAC “Invoice Template” shown in *Appendix D*), certify the invoice, and return it to the vendor. At the same time, MPHI will submit documentation supporting the invoice to USAC.

#### **3.3.7.4. Vendor Certifies Invoice**

The vendor will also certify the invoice MPHI has prepared and then submit it to USAC for payment.

#### **3.3.7.5. USAC Reviews and Pays**

USAC will review the invoice submitted by the vendor and the supporting documentation submitted by MPHI and then pay the vendor. USAC currently pays invoices twice a month.

### **3.3.8. Invoice Requirements**

At a minimum, every vendor invoice submitted to MPHI must contain the following data elements:

- Vendor invoice number;

- Vendor invoice date;
- Vendor Billing Account Number (BAN);
- Total invoice amount;
- **Non-recurring costs.** Each and every identifiable one-time (non-recurring) cost to construct the TRHN must be described using the following fields:
  - A “Non-recurring” tag;
  - Identification of the tower location number . Use the numbers shown in Paragraph 2.2.2., e.g., SH1 or HB2.
  - General description of the item. The description of each hardware item must include the manufacturer and model number. If any costs are allocated among two or more tower sites, briefly explain why.
  - Category, e.g., equipment, infrastructure, etc.;
  - Component, e.g., fiber, network switch, router, T-1, bandwidth fee, connection fee, install fee, etc.
  - Optional expanded description/details/comments;
  - The number of items (e.g., two identical routers installed at the same site);
  - The cost per item; and
  - The total cost for this line item, i.e., the “number of items” times “the cost per item.”

### **3.3.9. Questions Regarding the Invoicing Process**

Questions regarding the invoicing process should be directed to [fcc@mphi.org](mailto:fcc@mphi.org).

### **3.4. Vendor Insurance Coverage**

At all times during the term of the Contract (including any contracts assigned to participating HCPs), the vendor shall maintain in full force and effect the insurance as listed below. All insurances shall be issued by insurers and for policy limits acceptable to MPHI, and the vendor shall furnish to MPHI certificates of insurance or other evidence satisfactory to MPHI evidencing the required insurance has been procured and is in force. The certificates shall include the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material modification affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

MPHI and all participating HCPs shall be additional insureds on the vendor’s Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance, and all other insurance described below; and the extent of the additional insured coverage afforded shall be no less broad than General Liability and Umbrella/Excess Liability, for Auto Liability, and other coverages, or substitute equivalent coverage. The additional insured coverage afforded under the vendor’s policies shall include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage shall be purchased and maintained by the vendor and shall be primary to any insurances, self-insurance, or self-funding

arrangement maintained by MPHI, which shall not contribute therewith, and include severability of interests under the insurance policies.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$5,000,000 products/completed operations, independent contractors liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU \$5,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from vendor's services rendered, or which should have been rendered, pursuant to the Contract
Property	The vendor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by the vendor in the performance of services under the Contract. MPHI shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the vendor in the performance of services under the Contract.

The vendor shall be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to the Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance.

All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission-approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers must be rated A+ or better by A.M. Best Company.

The vendor's subcontractors shall carry in full force and effect commercial general liability, pollution liability, automobile liability, and workers' compensation and employer liability insurance that complies with all terms of this section. In the alternative, the vendor, at its expense, may provide such coverage for any or all of its subcontractors.

Vendor may request a waiver, in their bid, of any of this items if they feel they are not required. However, MPHI may require the vendor to obtain any waived items before awarding of contract if in MPHI's opinion the coverage is necessary.

### **3.5. Security**

Employees of the vendor (or any subcontractor hired for this project) who are working at any participating HCP site must carry photo identification that shows the employee's name, employer, and an employer phone number to verify identity. They will be required to provide the identification to HCP personnel upon request.

At no time should the vendor, subcontractor, or any employee of same attempt to access, look at, review, log/record/retain/save/copy, redirect, or in any other way access the content of the traffic on the network. If, at any time, the vendor becomes aware that unauthorized access is taking place or has taken place, it is required to take immediate steps to stop current and/or future unauthorized access and immediately notify the HCP and MPHI.

Due to federal, state, and local privacy and security regulatory requirements, each HCP may add additional requirements and security checks.

## 4. Preparation and Submission of Proposal

### 4.1. RFP Process Calendar

All dates are offsets of the “Allowable Contract Date” (ACD) posted on the USAC website. The ACD is approximately the date the RFP is posted on USAC’s website plus 28 days. If any date falls on a weekend or federal holiday, the event will be moved to the next business day. Once an ACD has been set by USAC, an updated calendar with actual dates will be posted at <http://fcc.mphi.org>.

DATE - NUMBER OF CALENDAR DAYS	EVENT
ACD ~ - 28	Date RFP is posted on the USAC website
ACD ~ - 12	Approximant date of site visit
ACD ~ - 10	Last day to submit questions
ACD ~ +2	Proposals due from vendors

~ = approximately

### 4.2. Submission of Proposal

#### 4.2.1. Proposal Size and Format

The proposal should not exceed 50 pages of text, exclusive of attachments and appendices. The font should be clearly readable, similar to Times New Roman and no less than 12 point. All pages, exclusive of attachments and appendices, should be in 8.5” x 11” paper format and have at least one (1) inch margins. The proposal content is described in *Section 4.7*.

#### 4.2.2. Due Dates and Media

Proposal is due two days after the “Allowable Contract Date” (ACD) posted on the USAC website. See *Section 4.1* for details. Each vendor must submit its proposal in ***both*** electronic and paper formats:

- Electronic Submission Required.** One electronic copy of the proposal in Microsoft Word or Adobe Acrobat PDF format must be e-mailed to MPHI at [fcc@mphi.org](mailto:fcc@mphi.org) no later than 5 p.m. (Lansing, MI time) on the due date. The total size of any single e-mail should not exceed nine (9) megabytes. If any file(s) will cause the e-mail to exceed that size limit, please separate the submission into two or more separate e-mails and clearly labeled them “1 of *n*”, “2 of *n*”, and so forth (where *n* = the total number of e-mails).
- Paper Submission Required.** Three (3) hard copies, each copy in a separate three-ring binder, must be physically delivered to MPHI no later than three (3) business days after the e-mail version is due. Delivery may be made by the U. S.



Postal Service, by express delivery service, or in person using the following physical address:

Michigan Public Health Institute  
Attn: FCC Team  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864

- **Caveats.** Late bids will not be considered. If there is any variance between the electronic and printed versions, except for signatures, the Evaluation Committee may reject the proposal in whole or in part. Do not submit proposals by fax.

#### 4.2.3. Acknowledgement

Within three business days of receipt of **both** the electronic and paper versions of the vendor's proposal, MPHI will notify the primary contact by e-mail of successful receipt. If receipt of a vendor's proposal is not acknowledged when expected, please contact MPHI at [fcc@mphi.org](mailto:fcc@mphi.org).

#### 4.3. Vendor Qualifications

All vendors submitting proposals must meet the following minimum qualifications:

- The vendor must be a manufacturer-authorized vendor of all of the equipment proposed.
- The vendor must have a current FCC Registration Number (FRN). More information about obtaining an FRN can be found at <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>.
- The vendor must have a current USAC Service Provider Identification Number (SPIN). More information about obtaining a SPIN can be found at <http://www.usac.org/rhc-pilot-program/vendors/step01/service-provider-id.aspx>.
- The vendor must be in "good standing" with the FCC, the State of Michigan, and local governments in the service area. Any bidder found to be in FCC "Red-Light Status" will be automatically disqualified.
- The vendor must be thoroughly familiar with any and all laws, statutes, rules or regulations related to this project, including, but not limited to:
  - FCC Order 06-144<sup>7</sup>;
  - FCC Order 07-198<sup>8</sup> including correction;
  - The Telecommunications Act of 1996<sup>9</sup>;
  - USAC's RHCPP process<sup>10</sup>;
  - The Michigan Telecommunications Act<sup>11</sup>;
  - The Metro Act<sup>12</sup>; and

<sup>7</sup> [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/FCC-06-144A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-06-144A1.pdf)

<sup>8</sup> [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/FCC-07-198A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-07-198A1.pdf)

<sup>9</sup> <http://www.fcc.gov/telecom.html>

<sup>10</sup> <http://www.usac.org/rhc-pilot-program/vendors/>

<sup>11</sup> 1991 PA 179, as amended, MCL 484.2101 *et seq.*

<sup>12</sup> 2002 PA 48, as amended, MCL 484.3101 *et seq.*

- Other Applicable Local, State, and Federal Laws.

#### **4.4. Use of Subcontractors**

The vendor must identify all subcontractors that will be paid more than ten percent (10%) of the overall project budget. Additionally, the vendor must provide the role of each subcontractor, the subcontractor's experience in that role, and the vendor's relationship with the subcontractor. All subcontractors must have at least one year of experience in the services they will be providing.

In any subcontracts entered into by the vendor for the performance of services, the vendor shall require the subcontractor, to the extent of the services to be performed by the subcontractor, to be bound to the vendor by the terms of the Contract and to assume toward the vendor all of the obligations and responsibilities that the vendor, by the Contract, assumes toward the project. MPHI reserves the right to receive copies of and review all subcontracts, although the vendor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to MPHI. The management of any subcontractor will be the responsibility of the vendor, and the vendor shall remain responsible for the performance of its subcontractors to the same extent as if the vendor had not subcontracted such performance. The vendor shall make all payments to subcontractors or suppliers of the vendor. Except as otherwise agreed in writing by MPHI and the vendor, MPHI will not be obligated for direct payments for the services other than to the vendor. MPHI's written approval of any subcontractor engaged by the vendor to perform any obligation under the Contract shall not relieve the vendor of any obligations or performance required under the Contract.

#### **4.5. Restriction on Multiple Submissions**

Each vendor (based on federal tax ID) may submit only one proposal as a *primary* contractor. However, any such vendor may be named as a subcontractor in other proposals.

#### **4.6. Inquiries about the RFP**

Other than the methods described in this document, no other communication between prospective vendors and the project team is permitted during the bidding process, from the time the RFP is posted on USAC's website until award of the contract. Vendors should not contact individual HCPs or TRHN. Any unauthorized contact may disqualify the vendor.

Any questions concerning this RFP must be submitted in writing to the project team. Vendors are strongly encouraged to review this RFP and any questions and answers posted on the <http://fcc.mphi.org> website before submitting a question. Questions may be submitted:

- By e-mail at [fcc@mphi.org](mailto:fcc@mphi.org) **OR**
- By mail to: Michigan Public Health Institute  
Attn: FCC RHCPP Team  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864

Each question and answer will be posted on the project website (<http://fcc.mphi.org>). MPHI will do its best to respond in a timely manner, but an answer may require a response from USAC or the FCC. In no case will a failure of MPHI to answer a submitted question extend the proposal due date.

MPHI will not identify the source of the question. However, vendors are responsible for phrasing questions in a way that does not reveal their identity, if possible.

## **4.7. What to Submit: Mandatory Proposal Content**

### **4.7.1. Cover Letter**

A cover letter must accompany the proposal documents. The letter should clearly identify the MPHI RHCPP RFP00; the vendor; the primary contact for the vendor's proposal; and his or her contact information, especially an e-mail address. The cover letter must be signed by an individual authorized and empowered to bind the vendor to the provisions of this RFP and any Contract awarded pursuant to it. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

### **4.7.2. Vendor Questionnaire**

Complete and attach the Vendor Questionnaire found at *Appendix B* to this RFP.

### **4.7.3. Certifications and Assurances**

Complete, sign, and attach the Vendor Certification and Assurances found at *Appendix C*. Also, submit a sworn and notarized affidavit as described in *Section 6.4, Conflicts of Interest*.

### **4.7.4. Executive Summary**

Provide an executive summary with the following information.

- Overview of the vendor's proposed solution(s);
- Vendor Capabilities. Describe the firm's experience and capabilities in providing services similar to those requested in this RFP.

### **4.7.5. Technical**

In this section vendors must respond in full and with specificity to *Part 2* of this RFP ("Description of Infrastructure, Products, and Services Sought"). The vendor's proposal must detail how the proposed network will meet all of the requirements of this RFP.

Responses should include the manufacturer's hardware specification/data sheet for each proposed model of equipment. These items may be provided as attachments to the proposal.

#### **4.7.6. Costs**

The vendor must submit a detailed cost breakdown by site. Breakdown must include a detailed listing of labor and materials per site/tower.

#### **4.7.7. Implementation/Shipping Schedule**

Provide an implementation/shipping schedule, by week, showing when each item will be delivered/installed. Provide a brief overview of how the implementation schedule was devised and will be executed.

#### **4.7.8. Vendor Staffing**

Provide a staffing summary with the following information.

- Primary Contact Person and Alternate (complete contact information);
- Project Management Staffing and Qualifications (if any). Provide resumes describing the educational background and work experiences for each of the key staff who will be assigned to the project. MPHI prefers some or all of the project management staff to be Project Manager Professionals (PMPs) certified by the Project Management Institute (PMI) or to hold similar certification;
- Subcontractors Coordination (if any): Identify and provide the qualifications of key staff who will coordinate subcontractor activities, if any; and
- Subcontractors (if any): Identify all subcontractors that will be paid more than ten percent (10%) of the overall project budget, if any, and provide the qualifications of at least one (1) key staff person for each such subcontractor, if any, as defined in *Section 4.4*.

#### **4.7.9. Exceptions/Alternatives to These Requirements**

All exceptions to the requirements of this RFP must be delineated in this section of the vendor's response to the RFP; otherwise, all requirements of this RFP will be considered to be acceptable by the vendor. For the proposal to be considered, proposed alternatives must be identified and explained in this section.

#### **4.7.10. Miscellany**

If any bidder plans to request that MPHI include in the Contract all or a portion of the vendor's form of contract, that form must be attached to the proposal.

#### **4.8. Fixed Price Period**

All prices, costs, and conditions outlined in a vendor's proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

#### **4.9. Oral Presentations and/or Demonstrations**

MPHI may require any vendor to make oral presentations to supplement its proposal. MPHI will make every reasonable attempt to schedule each oral presentation at a time and location that is agreeable to the vendor.

#### **4.10. Incurred Costs to Propose**

MPHI is not liable for any costs incurred by any bidders or vendors prior to the execution of a Contract by all parties.

#### **4.11. Errors and Omissions in a Proposal**

A vendor may revise a proposal on its own initiative at any time before the deadline for submission. The vendor must submit the revised proposal in the same manner as the original was submitted. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date.

#### **4.12. Errors and Omissions in the RFP**

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify MPHI (at [fcc@mphi.org](mailto:fcc@mphi.org)) of such error and request modification or clarification of the RFP document. In the event it becomes necessary to provide additional data or information, or to revise any part of this RFP, MPHI will provide supplements and/or revisions via email to all vendors who have submitted a letter of intent to bid. MPHI will also post the supplements and/or revisions on the project website, <http://fcc.mphi.org>. Each vendor is responsible for ensuring that its proposal reflects any and all supplements and revisions issued prior to the proposal due date, regardless of how early in the process a vendor submits a proposal.

#### **4.13. Objections to RFP Terms**

Should a vendor object on any ground to any provision or legal requirement set forth in this RFP, the vendor must send a written letter setting forth with specificity the grounds for the objection. The letter must be received 15 days before the Allowable Contract Date posted on USAC's website. Letters should be sent to:

Michigan Public Health Institute  
Attn: FCC RHCPP Team  
2436 Woodlake Circle, Suite 300  
Okemos, MI 48864

Objections letters will not be acknowledged by MPHI; if a vendor wants proof of delivery, the letter should be sent by certified mail or some other form of service that provides proof of delivery.

The failure of a vendor to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection and the right to object.

#### **4.14. No Waiver of RFP Provisions**

No waiver by MPHI of any provision of this RFP shall be implied from any failure by MPHI to recognize or take action on account of any failure by a vendor to observe any provision of this RFP.

**4.15. Ownership and Disclosure of Proposals Submitted in Response to This RFP**

Proposals submitted in response to this competitive procurement shall become the property of MPHI. MPHI will share all proposals with internal staff and all the members of the Evaluation Committee. All proposals received shall remain confidential, with the exception of any information MPHI is legally required to disclose.

**4.16. Acceptance of RFP/Proposal Content**

The contents of this RFP and the vendor's proposal will become contractual obligations, if a Contract ensues. Failure of the vendor to accept these obligations will result in cancellation of the award.

## **5. Evaluation / Selection / Award Process**

### **5.1. Evaluation Procedure**

The evaluation and selection of a vendor will be based on the information submitted in the proposal, and any required oral presentations and/or demonstrations. Vendors should respond to ALL requirements of the RFP. Failure to respond completely may lead to rejection of a proposal.

### **5.2. Evaluation Committee**

MPHI's Evaluation Committee will consist of MPHI staff, State of Michigan government employees, and representatives from the TRHN. They will be chosen because of their special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP or because of their knowledge of MPHI's requirements for these product(s) and/or service(s). From the time the RFP is posted on USAC's website until award of the contract, vendors may not knowingly contact members of the Evaluation Committee (other than the primary and alternate RFP contacts) regarding this RFP or the RHCPP project except at MPHI's request. Any intentional, unauthorized contact may disqualify the vendor's proposal.

### **5.3. Evaluation Criteria and Weighting**

The proposals will be reviewed first to determine if all mandatory requirements have been met. Failure to meet any mandatory requirement may result in the proposal being rejected. Both the vendor *and* any or all subcontractors identified by the proposal requirement in *Section 4.7.8* may be evaluated on these criteria.

Proposals will then be ranked using the following criteria:

- 50% - Cost
- 30% - Technical solution
  - Ability of the proposed solution to meet all technical requirements; and
  - Resiliency/redundancy of the items.
- 10% - Vendor qualifications and experience
  - Demonstration that the vendor can complete the project on time and on budget and deliver a complete and solid solution; and
  - Demonstration that the vendor has a full understanding of the purposes described in this RFP and the laws applicable to the project.
- 10% - Implementation
  - Implementation time frame;
  - Implementation plan and approach; and
  - Vendor's project management process.

**5.4. Contract Award:**

Once bids have been received and evaluated, MPHI will provide copies of all of the compliant bids to the Evaluation Committee. The Evaluation Committee will then evaluate the bids and select a vendor. The Evaluation Committee may request additional information from any bidder. MPHI will negotiate a Contract with the selected vendor.

**5.5. Contract Award: Right to Reject Proposals and Negotiate Contract Terms**

MPHI expressly reserves the right to accept or reject any or all bids in whole or in part, to waive any irregularities therein, and to award the Contract(s) to other than the low-cost bidder. MPHI reserves the right to approve subcontractors for this project and to require the vendor to replace subcontractors who are found to be unacceptable. MPHI reserves the right to award the Contract to a bidder who, in MPHI's sole discretion, provides bid quotations that are in the overall best interests of MPHI and this project. If a Contract is awarded, it will be granted to the most responsive and responsible vendor with whom MPHI is able to negotiate a Contract that meets the objectives of the RHCPP. The Contract will contain all of the requirements and terms set forth in this RFP, plus such additional terms as are acceptable to MPHI and its legal counsel to carry out the intent of this RFP and address the information submitted by the bidder(s) in response to this RFP. Any Contract entered into as a result of this RFP will be contingent upon USAC and FCC approval.

**5.6. Notification of Intent to Award**

Any vendor who responds to this RFP will be notified in writing (e.g., by e-mail) of MPHI's intent to award a Contract as a result of this RFP.



## **6. Additional Information**

### **6.1. Commitment of Funds**

The Executive Director of MPHI is the only individual who may legally commit MPHI to the expenditures of funds for a Contract resulting from this RFP. No cost chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract.

### **6.2. Laws That Apply**

All proposals submitted in response to this RFP and any Contract shall be subject to all applicable laws and procedures, including, but not limited to, all FCC Orders, Statutes, and USAC requirements mentioned in this RFP. All proposals should also demonstrate familiarity with local authority over the management of rights-of-way (*see* Art. VII, Sec. 29 of the Michigan Constitution of 1963; Metro Act, MCL 484.3101 *et seq.*) and the benefits and impacts of the project community-wide in accomplishing the purposes of those laws.

### **6.3. Indemnification**

MPHI and the participating HCPs are to be indemnified and held harmless by the vendor and all subcontractors for the vicarious liability of MPHI and the participating HCPs as a result of this RFP and any resulting Contract(s).

#### **6.3.1. General Indemnification**

Vendor agrees to indemnify, defend, and hold harmless MPHI, all participating HCPs, and their respective Boards of Directors, in their official and individual capacities, administrators, employees, agents, contractors, successors, and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) acts or omissions of the vendor, its officers, directors, employees, successors, assignees, contractors, and agents; (ii) any breach of the terms of the Contract by vendor; or (iii) any breach of any representation or warranty by vendor under the Contract.

#### **6.3.2. Environmental Indemnification**

Throughout the term of the Contract, vendor shall not permit itself or any third party to use, generate, handle, store, or dispose of any Hazardous Substances in, on, under, upon, or affecting any HCP or MPHI property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract, vendor shall indemnify, defend, and hold harmless all participating HCPs and MPHI from and against all liabilities, claims, losses, costs, and expenses (specifically including, without limitation, attorneys', engineers', consultants', and experts' fees, costs, and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of vendor, from operations or services in or about any HCP or MPHI property by vendor or its agents or employees. As used herein, the term

“Hazardous Substances” shall mean (i) any hazardous or regulated substance as defined by all federal, state, and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) (“RCRA”), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.) (“EPCRA”), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state, or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the Contract Date, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid, or gaseous form, or (iii) any such substance the release, discharge, or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of the Contract.

#### **6.4. Conflicts of Interest**

All proposals must be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the vendor or any employee of the vendor and any member of the MPHI Board or the individuals identified in *Section 1.3*. Any proposal not accompanied by said sworn and notarized affidavit will not be considered or accepted by MPHI.

#### **6.5. Right to Audit / Cooperation with FCC/USAC Auditors**

MPHI reserves the right to conduct, at its expense, an independent audit of the vendor’s records pertaining to this project. In the event any question arises during an FCC/USAC audit of MPHI’s project records, the vendor is required to reply to auditor questions about the RHCPP project within three business days. The FCC and or USAC may audit the winning vendor; vendors are expected to cooperate fully. Failure to cooperate with any audits may result in termination of the Contract.

#### **6.6. Maintenance of Requirements to Do Business and Provide Services**

The vendor and any subcontractors, at their cost, shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this RFP and any resulting contact(s) and, where applicable, shall comply with all applicable laws including, but not limited to, those regarding safety, unemployment insurance, disability insurance, and worker's compensation

**6.7. Reasonable Accommodations**

Upon request, MPHI will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities. If you require accommodations, please contact the primary RFP contact.

**6.8. EEO: Minority- Veteran- & Women-owned Business Participation**

While MPHI encourages minority-, veteran-, and women-owned businesses to submit a proposal or participate as a subcontractor to a vendor who is submitting a proposal, no preference will be given based on business type.

## **7. Appendices**

- A. Acronyms and Definitions
- B. Vendor Questionnaire
- C. Vendor Certification and Assurances
- D. USAC Invoice Template

**A. Acronyms and Definitions**

Allowable Contract Date (ACD)	Date set by USAC that is the first acceptable date to sign a contract for any USAC supported services. Typically 28 day after posting of RFP and related documents to the USAC website.
AES	The Advanced Encryption Standard is a block cipher adopted as an encryption standard by the U.S. government.
APC	The Assistant Project Coordinator for an RHCPP project. MPHI's APC is Jeff Shaw.
ATM	Asynchronous transfer mode
Billing Account No.	A service provider number used on Form 467
Certification	Participants, vendors, and the Project Coordinator must each file a certification with the FCC and USAC stating that RHCPP funds were used for the intended purposes.
Contract Date	The Contract shall be effective on the date indicated in the Contract.
DES	The data encryption standard is a cipher (a method for encrypting information) first used in the mid-1970s that is now considered to be insecure for many applications.
Eligible HCP	For purposes of its rural health care support program, the FCC narrowly defines "health care provider (HCP)" to include community health centers or health centers providing health care to migrants, local health departments or agencies, community mental health centers, not-for-profit hospitals, rural health clinics, and combinations of these five entities. The FCC excludes the following: nursing homes, hospices, other long-term care facilities, emergency medical service facilities, and pharmacies. Ineligible HCPs participating in RHCPP projects must be treated as if they are for-profit entities (i.e., they must pay 100 percent of the costs of any benefits received from a RHCPP-funded project in which they participate).
Ethernet	A family of frame-based computer networking technologies for local area networks
Evergreen Status	USAC grants this status to participants whose RHCPP-funded vendor contracts meet five criteria: both parties identified; signed & dated by both parties; type and term of service specified; specific duration; and reviewed & verified by USAC.
FCC	Federal Communications Commission
FCC 07-198	FCC Order 07-198 released on 19 Nov. 2007 (and corrected by Erratum DA 07-5018 released on 17 Dec. 2007) selected participants in the RHCPP, clarified the facilities and services eligible for RHCPP funding, provided specific guidance regarding RHCPP paperwork requirements, reaffirmed the necessity for competitive bidding of proposed network projects, and established an audit and oversight mechanism for the RHCPP.
FCL	USAC issues a Funding Commitment Letter for each RHCPP funding year after receipt of all required documentation. FCLs are accompanied by approved Network Cost Worksheets (NCWs).

Force Majeure	Force Majeure shall include acts of God, acts or omissions of the other party, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other events beyond the reasonable control of the affected party. Any delay or failure in performance caused by Force Majeure shall extend or excuse the affected party's performance accordingly, in whole or in part, as may be reasonable under the circumstances.
Form 465	Health care providers submit this two-page "Description of Services Requested & Certification Form" to USAC to request bids for eligible services. The Form 465 and RFP information will be posted for bidding by vendors.
Form 465 Attachment	An explanation of network participant eligibility
Form 466-A	Project Coordinators submit the two-page "Internet Service Funding Request and Certification Form" to USAC for <u>each vendor</u> selected through the competitive bidding process. The form and accompanying documentation must show the type(s) of network construction ordered and the cost.
Form 466-A Attachment	Identifies the services to be provided to each HCP and the locations to be served by the vendor
Form 467	The Project Coordinator submits this "Health Care Providers Universal Service Connection Certification" form for each vendor once it begins to receive services from the vendor. Upon receipt, USAC will issue a Health Care Provider Support Acknowledgement Letter (with a summary of the funding available to each participant) to the PC and vendor and post it the SharePoint website.
Form 498	Each vendor must obtain a Service Provider Identification Number (SPIN) by submitting a "Service Provider Identification Number and Contact Information Form" to USAC.
FQHC	Federally Qualified Health Clinic. There are 72 FQHCs in Michigan's five rural medical trading areas (MTAs).
FRN	10-digit FCC Registration Number which is required to conduct business with the FCC and required to bid on this RFP
Funding Request No.	The number the USAC's Funding Commitment Letter (FCL) assigns to a service request
Funding Year	USAC fiscal year, June through July. Funding Year 2007 ran from July 2007 through June 2008.
Gbps or Gb	Billions of bits per second
H.323	H.323 is an umbrella recommendation from the International Telecommunication Union Telecommunication Standardization Sector (ITU-T) that defines the protocols to provide audio-visual communication sessions on any packet network.
HCP	Health care provider. See "eligible HCP."
Health Care Provider Support Acknowledgement Letter	The letter USAC issues to the Project coordinator and vendor upon receipt of a participant's Form 467. Once received, invoicing may begin.
HIE	Health information exchange
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAD	USAC's Internal Audit Division
Interruption of Service	For the purpose of this project an <b>interruption of service</b> is defined as any two (2) second interval with a complete interruption of

	transmission or a bit error rate of worse than $1 \times 10^{-9}$ for a particular communication path within a route, including VPN traffic/routes. The following shall not be deemed an interruption: a) any period during which the customer fails to afford access to any facilities for the purpose of investigating and clearing troubles; b) planned maintenance outages; c) Force Majeure events; d) interruptions of a service that is in whole or in part off-net to the vendor; e) announced maintenance in the acceptable maintenance window; and f) interruptions caused in whole or in part by the customer equipment.
IHS	The Indian Health Services (IHS) provides care for nearly two million American Indians and Alaska Natives across the United States.
Internet2	A nationwide internet backbone infrastructure owned by a networking consortium consisting of the research and education communities
Invoice Template	The USAC Invoice Template is used by RHCPP participants to submit invoices.
IP	The Internet Protocol is a protocol used for communicating data across a packet-switched network using the TCP/IP suite of protocols.
IPS	An intrusion prevention system (IPS) is a computer security device that monitors network and/or system activities for malicious or unwanted behavior and can react, in real-time, to block or prevent those activities.
IPSec	Internet Protocol Security is a suite of protocols for securing Internet Protocol (IP) communications by authenticating and/or encrypting each IP packet in a data stream.
IPv6	Internet Protocol version 6
LOA	A Letter of Agency is required from each health care provider/facility participating in a RHCPP project.
Mbps or Mb	Millions of bits per second
MDCH	Michigan Dept. of Community Health
Metcalf's Law	The value of the network is proportional to the square of the connections.
Metro Act	2002 PA 48, as amended, MCL 484.3101 <i>et seq.</i>
Michigan FCC Pilot Program Collaborative	The Michigan FCC Pilot Program Collaborative was a statewide collaborative of health care stakeholders created to provide structure and direction to Michigan's effort to participate in the RHCPP.
Michigan Telecommunications Act	1991 PA 179, as amended, MCL 484.2101 <i>et seq.</i>
MiHIN Resource Center	The Michigan Health Information Network (MiHIN) Resource Center ( <a href="http://www.mihin.org">www.mihin.org</a> ) provides guidance, direction, and coordination to regional and statewide health information exchange (HIE) initiatives in the state.
MPHI	The Michigan Public Health Institute is a Michigan 501(c)(3) non-profit corporation whose mission is to plan, promote, and coordinate all facets of health care services. MPHI frequently acts as an agent for the State of Michigan and currently administers a number of health information technology initiatives on its behalf.
MPLS	Multi-protocol label switching

MTA	A Medical Trading Area (MTA) is a largely self-organizing geographic market area in which a delineated population receives most of their medical services. MTA identification takes into account where patients seek medical care as well as where their health professionals refer them for specialized care. In this regard, MTA analysis focuses on the geographic origins of patients (i.e., counties, towns, zip codes, etc.) seeking medical services and the geographic areas served by particular health care service providers such as hospitals. For example, most of the residents of the Upper Peninsula (UP) tend to receive their health care in the UP. There are nine MTAs in Michigan.
MTBF	Mean time between failures
NCC	North Central Council of the Michigan Health and Hospital Association, a non-profit association of 13 hospitals and health systems in the 21-county Northern Lower MTA
NCW	The Network Cost Worksheet provides a line-item breakdown of total network costs (eligible and ineligible). USAC provides an approved version with the Funding Commitment Letter (FCL). This approved version reflects the final list of items for which each HCP participant will receive funding.
Network Convergence	The IP Multimedia Subsystem (IMS) is a concept for an integrated network of telecommunications carriers that would facilitate the use of IP (Internet Protocol) for packet communications in all known forms over wireless or landline. Examples of such communications include traditional telephony, fax, e-mail, Internet access, Web services, Voice over IP (VoIP), instant messaging (IM), videoconference sessions and video on demand (VOD). IMS was originally conceived in the late 1990s as part of a plan for worldwide deployment of mobile telecommunications networks that would interface with the public switched telephone network (PSTN). IMS is part of the Third Generation Partnership Project (3GPP).
NLR	National LambdaRail nationwide internet backbone infrastructure
Operation Date	The date that is the later of the completion of the installation of a participating HCP site's broadband infrastructure/hardware/software, satisfactory testing of same, and formal acceptance of same.
PC	The Project Coordinator for an RHCPP project. MPHI's PC is Jeff Taylor.
PR	PR is the USAC-employed Project Reviewer for an RHCPP project. He or she is the direct point-of-contact for the PC/APC and helps guide them through the information submission and funding processes. He or she reviews forms and associated documentation submitted by the PCs.
RFP	Request for proposal
RHC	Rural health care
RHCPP	The Rural Health Care Pilot Program is an FCC project designed to help public and non-profit health care providers deploy a state or regional dedicated broadband health care network and optionally connect it to the larger internet system.
RUCA code	Rural-Urban Commuting Area code



Rural Area	In 2004 the FCC defined "rural area" for purposes of its rural health care support mechanism. While the actual definition is technical, in practical terms, a "rural area" is one that is not within or near a large population base.
Rural Health Care (RHC) Support Mechanism	The rural health care support mechanism is an FCC initiative (funded by monies collected through the Universal Service Fund) that implements the Telecommunications Act of 1996. The RHC support mechanism ensures that rural health care providers pay no more than their urban counterparts for their telecommunication needs in the provision of health care services.
SLA	Service level agreement
SLHIE	State-level health information exchange
SONET	The synchronous optical networking standard for fiber optic networks that allows multiple technologies and vendor products to interoperate by defining standard physical network interfaces
SPIN	A Service Provider Identification Number is required for any entity providing services to RHCPP participants. It is obtained by submitting a Form 498 to USAC and is required to bid on this RFP
SSL	Secure Sockets Layer, a cryptographic protocol that provides secure communications on the Internet
Support Acknowledgement Letter	Letter USAC posts to SharePoint after it receives a completed Form 467
Telecommunications Act of 1996	The Telecommunications Act of 1996 mandated that rural health care providers be provided with "an affordable rate for the services necessary for the provision of telemedicine and instruction relating to such services." To implement this statutory directive, the FCC adopted the current rural health care support mechanism.
Telehealth	Telehealth is the delivery of health-related services and information via telecommunications technologies. Telehealth is an expansion of telemedicine, and unlike telemedicine (which more narrowly focuses on the curative aspect), it encompasses preventive, promotive, and curative aspects of health care.
Telemedicine	Telemedicine is the use of telecommunications technologies to provide health care services to distant locations.
Triple DES Encryption	Triple DES is a block cipher formed from the Data Encryption Standard (DES) cipher by using it three times.
TSP	The Telecommunications Service Priority Program is an FCC program used to identify and prioritize telecommunication services that support national security or emergency preparedness missions, including health care. TSP connections must be repaired first and are given priority in times of emergency.
TRHN	Thumb Rural Health Network (Huron, Sanilac, and Tuscola Counties)
UPTN	Upper Peninsula Telehealth Network
USAC	The Universal Service Administrative Company is an independent, not-for-profit corporation that the FCC has designated to administer USF programs. USAC administers the RHCPP and ensures the Program's fiscal integrity.

USF	The Universal Service Fund is a mechanism for assessing interstate long distance carriers in order to subsidize telephone service to low-income households and high-cost areas. The law that created the USF was amended in 1996 to also help make telehealth services affordable for rural health care providers.
USGV6	A profile for U.S. government use of the IPv6 standard
VOIP	Voice over Internet protocol is protocol optimized for the transmission of voice through the Internet or other packet-switched networks.
VPN	A virtual private network is a computer network in which some of the links between nodes are carried by open connections or virtual circuits in some larger network (e.g., the Internet) instead of by physical wires.

**B. Vendor Questionnaire**

Corporate Name:		Federal EIN:	
Corporate Address:			
Address (line 2):			
DUNS Number:		State of Incorporation:	
FCC Registration Number (FRN):		USAC Service Provider Identification Number (SPIN):	
Primary Point of Contact:			
Name:			
Address:			
Primary Phone:		Alternate Phone:	
Email:			
Alternate Point of Contact:			
Name:			
Address:			
Primary Phone:		Alternate Phone:	
Email:			
Reference 1:			
Company:			
Point of Contact Name:		Phone:	
Email:			
Description of Project: (approx. 100 words)			
Reference 2:			
Company:			
Point of Contact Name:		Phone:	
Email:			
Description of Project: (approx. 100 words)			
Reference 3:			
Company:			
Point of Contact Name:		Phone:	
Email:			
Description of Project: (approx. 100 words)			
Completed By (Name):		Completed Date:	

### **C. Vendor Certification and Assurances**

The Vendor must complete and sign this document. It must be signed, in the space below, by an individual empowered to bind the vendor to the provisions of this RFP and any Contract awarded pursuant to it.

Vendor's Legal Entity Name: \_\_\_\_\_

Vendor's Federal Employer Identification Number: \_\_\_\_\_

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by MPHI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180 day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee(s) of the State of Michigan, the Michigan Public Health Institute (MPHI), or a participating Health Care Provider (HCP) whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.
5. I/we understand that MPHI will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the MPHI, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been, and will not be, knowingly disclosed by the above-named Vendor, directly or indirectly, to any other vendor or to any competitor prior to MPHI opening bids.
7. I/we agree that submission of the attached proposal constitutes acceptance of the Request for Proposals (RFP) contents. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page(s) attached to this document.

8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or to not submit a proposal for the purpose of restricting competition.
9. I/we grant MPHI the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services contemplated in this procurement.
10. I/we have read and understand the RFP, all related legal documents, and related laws applicable to this proposal and shall comply with all aforementioned items, including, but not limited to:
  - FCC Order 06-144
  - FCC Order 07-198 including correction
  - The Telecommunications Act of 1996
  - USAC's program process
  - Local, State, and Federal Laws
11. I/we understand and, if selected, will comply with the all requirements of this RFP, including, but not limited to, those listed in *Part 3* of this RFP:
  - The invoicing and payment processes described in *Section 3.3*
  - The insurance requirements described in *Section 3.4*
  - The security provisions described in *Section 3.5*
12. I/we acknowledge receipt of Addendum \_\_\_\_\_ (if any).

*On behalf of the firm submitting this proposal, my Signature below attests to the accuracy of the above statements.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### D. USAC Invoice Template

Rural Health Care Pilot Program Invoice

Project Name: Michigan Public Health Institute						1) Email: RHCPilot@usac.org 2) Mail: RHC Pilot Program 150 South Jefferson Road Whippany, New Jersey 07981 3) Fac: 973-660-6518				FOR RHCD USE ONLY Header Verification _____ RHCD Processed Date _____ Number of Records Approved _____ Number of Records Approved _____ RHCD Approved Total Amount _____ Generated Date					
SPIN: _____						Total Invoice Amount: <b>\$0.00</b>				Total Amount Remaining Before This Invoice: <b>\$0.00</b>					
Vendor Name: _____						Funding Year: _____				HCP Number: 17231					
Vendor Invoice Number: _____						Amount committed on NOW and remaining after previously submitted invoices				Items Requested This Invoice			RHICPP Support Amount		
Invoice Date to RHCD (mm/dd/yyyy): _____						7. Total # of Items / Months Remaining	8. Committed Total Cost per Item / Month (100%)	9. Total Eligible Cost (%)	10. Total Funds Remaining	11. Total # of Items / Months Requested	12. Total Actual Cost Per Item (100%) (as invoiced by vendor)	13. Total Eligible Cost (\$) (total actual cost * % eligible)	14. RHIC Funding % Requested (max 85%)	15. Support Amount to be paid by USAC (max 85%)	FRN Code
Total Invoice Amount: <b>\$0.00</b>															
RCL Amount Remaining Before This Invoice: <b>\$0.00</b>															
Funding Year: _____															
HCP Number: 17231															
FRN: _____															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46		

Vendor Initial \_\_\_\_\_

1 of 3

PC Initial \_\_\_\_\_