

August 26, 2011

**Oregon Health Network
Request for Proposals Number 14***

***This request for proposals is issued by the Oregon Health Network
on behalf of the State of Oregon, acting by and through
the Department of Corrections and other purchasers**

For Network Access and Transport Links

Due Date: On the allowable contract date posted on the Universal Service Administrative Company (USAC) web site. See <http://www.usac.org/rhc-pilot-program/tools/search-postings.aspx>

Table of Contents

Introduction.....	3
General Information.....	6
Network Access and Transport.....	15
Evaluation Criteria.....	22
Attachment A: Proposer Representations, Attestations, and Certifications...	23
Attachment B: Terms and Conditions.....	26
Attachment C: Certificate of Insurance.....	30
Attachment D: State of Oregon Rules and Requirements.....	32
Attachment E: Oregon State Data Center Points of Presence.....	33
Appendix A: Network Access Site List.....	34

Introduction

Oregon Health Network (OHN) requests proposals for components of an Internet Protocol (IP) network to provide broadband connections among hospitals, clinics, health education institutions and other health care providers and institutions throughout Oregon. The network is intended to provide a reliable data transport platform for a wide variety of health-related applications, including rapid transfer of very large digital imaging files, exchange of electronic medical records, and real-time high-quality videoconferencing for medical education, telemedicine consults and medical procedures.

OHN Request for Proposals number 1 (RFP #1)¹ asked for proposals for common network elements, including a Network Operations Center and regional data exchanges, plus network connectivity for a few initial sites. For more information about the Network Operations Center and the regional exchanges, see RFP #1. RFP #2 through RFP #13 asked for proposals for network connectivity for a number of additional sites. This RFP #14 asks for proposals for connectivity for yet more sites including facilities for the State of Oregon, acting by and through the Department of Corrections. Service to additional sites may be requested in subsequent requests for proposals.

The public Internet, as it currently exists, is not suitable for all health applications in Oregon for two reasons. First, many rural locations do not have adequate network capacity for rapid transfer of large files or for high-quality real-time applications. Second, real-time medical network applications require stronger guarantees of availability and service quality than the current “best efforts” standard of the public Internet.

OHN is not seeking to purchase or lease telecommunications infrastructure that is exclusively dedicated to health applications. Rather, OHN seeks to be one tenant in infrastructure that also could be used for a wide variety of other governmental, educational or business applications. OHN does not require a responder to propose to provide the entire network. The large number of different telecommunications carriers and Internet Service Providers (ISPs) serving different geographic regions of the state make it unlikely that one provider would have the most cost-effective solution for every different location. OHN seeks the most cost-effective proposals on a site-by-site or, in some cases, for a group of sites basis.

Because different service providers provide components of the OHN network, OHN issued RFP #1 and contracted with the successful proposer, EasyStreet Online Services in Beaverton, Oregon to provide the Network Operations Center (NOC) services. OHN is responsible for and pays EasyStreet Online Services for the NOC services provided to OHN. The OHN NOC monitors the end-to-end quality of OHN network, and, when quality is unsatisfactory, OHN NOC (EasyStreet Online Services) personnel work cooperatively with the providers of different network components and in conjunction with the contracted site to resolve any network problems that are observed. All transport or other component vendors must work with the OHN NOC to resolve any network quality problems.

¹ http://www.usac.org/_res/documents/rhc-pilot-program/pdf/search-postings/2008/Oregon-Health-scope.pdf

Much of the health-related communication in Oregon is relatively local, for example, between a local clinic and its nearest hospital or radiology imaging service. Consequently, OHN network quality and cost-effectiveness goals are more likely to be met if local data traffic is connected locally. Unlike the public Internet in Oregon, for which many of the connections between different networks occur out of state, OHN requires in-state connectivity at Oregon Internet exchanges. All providers of OHN data transport services are required to connect to the NorthWest Access Exchange (NWAX) in Portland for the exchange of Internet data traffic. OHN service providers are also encouraged to exchange regional traffic within the different geographic regions of the state, including the Oregon Internet Exchange (OIX) in Eugene, Cascades Internet Exchange in Redmond and Data Center West in Medford.

In its RFP #1, OHN sought proposals for two additional Oregon Internet exchanges, one in southern Oregon and one east of the Cascades to serve central and eastern Oregon. OHN data traffic that can be exchanged within a local region should be exchanged locally to provide improved quality and cost-effectiveness. OHN seeks to improve “off-net” OHN connectivity for OHN sites connecting with physicians in their homes, employees working or on-call at home and patients in their homes, for home health applications. Therefore, OHN service providers are encouraged to exchange their other Oregon Internet traffic, in addition to OHN traffic, at existing and planned Oregon Internet exchanges.

Some Oregon health-related communications will need to be transported out of state. In RFP #1, OHN sought proposals for connections to National Lambda Rail (NLR) and/or Internet2 (I2) at NWAX. No award was made for such service. OHN anticipates making a request for proposals to provide such services in a later RFP. Once such connections are in place, OHN transport service providers will be able to exchange Internet Protocol traffic with NLR or I2 through their connections at NWAX. For IP traffic that cannot be exchanged at Oregon exchanges, OHN transport providers will be required to make their own connections to the public Internet.

OHN subsidy funds from the Universal Service Administrative Company (USAC) are available in five different fiscal years (through May 21, 2014). This request for proposals is the fourteenth of sixteen proposed RFPs. Other sites throughout Oregon will be connected in later phases. When completed, OHN estimates that approximately 300 Oregon sites will be connected to the network.

More background information is available in the OHN application to the Federal Communications Commission (FCC) for the funding that makes OHN possible. That application can be viewed at:

http://gullfoss2.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519409632.

The application lists the sites OHN intends to connect to the network. Some changes will be made to that original list and other sites may be added. The site list for this RFP #14 is attached as Appendix A. The provisions of this RFP, rather than the application, will apply in the event of any discrepancies between the two documents. A Global Network Diagram is attached as Exhibit A. [The diagram is representative of the current network and capacity needs, but does not exactly](#)

depict the network and that Proposer should rely on the site list and POPs listed for a more accurate depiction of the DOC sites

The FCC order governing this process may be viewed at: http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-07-198A1.pdf.

Details of the USAC process for administering this program are available at: <http://www.usac.org/rhc-pilot-program/>.

Information for proposers is posted on the vendor page of the OHN website: <http://www.oregonhealthnet.org>.

OHN RFP #1 provided the specifications for the OHN Network Operations Center, for data access and transport links from some end user sites to NWAX, for NLR and/or I2 connectivity, and for additional Oregon Internet exchanges.

This RFP #14 provides the specifications for data access and transport links from additional end user sites to NWAX, with local connectivity to regional exchanges where appropriate.

GENERAL INFORMATION

Issuing Office: The Oregon Health Network Proposal Review Team is the sole point of contact for clarifications regarding technical specifications and procedures in this Request for Proposal (RFP). All correspondence pertaining to these matters should be addressed to the contact person below:

Questions concerning clarification of technical requirements should be submitted by e-mail to: vendorinfo@oregonhealthnet.org, with a copy to Don Westlight dwestligh@ohsu.edu and Peter Trnavskis ptrnavskis@oregonhealthnet.org not later than 42 days after the RFP is posted to the Universal Service Administrative Company (USAC) website, <http://www.usac.org/rhc-pilot-program/tools/search-postings.aspx>. All questions and answers will be shared with all responders to this Request for Proposals. See <http://www.oregonhealthnet.org/join/vendorfaq> .

Mailing Address:

Oregon Health Network Proposal Review Team
c/o Kim Lamb
Oregon Health Network
2 Center Pointe Drive
5th Floor, Ste 570
Lake Oswego OR 97035
Telephone No: 503-697-7294
Fax Number: 503-344-3748

If your company is interested in this RFP, please submit a **Notice of Interest** identifying this RFP #14, with the name and address of your company; your authorized representative's name, title, address, telephone number, facsimile number and email address to Ms. Lamb at the above address. In addition please submit an electronic copy via email to Peter Trnavskis at ptrnavskis@oregonhealthnet.org. This notice of intent must be received no less than 14 days prior to the submission of the proposers RFP proposal. A notification of receipt will be sent via email upon receipt of the electronic copy.

GENERAL PROVISIONS

The Oregon Health Network reserves the right to reject any and all Proposals received as a result of this Request for Proposals (RFP). Federal Communications Commission (FCC) and Universal Service Administrative Company (USAC) rules govern this process. See <http://www.usac.org/rhc-pilot-program/> for details.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the OHN RFP Committee, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2. Protest of Specifications - Request for Changes: Protests of the specifications or requests for non-substantive or procedural changes to the RFP must be received in writing on or before 4:00 p.m. (Pacific Time), not later than 30 days after this RFP is posted to the USAC web site, at the address or e-mail listed under "General Information" in this RFP. Protests may be hand

delivered, mailed or e-mailed. Protests may not be faxed. Protests of specifications will include the reason for the protest and any proposed changes to the requirements.

The purpose of this requirement is to permit OHN to correct technical requirements, prior to the opening of Proposals, that may be unlawful, improvident or which unjustifiably restrict competition. OHN will consider all requested changes and, if appropriate, amend the Request for Proposals.

3. Clarifying Questions. Proposers may submit questions regarding the specifications of the RFP. Questions must be e-mailed on or before 4:00 p.m. (Pacific Time), not later than 42 days after the RFP is posted to the USAC web site, at the e-mail address listed under “General Information” in this RFP. To ensure open competitiveness, OHN will post questions and responses on the vendor RFP 14 Q&A page of the OHN website. <http://www.oregonhealthnet.org/content/vendor-rfp-qa> . Every effort will be made to respond to questions within two business days.

4. Proposers’ Conference. OHN does plan to hold a Proposers’ Q&A session for this RFP# 14. OHN plans to hold the Q&A session via conference call within 4 weeks of this RFP posting for Proposal. The exact time and date will be listed on our website under RFP#14 Q&A on our home page at <http://www.oregonhealthnet.org/content/vendor-rfp-qa>. In order to participate in this Q&A session OHN must already have received the proposers Notice of Interest in electronic format. All participants must register with us via webinar registration in order to participate. Registration instructions will be listed along with the time and date on the OHN website. The session will be scheduled for 1 hour and will end after all participants have left the call. The Q&A session will not be a forum for debate with regards to the requests in this RFP# 14 and is designed to help answer any proposer’s questions and make any necessary clarifications.

Please note that no responses provided during the call will be considered binding unless an official addendum to the OHN RFP 14 is issued. Any official addenda will be listed in the RFP 14 Q&A page at <http://www.oregonhealthnet.org/content/vendor-rfp-qa> .

OHN does not plan to record this conference and OHN will not provide any Proposer a transcript of the meeting so it is the Proposers’ responsibility to attend. If the meeting results in any updates to the RFP site requests, they will be listed under the Q&A section for RFP#14 on our website. All questions before and after this session should be submitted by e-mail to vendorinfo@oregonhealthnet.org with a copy to westligh@ohsu.edu and ptrnavskis@oregonhealthnet.org. All questions and answers will be shared publicly in a manner accessible to all responders to this Request for Proposals. See <http://www.oregonhealthnet.org/content/vendor-rfp-qa>. Please do not call OHN directly with any questions regarding an open RFP round. If OHN feels that the question cannot be adequately addressed via email we will contact the Proposer directly to clarify.

5. Addenda: If any part of this RFP is amended, addenda will be provided to all parties who submit a Notice of Interest as set forth above.

All addenda are incorporated within the RFP and may be viewed on the OHN website under OHN RFP 14 Q&A. Proposers should consult the OHN RFP 14 Q&A site regularly until Closing to ensure that they have not missed any addenda announcements.

Any oral communications shall be considered unofficial and non-binding. Proposers shall rely only on written addenda issued by OHN.

6. Post-Selection Review and Protest of Award: OHN will name the apparent successful Proposer in a “Notice of Intent to Award Contract Letter”. Identification of the “apparent successful Proposer” is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notification of Intent to Award Contract” letter to review the file and evaluation report at OHN offices and to file a written protest of award. Any award protest must be in writing and must be delivered by hand delivery, mail or e-mail to the address for the OHN as listed under “General Information” in this RFP.

OHN will consider any protests received within the protest period and:

- (A) reject all protests and proceed with final evaluation of, and any contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, OHN may name a new apparent successful Proposer; OR
- (C) reject all Proposals for the element or elements of the RFP under protest.

The OHN Proposal Review Team or designee will respond to the protest within a timely manner of receipt. The OHN Proposal Review Team’s or designee’s decision is final.

7. Acceptance of Contractual Requirements and Insurance Requirements: A list of Terms and Conditions is attached to this RFP as Attachment B. OHN, in conjunction with the DOC reviewers for OHN RFP 14 will review the terms of the final contract in regards to the adherence to the listed terms and conditions document and accuracy of the service and bid details and also the compliance with the RHCPP requirements. The DOC has the responsibility to negotiate the terms of the contract with the Successful Proposer, again providing those terms are in full compliance with the RHCPP and OHN requirements. However, Proposers are advised that all contracts for Services to be provided to the State of Oregon, acting by and through the Department of Corrections, are subject to acceptance and approval by DOC and the Oregon Attorney General. Failure of the selected Proposer to execute a contract and deliver required insurance certificates (as set forth in Attachment C) within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of OHN.

8. Additional Rounds based upon Change of Site Address or Technical Requirements: If a site requires a change of address and/or a change in technical requirements after the submission of Proposals via the RFP process and before the issuance of a Funding Commitment Letter from the FCC, OHN reserves the right to handle the circumstance on a case by case basis. Due to the

time constraints issued by USAC OHN will not post a new general RFP, but may add further competitive rounds to RFP #14 to address the changed circumstances. OHN will issue a notice and contact all Proposers who originally submitted a Proposal including the specific site that did not have their Proposals rejected to allow them to revise their costs or Proposals for that specific site due to the change in circumstances. Depending on the circumstances involved OHN may only ask for new pricing or may require revised Proposals for the specific site(s). If time allows or in the event the competitive process requires resolicitation for the specific site, OHN may delete the site from consideration or issue an addendum on the USAC website allowing all others to issue a Proposal, however this will be handled on a case by case basis and will not be the norm.

8. Public Records: It may be later determined that the documents necessary for this RFP process and any resulting contracts may be subject to Oregon public record laws. This Request for Proposals and one copy of each original Proposal received in response to it, together with copies of all documents and all protests pertaining to the award of a contract may be open to public inspection. All Proposals are public information after the Proposals have been opened, and all protests are public information after the protest period ends. Proposals shall be opened by OHN at the date and time listed in the Schedule of Events. Copies of Proposals, however, shall not be provided until the evaluation process has been completely closed and a Notice of Intent to Award has been issued. Copies of public information may be requested by any person.

If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.501(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

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

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law. The above restriction will not include cost information.

OHN shall take reasonable measures to hold in confidence all such labeled information, but the OHN shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

9. Investigation of References: OHN reserves the right to investigate references and/or past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of subvendors and workers. OHN may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Preparation Costs: Cost of developing the Proposal, attendance at an interview (if requested by OHN) or any other such costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by OHN.

11. Clarification and Clarity: OHN reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible. The submission of network diagrams for multi-site interconnects is especially helpful.

12. Right to Reject Proposals: OHN reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by the OHN.

13. Cancellation: OHN reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All Proposals, including any price quotations, will be valid and firm through the period of contract execution. Due to the extended timeline when working with a federal subsidy all Proposals, including pricing, are firm for one hundred eighty (180) days or until such time as contract(s) are executed.

15. Oral Presentations: At OHN's sole option, Proposers may be required to give an oral presentation of their Proposals to OHN, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no way change Proposer's original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

16. Usage: It is the intention of OHN to utilize the services of the successful Proposer(s) to provide services as outlined in this RFP.

17. Rejections and Withdrawals. The OHN reserves the right to reject any or all Proposals or to withdraw any item from the award.

18. RFP Incorporated into Contract. This RFP will become part of the Contract with the selected proposer(s) for services. The proposer(s) will be bound to perform according to the terms of this RFP and their Proposals.

19. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Proposal Review Team about the RFP until the apparent successful Proposers are selected. In addition at no time during the proposal period will any proposer contact any of the listed Oregon Department of Corrections sites directly. No on site visits or walk through will be allowed. All questions and communication from proposers should go directly to OHN via the method listed under page 6 of this OHN RFP 14.

20. Prohibition on Commissions. The OHN and DOC will contract directly with organizations capable of performing the requirements of this RFP. Proposers must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

21. Ownership of Proposals. All proposals in response to this RFP are the sole property of OHN, and may be subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505

(Public Records Act). By submitting a Proposal in response to this RFP, Proposer grants OHN and the State of Oregon, acting by and through the Department of Corrections, a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws. Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

22. Clerical Errors in Awards. The OHN reserves the right to correct inaccurate awards resulting from its clerical errors.

23. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

24. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud.

25. RHCPP Requirements. All Proposers must comply with all regulations and requirements of the Federal Communications Commission (FCC) and the Universal Service Administrative Company (USAC) related to the FCC's Rural Health Care Pilot Program (RHCPP).

26. Fair Share. All funded projects require per FCC RHCPP ruling to meet Fair Share. Fair Share mandates that only costs associated directly to support the non-recurring and monthly recurring services to the eligible sites will be eligible for reimbursement. If the installation (non-recurring) build will be used to benefit other sites for which those sites will be paying for the service, then the non-recurring expenses must be cost allocated.

27. OHN Pricing Breakdown Spreadsheet and Detailed Costs. All Proposers must submit a detailed pricing breakdown to support their Proposals. The spreadsheet must be submitted in Microsoft Excel with a printed version included in the submitted proposal. This will be the pricing information used to judge the Proposal and the Proposer is solely responsible for its accuracy so please be sure to contact the sites and verify the DMARK location and any extension that might be needed. Please refer to the FCC RHCPP USAC website for eligible costs: <http://www.usac.org/rhc-pilot-program/vendors/step01/pilot-program-eligible-costs.aspx>

Please include in the spreadsheet submission pricing and descriptions of each expense that are required to complete the service. All applicable taxes and fee estimates should be included as a separate line item for each service or product. Please be sure to provide a line item break down that clearly lists all the taxes and fees associated with each specific bid. The totals reflected on this spreadsheet must have **all applicable taxes and fees included**. USAC will not allow for any changes post review should there be an error, because of this any error can result in a retraction of the award and the award going to the next highest scoring Proposer or the site going back up for resolicitation. Please be sure of the accuracy of your numbers prior to submission. **NO CHANGES WILL BE ALLOWED AFTER SUBMISSION OF THE FINAL PROPOSAL TO OHN.**

In addition to the spreadsheet OHN will require a detailed breakdown (line item) of all costs involved in the NRC. This should be done per site, each on a different tab of the same

spreadsheet. If you have multiple options for a single site please provide a separate and clearly marked pricing breakdown spreadsheet for each proposal. This is especially important with regards to the comparative bids.

Proposers will be provided a copy of the spreadsheet upon receipt of the Proposer's intent to bid notification.

Below is a check off list in which to follow in your spreadsheet submission:

- ✓ Please provide a sub-total of costs for each site if you are submitting a response to more than one site. Please make sure that any total project costs such as engineering, etc. are cost allocated to each individual site.
- ✓ Provide a total for all of the sites in which you are submitting a Proposal.
- ✓ Include the sites legal name and address including the DMARK location.
- ✓ Include taxes and fees PER location as separate line items.
- ✓ Separate out transport (Ethernet) from Internet costs.
- ✓ Total number of months for each site's monthly recurring (forecasted number of months after installation is completed).

28. Reciprocal Preference. In accordance with ORS 279A.120(2)(b) and for Cost Proposals only, when evaluating Proposals, OHN shall add a percentage increase to the Price Proposal of a non-resident Proposer equal to the percentage, if any, of the preference that would be given to that Proposer in the state in which Proposer resides. You can find more details listed here: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml.

29. Proposer Certifications. All Proposers must complete and submit Attachment A with the Proposal. **No Proposal will be accepted without this form.**

30. Post Proposal Submission Changes. No changes to the proposal will be accepted after the submission date. OHN will allow for clarifications to information already contained in the proposal. Please ensure that your proposal is complete, any proposal missing mandatory information will be rejected.

TERM OF CONTRACTS

Each Contract is expected to begin in Spring 2012, and extend for a fixed period of time (typically a minimum of 25 months, but not beyond May 21, 2014), with the option to extend for up to ten years. In order for the site to receive the maximum subsidy, OHN asks that all Proposers extend their contracts to end on May 21, 2014 unless otherwise specified by the Proposal. OHN and DOC reserve the right to terminate the Contract upon 30 days notice to the Proposer and to terminate the Contract immediately in the event of loss of funding or other limitations, allotments, appropriations or other expenditure authority from any federal or state source.

DELIVERY OF PROPOSALS

Due Date:

Proposals must be received no later than 4 p.m. on the allowable contract date for this RFP #14 posted on the Universal Service Administrative Company (USAC) website, <http://www.usac.org/rhc-pilot-program/tools/search-postings.aspx> .

Copies:

An original (marked “original”) and TWO paper copies of each response plus an electronic copy on Compact Disk (CD) containing a single proposal document in PDF format, including Attachment A signed in blue ink by Proposer’s authorized representative, and a separate completed OHN Pricing Breakdown spreadsheet in Microsoft Excel format must be delivered to:

Oregon Health Network Proposal Review Team
c/o Kim Lamb
Oregon Health Network
2 Center Pointe Drive
5th Floor, Ste 570
Lake Oswego OR 97035
Telephone No: 503-697-7294

The envelope/package containing the response must be clearly marked “**Response to RFP for Oregon Health Network.**” At least one original Proposal shall be **signed in blue ink** by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax. It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED.**

Proposals will be opened on the Closing Date by a representative of the OHN Proposal Review Team at:

Oregon Health Network
2 Center Pointe Drive
5th Floor, Ste 570
Lake Oswego OR 97035
Telephone No: 503-697-7294

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by the OHN. This Schedule is illustrative of optimal timing goals, but may be changed.

- RFP Issue Date: effective on posting at the USAC website
- Deadline for Protest of Specifications: 30 days after posting
- All Clarifying Questions Due: 42 days after posting

- Closing Date (Proposals Due): on the allowable contract date posted on the USAC website
- Deadline for Protest of Award: 7 calendar days after date on Notice of Award letter
- Anticipated Contract Begin Date: Spring 2012

Request for Proposals # 14

Network Access and Transport Specifications

Introduction

This statement of requirements provides a description of network access and transport services requested to and from each of the end-user points on the Oregon Health Network (OHN). OHN anticipates that different network vendors will provide the services to different geographic locations. This is not a single vendor procurement process. OHN will select the most responsive proposer for each specific location to be served. In some cases a participating entity may request that a single vendor serve a group of their sites. Proposers must specify which sites they propose to serve and the terms of their proposal, including price, for each location.

OHN anticipates that new facility construction may be required to provide service to many of the locations. Proposals are requested for both the one-time construction and/or installation costs plus monthly recurring costs (under multi-year contracts). Service providers are requested to propose alternatives to the specifications described below when they believe alternative specifications will be more cost-effective, while meeting the general intent.

The purpose of the resulting network is to provide secure and reliable data communications links connecting each point on the OHN to any other point on the network and to off-network locations, such as patient homes (for home health monitoring applications) and physician homes (for off-hours consultations), even though off-network connections are not subsidized under this program. The anticipated applications include high-speed transport of very large data files for both store-and-forward and real-time applications. These will include digital image files from a variety of diagnostic imaging machines (x-rays, Computerized Tomography (CT) scans, Magnetic Resonance Imaging (MRI) and others), transmission of electronic medical records, real-time high definition television (HDTV) quality interactive videoconference transmission for health education applications and for medical consultations, robotic surgery, data collection from medical monitoring devices and a number of other applications. A secure and reliable network, with sufficient quality and capacity for high-quality, real-time voice, videoconferencing and imaging applications, will enable development of new applications that will take advantage of this new kind of network service that was not previously available.

OHN is not requesting dedicated, leased line type of network capacity. Rather, it is requesting Internet-type data transport on multi-purpose shared networks, but with guaranteed network capacity, reliability and security significantly greater than what is currently available

through “best efforts” Internet access. OHN assumes that it will be more cost-effective for transport providers to meet the OHN specifications by having enough general network capacity to avoid congestion problems. However, how the OHN specifications are met is up to the transport providers.

To meet the requirements of reliable off-net connectivity between OHN and local users, providers are encouraged to exchange all of their local IP traffic, not just OHN traffic, at the selected Oregon exchange points. This may avoid a requirement to differentiate OHN traffic from other IP traffic in the provider’s network. However, connections at NWAX to Internet2 or National Lambda Rail may require that OHN traffic be distinguished from other traffic for purposes of meeting the eligibility requirements of those networks. For many locations, OHN anticipates that more than one service provider will be needed to connect the end-user location with an OHN-specified data exchange location. In order to provide the requested transport capacity at the specified quality of service levels between each end-user location and specified exchange location, OHN requests that a single service provider propose the access and transport service as the primary provider that assumes overall responsibility for the entire link through appropriate sub-contracting arrangements.

OHN has contracted with EasyStreet Online Services in Beaverton, Oregon for Network Operations Center (NOC) services. OHN required that the NOC not be affiliated with any OHN access and transport provider. The NOC is intended to provide to each end user site appropriate network quality monitoring equipment connected through the network to the NOC so that OHN can monitor independently, in real time, whether each access and transport provider is meeting the agreed service level specifications. The NOC will also be accessible to OHN access and transport providers to assist them with network troubleshooting. OHN network and transport vendors must cooperate with the NOC to resolve any network quality problems.

The list of specific sites for which service is requested is provided in Appendix A.

Access and Transport Requirements

1. **For Services to sites for DOC:** The Department of Administrative Services, State Data Center (“SDC”) provides communications services for all state agencies, including DOC. SDC operates and maintains a MPLS VPN with a direct connection to NWAX and various nodes through-out the State of Oregon. Some of the infrastructure for the sites listed on Appendix A that will be necessary to provide Services to DOC is in place and is a part of the State of Oregon’s private communication network. All proposers will be required to comply with all SDC and other State of Oregon rules and requirements related to the State’s communications network. See Attachment D for details.
2. Transport Internet Protocol (IP) data packets to and from a specified Ethernet interconnection point at each physical address for which service is contracted. Other

communications protocols may be used to transport data packets; however, IP over Ethernet is required at the user and network interfaces.

For the Services to DOC at the sites listed on Appendix A: DOC requires a minimum CDP, MTU of 1546, and a 1 Gb copper interface to support the higher MTU. All circuit terminations must be at the designated State of Oregon POP set forth on Appendix A.

3. Following the Open Systems Interconnection (OSI) model²: Layer three interfaces will be Internet Protocol version four (IPv4) with a potential future upgrade to version six (IPv6) after the initial period of contracted service. Layer two interfaces will be Ethernet.³ Layer one may be any physical medium (fiber optic cable, co-axial cable, copper wire, wireless, satellite or other) meeting the performance requirements specified below. OHN prefers fiber-optic cable as the physical medium because of the reliability and scalability advantages of fiber, but this is a preference, not a requirement.

For the Services for DOC at the sites listed on Appendix A: OHN, on behalf of DOC, is requesting technical information and costs to supply only Layer 1 and Layer 2 Services.

This is the preferred option for the DOC Services , with the exception of the public Internet connectivity requested.

4. All OHN end user sites must be connected for IP over Ethernet traffic to the NorthWest Access Exchange (NWAX)⁴ in the Pittock Building in Portland for exchange of Internet traffic at that location. Preference may be given to proposers that also connect with the Oregon Internet Exchange (OIX)⁵ in Eugene. OHN data transport providers must transport all data packets from the contractually served address first to an OHN exchange site for delivery to addresses that can be reached through that exchange. (Exception: Data traffic that can be delivered directly to a local end user destination with fewer router hops and less transit delay than going through an exchange point may be handed off locally.) OHN transport providers must also accept, for delivery to the OHN end user site, all data packets addressed to that user site that can be picked up at the exchange location or from the public Internet. Preference will be given to IP data transport providers that also exchange IP traffic other than OHN traffic that can be handed off (in either direction) at that exchange. [Note: The reason for this preference is to provide high-quality, low-latency, multi-carrier IP data transport service for connection of OHN users within Oregon and between “on-net” OHN users and other “off-net” IP addresses to which they wish to connect IP traffic, even though off-net connections are not subsidized under this

² http://en.wikipedia.org/wiki/OSI_model

³ <http://en.wikipedia.org/wiki/Ethernet>

⁴ <http://www.nwax.org/>

⁵ <http://www.oregon-ix.net/>

program. The IP traffic from these other “off-net” OHN sites may be patients, clinicians, employees, home health monitoring devices for patients, medical radiology images being transported to or from a radiologist at his home office, communications from OHN member employees working from home, or other traffic between OHN sites and locations within the region served by the exchange.]

5. Additional OHN exchange locations are planned in southern Oregon at Data Center West in Medford and in central Oregon at Quantum Communications in Redmond. Those exchange locations will permit interconnection of any Internet traffic at the exchange site. If the nearest OHN Internet exchange location is other than the one in Portland, each OHN data access and transport provider may exchange OHN traffic at that local exchange, but must deliver data packets not handed off at the nearest exchange to the OHN exchange location at NWAX in Portland. The OHN data transport provider must also accept data packets from other providers at the Portland exchange location (and other exchanges to which they connect) for delivery to the served OHN end user location. At some later date, after appropriate contractual arrangements are in place, data packets addressed to or from Internet2 (I2) or National Lambda Rail (NLR) locations are expected to be exchanged at NWAX in Portland. Non-OHN traffic may not be eligible to be exchanged with I2 or NLR because of the eligibility requirements of those networks. Therefore, access and transport proposers may be required to distinguish between OHN and non-OHN traffic when interconnecting with I2 or NLR.
6. The data transport provider will provide an Internet data connection for other Internet data packets addressed to or from the OHN end-user location that cannot be delivered or accepted for delivery at the Portland or other Oregon Internet exchange sites.
7. The data capacity between each OHN user location and OHN exchange locations will be a minimum of 10 Megabits per second, bi-directional. Please clearly note the data capacity of all proposed OHN connections on your individual vendor pricing breakdowns/sheets.
8. Transport services must be available with at least 99.99 percent reliability. [Note: this availability level permits approximately 52 minutes of unscheduled downtime per year.] Even though the “tail-circuit” into the end-user facility need not be redundant, OHN will give preference to proposers with geographic route-diversity from the community in which the end-user facility is located to the exchange facility. **No proposal will be accepted without a response to this request and a sample of the final SLA that lists the terms and conditions of the proposers acceptance of this requested metric.**
9. Latency is network transit delay. Transit delay between the served end user site and the exchange connections shall not exceed 45 milliseconds between each end user site and

NWAX, and 150 milliseconds, end-to-end between any pair of end-user sites. The OHN recognizes that how performance is tested will determine how the data are reported. To this end, the OHN wants to know what independent measures will be used to validate transport performance. Tools such as OWAMP, the One-Way Active Measurement Protocol, (<http://e2epi.internet2.edu/owamp/>) test for jitter, latency and packet loss. Please include in your proposal how measurements (the tool, the test) for latency, jitter and packet loss will be obtained. **No proposal will be accepted without a response to this request and a sample of the final SLA that lists the terms and conditions of the proposers acceptance of this requested metric.**

For the Services for DOC at the sites listed on Appendix A: Transit delay between the served end user site and the exchange connections shall not exceed 15 milliseconds between each end user site and NWAX, and 150 milliseconds, end-to-end between any pair of end-user sites.

10. Packet Loss is generally a measure of capacity and traffic congestion. The number of data packets requiring retransmission shall not exceed 0.3 percent (three per thousand) between each end user site and NWAX and 1 percent for end-to-end loss between any pair of end-user sites. The OHN recognizes that how performance is tested will determine how the data are reported. To this end, the OHN wants to know what independent measures will be used to validate transport performance. Tools such as OWAMP, the One-Way Active Measurement Protocol, (<http://e2epi.internet2.edu/owamp/>) test for jitter, latency and packet loss. Please include in your proposal how measurements (the tool, the test) for latency, jitter and packet loss will be obtained. **No proposal will be accepted without a response to this request and a sample of the final SLA that lists the terms and conditions of the proposers acceptance of this requested metric.**

11. For the Services for DOC at the sites listed on Appendix A: The number of data packets requiring retransmission shall not exceed 0.1 percent (one per thousand) between any pair of end-user sites. Jitter is variability in network travel time. The jitter rate should not exceed 9 milliseconds between each end-user site and NWAX or 30 milliseconds end-to-end between any pair of end-user sites. The OHN recognizes that how performance is tested will determine how the data are reported. To this end, the OHN wants to know what independent measures will be used to validate transport performance. Tools such as OWAMP, the One-Way Active Measurement Protocol, (<http://e2epi.internet2.edu/owamp/>) test for jitter, latency and packet loss. Please include in your proposal how measurements (the tool, the test) for latency, jitter and packet loss will be obtained. **No proposal will be accepted without a response to this request and**

a sample of the final SLA that lists the terms and conditions of the proposers acceptance of this requested metric.

For the Services for DOC at the sites listed on Appendix A: The jitter rate should not exceed 9 milliseconds between each end-user site and NWAX or 10 milliseconds end-to-end between any pair of end-user sites.

12. For the Services for DOC at the sites listed on Appendix A: in addition to the above requirements, DOC requires two week notification to the SDC for any scheduled maintenance that may be Service affecting and a mean-time-to-repair of 4 hours or less. **No proposal will be accepted without a response to this request and a sample of the final SLA that lists the terms and conditions of the proposers acceptance of this requirement.**

13. The data access and transport provider must be willing to agree to Service Level Agreements (SLAs) with financial penalties for service outages, lack of availability of the contracted service capacity and any failure to meet quality of service specifications for transit delay, jitter and packet loss or repair. Please include a sample SLA and your escalation process in your proposal. **No proposal will be accepted without a sample SLA.**

14. The data access and transport proposals must offer a price schedule that specifies the one-time non-recurring construction and/or installation charges and the monthly recurring prices for a 25 month service contract or for a period ending May 21, 2014, with options for renewal for up to ten years from the start of service. Other contract periods may also be offered in the proposal.

15. Proposals must provide separate pricing for transport to NWAX as well as Internet connectivity. Please provide a 25 month term. No bundled pricing will be accepted.

16. Proposals must list all telecommunications providers that will be subcontractors for the proposed services.

17. Proposals must list underlying physical transport technologies that will be used in providing the proposed services.

18. Proposals must list the port configurations they plan to use.

19. Proposers must provide a CPE with a minimum of two ports. One port will be dedicated and used for the OHN Leaf Node all other ports will be service specific. No proposals for single port configurations will be accepted. Please provide a detailed diagram of the proposed port configurations for each site. Layer 2 connections are exempt from this requirement.
20. Proposals must contain a network diagram for each client site that is proposed. Multiple sites that are interconnected should be diagramed together on the same network diagram. **No proposal will be accepted without a network diagram for all proposed sites.**
21. Proposers must agree to work with the NOC to provide and to receive network telemetry data necessary to resolve any network quality problems that occur. The OHN NOC will be placing “leaf node” telemetry boxes at each OHN end user site. Multiple site entities will have multiple leaf nodes strategically deployed within their network. Leaf nodes will need to be in continuous contact with network management systems at the NOC via protocols to be specified by the NOC. Leaf nodes will, on demand, pass traffic directly to any other leaf node in the network to isolate connectivity issues and assist the various providers and NOC personnel with problem resolution. Leaf nodes will require access via encrypted command traffic from a NOC specified address space. Information collected by the NOC related to proposer’s traffic will be made available to successful proposers to assist in their network management.
22. In addition, for Services to DOC, Proposers must agree to work with the SDC and comply with all SDC and other State of Oregon rules and requirements. See Attachment D for details. **No proposal will be accepted without written acceptance of this requirement.**
23. Proposers must agree to provide a publicly routable IP address for each Leaf Node device. Please specify the number of publically routable IP addresses that will be provided for each location. This is not applicable to OSI Layer 2 connection requests.
24. Proposers may also elect to place one or more OHN “leaf nodes” at strategic points in the provider network (for example at interfaces between different carriers or networks) to assist in network problem resolution.
25. Proposers may also elect to grant to the NOC read-only access to selected diagnostic interfaces in the service provider’s network.

26. Upon completion of site install, Proposers must agree to provide OHN and the NOC with a completed network information form that will be provided to the Proposer by OHN upon receipt of a funding commitment letter from USAC, and provide to either the NOC or OHN upon request, technical information necessary to monitor performance and assist with the purpose and implementation of the pilot program. In addition the proposer must agree to work with OHN's IT Project Manager and provide regular build updates throughout the installation phase of any awarded proposal.
27. Proposers must specify the extent to which they provide route diversity between each OHN end-user site and NWAX.
- 28. Proposers must agree to provide full layer 3 BGP peering with all other OHN affiliated ISP's and member sites at NWAX. This may be accomplished directly by the Proposer or through the Proposer's upstream provider. OHN will not accept proposals from service providers that will not agree join NWAX or agree to the peering requirements. This remains the same for proposers proposing only layer 2 services.**
29. Proposers must provide a clear estimated time frame for installation post award and FCC funding award notification for each Proposal.
30. All Proposals should provide a detailed breakdown of costs per site for all non-recurring installation costs.

Administrative Requirements:

1. Proposals must include any and all federal and state Regulatory Fees or other fees/taxes in your Proposal numbers. In addition, all Proposers must agree to add all taxes and fees to all applicable charges as a separate line item, subject to exemption. All taxes and fees **MUST** be included on the OHN Pricing Breakdown Spreadsheet. Failure to properly list all taxes will result in the Proposer paying the difference or a retraction of the award by OHN.
2. Proposers must agree to follow and comply with all administrative, invoicing and accounting processes and procedures that are necessary to comply with FCC and USAC requirements. These requirements include, but are not exclusive, to the submitting of detailed invoices in a timely manner via OHN's current invoicing process which in the future will include submitting invoices via OHN's MS SharePoint portal system.
3. All awarded proposers must submit a billing account number (BAN) as well as a SPIN number at the time of contract submission for DOC.

4. All awarded proposers will agree to provide OHN a copy of the final contract PRIOR to final signature for our review. OHN will review the contract to ensure it is complete and fully represents the awarded proposal.
5. All bids should provide a detailed breakdown of costs per site for all non-recurring installation costs per the provided spreadsheet which includes FCC/USAC required cost detail per their mandatory reporting and review requirements. This information must be included for all bids in excel format. Please use 1 tab per location and clearly label the tab by the location name listed on the site list in Appendix A of this document. This should be included in the OHN Pricing Breakdown Spreadsheet (OHN RFP#14, page13, #27) and submitted as a single excel document. A copy will be sent to you upon receipt of your intent to bid electronic notification.

Evaluation Criteria for Network Access and Transport Proposals

With 100 total points available, proposals will be evaluated and assigned points based on the judgment of reviewers as to how well the respondent meets each of the following criteria. The categories for evaluation are indicated below.

Price (30)

Quality commitments, including commitment to work with the OHN NOC to resolve issues (30)

Scalability, route diversity and overall proposal value/quality (20)

Commitment to exchange non-OHN traffic at NWAX (10)

Commitment to exchange OHN and other traffic at regional exchanges, value the build represents to local community (10)

ATTACHMENT A

Proposer Representations, Attestations, and Certifications

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. No attempt has been made or shall be made by Proposer to induce any other person or organization to submit or not submit a Proposal.
2. Information and prices included in this Proposal shall remain valid for one hundred eighty (180) days after the proposal due date or until a Contract is approved.
3. The undersigned recognizes that this is a public document and open to public inspection.
4. Proposer acknowledges receipt of all Addenda issued under the RFP.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
6. **Affirmative Action Program:** The State of Oregon, acting by and through the Department of Corrections (“DOC” or “Agency”) is an equal-employment-opportunity employer and value diversity in its work force. DOC requires its vendors to have an operating policy as an equal employment opportunity employer. Firms of 50 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. _____ (Name of Firm) has an operating policy supporting equal employment opportunity. Firms of 50 people or more shall also have a formal equal employment opportunity program.
 Yes No Does your firm have 50 or more employees?
 Yes No Does your firm have a formal equal employment opportunity program?
 Yes No This Proposal has been printed on recycled paper.
7. Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and DOC’s Notice of Intent to Participate and all Addenda, if any.
8. Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP and DOC’s Notice of Intent to Participate, including all Addenda, if any;
9. Proposer submitted its Proposal in response to the specific language contained in the RFP and DOC’s Notice of Intent to Participate, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP and DOC’s Notice of Intent to Participate, or (b) any previously-issued RFP or Notice, if any.
10. Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
11. OHN and the State of Oregon shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP or DOC’s Notice of Intent to Participate.

12. OHN and DOC shall not be liable for any expenses incurred by Proposer in either preparing and submitting its Proposal, or in participating in the proposal evaluation/selection or Contract negotiation process, if any.

13. Recycled Products Certification

The State of Oregon requires Vendors to use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.

State agencies must use, or require persons with whom they contract with to use in the performance of the contract work, to the maximum extent economically feasible, recycled paper products as well as other recycled plastic resin products. (ORS 279B.270(1)(e)).

“Recycled paper” means a paper product with not less than fifty percent of its fiber weight consisting of secondary waste materials; or twenty-five percent of its fiber weight consisting of post-consumer waste. (ORS 279A.010(1)(g)).

ORS 279A.010 (1) (ii) states: "Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(u) states: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(jj) states: "'Secondary waste materials' means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of Proposer, hereby certify that the products, if any, offered in this Proposal contain the following minimum percentages:

- a) _____ % (recycled product as defined in ORS 279A.010 (1)(ii))
- b) _____ % (post-consumer waste as defined in ORS 279A.010 (1)(u))
- c) _____ % (secondary waste materials as defined in ORS 279A.010 (1)(jj))

It is Proposer's responsibility to provide additional signed copies of the Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

14. Office of Foreign Assets Control and US Department of State: Proposer and Proposer's employees and agents are not included on:

a) the list entitled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; or

b) the list entitled "Current List of Designated Foreign Terrorist Organizations of the US Department of State" and currently found at <http://www.state.gov/s/ct/rls/fs/37191.htm>.

15. The signatory of this Proposer Certification Form is a duly authorized representative of Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.

16. By signature below, the undersigned authorized representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.

THIS PROPOSAL SHALL BE SIGNED IN BLUE INK BY AN AUTHORIZED REPRESENTATIVE OF PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

Attachment B

Terms and Conditions

OHN and the State are willing to negotiate the form and terms and conditions of the agreements that may be required for the products and services in RFP #14 with the apparent successful Proposer(s). All terms and conditions of the any agreement form proposed by the successful Proposer(s) are subject to the provisions of the RFP and to negotiation and acceptance by OHN and the State and approval by the Oregon Attorney General. Further, the final agreement must include each of the following terms and conditions (*if requested, OHN or the State will provide sample form(s) or suggested language for each of the general terms and conditions below.*):

- standard agreement terms, including, but not limited to: defining the parties and include any other necessary definitions; defining the products or services to be provided; the commencement date; the term and any renewals; payment amounts and payment provisions; detail use and any restrictions of any products; warranty and long term support and maintenance provisions, either granted by Contractor or passed through from the manufacturer; risk of loss; loss of, damage to, modifications to and return of the equipment or other products; notice provisions and contact information; detail default provisions and remedies available; representations and warranties related to Contractor's authority to enter into the agreement; that the agreement is the entire agreement of the parties;
- must include all provisions related to the Federal Communications Commission's Rural Health Care Pilot Program (RHCPP) and must state that Contractor shall comply with all Federal Communications Commission and Universal Service Administration Company regulations and requirements related to the program and the services under the agreement;
- must provide that all products (hardware and software) will be new and provide for delivery, installation and acceptance of the products;
- must provide for technology refresh for all hardware and software;
- must that any and all payments due from the State will be made subject to and in accordance with ORS 293.462;
- must define all intellectual property rights, including patent, trademark, and copyright between the parties and third parties;

- must provide that Contractor will indemnify and hold harmless the State for Contractor's acts or omissions, including indemnifying and holding harmless the State for any claims of infringement or violation of any party's intellectual property right;
- if Contractor requires the State to indemnify Contractor for the acts or omissions of its officers, employees, agents, such indemnity is subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Acts Law and must provide that the State is not liable for Contractor's attorneys fees and costs;
- Contractor is subject to and will comply with the access and security policies and procedures of the Oregon Department of Corrections and the Oregon Department of Administrative Services;
- any confidentiality or non-disclosure obligations are subject to the Oregon Public Records Laws and the Consumer Identity Theft Protection Act;
- that Contractor will conduct the defense of any claim at Contractor's expense subject to the right of the Oregon Attorney General to assume defense of any issue of significant impact on Oregon law;
- must provide that Contractor will maintain insurance coverage over its acts and omissions and over the equipment as required by the State;
- must provide that the State is not liable to the Contractor for loss of use, lost profits, business, revenue, goodwill, or anticipated savings or any other special, incidental, indirect, or consequential damages;
- must permit the State to terminate for:

upon 30 days prior notice;

- upon mutual agreement with the Contractor;
- Contractor's breach and failure to cure within 30 calendar days;
- The Department of Correction's failure to obtain adequate funding, appropriations, limitations, allotments, or other expenditure authority; or
- a change in the law, rules or regulations related to the agreement.
- must provide the State remedies, including but not limited to the following: (a) the right to reduce or withhold payment; (b) the right to require Contractor, at Contractor's expense, to perform any additional work necessary to perform the statement of work or to

meet the performance standards in the agreement; and (c) the right to seek damages and other relief available under the agreement or applicable law;

- must be subject to Oregon Law;
- must provide that the Contractor consents to jurisdiction in Oregon;
- must provide that the venue for any claim under the agreement is the Circuit Court of Marion County, Oregon or the United States District Court for the District of Oregon, in the event of a federal claim;
- must provide a specific statement that by executing the agreement, the State has not and does not waive its sovereign immunity or any other immunity granted by law;
- must provide that the Contractor is an independent contractor;
- must provide that if the Contractor is not domiciled or registered to do business in the State of Oregon, the Contractor shall promptly provide the Oregon Department of Revenue and the Oregon Secretary with all information required;
- must prohibit Contractor's assignment or transfer of the agreement except upon prior written consent from the State;
- must provide that the Contractor will comply with applicable federal and state law, rules, and regulations related to the agreement, and specifically state that the State's performance depends upon the Contractor's compliance with the following statutes: ORS 279B.220, 279B.230, and 279B.235;
- must provide that the agreement may be amended and state method of amendment and detail anticipated amendments;
- must not be subject to arbitration;
- must require Contractor to maintain all fiscal and other records related to the agreement for a period of 6 years or as otherwise required by law and must permit the State and the federal government and their agents access to all records related to the agreement;
- must provide that the State is not liable for taxes;
- must provide that Contractor will comply with all tax laws and business registration requirements of the Oregon Secretary of State and the Oregon Department of Revenue

and include a certification at the time of the agreement and any amendment of the agreement that Contractor is in compliance with all Oregon tax laws;

- must provide that Contractor will use recycled or recyclable products to the maximum extent economically feasible;
- must provide that Contractor and the State are the only parties to the agreement and there are no third party beneficiaries; and
- any other term or condition that OHN or the State deems necessary depending upon the proposed form agreement.

OHN and the State are not required to accept any agreement form or any terms and conditions proposed by the successful Proposer(s), and OHN and the State may reject any agreement form or any term or condition proposed. All agreements are subject to review and approval by the Oregon Attorney General.

Attachment C

CERTIFICATE OF INSURANCE

FOR SERVICES TO DOC:

During the Term of the Agreement, including warranty periods, if any, Vendor must maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and are acceptable to DOC.

1. COMMERCIAL GENERAL LIABILITY. Vendor must obtain, at Vendor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to DOC. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and is made on an occurrence basis. Combined single limit per occurrence may not be less than \$ 1,000,000.00. Each annual aggregate limit must not be less than \$3,000,000.00.

2. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY. Vendor must obtain, at Vendor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence may not be less than \$1,000,000.00.

3. EMPLOYERS' LIABILITY. If Vendor is a subject employer, as defined in ORS 656.023, with regard to work under the Contract, Vendor must obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000.00, and annual aggregate limits of not less than \$1 million.

4. WORKERS' COMPENSATION: All employers, including Vendor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.136. Vendor must ensure that each of its subvendors complies with these requirements.

ADDITIONAL INSURED: The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract **must include the State of Oregon, and its departments, divisions, commissions, branches, officers and employees as Additional Insured** but only with respect to the Vendor's activities to be performed under this Contract and any Contract issued in accordance with this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably

available in the marketplace. Vendor must furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Vendor must be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

NOTICE OF CANCELLATION OR CHANGE. There must be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) calendar days' written notice from the Vendor or its insurer(s) to DOC. Any failure to comply with the reporting provisions of this clause must constitute a material breach of Contract and must be grounds for immediate termination of this Contract by DOC.

CERTIFICATE(S) OF INSURANCE: Prior to performing under the Contract, as evidence of the insurance coverage required by this Contract, Vendor must furnish Certificate(s) of Insurance for all required insurance to the Oregon Health Network Proposal Review Team referenced in the General Information of RFP prior to the award of the Contract if required by the RFP, but in all events prior to Vendor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured (or Loss Payees). Insurance coverage required under this Contract must be obtained from insurance companies acceptable to DOC. The Vendor must pay for all deductibles, self-insured retention and/or self-insurance included hereunder.

Attachment D

State of Oregon Rules and Requirements

Below is a list of location where information regarding the SDC and State of Oregon rules and requirements can be found. These are not all inclusive but represent a reasonably complete listing.

http://www.oregon.gov/DAS/EISPD/ITIP/pol_index.shtml

<http://www.oregon.gov/DAS/EISPD/ITIP/Standards.shtml>

<http://www.oregon.gov/DAS/EISPD/ESO/Policies.shtml>

<http://www.oregon.gov/DAS/SDC/index.shtml> .

Attachment E

Oregon State Data Center Points of Presence (PoP)

Proposer may elect to terminate any of the Layer 2 connections requested on Appendix A to any of the State Data Center points of presence (PoP) listed below. Please choose the termination point that provides the lowest cost and provides the greatest amount of redundancy based on the proposer's network infrastructure. Proposers should clearly indicate on their proposal the PoP they propose to terminate to for each proposed site. Please only propose to terminate at a single location per site. Proposals with multiple termination point options for the same site will not be accepted.

- 1- **Hub Pendleton** (237 SW 1st St, Pendleton, OR)
- 2- **Hub Bend** (63055 N Highway 97 Bend, OR)
- 3- **Hub State Data Center** (530 Airport Rd SE Salem, OR)
- 4- **Hub Klamath Falls** (120 N 8th St, Klamath Falls, OR)
- 5- **Hub Portland** (921 SW Washington, Portland, OR)
- 6- **Hub Roseburg** (920 SE Main St, Roseburg, OR)

