NOTICE TO VENDORS
REQUEST FOR PROPOSAL
IRHTP RFP 12-004

Outside Plant - Dark Fiber Construction or IRUs

Quality Assurance Services

CWDM/DWDM Systems

Network Electronics – Spare Parts

Mr. Art Spies
Senior Vice President
Iowa Hospital Association
100 East Grand Avenue, Suite 100
Des Moines, IA 50309
spies@ihaonline.org

The Iowa Rural Health Telecommunications Program (IRHTP) will be receiving sealed bid proposals for RFP 12-004 until 3:00 p.m. CDST, June 4, 2012.
## Outside Plant – Dark Fiber Construction and IRU

This Request for Proposal consists of seven chapters, two exhibits, and ten attachments:

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Administrative Issues</td>
</tr>
<tr>
<td>2</td>
<td>Contractual Terms</td>
</tr>
<tr>
<td>3</td>
<td>Fiber Construction or IRU Services</td>
</tr>
<tr>
<td>Attachment C-3</td>
<td>Pricing Attachment C-3</td>
</tr>
<tr>
<td>4</td>
<td>Quality Assurance Inspection Services*</td>
</tr>
<tr>
<td>Attachment C-4</td>
<td>Pricing Attachment C-4</td>
</tr>
<tr>
<td>5</td>
<td>CWDM/DWDM Hardware</td>
</tr>
<tr>
<td>Attachment C-5</td>
<td>Pricing Attachment C-5 A, B, C</td>
</tr>
<tr>
<td>6</td>
<td>Network Electronics – Spare Parts</td>
</tr>
<tr>
<td>Attachment C-6</td>
<td>Pricing Attachment C-6</td>
</tr>
<tr>
<td>7</td>
<td>Evaluation Criteria</td>
</tr>
</tbody>
</table>

Exhibit A | Site Maps and Information |
Exhibit B | Link-Segment Completion Checklist |

Attachment 1 | Sample Proposed Contract |
Attachment 2 | Bid Proposal Compliance Form |
Attachment 3 | Authorization to Release Information |
Attachment 4 | Certification Letter |
Attachment 5 | USAC Competitive Bidding Process |
Attachment 6 | Indefeasible Right of Use (IRUs) |
General Information

Iowa Rural Health Telecommunications Program

RFP 12-004

Introduction. The Iowa Rural Health Telecommunications Program (IRHTP) is a consortium of public and private hospitals seeking to solve the problem of isolation, travel, and limited resources that constrain health care delivery in rural Iowa and its surrounding region. To achieve this goal, IRHTP will leverage the expertise of the Iowa Hospital Association (IHA) as a health care collaborator, the capability of the Iowa Communications Network (ICN) in administering telecommunications services, and the Federal Communications Commission Rural Health Care Pilot Program in providing the funds to develop a statewide dedicated health care network. Previous RFPs and purchasing processes executed by IRHTP have established last mile fiber connections or IRU Capacity Agreements to 92 health care facilities in Iowa and South Dakota. This RFP seeks outside plant or IRU bids to complete dark fiber connections to two health care facilities, Quality Assurance Inspection Services (QAIS) for outside plant or IRU installations, CWDM/DWDM hardware, and spare parts for previously purchased network electronics. The consortium will use proven technology to integrate these sites into the IRHTP network; providing up to 1,000 megabits of high speed Ethernet access, to a secure, dedicated, and financially sound network.

Specifically, IRHTP is seeking bid proposals to provide last mile fiber optic connections from consortium hospitals to the closest appropriate ICN Point of Presence (POP), establishing new nodes on the statewide health care network. Quality inspectors will be used to confirm the fiber optic facilities installed meet industry standards and CWDM/DWDM hardware will be used to expand the available bandwidth for the consortium.

Overview. This RFP requests four distinct types of service and is meant to provide vendors the ability to respond to one, multiple, or all requested products/services. Respondents should be aware the following sections apply to all vendors: Chapter 1 - Administrative Issues, Chapter 2 – Contractual Terms, Chapter 7 – Evaluation Criteria, and Attachments 1 – 5. Specific services or products are requested in Chapter 3 – 6. Specific details concerning each standalone product or service are contained within these chapters. Exhibits may be referenced by one or multiple services or products. At the end of each chapter a Bid Proposal Submittal Form is provided for each vendors response.

Chapter 3 of this project uses a “site by site” approach for infrastructure build-out. The contractor is responsible for all the right-of-way (ROW) procurement and the resolution of ROW issues. Indefeasible Right of Use (IRUs) will be considered as an alternative to construction and shall be listed by the respondents as an optional response.

Other major duties of the contractor include acquiring city and county permits, securing all outside plant materials to complete the project, submitting red-lined construction drawings per site, submitting proposed construction documentation for approval, documenting all fiber testing, and coordinating other related issues with the consortium’s project manager. Contractor is responsible for all One-Call notifications. Where required, the ICN will help the contractor acquire permits in limited access ROW areas.

Vendors are expected to complete fiber link segment construction or IRU provisioning in a timely manner and provide fiber testing results to IRHTP. All funding for this project must be committed prior to July 1, 2012.

Chapter 4 of this project requests Quality Assurance Inspection Services in the field to oversee the quality control of Outside Plant (OSP) vendors installing fiber optic facilities or Indefeasible Right of Use (IRU) services.

Chapter 5 requests Course Wave Division Multiplexing/Dense Wave Division Multiplexing (CWDM/DWDM) hardware to connect multiple facilities in the Council Bluffs/Omaha area in a ring topology. Installation of hardware and testing is not required.

Chapter 6 requests various networking hardware and components as stocking spare parts to enable the IRHTP network to provide the highest network availability and uptime possible.

Network Procurement. The Iowa Rural Health Telecommunications Program is soliciting proposals from qualified vendors to complete the implementation of its network. The RFP process will allow the consortium to receive competitive offers for fiber facilities, inspection services, and hardware from independent telephone companies, local exchange carriers, cable operators, municipalities, manufacturers, and others. The RFP process coupled with leveraging the State of Iowa’s current networking assets will ensure an economically reasonable healthcare network.
CHAPTER 1
ADMINISTRATIVE ISSUES

RFP 12-004

1.1 General. The Rural Health Care Program of the Universal Service Fund (USF), which is administered by the Universal Service Administrative Company (USAC), is a support program authorized by Congress and designed by the Federal Communications Commission (FCC) to provide reduced rates to rural health care providers for telecommunications services and Internet access charges related to the use of telemedicine & tele-health. The Iowa Rural Health Telecommunications Program and the Iowa Hospital Association received approval to proceed with the connection of various Iowa hospitals to the Iowa Communications Network using newly constructed or existing fiber optic cable facilities, IRU capacities, and network electronics.

1.2 Notice. This project is subject to the USAC procurement rules. The IRHTP will submit a USAC Form 465, RFP, and supporting documentation to USAC who will review the documentation and will post the RFP on the USAC website. All RFPs will be open for response and bidding for a minimum of twenty eight (28) days after the posting. After documents are posted to the USAC website, the following process will commence:

1.3 Schedule and Submission of Proposal.

1.3.1 Vendors Conference. A Vendors conference call will be held on Tuesday, May 8, 2012 at 1:00 p.m. Central Daylight Saving Time (CDST), to review project goals and answer vendor questions. Vendors are encouraged to attend the vendors’ conference, (800) 882-3610 passcode 4893183, to help gain a full understanding of the project.

1.3.2 Questions and Answers. Vendors are invited to submit written questions and/or requests for interpretation/consideration/acceptance concerning this RFP on or before 4:00 p.m. CDST, May 10, 2012. Vendors with questions concerning this RFP may submit questions in writing via email to Art Spies at spiesa@ihaonline.org. Oral questions will not be accepted, and verbal communications shall not override written communications. Only written communications are binding on IRHTP. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. IRHTP will prepare a written response to all pertinent questions submitted by Vendors and will post questions and responses on the Iowa Hospital Association web page, www.ihaonline.org, click on members and groups, then on IRHTP by the close of business on May 18, 2012. The IRHTP’s written responses will be considered part of the RFP. If IRHTP decides to adopt a suggestion, IRHTP will issue an amendment to the RFP.

1.3.3 IRHTP assumes no responsibility for verbal representations made by its consortium members and representatives unless such representations are confirmed in writing by IRHTP and incorporated into this RFP.

1.3.4 Changes and Amendments. In the event it becomes necessary for IRHTP to amend, add to or delete any part of this RFP, the amendment will be posted on the IHA website. Vendor’s bid proposal must include acknowledgment of all addenda issued by IRHTP. If IRHTP amends the RFP after the closing date of receipt of proposals, IRHTP may, in its sole discretion, allow Vendors to amend their bid proposals in response to IRHTP’s amendment.

1.3.5 Receipt of Bid Proposals. Bid Proposals must be received at IHA’s office no later than 3:00 p.m. CDST June 4, 2012. This requirement is a mandatory requirement and is not a minor deficiency subject to waiver by IRHTP. No bid proposals will be accepted after the date and time specified. A late bid proposal shall be returned unopened to the Vendor. Additionally, no bid proposal will be accepted by telephone, electronic mail or facsimile. The bid proposals must be mailed (with mailing in sufficient time to arrive on or before this deadline requirement) or be delivered as follows:
If bid proposals are delivered by mail service, express courier, delivery service or company, or in person, it shall be the sole responsibility of the Vendor submitting the proposal to insure that such delivery takes place prior to the aforementioned deadline. There shall be no waiving of the deadline due to missed deliveries on the part of the Vendor, Vendor’s delivery staff or Vendor’s choice of delivery service(s). Deliveries made directly to IHA must be placed with the IHA staff person able to accept such delivery.

1.3.6 Bid Proposal Opening. Bid Proposals will be opened at 3:00 p.m. CDST on June 4, 2012. The bid proposals and the evaluation documents created by IRHTP will remain confidential until the evaluation committee has evaluated all bid proposals submitted in response to this RFP and IRHTP has issued a notice of award. The bid proposals submitted and the evaluation documents created by IRHTP may be available for inspection subject to FCC and USAC guidelines or other applicable law only after the selection process is complete.

1.3.6.1 Failure to comply with or supply any and all information requested to accompany bid proposals may be cause for rejection of the proposal as non-compliant.

1.3.6.2 All bid proposals shall be firm for a period of 60 days to allow the evaluation committee to fully evaluate all proposals and make an award deemed to be in the best interest of IRHTP.

1.3.6.3 By submitting a bid proposal the Vendor agrees to the terms and conditions contained within this RFP.

1.4 Proposal Submission & Format.

1.4.1 Bid Proposals shall be printed on 8.5” x 11” paper. The proposals should be in 3-ring binders with appropriate tabs for reference. The original bid proposal must be in a package CLEARLY MARKED “IRHTP RFP 12-004 Proposal” on the outer envelope or wrapping. This is necessary to insure that the response package is handled properly for verification against the RFP deadline. Lack of notation of the RFP number may affect the receipt timing and affect the evaluation process. Vendor should consider this item as a critical factor when submitting a response.

1.4.2 To achieve a uniform review process and the maximum degree of comparability, proposals shall be organized in the following manner:

1.3.2.1 **Title page** that includes the subject of the bid proposal, the RFP number being responded to (12-004), name of Vendor, address, name of designated contact person, telephone number, facsimile telephone number, E-mail address for Vendor’s contact person (and, if applicable, the cellular telephone number of contact person) and the date.

1.3.2.2 **Completed Bid Proposal Compliance Form** (Attachment 2).

1.3.2.3 **Completed Authorization to Release Information Form** (Attachment 3).

1.3.2.4 **Completed Certification Letter** (Attachment 4).

1.3.2.5 **Completed Indefeasible Right of Use (IRU) Form** (Attachment 5).

1.3.2.6 **Completed Pricing Attachment C-3**

1.3.2.7 **Completed Pricing Attachment C-4**

1.3.2.8 **Completed Pricing Attachment C-5**

1.3.2.9 **Completed Pricing Attachment C-6**

1.3.3 **Number of Copies.** Vendors shall submit one (1) with original blue-ink signatures and three (3) copies; in addition one (1) soft copy of the bid proposal shall be provided on (1) CDs using Microsoft Word and Excel, if proposal contains spreadsheets.
1.4 Clarification of Proposals and Obtaining Information. IRHTP reserves the right to contact a Vendor after submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, and a review of past performance if the Vendor has provided goods or services to IRHTP or its consortium members, USAC, or the ICN or requests for corrective pages in the Vendor’s bid proposal. This information may be used to evaluate the Vendor’s bid proposal. However, the information received from the Vendor shall not be considered in the evaluation of a Vendor’s bid proposal if the information materially alters the content of the bid proposal. IRHTP reserves the right to obtain information concerning any Vendor or any proposal from any source and to consider such information in evaluating the Vendor’s bid proposal.

1.5 Waiver of Deficiencies. IRHTP reserves the right to waive minor deficiencies in a bid proposal if, in the judgment of IRHTP, the consortium’s best interest will be served. The decision as to whether a deficiency will be waived or will require the rejection of a bid proposal will be solely within the discretion of IRHTP. There is no guarantee or assurance that any deficiency will be deemed minor and that a deficiency will be waived. Each Vendor is specifically notified that failure to comply with or respond to any part of this RFP requiring a response may result in rejection of the bid proposal as not responsive.

1.6 Cost of Bid Proposal. IRHTP is not responsible for any costs incurred by a Vendor, which are related to the preparation or delivery of the bid proposal, or any other activities carried out by the Vendor as it relates to this RFP. The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor.

1.7 Bid Proposal Obligations. The contents of the bid proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing Contract.

1.8 Bid Proposals Property of IRHTP. Except as otherwise stated herein, all bid proposals become the property of IRHTP and shall not be returned to the Vendor unless all bid proposals are rejected. In the event all bid proposals are rejected, Vendors will be asked to send prepaid shipping instruments to IRHTTP for return of the bid proposals submitted. In the event no shipping instruments are received by IRHTTP, the bid proposals will be destroyed by IRHTTP. Additionally, the evaluation documents created by IRHTTP will be destroyed in the event all bid proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all bid proposals may be placed in the public domain and be opened to inspection by interested parties subject to appropriate FCC, USAC, and federal procurement regulations.

1.9 Rejection and Disqualification of Bid Proposals.

1.9.1 IRHTP reserves the right to reject any and all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written Contract. Issuance of this RFP in no way constitutes a commitment by IRHTTP to award a Contract. This RFP is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. This RFP process is for IRHTTP’s benefit and is intended to provide IRHTTP with competitive information to assist in the selection of goods and services.

1.9.2 The IRHTTP may reject a bid proposal outright and not evaluate the proposal for any one (1) of the following reasons:

1.9.2.1 Failure of Vendor to deliver the bid proposal by the due date and time.

1.9.2.2 Failure to include the Bid Proposal Compliance Form signed by an officer of the Vendor submitting the bid proposal (Attachment 2).

1.9.2.3 Failure to include the Authorization to Release Information Form (Attachment 3).

1.9.2.4 Failure to include a completed Pricing Attachment C3-C6. NOTE: All Pricing Attachments are to be signed and submitted. If the Vendor intends to NOT BID ON SPECIFIC ITEMS THEY SHOULD MARK THE ATTACHMENT WITH N/A.

1.9.2.5 The Vendor states that a technical requirement cannot be met.

1.9.2.6 The Vendor’s response materially changes a technical requirement.

1.9.2.7 The Vendor’s response limits the rights of the IRHTTP.

1.9.2.8 The Vendor fails to respond to the IRHTTP’s request for information, documents, or references.

1.9.2.9 The Vendor’s exceptions to the contract terms and conditions described in Chapter 2 and Attachment 1 (Sample Proposed Contract) materially changes the terms and conditions of that section or the requirements of this RFP.

1.9.2.10 The Vendor provides misleading or inaccurate responses.
1.9.2.11 The Vendor’s proposal is materially unbalanced.

1.10 Public Records and Requests for Confidentiality.

1.10.1 The release of information by IRHTP to the public is subject to appropriate FCC, USAC, federal procurement regulations, and other applicable provisions of law relating to the release of records in the possession of IRHTP. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a Vendor may be treated as public information by IRHTP unless the Vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. In the event the Vendor marks each page of its bid proposal as proprietary or confidential without adhering to the requirements of this Section, the IRHTP may reject the bid proposal as noncompliant.

1.10.2 Any requests for confidential treatment of information must be included in a cover letter with the Vendor’s bid proposal and must enumerate the specific grounds which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address and telephone number of the person authorized by the Vendor to respond to any inquiries by IRHTP concerning the confidential status of the materials.

1.10.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner. Failure to properly mark information as confidential shall relieve IRHTP from any responsibility if the information is viewed by the public, a competitor, or is any way accidentally released.

1.10.4 In addition to marking the material as confidential material where it appears, the Vendor must submit one (1) hard copy (printed) of the bid proposal from which the confidential information has been excised. This hard copy of the proposal MUST be clearly marked as “Excluding Confidential Materials”. In addition to a hard copy, the Vendor must also include an electronic copy of the non-confidential portions of the proposal on CD-ROM using Microsoft Word and Excel as appropriate. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The excised version must be submitted with the cover letter and may be made available for public inspection. This submittal is a mandatory requirement and is not subject to waiver. Failure to mark the confidential items and to provide the required one (1) copy with confidential information excised shall be defined as allowance for the entire proposal to be treated as a public record.

1.10.5 The Vendor’s failure to request in the bid proposal confidential treatment of material pursuant to this Section and the relevant laws and administrative rules will be deemed by IRHTP as a waiver of any right to confidentiality which the Vendor may have had.

1.11 Restrictions on Gifts and Activities. No gifts or other activities will be accepted.

1.12 Restriction on Communication. Vendors should funnel all communications thru the Project Coordinator in order to receive the highest quality response from the consortium. Please refer to Chapter 1, section 1.3.3 regarding questions and answers.

1.13 Nonmaterial and Material Variances. IRHTP reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of IRHTP, it is in the IRHTP’s best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event IRHTP waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of IRHTP.

1.14 Copyrights. By submitting a bid proposal, the Vendor agrees that IRHTP may copy the bid proposal for purposes of facilitating the evaluation or to respond to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. IRHTP will have the right to use ideas or adaptations of ideas, which are presented in the proposals. In the event the Vendor copyrights the bid proposal, the IRHTP may reject the bid proposal as noncompliant.
1.15 **Conflict between Terms.** IRHTP reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this RFP. Substantial variations between the Vendor’s terms and conditions and those contained in this RFP may be grounds for rejection of the Vendor’s bid proposal as non-responsive and non-compliant.

1.16 **Release of Claims.** With the submission of a bid proposal, Vendor agrees that it will not bring any claim or have any cause of action against IRHTP or it’s consortium members based on any misunderstanding concerning the information provided herein or concerning IRHTP’s failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.17 **Construction of RFP with Laws and Rules.** Changes in applicable laws and rules may affect the award process or the resulting Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Vendors are encouraged to visit the USAC Rural Health Care Pilot Project website: [http://www.usac.org/rhc-pilot-program](http://www.usac.org/rhc-pilot-program) and the FCC website, [http://www.fcc.gov/cgb/rural/rhcp.html#orders](http://www.fcc.gov/cgb/rural/rhcp.html#orders).

1.18 **RFP Copy.** Copies of the RFP will be available on the USAC Rural Health Care Pilot Program website at [http://www.usac.org/rhc-pilot-program/tools/search-postings.aspx](http://www.usac.org/rhc-pilot-program/tools/search-postings.aspx). In addition the RFP will also be available to vendors via the Iowa Hospital Association website at [http://www.ihaonline.org](http://www.ihaonline.org), click on Members & Groups, then IRHTP. Vendors may also request an electronic copy of the RFP by contacting Art Spies at spiesa@ihaonline.org.

1.19 **Downloading RFP from the Internet.** The RFP, Amendments, and all responses to Vendor questions will be posted on the Iowa Hospital Association website at [http://www.ihaonline.org](http://www.ihaonline.org), on Members & Groups, then IRHTP. Vendors are advised to check the IHA website periodically for amendments to this RFP as Vendors will not automatically receive Amendments and responses.

1.20 **Definition of Contract.** The full execution of a written contract shall constitute the making of a contract for services and no Vendor shall acquire any legal or equitable rights relative to the contract services until the Contract has been fully executed by the successful Vendor and IRHTP.

1.21 **Award Notice and Acceptance Period.** IRHTP will send an “Award Notice” to all Vendors submitting a timely bid proposal. Negotiation and acceptance of the contracts shall be completed with the successful Vendor no later than thirty (30) days after the Award Notice. If an apparent successful Vendor fails to negotiate and deliver the executed contract by that date, IRHTP may, in its sole discretion, cancel the award and award the contract to the next highest ranked Vendor. IRHTP reserves the right to continue negotiations after thirty days if, in IRHTP’s sole discretion, IRHTP deems it to be in the best interests of IRHTP to do so.

1.22 **No Minimum Guaranteed.** IRHTP anticipates that the selected Vendor will provide services as requested by IRHTP. IRHTP will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor’s services.

1.23 **Criminal History and Background Investigation.** IRHTP reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and personnel retained by the Vendor for the performance of the Contract.

1.24 **Suspension and Debarment.** IRHTP may review all vendors responding to this RFP to validate them against the FCC’s Suspension and Disbarment list [http://universalSERVICE.org/sl/about/suspensions-debarments.aspx](http://universalSERVICE.org/sl/about/suspensions-debarments.aspx).

Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Support Mechanism are subject to suspension and debarment from the program.

FCC rules provide that there are two stages to this process. First, when the FCC becomes aware that a person has been convicted of a crime or judged civilly liable for certain acts arising out of that person’s participation in the program, the FCC suspends that person from activities related to the program. The FCC issues a public Notice of Suspension and of Proposed Debarment. The notice of suspension informs the suspended person or other interested party that that they have 30 days to oppose the proposed debarment. The second stage of this process is the actual debarment. The FCC will, absent extraordinary circumstances, provide notice of a decision to debar within 90 days of receiving any information from the person proposed for debarment.
CHAPTER 2
CONTRACTUAL TERMS
RFP 12-004

2.1 Contractual Terms Generally.

2.1.1 The Contract, which IRHTP expects to award, will be based upon the bid proposal submitted by the successful Vendor (Vendor awarded the Contract) and this solicitation. The Contract between IRHTP and the Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including those contained in the contract terms and conditions sample agreement identified as Attachment 1, (Sample Proposed Contract), the offer of the Vendor contained in its bid proposal, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the IRHTP.

2.1.2 The Contract terms contained in Attachment 1 (Sample Proposed Contract) are not intended to be a complete listing of all Contract terms but are provided only to enable Vendors to better evaluate the costs associated with the RFP and the potential resulting Contract. Vendors should plan on such terms being included in any Contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

2.1.3 By submitting a bid proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change accept as otherwise expressly stated in the appropriate section of the Bid Proposal Compliance Form (Attachment 2). If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in Attachment 2 of its bid proposal the specific Contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by IRHTP, in its sole discretion, resulting in possible disqualification of the bid proposal. IRHTP reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the selected Vendor if the best interests of IRHTP would be served.

2.2 Additional Cost Items Not In Contract. IRHTP is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Vendor.

2.3 Services Delivery Schedule. The scheduling for installation, delivery, or performance of services for items pertaining to this RFP shall be as agreed upon between the successful Vendor and IRHTP during the contract negotiation process.

Additional Vendor Information
The FCC's Fourteenth Order on Reconsideration (CC Docket No. 96-45, FCC 99-256, 11/3/1999) stipulated that telecommunications carriers are no longer required to be Eligible Telecommunications Carriers (ETC's) to participate in this program. All non-traditional telecommunications service providers may participate. Service providers intending on responding to this RFP must secure a Service Providers Identification Number (SPIN) from USAC. See the USAC website for details on how to secure a SPIN.

2.4 Bid Proposal Security & Performance Bond. Not Required

2.5 Vendor must acquire USAC SPIN and provide on Bid Proposal Compliance Form

2.6 Debarment, Suspension and Other Responsibility Matters. The Vendor and all of its sub-contractors shall certify that the company or corporation is not presently, or within the last three years, debarred, suspended, proposed for suspension, declared ineligible, or excluded from covered transactions by any government agency; or has not been reported to or questioned by a consumer protection office regarding its business practices; or it or its officers or directors are not presently or within the last three years, indicted for or otherwise criminally or civilly charged by a government entity for the commission of a public offense related to its business; or has not, within the last three years, had any government transactions terminated for cause or default; or within the last three years, has been terminated from or denied extension of a contract for any of the reasons above in addition to the Vendor's failure to maintain compliance of contract specifications or has failed to bargain or negotiate in good faith, conflicts not clearly specified or contained in the contract.
MANDATORY NETWORK REQUIREMENTS

3.0 Mandatory Requirements. The purpose of this Section is to identify the mandatory requirements and conditions a bid proposal must fulfill before any consideration will be given. Each mandatory requirement requires a positive response by providing confirmation of compliance and information describing how the Vendor doesn’t meet, meets or exceeds the mandatory requirement. VENDOR MUST RESPOND TO ALL SECTIONS (AND SUB-SECTIONS) OF CHAPTER 3 TO HAVE ITS BID PROPOSAL CONSIDERED.

3.0.1 Vendor shall provide the following general background information of Vendor.

3.0.2 Name, address, telephone number, fax number and e-mail address of the Vendor including all d/b/as’ or assumed names or other operating names of the Vendor.

3.0.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited Liability Company.

3.0.4 State of incorporation (if a corporation). If a limited liability company, state of formation.

3.0.5 Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor’s performance under the terms of this RFP.

3.0.6 Local office addresses and phone number.

3.0.7 Number of employees.

3.0.8 Type of business.

3.0.9 Name, address and telephone number of the Vendor’s representative to contact regarding all contractual and technical matters concerning this proposal.

3.0.10 Name, address and telephone number of the Vendor’s representative to contact regarding scheduling and other arrangements.

3.0.11 Identify the Vendor’s accounting firm.

3.0.12 The successful Vendor will be required to register to do business in Iowa. If already registered, provide the date of the Vendor’s registration to do business in Iowa.

3.0.13 Vendor must provide the following legal or administrative information.

3.0.13.1 During the last five (5) years, describe any damages or penalties or anything of value traded or given up by Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the Vendor.

3.0.13.2 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

3.1 Link-Segments.

3.1.1 A link-segment is defined as the fiber optic facility beginning at the health care providers (HCP) termination and continuing on until terminated at the designated ICN endpoint.

3.1.2 Each link-segment constructed or provided as part of this project must be engineered and tested for a minimum of one gigabit of throughput from the local hospital to the specified ICN POP.

3.1.3 Precise room and/or exact building located on contiguous property will be specifically defined at the time of contract negotiations. The successful vendor must agree to permit such minor end point location adjustments without cost impact to the consortium.
3.1.4 The ICN POP locations are all existing and defined locations. In each instance, there are, in most cases, ductwork entry facilities where the property line meets the ROW. When available, the Vendor must use this access point to make entry into the ICN’s POP.

3.2 Outside Plant (OSP) Construction Specifications. All new fiber optic cable facilities (link-segments) designed and constructed as part of this project must be constructed in accordance with the OSP construction specifications as detailed in this chapter. Further construction installation specification, Exhibit B, are available on CD.

3.2.1 Fiber installed must meet SMF-28/GR/253 fiber specifications with a minimum fiber count of any new constructed fiber optic facility of 36 fibers.

3.2.1.1 Armored Fiber Optic Cable
3.2.1.2 Single Jacket
3.2.1.3 Loose Tubes, Three tubes of 12 fibers each (Dri-Core)
3.2.1.4 36 total fibers
3.2.1.5 Color-coded Buffer Tubes

3.2.2 Non-Armored Cable (Kevlar) Kevlar Cable must be in duct and must include a #10 AWG Copper Clad steel tracer wire with .045 PE HMWPE manufactured by Kris-Tech and be placed inside the duct.

3.2.3 All fiber placed within the incorporated city limits must be placed in continuous 2” HDPE. Upon completion of a link segment, all conduits shall have a pull rope available for future use.

3.3 Fiber Optic Cable Method of Termination Specifications. All fiber optic cable facilities furnished as part of this project must be terminated in accordance with specifications in this chapter. Unless otherwise stated, the vendor shall terminate all fiber optic cable on either rack-mounted bulkheads or wall-mounted Fiber Distribution Panels (FDPs), furnished by the vendor located inside the HCPs equipment room. All vendor provided rack mounted bulkheads or FDPs shall be equipped with SC style connectors. Where HCPs have designated cable demarcation rooms separate from the equipment room, contractors may request a waiver from the IRHTP Project Coordinator to allow them to terminate in the demarcation room. Vendor shall furnish the appropriate SMF from the rack mounted Bulkhead Panel or the FDP to the HCP’s equipment rack.

3.3.1 Rack Mounted FDP at each hospital shall be:
CORNING Closet Connector Housing CCH-01U (or approved equivalent)

3.3.2 Wall Mounted FDP if required for a hospital demarcation shall be:
CORNING Wall Mountable Connector Housing WCH-02P (or approved equivalent)

3.3.3 Rack Mounted FDP at each ICN POP shall be:
CORNING Closet Connector Housing CCH-04U (or approved equivalent)

3.3.4 Splice all fibers. There must be continuity of all 36 fibers from the specified HCP termination point to the specified ICN termination point. Each fiber must be tested end to end. (See Annex B Section 7 Clause 9.3.2 available on CD)

3.3.5 Terminate fibers. The Vendor shall terminate three (3) pair [six fibers] at the HCP termination point and the same three (3) pairs [six fibers] at the ICN termination point.

3.4 Vendor Responsibilities.

3.4.1 Vendor shall provide all OSP materials, labor, and services needed to install a fiber optic facility between the points listed in Exhibit A. Installation is construed to mean, all digging, trenching, plowing, boring, hand holes, tubs, connectors, splicing, terminations, pigtails, landscape and road restoration, and testing as needed for the placement of a 36-count fiber optic cable between the HCP termination point and the ICN termination point. The contractor duties include acquiring city, county and state permits, securing all outside plant materials to complete the project, submitting red-lined construction drawings per site, documenting all fiber testing, and coordinating other related issues with the consortiums project manager. Contractor is responsible for all One-Call notifications.
3.4.2 Upon notice by the Vendor that each link-segment is ready for testing and acceptance, a representative for IRHTP will jointly with the vendor, complete the checklist as shown in Exhibit B, (Link-Segment Completion Checklist). The vendor, when submitting for payment, will submit the completed and signed copy of the checklist.

3.4.3 The vendor shall test each link-segment from the HCP termination point bulkhead to the ICN termination point bulkhead using appropriate and approved makes and models of test equipment. Vendor shall perform an Optical Time Domain Reflectometer sweep of the cable showing the total loss in db for the end-to-end link segment. Prior to testing, the vendor shall submit the list (make, model, and date of last calibration), of the proposed test equipment to the IRHTP project coordinator.

(See Annex B Part Seven (7) Clause 9, available on CD.)

3.5 HCP Termination Point. IRHTP has designated a local on-site coordinator at each participating hospital. The on-site coordinator will specify the route of the fiber path from the point it leaves the public ROW and enters the Hospital grounds. The on-site coordinator will also designate the location of the fiber termination within the building. The fiber will be either terminated in a rack-mounted FDP or wall-mounted FDP depending upon the circumstances of the specific location. The Vendor shall furnish any required bulkheads or FDP’s with SC Connectors.

All fiber from the Public ROW to the hospital penetration shall be placed in continuous 2” or greater HDPE.

Fiber in HDPE can be Kevlar but must be accompanied by a #10 AWG Copper Clad steel tracer wire with .045 PE HMWPE manufactured by Kris-Tech and placed inside the duct. At the vendor’s discretion, armored fiber can be placed in the duct in lieu of Kevlar accompanied by the tracer wire

3.6 ICN Termination Point. At each ICN termination point there may be an existing fiber hand hole or tub to facilitate the Vendor pulling the fiber into the existing ductwork. An ICN OSP Technician will supervise this entry into the tub and ductwork. The Vendor will terminate the fiber on a rack-mounted FDP with SC style connectors or as otherwise specified by the ICN and furnished by the Vendor. Vendors must coordinate the ICN endpoint installation date with the ICN OSP Engineer.

3.7 Change Orders. The vendor must submit a firm fixed price for each site bid. There are no funds set aside or budgeted for contingencies or change orders.

3.8 Value Engineering. If after the award of a link-segment contract to a vendor, the vendor determines that there exists an opportunity to increase the value of a link-segment by modifying or changing the route as was depicted on an approved construction drawing, IRHTP will consider that change even though the change may increase overall cost. IRHTP is not bound to accept any Value Engineering proposals. Examples of Value Engineering are, but not limited to: “share the trench” or “share the duct” opportunities, newly identified IRU opportunities for part or all of the link-segment route, future risk mitigation to the fiber optic cable facility, permit or ROW issue mitigations, or changing a route to pickup an additional health care provider building or location.
By submitting this bid, Vendor acknowledges it can comply and will comply with all specifications detailed in this RFP.

**Construction Bids:**

<table>
<thead>
<tr>
<th>HCP Connected</th>
<th>Termination Point</th>
<th>HCP Connected</th>
<th>Termination Point</th>
<th>Link Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.1 Alegent Mercy Council Bluffs 800Mercy Dr</td>
<td>Splice Case at I-29 &amp; Mid-America Dr</td>
<td>Bergan Mercy Med Center, 7500 Mercy Rd</td>
<td>S 13th St &amp; Bob Gibson, Omaha</td>
<td></td>
</tr>
<tr>
<td>18.1b (Alt) Alegent Mercy Council Bluffs 800Mercy Dr (Alternate)</td>
<td>Splice Case at Hwy 275 &amp; Twin City Dr</td>
<td>Bergan Mercy Med Center, 7500 Mercy Rd</td>
<td>S 13th St &amp; J St Omaha</td>
<td></td>
</tr>
</tbody>
</table>

**HCP Connected**  | **HCP Address** | **ICN Connection Point** | **ICN Address** | **Link Cost** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18.1 Alegent Mercy Council Bluffs 800Mercy Dr</td>
<td>940 S Oak St</td>
<td>Ellsworth Com College</td>
<td>1100 College Ave</td>
<td></td>
</tr>
<tr>
<td>18.1b (Alt) Alegent Mercy Council Bluffs 800Mercy Dr (Alternate)</td>
<td>940 S Oak St</td>
<td>Iowa Falls Police Dept</td>
<td>321 Stevens St</td>
<td></td>
</tr>
</tbody>
</table>

**IRU Bids:**

<table>
<thead>
<tr>
<th>HCP Connected</th>
<th>Termination Point</th>
<th>HCP Connected</th>
<th>Termination Point</th>
<th>Link Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.1 Alegent Mercy Council Bluffs 800 Mercy Dr</td>
<td>Splice Case at I-29 &amp; Mid-America Dr</td>
<td>Bergan Mercy Med Center, 7500 Mercy Rd</td>
<td>S 13th St &amp; Bob Gibson, Omaha</td>
<td></td>
</tr>
<tr>
<td>18.1b (Alt) Alegent Mercy Council Bluffs 800Mercy Dr (Alternate)</td>
<td>Splice Case at Hwy 275 &amp; Twin City Dr</td>
<td>Bergan Mercy Med Center, 7500 Mercy Rd</td>
<td>S 13th St &amp; J St Omaha</td>
<td></td>
</tr>
</tbody>
</table>

**HCP Connected**  | **HCP Address** | **ICN Connection Point** | **ICN Address** | **Link Cost** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18.2 Ellsworth Municipal Hospital</td>
<td>940 S Oak St</td>
<td>Ellsworth Com College</td>
<td>1100 College Ave</td>
<td></td>
</tr>
<tr>
<td>18.2b (Alt) Ellsworth Municipal Hospital (Alternate)</td>
<td>940 S Oak St</td>
<td>Iowa Falls Police Dept</td>
<td>321 Stevens St</td>
<td></td>
</tr>
</tbody>
</table>
4.0 Overview of Project Responsibilities

4.1 Background and General Information. The IRHTP is soliciting a vendor to provide supplemental on-demand Quality Assurance Inspection Services (QAIS) in the field to oversee the quality control of OSP contractor(s) installing the fiber optic facilities for the IRHTP consortium.

Over the next year, fiber optic facilities will need to be inspected at five locations around Iowa (Belmond, Clarion, Council Bluffs, Newton, and Spirit Lake). The fiber optic cable facility construction projects range in length from less than one to two miles.

These Quality Assurance Inspections services are supplemental and are additional to the QAIS normally performed by the Iowa Communication Network who owns the backbone infrastructure to which this fiber attaches. The QAIS supplied by a vendor awarded a contract as a result of this RFP will be supportive in the form of augmentation services to the ICN Outside Plant Section and the ICN Outside Plant Manager.

In general terms, the services to be provided under this RFP are for Quality Assurance in the form of “spot-checking”, problem resolution, and site coordination and completing the link-segment checklists.

Site Inspectors may oversee multiple projects concurrently.

Due to the nature of the many unknowns relating to the actual schedule of construction, and to provide a level playing field for bid response evaluation, a model for bidding purposes is provided as Pricing Attachment C-4 to this chapter.

All supporting costs (such as per diem and travel, communications, and administration) for the deployment of the site inspectors under this RFP must be determined and included in an hourly rate, hereinafter referred to as the “burdened hourly rate.”

This “burdened hourly rate.” is then applied to the cost model and submitted on Pricing Attachment C-4.

The calculated costs will result in a “firm fixed fee” for the specified number of hours in the cost model to be accomplished over the next year.

The selection of the Vendor for this RFP will be based on the Vendors understanding of the project, the vendor’s qualifications, and the cost submitted on Pricing Attachment C-4.

Upon award of a contract, the IRHTP Project Coordinator will negotiate the terms of payment based on a USAC Network Cost Worksheet, which will be jointly formulated by the IRHTP Project Coordinator and the vendor.

Upon award of a contract under this RFP, the ICN Outside Plant Manager (ICNOSPM) will negotiate mutually agreeable rules of engagement with the successful vendor. The model is for bidding purposes and the actual deployment for any particular project will be adjusted by the ICNOSPM based on the prevailing need.

The ICOSPM, will when making assignments to the Site Inspectors, work with the vendor to maximize the efficiency of time and travel.

All contracted hours will be used. Hours not used at one site will be used at other sites as needed.

Due to the nature of the funding of this project, no additional hours can or will be authorized. When the total numbers of hours are used, the vendor will be released from further obligation and the contract will be deemed complete.

4.2 Estimated Schedule. The number of sites being constructed or brought on net each month is dependant on weather, material availability, permits and other items not under the control of the IRHTP.
4.3 Intermittent Schedule. The schedule of implementation of this project is impacted by a number of factors: weather, the negotiated contract schedule with the winning OSP contractor, progress in hospitals under construction, funding timelines, and permitting issues.

4.3.1 The typical OSP construction year in Iowa is March through November. Depending on the particular site schedule, construction may start earlier or extend past the typical dates.

4.3.2 A Vendor desiring to provide these supplemental on-demand Quality Assurance Services must consider the above factors when sizing and planning the deployment of the SI (site inspector) workforce.

4.4 Number of Simultaneous Projects underway. For bidding purposes there will be no more than 1 OSP construction project requiring oversight on any one day.

4.4.1 Site Inspectors (SI) may be assigned to provide spot-checking oversight for multiple projects at the same time.

4.4.2 The ICNOSPM will coordinate with the vendor to ensure that the site inspectors are deployed in a logical and efficient manner.

4.4.3 “Spot-Checking” is defined as, but not limited to: the intermittent visitation to a construction route/site(s) for the purposes of observing the progress, quality, and safety of the Outside Plant construction work being performed under this contract. It includes the verification of bore and plowing depths, and to ensure cable placement is in accordance with standard industry practices, that adjacent properties are being protected, One Call notifications are being made, and outside plant installation specifications are adhered to.

4.5 Eligible Vendors

4.5.1 Vendor qualified to bid. Any qualified Vendor who is qualified to bid on Chapter 3 of this RFP, but not awarded a contract may bid on this RFP.

4.5.2 Business relationship disqualifies vendors. Any qualified Vendor will not be awarded a contract if the Vendor has any business relationship with any Vendors who were awarded a contract under Chapter 3 of this RFP.

4.5.3 Other qualifications. Any other vendor meeting the Vendor Qualifications stated below.

4.6 Vendor Qualifications

4.6.1 Outside Plant Construction. The vendor shall be a knowledgeable Telecommunications Outside Plant construction firm and shall have been in the business of Outside Plant Construction for at least five years,

(or)

4.6.2 Consulting Firm or Civil Engineer. Shall be an Iowa registered consulting firm employing or retaining a registered professional civil engineer on staff with five years experience in the design and construction of fiber optic cable facilities.

(or)

4.6.3 Minimum required experience. A Project Management or Communications Consulting firm employing or retaining staff, wherein each SI candidate has a minimum of five years experience in the management of, supervision of, the construction of fiber optic cable facilities. Retained graduate electrical engineers on staff with a minimum of 5 yrs industrial experience shall also be deemed as qualified.

4.6.4 Narrative required. Applying vendors shall submit a narrative describing their firm, the scope of its experience in the area of OSP Fiber Optic Cable construction, and a resume’ of the experience and qualifications of each site inspector that will be potentially assigned to this project.

4.7 Site Inspectors

4.7.1 Site Inspector Qualifications. Only knowledgeable and experienced OSP Field Personnel (Site Inspectors) experienced in the field of OSP Fiber Optic Cable installation will be accepted as qualified site inspectors.
Electrical Engineers with Five Years of commercial experience will be deemed as qualified. Field personnel must be administratively supervised by the Vendor’s registered engineer or by a designated qualified Supervisor approved by the IRHTP Project Coordinator.

4.7.2 IRHTP Approval of all Site Inspectors. The Vendor shall submit resumes to the IRHTP Project Coordinator for all site personnel who will be employed by the Vendor for this project. The IRHTP will pay particular attention to the practical experience and training of each site inspector (SI) submitted for approval. The IRHTP must approve each SI before he/she can be deployed on this project.

4.7.3 Augmentation Support. Normally, the ICN Outside Plant Manager will assimilate the some of the IRHTP QAIS requirements into his daily workload. However, as workloads dictate, the ICN Outside Plant Manager (ICNOSPM) will request augmentation support in the form of additional qualified Site Inspectors from the Vendor under the contract that will be awarded as a result of this RFP.

4.7.4 Level of Oversight. The OSP Field Personnel (site inspectors) (SI) shall provide supplemental on-demand oversight at each construction location when requested by the ICNOSPM. The vendor providing services under this RFP will receive a minimum of 48 hours notice from the ICNOSPM prior to commencement of work at any particular site. The Vendor shall assign a SI to a project and notify the ICNOSPM who is assigned. The ICNOSPM or his designee shall have direct supervision over the SI while the SI is assigned to a particular IRHTP project.

4.7.5 Minimum period of work. When a SI is requested for assignment as a supplemental SI by the ICNOSPM, it shall be for a minimum period of not less than eight (8) hours, including travel time. The overall length of the assignment at any particular site is at the discretion of the ICNOSPM.

4.7.6 Reporting. The assigned site inspector shall submit a weekly project progress report with daily time and travel logs to the Vendor for each assigned project at the COB each Thursday. The format and contents of the daily log will be negotiated with the vendor upon contract award. The Vendor will collect these reports and, in turn, will meet with the IRHTP designated representative each Friday of every project workweek. The IRHTP Project Coordinator will prescribe the report format and how this report will be communicated.

4.8 Expenses.

4.8.1 All supporting costs (such as per diem and travel, communications, and administrative) for the deployment of the site inspectors under this RFP must be determined and included in the hourly rate referred to as the “burdened hourly rate.”

4.8.2 The compilation of the Firm Fixed Fee as depicted on the Pricing Attachment C-4 must include all anticipated expenses for the entire contractual period.

4.9 Services Requested.

4.9.1 Examples of Quality Assurance Services Requested. The following are examples of, but not limited to, the types of quality assurance service requested. This is a partial list and does not limit the site inspector’s responsibility. The site inspector is expected to rely on training and personal experience to guide performance. The ICNOSPM will dictate specific tasks as they are identified.

4.9.1.1 The site inspector (SI) shall act as the participating Health Care Provider’s (HCP) construction representative during the phases of building penetration and cable placement upon the HCP’s property.

4.9.1.2 The SI shall carefully monitor the installation of the inside fiber facilities within the HCP’s building to ensure that construction does not interfere with Hospital Operations. SI shall act as the primary interface between the HCP’s designated representative and the Contractor’s personnel.

4.9.1.3 The SI shall verify that all necessary permits and easements are in place before the Contractor begins work.

4.9.1.4 The SI shall observe that all the necessary barricades and signs are in place when the Contractor is working on site.

4.9.1.5 The SI shall act as the IRHTP Safety Officer over all work being performed under this contract in a particular community. SI shall stop work immediately anytime an unsafe condition is discovered and report
situation at once to ICNOSPM. The SI shall maintain vigilance for traffic control issues and traffic circulation problems and resolve them as soon as possible.

4.9.1.6 The SI shall verify all bore, plow, and trenching depths to ensure they are in conformance with outside plant specifications.

4.9.1.7 The SI in concert with the ICNOSPM, shall coordinate a schedule for the entry into ICN Cable vaults, hand holes, pulling tubs, duct banks, and ICN FOTs rooms.

4.9.1.8 The SI shall verify that all construction drawings are redlined in accordance to the actual route constructed.

4.9.1.9 The SI shall note all pre-existing route conditions (such as cracked pavement, washouts, rocky areas not supporting grass, and document them with a digital camera.

4.10 Executive Summary

4.10.1 Content of Executive Summary. The vendor shall prepare an executive summary and overview of the services being offered, including all of the following information:

- 4.10.1.1 Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and the proposed contract.
- 4.10.1.2 An overview of the vendor’s plans for timely delivery of services (including project management approach).
- 4.10.1.3 An overview of the vendor’s knowledge of requirements and its proposed approach for delivering results.

4.11 Work Plan

4.11.1 The SI shall address each deliverable and performance measure in this chapter.

4.11.2 Proposals must identify any deviations from the requirements of this Chapter 4 or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.

4.12 Background Information

4.12.1 The vendor shall provide the following general background information:

- 4.12.1.1 Name, address, telephone number, FAX number and e-mail address of the vendor including all operating names as well as those doing business as (d/b/a) and assumed names of the vendor.
- 4.12.1.2 Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company.
- 4.12.1.3 State of incorporation, state of formation, or state of organization.
- 4.12.1.4 Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor’s performance under the terms of this RFP/Chapter.
- 4.12.1.5 Local office address and phone number (if any).
- 4.12.1.6 Number of employees per each location.
- 4.12.1.7 Type of business.
- 4.12.1.8 Name, address and telephone number of the vendor’s representative to contact regarding all contractual and technical matters concerning this proposal.
- 4.12.1.9 Name, address and telephone number of the vendor’s representative to contact regarding scheduling and other arrangements.
- 4.12.1.10 Name and qualifications of any subcontractors who will be involved with this project.
4.12.1.11 Identify the vendor’s accounting firm.

4.12.2 The successful vendor will be required to register to conduct business in Iowa. If already registered, provide the date of the vendor’s registration to conduct business in Iowa and the name of the vendor’s registered agent.

4.12.3 Company Experience

4.12.3.1 The vendor must provide the following information regarding its experience:

4.12.3.1.1 Number of years in business.

4.12.3.1.2 Number of years experience providing the types of services sought by the RFP/Chapter.

4.12.3.1.3 Describe the level of technical experience in providing the types of services sought by the RFP/Chapter.

4.12.3.1.4 List all services similar to those sought by this RFP/Chapter that the vendor has provided to other businesses or governmental entities within the last five years (include dates of service).

4.12.3.2 Past Outside Plant Construction Experience. List contact references from successful past or present clients knowledgeable of the vendor’s performance in providing outside plant construction services or project management services to governmental jurisdictions, state or regional, with buried fiber optic cable networks.

4.12.3.3 Personnel. The vendor must provide resumes for all key personnel, as defined in Section 3, involved in providing the services discussed in this RFP/Chapter. The following information must be included in the resumes:

4.12.3.3.1 Full name.

4.12.3.3.2 Years of experience and employment history, particularly as it relates to the scope of services specified herein.

4.13 Firm Fixed Price

4.13.1 Burdened Hourly Rate. The Vendor providing the Quality Assurance Inspection Services shall submit one price in the form of firm fixed price based on a “burdened” hourly rate for the oversight inspection and/or link-segment checklist completion of these constructed or IRU sites.

4.13.2 Must include All Costs. The firm fixed price must include all other costs such as communications, office supplies, and other specific requirements to do the job.

4.13.3 Price Held for One Year. The Vendor must hold the firm fixed rate bid for a period of one year ending June 30, 2113.

4.13.4 Invoices for Payment of QAIS. The vendor shall submit Invoices to the IRHTP Project Coordinator for payment per an agreed upon schedule as shown on the USAC Network Cost Worksheet. (See USAC Payment Process document attached.)

4.13.5 Retainage. OSP Construction Vendors will have 10% retainage withheld until such time as IRHTP Project Coordinator is satisfied that all earth settling has occurred, all landscaping is healthy and growing, and there are no issues with drain tile or similar items. These sites will then require a return visit by the Quality Assurance SI after a specified period of time to again review the project and then if found satisfactory, recommend to the IRHTP Project Coordinator that he release the construction vendor’s retainage.
PRICING ATTACHMENT C-4
QUALITY ASSURANCE INSPECTION SERVICES
BID SUBMITTAL FORM
RFP 12-004

Costing Model One – Five (5) Constructed Sites
Coordination meetings, problem resolution
and resolution of administrative issues on site. 8 hours

Site Construction Quality Assurance Spot-Checking 8 hours

Completion of Final Link-Segment Checklist with contractor
and the HCP representative. (May require dedicated travel) 8 hours

Re-inspection for release of retainage and the completion of
The final site checklist
(May require dedicated travel) 8 hours

Total Hours per constructed site 32 hours

Cost Calculation
Five (5) sites times (x) 32 hours times (x) the burdened hourly rate
of $________equals (=) a Total Three-Year Firm Fixed Cost of $______________

Costing Model Two – None (0) On-Net Sites

Completion of Modified Final Link-Segment Checklist with contractor
and the HCP representative. 8 hours

Cost Calculation: Please provide a burdened hourly rate.
None (0) sites times (x) 8 hours times (x) the burdened hourly rate
of $________equals (=) a Total Three-Year Firm Fixed Cost of $______________

Total three year firm Fixed Cost $______________ (This is the evaluated cost)

Bid responses containing only an hourly rate “plus expenses” will not be considered by
the IRHTP.

The undersigned submits the total of $____________as our Total Three-Year Firm Fixed Costs for Quality Assurance
Inspection Services:

Name of Vendor:__________________________________________________ __________________________________
Address:__________________________________________________________

By:_______________________________________________________________

Vendor’s Authorized Agent Signature:_________________________________
CHAPTER 5
CWDM/DWDM HARDWARE
TECHNICAL SPECIFICATIONS
RFP 12-004

5.1 Purpose. IRHTP is seeking bid proposals from Vendors who can provide all necessary Course/Dense Wavelength Division Multiplexing platform equipment, software, maintenance and support to provide an engineered solution connecting seven metro healthcare sites to the IRHTP network. At present the metro ring consists of a single 10Gb Ethernet service. The consortium is seeking options to allow multiple wavelengths to traverse the metro ring in a cost effective yet scalable design.

5.2 Mandatory Requirements. The Vendors product offered MUST meet the following requirements. Vendor shall confirm its product offered meets each of the requirements listed within Section 5.2. If a Vendor’s product does not meet all the requirements of Section 3.2, its bid proposal will be rejected and not considered for further evaluation.

5.2.1 Modulation of the core network side optical amplifiers must be a NRZ (Non-Return to Zero or Coherent Phase Shift Keying) for 10Gbps.

5.2.2 Optical Amplifiers in the DWDM product must be Erbium Doped Fiber Amplifiers (EDFA) and/or Raman Amplifiers.

5.2.3 Optical auto leveling/compensation must be incorporated in the product to automatically control the power levels of the transmitted wavelengths.

5.2.4 The DWDM (ITU-T G.694.1) platform must support CWDM (coarse wave division multiplexing) (ITU-T G.694.2), Ethernet, & SONET/TDM (Time-Division Multiplexing) Legacy interfaces.

5.2.5 All small form factor pluggable Optics (SFP, XFP, GBIC, etc.) are required to support MSA (Multi-Source Agreement) specification.

5.2.6 Product must support EDC (Electronic Dispersion Compensation) and/or Fiber Bragg Grating based dispersion compensation. Dispersion compensation must be incorporated within the product chassis.

5.2.7 Product line must be capable of utilizing AC or DC power options.

Note: The product will not be required to use both power options simultaneously. The product must have ability to utilize either power option available at the site. The IRHTP will specify the power option required at the time of order.

5.2.8 Each location must be designed as an add/drop location or have the ability to be converted to an add/drop with no major fork-lift equipment replacement or cost beyond adding the required modules.

5.2.9 Product must support sending of SNMP traps for fault management.

5.3 Product Requirements. Vendor shall provide a detailed response to each of the following requirements.

5.3.1 Reconfigurable Add/Drop.

5.3.1.1 Does your product impose limits to the number of add drop sites between service ingress and egress points? Are there engineering rules or issues related to noise, jitter or chromatic dispersion accumulation that might constrain the number of nodes in an add/drop chain? If yes, please explain these rules.

5.3.1.2 Describe the process for converting a circuit from pass-thru to add and drop.

5.3.1.3 Does the process described in 3.3.1.2 affect other circuits passing through the node? Is this process done on-site or can it be done remotely?

5.3.1.4 Does your product support adding and dropping any wavelength at any node with no pre-planning requirements and no protection when adding or deleting wavelengths?

5.3.1.5 Describe any configuration rules or limitations with respect to the following:

5.3.1.5.1 Line to tributary drop. Can any wavelength on the line be dropped to any port on the tributary (client) side?
5.3.1.5.2 Arbitrary line-line mapping. Can traffic incoming to the node on a given wavelength be mapped to any other wavelength exiting the node?

5.3.1.5.3 Tributary to tributary mapping. Can traffic be arbitrarily mapped from any client port to any other client port? Does the product support full hair-pinning?

5.3.1.6 Does muxing (multiplexor) capability exist to aggregate traffic spread over different ports onto a single wavelength?

5.3.1.7 Describe the minimum/average number of OEO (Optical Electronic Optical) conversions of the optical signal between the client and the network side of a single node.

5.3.2 Client Services.

5.3.1.1 Does the product use industry standard pluggable optics: SFP for 1G/2.5G and XFP for 10G?

5.3.1.2 Describe the density of a single shelf in the following configurations:

5.3.1.2.1 Fully configured with client 1GbE interfaces.

5.3.1.2.2 Fully configured with client 10 Gb interfaces.

5.3.1.3 How does the product deal with 10G ITU grid optics from a router? Is a client/interface card required? If not, do all fault and PM attributes apply?

5.3.1.4 Describe available client interface modules, protocols, speeds, etc. Are any of these modules configurable for multi protocol access?

5.3.1.5 Is Fiber Channel available as an interface? What speeds are supported?

5.3.2 Product Turn-Up.

5.3.2.1 List and describe the common modules required in the initial turn-up of the product.

5.3.2.2 Describe any optical patch cables, other than line or tributary, required in the product.

5.3.2.3 Describe any special cleaning and installation kits and their use.

5.3.2.4 Describe the modules for both initial wavelengths as well as ongoing growth of wavelengths.

5.3.3 PMs/Diagnostics.

5.3.3.1 Describe any built-in testing capabilities supported by the product. For example, does the product support PRBS (Pseudorandom Binary Sequence) pattern injection to pre-test non-provisioned wavelengths?

5.3.3.2 Describe the performance monitoring information supplied by the product. Is this available at all add/drop nodes on all wavelengths?

5.3.3.3 What capabilities are available at optical add/drop nodes to support loop-back and performance gathering to assist in sectionalizing faults?

5.3.3.4 Describe any remote OTDR (optical time-domain reflectometer) testing capabilities of the product.

5.3.4 Optical Line Product.

5.3.4.1 How many wavelengths are supported by the line product? What is the spacing?

5.3.4.2 If there is a modular expansion path from a smaller initial capacity to the maximum capacity of wavelengths, is the expansion service disruptive?

5.3.4.3 What is the maximum supported capacity of the optical line product proposed (number of channels x line rate per channel)?

5.3.4.4 Does a single DCM (Dispersion Compensation Module) cover the entire C-band or does dispersion management require sub-band specific DCM?

5.3.4.5 Is DCM available in the product for both network and client side interfaces? If yes, describe.

5.3.4.6 Describe the steps involved in adding additional channels on the line side of the product.

5.3.4.7 Does the product incorporate automatic power balancing? If yes, describe.

5.3.4.8 Does the product conform to the OTN (Optical Transport Network) ITU-T G.709 standards?
5.3.5 Product Capacity.

5.3.5.1 Explain the product backplane capacity and its capability for future growth. What limits does the backplane impose on future wavelength capacity (100GB and beyond)

5.3.5.2 Is 100G planned for this platform, and if so, what is the planned release date?

5.3.6 Product Management

5.3.6.1 Explain what management product(s) are currently available, the type of OS (operating system) required and server requirements.

5.3.6.2 Is the management software of the product HPOV (HP OpenView, Business technology Optimization) compatible?

5.3.6.3 Can the management product communicate with a higher level OSS (Operational Support Product)? If so, how is this accomplished?

5.3.6.4 Describe how the management product supports the following functions;

5.3.6.4.1 Element management, craft interface via Enet / RS232 / USB , others if applicable.

5.3.6.4.2 Fault notification.

5.3.6.4.3 Service management for end to end services provisioning.

5.3.6.4.4 Network planning and design, such as path computation, calculated span loss, list of materials, etc.

5.3.6.5 Is automatic Element / Topology discovery available? How is this accomplished?

5.3.6.6 What can network operators or technicians view from the network element through a craft interface without requiring access to an Element Management Product or Network Management Product?

5.3.6.7 What management interfaces are available, (CLI, Web GUI, SSH, etc.)?

5.3.6.8 What management protocols are used, (SNMP, TL1, etc.)?

5.3.6.9 What type of security is available for CLI access, (RADIUS, TACACS, etc.)?

5.3.6.10 What security methods/levels are available to control user access?

5.3.6.11 Describe how the product supports inventory management.

5.3.6.12 Describe diagnostic tools available for trouble-shooting circuits in an end-to-end manner. Does this diagnostic tool support current and historical alarms, current and historical PMs; and can the loopbacks be initiated from this tool?

5.3.6.13 Do the product/nodes support NTP (Network Timing Protocol)?

5.3.6.14 Can out of band management interfaces be disabled on the nodes?

5.3.6.15 Do the product/nodes support utilizing IPV6 for management?

5.3.7 Chassis requirements.

5.3.7.1 What chassis configurations are available?

5.3.7.2 What are the relay rack requirements?

5.3.7.3 What are the physical measurements?

5.3.7.4 What is the maximum power requirement for a full chassis?

5.3.7.5 Describe what components in the chassis are hot swappable.

5.4 Current Product Design. Vendor shall provide a detailed response to each of the following requirements.

5.4.1 Vendor shall confirm that the equipment proposed is in current production and will detail the anticipated life cycle of the product. Vendor shall confirm that the products utilize the most up to date software revision applicable. The Vendor shall disclose the name and the latest revision of the software utilized by the equipment proposed. If any component does not have generally available (GA) status, Vendor shall so state and clearly identify when and under what condition GA status will be reached.
5.4.2 Vendor shall confirm that the proposed equipment has been available and shipping to customers in excess of 1 year.

5.5 **Maintenance.** The Vendor shall describe how it will provide and support ongoing maintenance of the product software and hardware to include, but not limited to the requirements listed in this Section.

5.5.1 What is the warranty period for newly purchased equipment?

5.5.2 Can the start date of the warranty period be delayed until the actual installation of the equipment?

5.5.3 Vendor shall provide estimated end of support date for the proposed equipment. Under normal circumstances, how much advance notice is a customer provided prior to the end of support date?

5.5.4 Vendor shall list Mean Time before Failure for proposed equipment.

5.5.5 Vendor shall confirm individual product maintenance & support can be co-terminated on the same date.

5.5.6 Vendor shall confirm 24x7x365 toll free phone support is an available option.

5.5.7 If the manufacturer offers different levels of support, Vendor shall fully describe and detail the levels offered and how to access the support and maintenance.

5.6 **Configuration and Price.** Vendor shall provide a response to each of the following sections.

5.6.1 Vendor shall provide a detailed part number and cost breakdown of the components (chassis, cards, power supplies, etc.) in *Price Attachment C-5A, recommended sparing in Price Attachment C-5B, and maintenance cost in Price Attachment C-5C*.

5.6.2 Vendor’s cost breakdown will detail List Price, percent discount, and Net Price.

5.6.3 During the term of the Contract, IRHTP may require products not listed in the cost breakdown of the components. Vendor awarded Contract must provide (at IRHTP’s request at any time during the contract term) a current catalog (CD ROM, e-mail or Internet link) of manufacturer’s equipment, software and services:

   5.6.3.1 Vendor’s current list prices and percent discount that shall be applied

   5.6.3.2 Percent discount offered shall apply for the duration of the Contract.

5.6.4 Vendor shall provide a copy of the manufacturer’s price list for the products and services offered.

5.6.5 Vendor shall state how long the manufacturer’s price list is valid.

5.7 **Training and Instruction.** Vendor shall provide a response to each of the following sections.

5.7.1 Vendor shall describe training services available for proposed network electronics.

5.7.2 Vendor shall detail any costs that might be incurred during Vendor or manufacturer provided training.

5.7.3 Vendor costs for on-site consulting or on-site training or implementation must include all travel, lodging and other related expenses within their bid response. The IRHTP will not reimburse the Vendor for any expenses. (The IRHTP will not reimburse the Vendor for any expenses beyond the scope of the project as agreed to at the time of contract signing. Vendor shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Vendor.)

5.7.4 Management Platform. Describe hardware, software/licensing requirements and associated costs.

5.8 **Orders.** Vendor shall provide a response to each of the following sections.

5.8.1 The Vendor awarded a Contract will be required to provide IRHTP with a single point of contact for all product related inquiries and orders. Contact information will include name, phone number, fax number, E-mail.

5.8.2 The Vendor awarded a Contract will be required to provide network electronics and associated product quotes which include the quote number, part number, description, list price and IRHTP price. Vendor will notify IRHTP if a product is not in current production.

5.8.3 All shipments shall be quoted and delivered F.O.B. point of destination, full freight allowed, to any location in Iowa. The IRHTP expects common carriers to be used. If, at the request of the IRHTP, the material must be shipped by a specialty carrier or an overnight service, the IRHTP will negotiate the freight rate for the shipment. In addition, Vendor will provide, on a weekly basis, a status report of all outstanding orders.
5.8.4 Vendor awarded Contract shall make available any return and repair and/or exchange option which the manufacturer makes available to the Vendor.

5.8.5 An instruction manual shall be included which includes complete installation instructions, detailed alignment procedures, diagrams, test procedures, theory of operation, parts lists and any other information required by an average trained technician to service the equipment. The Vendor shall supply one instruction manual for each product ordered.

5.8.6 Vendor shall state the standard time interval that it takes for a product to be delivered after an order is received.

5.9 Software. Vendor shall provide a response to each of the following sections.

5.9.1 The Vendor shall disclose all third party software products provided and required for operation of the proposed solution and the current version/revision required. The Vendor shall describe its plans for upgrade of third party software products to insure no software becomes unsupported or obsolete, during the term of the Contract.

5.9.2 If the Vendor’s product contains third party software, which becomes unavailable or unable to be licensed for IRHTP use, the Vendor shall describe its ability to replace the third party software.

5.10 Staff and Experience. Vendor’s bid proposal shall include the following information regarding the Vendor’s experience and that of its staff:

5.10.1 Describe the Vendor’s experience regarding engineering, manufacturing, distribution, support and maintenance of its network electronics.

5.10.2 Describe the level of technical experience the Vendor and its staff have in providing the types of services, equipment, maintenance and support sought by this RFP. Include the number of Vendor personnel trained and experienced in these areas. Give personnel counts and years of experience, and explain the experience.

5.10.3 Provide at least three references from current and/or previous customers who are knowledgeable about the Vendor’s performance in providing equipment and services similar to those described in this RFP. Each reference shall include the entity name, contact person, telephone number and e-mail address.

5.11 Financial Information. The Vendor must provide the following financial information:

5.11.1 Audited financial statements (annual reports) for the last three years. (Hard copy or active web page address is acceptable.)

5.11.2 At least three financial references which include contact person, telephone number and email address (which are different from the references listed in 3.10.3).

5.11.3 If the Vendor has been the subject of any bankruptcy proceedings within the last ten years, provide information regarding the year of filing, the chapter under which the bankruptcy was filed or proceeded, the current status of the proceeding(s), and if finished, the result of the proceeding(s).

5.11.4 If Vendor is a subsidiary or holding company of another firm, clearly state the corporate financial status and financial arrangements.

5.12 Product Demonstration. The IRHTP reserves the right to request a product demonstration. The opportunity to demonstrate a product shall be at the sole discretion of the IRHTP. An acceptable response to this section is Vendor affirmation of its willingness to demonstrate its product and allow IRHTP to evaluate its product by providing the contact information (contact name, mailing address, e-mail address, phone, cell phone) of the person IRHTP should contact to make the arrangements.

5.12.1 Should a demo be requested by the IRHTP, the Vendor shall provide information that details the capabilities and compatibility of the solution included in the Vendor response, also including the management platform as it relates to the following functions.

5.12.1.1 The Vendor shall demonstrate the proposed solution in a production C/DWDM network which the IRHTP will define.

5.12.1.1.1 Demonstrate installation of any software and hardware.

5.12.1.2 Demonstrate LOS (Loss of Signal) recovery time of the product.

5.12.1.3 Demonstrate service provisioning.
5.12.1.1.4 Demonstrate alerting function.
5.12.1.1.5 Demonstrate reporting function.
<table>
<thead>
<tr>
<th>Line</th>
<th>A Location</th>
<th>Part Number</th>
<th>Qty</th>
<th>Description</th>
<th>List Price</th>
<th>Discount</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mercy Hospital – Council Bluffs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Farnam Co-location</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Midtown Demarc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Immanuel Medical Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Bergan Mercy Med Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>MDC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Cosentry Bell</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor’s Authorized Agent Signature:
<table>
<thead>
<tr>
<th>Part Number</th>
<th>Quantity</th>
<th>Description</th>
<th>List Price</th>
<th>Discount</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor’s Authorized Agent Signature
## PRICE ATTACHMENT C-5C
### MAINTENANCE AND SUPPORT OPTIONS
#### RFP 12-004

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Quantity</th>
<th>Description</th>
<th>Bronze Level Support</th>
<th>Silver Level Support</th>
<th>Gold Level Support</th>
<th>Platinum Level Support</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SW & NOC Support: Describe Services & Costs**

**Bronze Level Support: Describe Services & Costs**

**Silver Level Support: Describe Services & Costs**

**Gold Level Support: Describe Services & Costs**

**Platinum Level Support: Describe Services & Costs**

---

Vendor’s Authorized Agent Signature
6.1 **Purpose.** IRHTP is seeking bid proposals from Vendors who can provide network electronics spare parts for Ethernet, routing, and MPLS hardware meeting original equipment manufacturer specifications. No hardware or software shall be acceptable that shall void current or future manufacturer’s warranties and/or service agreements. IRHTP shall determine exact stocking quantities it shall purchase after all costs are received.
<table>
<thead>
<tr>
<th>Part Number</th>
<th>Qty</th>
<th>Description</th>
<th>List Price</th>
<th>Disc</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3HE05681AA</td>
<td></td>
<td>SYS - 7210 SAS-D 6F4T AC w NAR Power Cord</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE06696AA</td>
<td></td>
<td>ACC - 7210 SAS-D rack mount kit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE04774AA</td>
<td></td>
<td>SYS - 7210 SAS-E 12F12T AC w NAR Power Cord</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE00229AB</td>
<td></td>
<td>7450 ESS 20 Gbps Input Output Module(IOM) Baseboard. Accepts 2 MDAs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE03614AA</td>
<td></td>
<td>MDA - 7450 10-PT GE MDA -XP SFP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE04273AA</td>
<td></td>
<td>MDA - 7450 ESS 1-PT 10G MDA-XP - XFP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC12960AA</td>
<td></td>
<td>ED 4 SHELF(SHELF,BP,SHELF ID,DUST FILTER)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8DG59441AA</td>
<td></td>
<td>Static Filter CWDM 4 Channel (A Variant)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8DG59441AB</td>
<td></td>
<td>Static Filter CWDM 4 Channel (B Variant)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8DG59442AA</td>
<td></td>
<td>Static Filter CWDM 8 Channel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC12948AB</td>
<td></td>
<td>ED 4 INSTALLATION KIT (ANSI RACK)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC12831AA</td>
<td></td>
<td>ED 4 POWER FILTER (-48 VDC) with WT- HARDENED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC12841AA</td>
<td></td>
<td>ED 4 FAN UNIT HARDENED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC12828AA</td>
<td></td>
<td>ED 4 EQUIPMENT CONTROLLER (-5/50C)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC13091AA</td>
<td></td>
<td>1830PSS-4 R3.6.2 CDROM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3KC12954BC</td>
<td></td>
<td>CABLE 4 DC POWER SUPPLY, 3.6M (ANSI, -48V/24V)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8DG59418AA</td>
<td></td>
<td>Full Slot Blank - PSS32, PSS-16, PSS-4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8DG60158AA</td>
<td></td>
<td>2 client regeneration card - 4DPA2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE02717AD</td>
<td></td>
<td>XFP - 10GE DWDM DDM 1556.55NM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CWDM SFPs 1471-1611 120km</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CWDM SFPs 1471-1611 100km</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CWDM SFPs 1471-1611 80km</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE01012AA</td>
<td></td>
<td>CH-BUN 7710 SR C12 DC BUNDLE NON REDUNDANT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE01014AA</td>
<td></td>
<td>CFM - 7710 SR C12 12G CNTRL/FWD MOD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3HE01023AA</td>
<td></td>
<td>CMA - 7710 SR 1-PT GIGE CMA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHAPTER 7
EVALUATION CRITERIA
RFP 12-004

7.1 Award Process.

7.1.1 An evaluation committee assigned by personnel within IRHTP will review the bid proposals. The evaluation committee will consider all information provided when making its recommendations and may consider relevant information from other sources.

7.1.2 The evaluation committee will make its recommendation to the IRHTP Project Coordinator indicating the committee’s choice. The Project Coordinator will forward recommendations to the IRHTP Steering Committee for review and selection of Vendor(s). All Vendors submitting Bid Proposals will receive notification of the award.

7.1.3 All applicable contracting requirements imposed by this RFP and Iowa law shall be met by the Vendor. The successful Vendor must, in a timely manner, enter into a Contract with the IRHTP to implement the service contemplated by this RFP. Failure of a successful Vendor to agree to the terms of a Contract within a timely manner may be grounds for the IRHTP to award to the next compliant Vendor.

7.2 Evaluation Criteria

7.2.1 A Bid Proposal will not be evaluated if all of the Mandatory Requirements identified in the technical chapter(s) the vendor is responding to are not met and/or fulfilled.

7.2.2 The IRHTP may award a Contract to the most responsible Vendor meeting the requirements of this RFP and which, in the sole discretion of the IRHTP, provides the best value to the project after considering price and compliance with the provisions of the technical chapter(s).

7.2.3 IRHTP will evaluate all fiber construction/IRU bids, DWDM bids, and Quality Assurance bids to determine which provides the greatest value to the consortium.

7.3 Evaluation Criteria Scoring

Overall Project Experience
IRHTP will take into consideration the number of like projects completed thus far by the vendor.

Cost Breakdown

Grasp of the Project and Design
Contractor demonstrates a clear understanding and grasp of the project. Response is clearly written and organized.

Vendor’s Capabilities
Vendor has the necessary manpower and resources to accomplish the work on schedule. Technical ability.

Credibility
Vendor’s current reputation with established organizations and within the industry.

Vendor Agrees To:
   a. Submit invoices in accordance with USAC requirements.
   b. Proactively engage with the final audit team at no additional cost
   c. Submit all final construction drawings in the prescribed AutoCAD format.
   d. Provide machine generated traces documenting all boring depths
Primary Route – Alegent Council Bluffs to Alegent Omaha
Primary Route – Alegent Council Bluffs to Alegent Omaha

- Existing Bridge Duct
- Existing Duct 530'
- Approx 3850'
- Approx 2460'

Splice Case

Existing Duct 530’
Primary Route – Alegent Council Bluffs to Alegent Omaha
Alternate Route – Alegent Council Bluffs to Alegent Omaha
Alternate Route – Alegent Council Bluffs to Alegent Omaha

- Splice Case
- New Buried Conduit
- Existing Bridge Attachment
- New Buried Conduit
Alternate Route – Alegent Council Bluffs to Alegent Omaha

Splice Case

New Buried Conduit
Alternate Route Ellsworth Municipal Hospital – Iowa Falls
Ellsworth Municipal Hospital – Iowa Falls (Site Detail)
EXHIBIT B
LINK-SEGMENT COMPLETION CHECKLIST
RFP 12-004

A LOCATION – (HCP end)

- Cable was installed in a workmanship like manner.
- Any exposed cable or jumpers are in accordance with applicable codes
- Fiber Optic Cable is properly tagged and identified
- Conduit was installed in accordance with HCP instructions
- FDP or Bulkheads mounted properly and securely
- All FDP or Bulkhead connectors were covered with dust covers
- Grounding was accomplished in a workmanship like manner
- All building penetrations were properly sealed.
- All firewall or building partition penetrations were properly sealed
- Restoration Phase I (Initial) was performed to the best of the contractor’s ability.
- All construction debris and dirt was removed to the satisfaction of the HCP
- Locate wire pedestal location is readily identifiable and connected

ROUTE

- Cable was installed in accordance with IRHTP specifications
- All hand holes and tubs have been readjusted for settling
- All open ends of duct installed along the route have been sealed with appropriate duct plug material
- Any pavement cracked during the cable installation process has been repaired.
- Were pictures that were taken of pre-existing pavement conditions compared to final route reconnaissance and reviewed by HCP, Property owners, and the appropriate governmental entity?
- Restoration Phase I (Initial) was performed to the best of the contractor’s ability.

CABLE TESTING

- Test equipment was calibrated within ninety (90) days prior to testing. A sticker with the date of calibration was affixed to the equipment. A calibration certificate was presented to the IRHTP or its authorized representative upon request.

- Each span was tested bi-directionally from end point to end point. Each span trace was recorded so that each splice can be clearly expanded (long range, mid range or high resolution). (Some spans will need all three traces.) A span map was filled out recording each splice loss from each direction and the optical length between splices as well as any other information required by the span map.

- Each fiber of each span was tested bi-directionally at 1310 nm and or 1550 nm as directed by IRHTP from end point to end point and record of results submitted to IRHTP for acceptance.

- Locate wires, cable sheathes, and/or locate wire terminals have been tested for continuity end-to-end
- Boring Traces, As-built or red-line construction drawings have been handed off to IRHTP Representative

Z LOCATION – (Network endpoint or meet point)

- Cable was installed in a workmanship like manner.
- Any exposed cable or jumpers are in accordance with applicable codes
- Fiber Optic Cable is properly tagged and identified
- Conduit was installed in accordance with ICN instructions
- Bulkheads mounted properly and securely
- All unconnected bulkheads are covered with dust covers
- Grounding was accomplished in a workmanship like manner
- Tubs and hand holes have been properly closed
- All duct and conduit seals have been replaced
- Locate wire terminations are readily identifiable

SID______________       HCP Name: ____________________________       By: ______________________________ 

IRHTP Representative: ____________________________       Date: ___________________________

Page 42 of 65
SECTION 1. TERM. This Agreement is effective [EFFECTIVE DATE WILL BE LISTED], and will continue through (project completion).

SECTION 2. DOCUMENTS INCORPORATED BY REFERENCE.

2.1 Incorporation of Bid Proposal Documents. The IRHTP RFP 12-004 and the Vendor’s bid proposal in response to this RFP, together with any clarifications, attachments, appendices, amendments or other writings of the IRHTP or the Vendor (collectively bid proposal) are incorporated into this Agreement by this reference as if fully set forth in this Agreement.

2.2 Contractual Obligations of Vendor. The terms and conditions of the bid proposal and of the RFP are made contractual obligations of the Vendor.

2.3 Contents of Agreement. The parties acknowledge that this Agreement consists of this document as well as the RFP and the bid proposal and that the parties are obligated to perform as set forth in the RFP and the bid proposal to the same extent that they are obligated to perform the specific duties set forth in this document.

2.3.1 Order of Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the bid proposal, any inconsistency or conflict shall be resolved as follows:

2.3.2 First, by giving preference to the specific provisions of this Agreement.

2.3.3 Second, by giving preference to the specific provisions of the RFP.

2.3.4 Third, by giving preference to the specific provisions of the bid proposal.

2.4 Intent of References to Bid Documents. The references to the parties’ obligations, which are contained in this document, are intended to change, supplement or clarify the obligations as stated in the RFP and the bid proposal. The failure of the parties to make reference to the terms of the RFP or bid proposal in this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the RFP and the bid proposal. Terms offered in the bid proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. The contractual obligations of the IRHTP cannot be implied from the bid proposal.

SECTION 3. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa, and words of gender shall be held to include the other gender as the context requires. For the purposes of this Contract, the following terms and all other terms defined in this Contract shall have the meanings so defined unless the context clearly indicates otherwise.

3.1 “IHA” shall mean the Iowa Hospital Association

3.2 “IRHTP” shall mean the Iowa Rural Health Telecommunications Program

3.3 “Vendor” shall mean [Vendor will be listed].

SECTION 4. SCOPE OF WORK.

Scope of Work. The fiber optic cable facility to be constructed pursuant to and as a result of this Agreement by the Vendor is described and attached hereto as Schedule A and made a part hereof by this reference.

The Vendor shall prepare and deliver specifications to the IRHTP which will detail the design, technical and functional capabilities, look and feel, and other attributes related to the project, all as more fully described in Schedule A.
Amendments to Scope of Services and Specifications. The parties agree that Schedule A, Scope of Services, and the specifications, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards upon the mutual written consent of the parties.

Industry Standards. Services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Agreement the parties agree that the applicable specification shall be the generally accepted industry standard. As long as the IRHTP notifies Vendor promptly of any services performed in violation of this standard, Vendor will re-perform the services, at no cost to IRHTP, such that the services are rendered in the above-specified manner.

Non-Exclusive Rights. This Agreement is not exclusive. The IRHTP reserves the right to select other Vendors to provide services similar or identical to the Scope of Services described in this Agreement during the term of this Agreement.

SECTION 5. COMPENSATION.

5.1 Payment Terms – Progress Payments

5.1.1 USAC and IRHTP will disburse funds based on monthly submissions (i.e., invoices) of actual incurred eligible expenses, and will respond to vendor invoices in accordance with its current bi-monthly invoicing payment plan. This invoice process will permit disbursement of funds to ensure that the selected Participants’ network projects proceed, while allowing USAC and the FCC to monitor expenditures in order to ensure compliance with the program and prevent waste, fraud, and abuse.

5.1.2 Upon award of contract for a link-segment, the Vendor will assist the IRHTP project coordinator in the development of a USAC Network Cost Worksheet. (NCW) This work sheet will list the primary tasks to be completed for each link-segment. When specific line items are completed on each NCW, the Vendor may submit it for a progress payment. As soon as the line item completion is approved by the IRHTP project coordinator the vendor will be paid 15% of the line item amount by the specific HCP served by the link-segment. The Vendor will acknowledge receipt of the 15% payment and forward appropriate forms to USAC for payment of the remaining 85%. USAC will honor requests for payment twice each month.

The invoices when submitted must certify by signature that all construction specifications were met during the covered period on the specified segment and show the contract number and project/site number on each invoice. If the IRHTP disputes the amount of any invoice, the IRHTP will notify the Vendor of the dispute within 10 days of receipt of the invoice. IRHTP may withhold payment of the disputed amount until the dispute is resolved

5.1.2.1 Retainer - Payment tied to Performance. The IRHTP shall withhold 10% of the fee for the project until the IRHTP has provided Final Acceptance of the project and as-built drawings are received and approved by the IRHTP. Upon Final Acceptance, the Vendor shall submit an invoice to the IRHTP requesting payment of the remaining 10% of the fee for the project. The invoice shall contain appropriate documentation as necessary to support the fee included on the invoice and shall comply with all applicable rules concerning payment of such fees.

5.1.2.2 Monitoring. The IRHTP shall monitor the Vendor’s compliance with the scope of work and deadlines established for the project.

5.1.2.3 Review. Once the IRHTP has verified 100% completion of the project, the IRHTP shall review the Vendor’s performance history under the Agreement and shall submit the Vendor’s Invoice to USAC for payment of the 10% retainer. The retainer will be paid only upon Final Approval of the project, satisfactory restoration of any infrastructure or landscape disturbed by the cable installation process, site and route cleanup, and receipt of the as-built drawings.

5.2 Delay of Payment Due To Vendor's Failure. If the IRHTP in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is completed or delivered. In the event of partial performance, the IRHTP may withhold that portion of the Vendor’s compensation, which represents payment for the unsatisfactory services.

5.3 The IRHTP shall audit the invoices presented to the IRHTP to ensure that they are proper, current and correct. The Vendor has 30 days from the date of invoice to present and resolve any discrepancies with the IRHTP. The IRHTP shall notify the Vendor of any and all discrepancies that the audit(s) reveals.

SECTION 6. INSURANCE.
6.1 Coverage Requirements. The Vendor, and any subcontractors performing the services required under this Agreement, shall maintain in full force and effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The insurance shall be of the type and in the amounts as reasonably required by the IRHTP. The Vendor’s insurance shall, among other things, insure against any loss or damage resulting from or related to the Vendor’s performance of this Agreement. All such insurance policies should remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except with the advance written approval of the IRHTP.

6.2 Types of Coverage. Unless otherwise requested by the IRHTP, Vendor shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement (and any extensions or renewals thereof) the insurance coverage’s set forth below, each naming the State of Iowa and the IRHTP additional insured or loss payees, as applicable:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYER LIABILITY</td>
<td>As Required By Iowa Law</td>
</tr>
<tr>
<td>GENERAL LIABILITY (including contractual liability) written on an occurrence basis</td>
<td></td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>$3 million</td>
</tr>
<tr>
<td>PRODUCT LIABILITY</td>
<td>$1 million</td>
</tr>
<tr>
<td>PERSONAL INJURY</td>
<td>$1 million</td>
</tr>
<tr>
<td>COMPREHENSIVE AGGREGATE</td>
<td>$1 million</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>$1 million</td>
</tr>
<tr>
<td>Automobile Liability, including any auto, hired autos and non owned autos</td>
<td>$1 million</td>
</tr>
<tr>
<td>COMBINED SINGLE LIMIT</td>
<td></td>
</tr>
</tbody>
</table>

6.3 Coverage for HCP Property on ICN Controlled Premises. The policies shall provide coverage for damages to the HCP’s property, or on premises under the control of the ICN and/or the State of Iowa.

6.4 Claims Made Coverage. All insurance policies required by this Agreement must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

6.5 Notice Regarding Cancellation. Certificates of insurance, which provide that the IRHTP will be notified at least thirty (30) days prior to cancellation of the coverage required by this Agreement must be provided by the Vendor and any subcontractors to the IRHTP at the time of execution of the Agreement or at a time mutually agreeable to the parties.

6.6 No Limitation of Liability. The receipt of insured certificates by the IRHTP does not constitute approval of the coverage contained in the certificates, and the Vendor remains responsible for determining that its insurance coverage meets each and every requirement of this Agreement. Acceptance of the insurance certificates by the IRHTP shall not act to relieve the Vendor of any obligation under this Agreement. Only companies authorized to transact business in the State of Iowa shall issue the insurance policies and certificates required by this Section. It shall be the responsibility of the Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

6.7 Warranty. The Vendor warrants that it has examined its insurance coverage to determine that the State of Iowa and the IRHTP can be named as additional insured without creating an adverse effect on the Vendor's coverage.

6.8 Waiver of Subrogation Rights. The Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against State of Iowa and the IRHTP. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the IRHTP.

SECTION 7. CONFIDENTIAL INFORMATION.
7.1 During the course of this Agreement each party may disclose, to the other either directly or indirectly, certain data that is proprietary which shall be referred to as "Confidential Information" of the disclosing party and which must remain confidential. Confidential Information may include without limitation, among other things, such items as security information, user information, data, knowledge, trade secrets and other proprietary information, methodologies, developments, software, software documentation, inventions, processes, and other nonpublic information in oral, graphic, written, electronic or machine readable form.

7.2 All written or electronic Confidential Information shall be clearly marked as Confidential Information by the party providing the Confidential Information at the time of disclosure to the other party.

7.3 If the Confidential Information is disclosed orally, and reduced to writing, the receiving party must treat the information as Confidential Information.

7.4 The Vendor shall limit such identification to information it reasonably believes it is entitled to confidential treatment pursuant to FCC, USAC or other applicable law.

7.5 The obligations of this Agreement do not apply to Confidential Information which:

7.5.1 Was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the Confidential Information to receiving party.

7.5.2 Was known to the receiving party prior to the disclosure of the Confidential Information from the disclosing party;

7.5.3 Was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the Confidential Information;

7.5.4 Becomes public knowledge, other than through an act or failure to act by the disclosing Party;

7.5.5 Is publicly available or in the public domain when provided;

7.5.6 Is independently developed by the disclosing party; or

7.5.7 Is disclosed pursuant to law, subpoena or the order of a court or government authority.

7.6 The parties shall have the following duties relating to the Confidential Information:

7.6.1 The Vendor shall designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the Vendor in connection with the performance of this Agreement. The Vendor shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the terms of this Agreement. The private and confidential data shall remain the property of the IRHTP at all times.

7.6.2 The Confidential Information of either party shall be held in strict confidence by the receiving party and shall not be disclosed or used by the receiving party without the prior written consent of the disclosing party, except as provided in this Agreement or as may be required by law pursuant to available confidentiality restrictions.

7.6.3 The parties shall use their best efforts to protect the Confidential Information in its possession.

7.6.4 The parties shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and attorneys with a need to know in order to accomplish the purpose of this Agreement.

7.6.5 The parties shall protect the Confidential Information from disclosure to or access by unauthorized persons.

7.6.6 The parties shall use the Confidential Information solely for the purpose of this Agreement and for no other purpose.

7.6.7 The parties shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the purpose of this Agreement.

7.6.8 The parties shall advise each of its employees, agents, consultants and attorneys who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein.
7.6.9 The parties shall immediately return the Confidential Information and all copies thereof, to each other upon the earlier of the expiration of the need therefore or the termination of this Agreement in order to accomplish the purpose.

7.7 The provisions of this Agreement shall apply to all Confidential Information disclosed by the parties to each other over the course of this Agreement. The parties' obligations under this provision shall survive termination of this Agreement and shall be perpetual.

7.8 The Vendor shall indemnify the IRHTP for a violation of this Section. The Vendor shall notify the IRHTP prior to the destruction of these materials and shall provide the IRHTP with the opportunity for proper destruction of these materials.

7.9 No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations there under.

SECTION 8. VENDOR WARRANTIES.

8.1 Construction of Warranties Expressed in this Agreement with Warranties Implied by Law. All warranties made by the Vendor in all provisions of this Agreement and the bid proposal by the Vendor, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the IRHTP, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

8.2 The Vendor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Vendor or the IRHTP will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to the IRHTP pursuant to the terms of this Agreement, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

8.3 The Vendor represents and warrants that the concepts, materials and the IRHTP's use of same and the exercise by the IRHTP of the rights granted by this Agreement shall not infringe upon any other work, other than material provided by the IRHTP to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

8.4 The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

8.5 The Vendor warrants that the deliverables under this Agreement will operate in conformance with the terms and conditions of this Agreement.

8.6 The Vendor warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber, or interfere with the rights granted to the IRHTP.

8.7 The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Agreement are or will be fully satisfied by the Vendor so that the IRHTP will not have any obligations with respect thereto.

8.8 The Vendor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, and methodologies used in connection with providing the services contemplated by this Agreement.

8.9 The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the IRHTP in performance of this Agreement.

8.10 The Vendor unconditionally warrants that all equipment supplied and installed for the purpose of fulfilling its obligations under this Agreement are fit for the purpose intended, that it complies with industry standards and that the equipment is compatible with the State’s equipment.
SECTION 9. INDEMNIFICATION BY VENDOR. The Vendor agrees to defend, indemnify and hold the IRHTP, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts, liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the IRHTP or the State of Iowa related to or arising from:

9.1 Any violation or breach of this Agreement including, without limitation, any of the Vendor’s representations or warranties; or

9.2 Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Vendor in the performance of this Agreement, or any other reason in connection with the goods and services provided under this Agreement; or

9.3 Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Agreement; or

9.4 The Vendor’s performance or attempted performance of this Agreement; or

9.5 Any failure by the Vendor to comply with all local, State and Federal laws and regulations; or

9.6 Any failure by the Vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa.

9.7 The Vendor’s duty to indemnify as set forth in this Section shall survive the expiration or termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by the IRHTP.

SECTION 10. TERMINATION.

10.1 Termination For Lack Of Authority or Funding. Notwithstanding anything in this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, the IRHTP shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

10.1.1 The Legislature or Governor fails, in the sole opinion of the IRHTP, to appropriate funds sufficient to allow the IRHTP, the HCP’s, or any state agency or department charged with responsibility to perform any of the IRHTP’s obligations under this Agreement, to either meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement; or

10.1.2 If funds are de-appropriated, not allocated or if the funds needed by the IRHTP, in the IRHTP’s sole discretion, are insufficient for any other reason; or

10.1.3 If the IRHTP’s, or USAC’s authorization to conduct its business is withdrawn or there is a material alteration in the programs or any other program the IRHTP administers; or

10.1.4 If the IRHTP’s duties are substantially modified.

10.1.5 Written Notice of Cancellation. The IRHTP shall provide Vendor with written notice of cancellation pursuant to this Section.

10.2 Termination for Cause. The IRHTP may terminate this Agreement upon written notice for the substantial breach by Vendor of any material term if such breach is not cured by Vendor within the time period specified in the IRHTP’s notice of breach or any subsequent notice or correspondence delivered by the IRHTP to Vendor. If a cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from the IRHTP, the IRHTP may seek any legal or equitable remedy authorized by this Agreement or by law. Substantial breach events include but are not limited to the following:

10.2.1 Vendor fails to perform as required by this Agreement.

10.2.2 Vendor fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Agreement, including without limitation the warranties provided in this Agreement, in the RFP or in the Vendor’s bid proposal.
10.3 Termination for Convenience. Following 30 days written notice, the IRHTP may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the Vendor. Termination for Convenience can be for any reason or no reason at all if it is in the best interests of the IRHTP.

10.4 Immediate Termination. The IRHTP may terminate this Agreement effective immediately without advance notice and without penalty for any of the following reasons:

10.4.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

10.4.2 Vendor fails to perform, to the IRHTP’s satisfaction, any material requirement of this Agreement or is in violation of any material provision of this Agreement, including, without limitation, the express warranties made by the Vendor.

10.4.3 The IRHTP determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur.

10.4.4 Vendor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable Federal or State law including bankruptcy laws.

10.4.5 Vendor terminates or suspends its business.

10.4.6 The IRHTP reasonably believes that Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable Federal or State law.

10.4.7 It is alleged that Vendor’s processes or materials violate any valid patent, trademark, copyright, other intellectual property right or contract, and the IRHTP reasonably believes that the allegation may impair Vendor’s performance of this Agreement.

10.4.8 Vendor has failed to comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

10.4.9 Vendor has engaged in conduct that has or may expose the IRHTP to liability, as determined in the IRHTP’s sole discretion.

10.4.10 Vendor has a conflict of interest that interferes with fair competition or conflicts with an interest of the IRHTP as determined in the IRHTP’s sole discretion.

10.5 In the event of termination of this Agreement for any reason by USAC or the IRHTP, USAC and the IRHTP shall pay only the amounts, if any, due and owing to Vendor for services actually rendered up to and including the date of termination of the Agreement and for which the USAC and the IRHTP is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor’s claim. This provision in no way limits the remedies available to USAC or the IRHTP in the event of a termination under this provision. However, the USAC or the IRHTP shall not be liable for any of the following costs:

10.5.1 The payment of Unemployment Compensation to Vendor’s employees;

10.5.2 The payment of Workers’ Compensation claims which occur during the Agreement or extend beyond the date on which the Agreement terminates.

10.5.3 Any costs incurred by Vendor in its performance of the Agreement including but not limited to startup costs, overhead or other costs associated with the performance of the Agreement.

10.5.4 Any taxes that may be owed by Vendor for the performance of this Agreement including but not limited to sales taxes, excise taxes, use taxes, income taxes or property.

10.6 Vendor Obligations upon Termination. Upon expiration or termination of this Agreement, or upon request of the IRHTP, the Vendor shall:

10.6.1 Immediately cease using and return to the IRHTP any personal property or material, whether tangible or intangible, provided by the IRHTP to the Vendor and in its, or any subcontractor’s, control or possession;
10.6.2 Upon request from the IRHTP, destroy any personal property or material, whether tangible or intangible at no additional cost to the IRHTP, and verify in writing that the designated property or material has been destroyed;

10.6.3 Comply with the IRHTP’s instructions for the timely transfer of active files and work being performed by Vendor under this Agreement to the IRHTP or the IRHTP’s designee;

10.6.4 Protect and preserve property in the possession of the Vendor in which the IRHTP has an interest;

10.6.5 Stop work under this Agreement on the date specified in any notice of termination provided by the IRHTP;

10.6.6 Cooperate in good faith with the IRHTP, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Vendor.

10.7 Care of Property. The Vendor shall be responsible for the proper custody and care of any of the HCP or State owned tangible personal property furnished for the Vendor's use in connection with the performance of the Agreement, and the Vendor will reimburse the IRHTP or the State for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

10.8 Reduction of Resources. If, during the Term, the IRHTP experiences a change in the scope, nature or volume of its business, or if the IRHTP elects to change the manner or method by which it does business (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by IRHTP, then IRHTP may request Vendor to reduce the level of Services and the annual Service charges to IRHTP under this Agreement. However any such reduction must not adversely impact upon Vendor’s ability to reasonably perform its obligations under the Agreement.

SECTION 11. CONTRACT ADMINISTRATION.

11.1 Independent Contractor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of IHA. Neither the Vendor nor its employees shall be considered employees of IHA or IRHTP for Federal or State tax purposes. IHA and IRHTP will not withhold taxes on behalf of the Vendor (unless required by law).

11.2 Compliance with the Law and Regulations.

11.2.1 Compliance with the Law and Regulations. Vendor shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including, without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating the use of targeted small businesses as subcontractors or suppliers.

11.2.2 The Vendor declares that it has complied with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement, including, without limitation, laws governing State of Iowa procurement and contracting.

11.2.3 The Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. The Vendor shall make the provisions of this Section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

11.2.4 The Vendor shall comply with all of the reporting and compliance standards regarding equal employment.

11.2.5 The Vendor may be required to submit its affirmative action plan

11.2.6 The IRHTP may consider the failure of the Vendor to comply with any law or regulation as a material breach of this Agreement. In addition, the Vendor may be declared ineligible for future USAC contracts or be subjected to other sanctions for failure to comply with this Section.

11.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.
11.4 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit IRHTP and the Vendor.

11.5 Choice of Law and Forum.

11.5.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

11.5.2 In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

11.5.3 This provision shall not be construed as waiving any immunity to suit or liability including, without limitation, sovereign immunity in State or Federal court, which may be available to the IRHTP or the State of Iowa.

11.6 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

11.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

11.8 Consent to Service. The Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor’s designated agent. The Vendor appoints __________________________ at __________________________ as its agent to receive service of process. If for any reason the Vendor’s agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint a new agent and provide the IRHTP with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the IRHTP. Nothing in this provision will alter the right of the IRHTP to serve process in another manner permitted by law.

11.9 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the IRHTP and the Vendor for the services provided in connection with this Agreement.

11.10 Waiver. Any breach or default by either party shall not be waived or released other than in writing or by a written notice signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

11.11 Notices.

11.11.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the IRHTP:

Mr. Art Spies
Iowa Hospital Association
100 East Grand Ave – Suite 100
Des Moines, Iowa 50309

If to the Vendor: [Vendor may provide one (1) contact]

11.11.2 Each such notice shall be deemed to have been provided:

11.11.2.1 At the time it is actually received; or,
11.11.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,

11.11.2.3 Within five days after deposited the U.S. Mail in the case of registered U.S. Mail.

11.11.3 Copies of such notice to each party shall be provided separately.

11.11.4 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.12 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

11.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.14 Express Warranties. The Vendor expressly warrants all aspects of the items and services provided by it or used by the Vendor and the IRHTP in performance of this Agreement.

11.15 Warranty Regarding Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

11.16 Obligations of Joint Entities. If the Vendor is a joint entity consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the Agreement activities.

11.17 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

11.18 Time is of the Essence. Time is of the essence with respect to the successful performance of the terms of this Agreement. The Vendor shall ensure that all personnel providing services to the IRHTP are responsive to the IRHTP’s requirements in all respects.

11.19 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

11.20 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

11.21 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual, scanned, or a facsimile signature of the person authorized to sign the appropriate document. All authorized scanned or facsimile signatures shall have the same force and effect as if manually signed.

11.22 Additional Provisions. The parties agree that if a Schedule, Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

11.23 Use of Third Parties/Prime Vendor Responsibilities. The IRHTP acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor’s obligations under this Agreement. All subcontracts shall be subject to advance written approval by the IRHTP. The Vendor may enter into these contracts to complete the project provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Vendor under this Agreement shall also apply to subcontractors. The IRHTP shall consider the Vendor to be the sole point of contact with regard to all
matters related to this Agreement and is not required to initiate or maintain contact with any subcontractor. IRHTP may choose to deny use of any specific third party contractor at IRHTP’s sole discretion, in which case the Vendor must obtain a different third party contractor.

11.24 Data Processing Warranty.

11.24.1 The Vendor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under, or used by Vendor in connection with its performance of this Agreement, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Vendor.

11.24.2 If the items to be developed and delivered under this Agreement are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Agreement. The remedies available to the IRHTP for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.

11.24.3 Nothing in this warranty shall be construed to limit any rights or remedies of the IRHTP under this Agreement with respect to defects in the items other than the Data Processing Warranty.

11.25 Force Majeure. Neither Vendor nor the IRHTP shall be liable to the other for any delay or failure of performance of this Agreement; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

11.25.1 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor’s ability to deliver the goods or services contemplated by this Agreement.

11.25.2 If a "force majeure" delays or prevents Vendor’s performance, the Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the IRHTP.

11.25.3 During any such period, the Vendor shall continue to be responsible for all costs and expenses related to alternative performance.

11.25.4 This Section shall not be construed as relieving the Vendor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a “force majeure” as described here.

11.26 Records Retention and Access. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State or any authorized representative of the United States government, or USAC, to access and examine, audit, excerpt and transcribe any directly pertinent validation records, financial records, accounting records, books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to or created as a result of the performance of this Agreement. These records shall be made available to the State, its designees, the Auditor, or an authorized representative of the United States government, or USAC, at reasonable times and at no cost to the requesting organization during the term of this Agreement and for a period of at least (5) years following the termination, cancellation or expiration of this Agreement.

11.27 Taxes. IRHTP declares and Vendor acknowledges that the Vendor and its subcontractors may be subject to certain taxes including but not limited to sales tax, motor vehicle fuel tax, personal or corporate income tax or other taxes or assessments, and to licensing fees or other miscellaneous fees or charges which may be imposed by Federal, State or local law or ordinance. The Vendor and its subcontractors shall be solely responsible for the payment of such taxes. The Vendor shall promptly pay all such taxes, fees or charges when due. IRHTP is a tax-exempt entity and the Vendor shall not attempt to pass on any costs, including surcharges and fees, to the IRHTP that are attributable to federal, state, or local taxes, including sales tax, motor fuel tax, property tax, or personal or corporate income tax.
11.28 Further Assurances and Corrective Instruments. The Vendor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

11.29 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in Vendor shall be considered an assignment. If the State, in its sole discretion, determines that the Vendor’s assignment of this Agreement to another person or entity is not in the State’s best interests, the State may elect to terminate this Agreement with the Vendor without penalty upon thirty (30) days written notice to the Vendor.

11.30 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 12. BUSINESS DOWNTURN.

12.1 In the event of a business downturn or budget difficulties beyond the control of the IRHTP, including budget difficulties of other HCP’s or the IRHTP or significant restructuring or reorganization, any of which significantly reduces the volume of OSP plant required by the IRHTP, with the result that IRHTP will be unable to meet its revenue or volume commitments under this Agreement, Vendor and the IRHTP will cooperate in efforts to develop a mutually agreeable alternative.

SECTION 13. REDUCTION OF RESOURCES.

13.1 If, during the Term, the IRHTP or the HCP’s experience a change in the scope, nature or volume of its business, or if the IRHTP elects to change the manner or method by which it does business, the Vendor will be asked to reduce the level of Services to IRHTP under this Agreement. However any such reduction must not adversely impact upon Vendor’s ability to reasonably perform its obligations under the Agreement.

13.2 In such event, Vendor shall estimate, in writing and in good faith, the aggregate decreased charges to Vendor from IRHTP's ceasing to perform such Services and shall provide such written estimate to IRHTP, no later than 30 days from Vendor’s receipt of IRHTP's notice. IRHTP, upon receipt of such estimate, may then elect by written notice given to Vendor within 15 days following receipt of Vendor's written estimate to:

13.3 Withdraw its request for a cessation of part of the Services;

13.4 Implement such partial cessation of Services based upon the estimate of Vendor; or

13.5 Request that Vendor negotiate with IRHTP regarding the aggregate reduction in the Contract Services due to Vendor from IRHTP hereunder as a result of the partial cessation of Services. If IRHTP shall elect to request Vendor to negotiate, the parties shall promptly negotiate in good faith regarding the amount.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

IOWA HOSPITAL ASSOCIATION ON BEHALF OF IRHTP

By: Date: ______________

Name: Mr. Art Spies
Title: Project Coordinator - IRHTP

(Vendor Name to be placed HERE)
By: Date: ______________

Name:
Title:
ATTACHMENT 2

BID PROPOSAL COMPLIANCE FORM

RFP 12-004

Vendor affirms that the information contained in the bid proposal is true and accurately portrays all aspects of the goods or services or both contemplated by this RFP. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the bid proposal from further consideration.

Vendor hereby certifies total compliance with all other terms, conditions and specifications of this RFP except as expressly stated below:

Chapter 1, Administrative Issues

Chapter 2, Contractual Terms & Conditions (includes Attachment 1)

Chapter 3, Technical Specifications

Chapter 4, Evaluation Criteria

I certify that I have the authority to bind the Vendor indicated below to the specific terms and conditions imposed in this RFP and offered in this bid proposal, and that by my signature on this document I specifically agree to all of the waivers, restrictions and requirements of this RFP as conditions precedent to submitting this proposal. I further state that in making this bid proposal that the Vendor has not consulted with others for the purpose of restricting competition or violating State or Federal anti-trust laws and has not knowingly made any false statements in this proposal.

Authorized Signature: ________________________________
Printed Name: ______________________________________
Title: ______________________________________________
Telephone: __________________________________________
Fax Number: _________________________________________
E-Mail: ______________________________________________
Business Name: _______________________________________ 
Address: _____________________________________________
Federal ID Number: ___________________________________
USAC SPIN: __________________________________________

ATTACHMENT 3

AUTHORIZATION TO RELEASE INFORMATION

RFP 12-004

(Name of Vendor) hereby authorizes any person or entity, public or private, having any information concerning the Vendor’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the IRHTP.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the IRHTP or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk. The Vendor agrees to release all persons, entities, and the IRHTP from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor

______________________________

Signature of Authorized Representative Date
Certification of [Vendor]

I, _____________________[name of corporate officer], on behalf of _____________[Vendor name] (SPIN ______) certify and swear under the penalty of perjury, that to the best of my knowledge, information and belief, all federal Rural Health Care Pilot Program support provided to us will be used only for eligible Pilot Program purposes for which the support is intended, as described in the Pilot Program Order (WC Docket 02-60; FCC 07-498, released November 19, 2007), and consistent with related FCC orders, section 254(h)(2)(A) of the Telecommunications Act of 1934, as amended, and Parts 54.601 et. seq. of the FCC’s rules.

(Signature)

Name

Title

Date

________________________________________

NOTARIZED BY:
ATTACHMENT 5

USAC RURAL HEALTH CARE PILOT PROGRAM PROCESS

RFP 12-004

Competitive Bidding Requirement Overview

The RHCPP Selection Order requires the selected participants to conduct a competitive bidding process to select the most cost-effective vendor for design, evaluation, and deployment of the broadband network. To satisfy the competitive bidding requirement, among other things, selected participants must submit an FCC Form 465 that includes a description of services for which the health care provider(s) is seeking support and wait at least 28 days from the date on which this information is posted on USAC's website before making commitments with the selected service provider.

Please also see the Wireline Competition Bureau's Letter to Program Participants on December 20, 2007. Please feel free to address any concerns to RHCPilot@usac.org or call 800-229-5476.

Vendor Eligibility

All vendors that provide services or equipment eligible for funding under the Pilot Program may submit bids for Pilot Program projects. To receive RHCPP support, vendors also need to obtain a Service Provider Identification Number (SPIN) from USAC. All telecommunications providers, Internet service providers, and other vendors may receive up to 85% of eligible Pilot Program costs. Network design firms and various types of construction companies may also participate. Project participants may choose to self-provision for these services and/or equipment in that they may do their own design work and/or network deployment, subject to the FCC's competitive bidding requirements. This program will refer to all of these entities collectively as Vendors.

Eligible Pilot Program costs include, but are not limited to:

- the non-recurring costs for design, engineering, materials, and construction of fiber facilities and other broadband infrastructure;
- the non-recurring costs of engineering, furnishing (i.e., as delivered from the manufacturer), and installing network equipment;
- the recurring and non-recurring costs of operating and maintaining the constructed network once the network is operational; and
- carrier-provided transmission services and the costs for subscribing to such facilities and services.

All vendors that supply these services or equipment may submit bids for Pilot Program projects. Vendors interested in submitting bids should familiarize themselves with the 2007 Rural Health Care Pilot Program Selection Order, which details the RHCPP network components eligible and ineligible for support. Additional information concerning the Pilot Program is available on the FCC’s Rural Health Care Pilot Program page.

All vendors (including self-provisioning project entities) must have a Service Provider Identification Number (SPIN), issued by USAC, to receive support for providing discounted service and equipment to eligible RHCPP project participants. If a vendor already has a SPIN, this number is good for all USF programs including the RHCPP. Vendors must ensure they have completed Box 8 of FCC Form 498. Vendors may edit this form if they have already obtained a SPIN. For questions concerning eligibility, please call the Rural Health Care Call Center at 1-800-229-5476. For questions about obtaining a SPIN, please contact Client Services Bureau at 1-888-641-8722. Vendors that need to apply for a SPIN can go to USAC’s E-File page.

Prior to receiving any RHCPP support, all vendors must complete a certification stating they will comply with RHCPP rules and use funding only for the purposes intended. A sample template of this certification is available for download. This certification should be submitted to the Project Coordinator.

Searching service requests or Request for Proposal (Online)
To search for and view Pilot Program service requests (e.g., RFP) postings, vendors will go directly to the RHCPP website search postings page.

**Rural Health Care Pilot Program Project Detail**

Vendors may view the posted service requests (e.g., RFP) and associated documents on the Search Postings page of the RHCPP website. Posted information includes:

- Services requested in PDF Format (e.g., RFP)
- Participating entities/HCPs
- Project Coordinator’s name, location, and contact information
- Date Posted to USAC website
- Allowable Contract Date

**Provide bids for requested service**

After USAC posts a RHCPP Project's *Description of Services Requested & Certification Form* (Form 465) and associated supporting information, all vendors may view the information and provide bids.

The open competitive bidding process is a minimum of 28 days from the date USAC posts a Form 465 on USAC's website. During this minimum 28-day window, vendors may contact the Project Coordinator (or alternate point of contact (POC), if specified) to submit a bid for their service needs. RHCPP Participants must evaluate all bids and select the most cost-effective service or facility provider available. In selecting the most cost-effective bid, in addition to price, the FCC’s 2007 Rural Health Care Pilot Program Selection Order requires Participants to consider non-cost evaluation factors that include prior experience, including past performance; personnel qualifications, including technical excellence; management capability, including solicitation compliance; and environmental objectives (if appropriate). Additional discussion of the cost effective standard can be found in paragraphs 78 to 79 of the 2007 Rural Health Care Pilot Program Selection Order. Project Coordinators may conduct bidding rounds that exceed 28 days and may have multiple rounds of selection.

NOTE: Vendors or service providers participating in the competitive bid process are prohibited from assisting with or filling out a selected participants' service request (e.g., FCC Form 465 and related materials).

**Sign a contract for service**

Vendors may enter into a contract with Participants after the minimum 28-day posting requirement has been met.

It is the Participant's responsibility to determine the most cost-effective service and select an eligible vendor before signing a contract. Participants that enter into an agreement before completion of the 28-day posting requirement are in violation of the FCC's competitive bidding rules for the Rural Health Care Pilot Program and will not receive support.

In addition:

1. Vendors participating in competitive bidding process are prohibited from assisting or filling out the RHCPP Participant's Form 465 – see footnote 281 of the 2007 RHCPP Selection Order.
2. Vendors must complete an RHCPP certification. This requirement is found in paragraph 93 of the 2007 RHCPP Selection Order. The template for this certification is available for download.
3. Vendors must retain records for 5 years. This requirement is stated in footnote 277 of the 2007 RHCPP Selection Order.

**Receive Funding Commitment Letter**

When USAC has approved a request for service support (the Internet Service Funding Request and Certification Form 466-A, and associated attachments), USAC will send the Project Coordinator and the vendor a Funding Commitment Letter (FCL).

The FCL indicates that the project is eligible for the support specified in the letter contingent upon submitting a Connection Certification Form (Form 467).
Funding Commitment Letter Contents

The FCL includes the following information:

- Health Care Provider (HCP) Number, a unique five-digit code assigned to each Pilot project
- HCP Contact Name (person designated as the Project Coordinator)
- HCP Name and Address of the project location supported
- Service Provider Identification Number (SPIN)
- Vendor Name
- Funding Year
- Copy of Approved Network Cost Worksheet
- List of sites where service is being provided
- Type of Service Agreement (e.g., contract, tariff)
- Eligible Support Start Date: first date the project can receive support based on the Description of Services Requested & Certification Form (Form 465)
- Support End Date, last day service is eligible for support during the funding year
- Estimated Months of Support
- Non-Recurring Support Amount
- Monthly Recurring Support Amount
- Estimated Total Support Amount
- Funding Request Number, a unique five-digit code assigned by USAC for each project, vendor, and service combination.
- Approved Network Cost Worksheet Items

What to Do When You Receive the FCL

Vendors should validate the SPIN on the FCL. This ensures that future support provided by the vendor is credited to the correct SPIN. If the SPIN is incorrect, please contact the Rural Health Care Pilot Program at 1-800-229-5476.

Health care provider support can only be provided after the vendor receives the Support Acknowledgement Letter from USAC.

Receive Support Acknowledgement Letter

USAC sends a Support Acknowledgment Letter to the Project Coordinator (PC) and vendor.

After receiving the Connection Certification Form (Form 467), USAC creates a Support Acknowledgement Letter, which is sent to the PC and vendor.

The Support Acknowledgement Letter provides a detailed report of the approved service(s) and support information.

Health Care Provider (HCP) Support Acknowledgement Letter Contents

The HCP Support Acknowledgement Letter includes the following information:

- Funding Year: 2007, 2008, etc.
- Pilot Project Number (Also known as a HCP Number): unique five-digit number assigned to each Pilot Project
- Funding Request Number: a unique five-digit code assigned by USAC for each Pilot Project, vendor and service combination.
- Billing Account Number: account code for a Pilot Project credited with USF support
- Pilot Project Name: name of project being supported
- Pilot Project Address: address of the project being supported
- Pilot Project Mailing Organization and Address if different than above
- Service Provider Identification Number (SPIN) – number issued by USAC to a vendor
- Vendor name: name of vendor providing service or equipment to project
- Service: type of service or equipment provided
- Support Start Date: first date HCP can receive support based on the Description of Services Requested & Certification Form (Form 465)
- Support End Date: last day service is eligible for support during the funding year
- Support Date: month and year for support amount
- Support Amount: support for the month ($)
- Total: total support for the funding year ($)

This letter verifies that a Form 467 has been received. The support is credited to the Billing Account Number shown on the Support Acknowledgement Letter. A sample Support Acknowledgement Letter is available for download.

What to Do When You Receive the Support Acknowledgement Letter

The Support Acknowledgement Letter will be sent to the PC and vendor when the Connection Certification Form (FCC Form 467) is processed by USAC.

Once the vendor receives the letter, it can bill the project for services completed. The entity that receives the bill and pays for the service is defined as the "billed entity."

USAC requests that vendors check the SPIN on the Support Acknowledgement Letter to make sure it is correct.

Participants should check that the service provided was actually working or installed and is being billed for the time period on the Support Acknowledgement Letter. Be sure that the Billing Account Number listed on the letter is the same Billing Account Number attached to the service and PC location or PC mailing organization and address. This ensures support is credited to the entity paying for the service. If you are unsure whether the Billing Account Number is correct or if you find an error on the Support Acknowledgement Letter, please contact the Rural Health Care Pilot Program at 1-800-229-5476 and do not start applying program discounts.

Send invoice to USAC

Once the vendor provides the service and invoices the project, the Project Coordinator (PC) for each Pilot Project is responsible for approving invoices for the vendor’s use. These invoices are based on the approved Funding Commitment Letter. The vendor then signs and returns these pre-filled invoices to USAC.

The Project Coordinator shall also confirm and demonstrate to USAC that the selected participant's 15 percent minimum funding contribution has been provided to the service provider for each invoice. USAC also will review invoices to ensure network deployments are proceeding according to the Participants’ network plans.

Where and When to Send Invoices

Project Coordinators can mail or fax USAC a copy of the RHCPP Invoice:

- Universal Service Administrative Company
- Rural Health Care Program

![Image](https://example.com/image.png)
Bi-Monthly Invoicing Cycle

Invoices received from the 1st through the 15th of the month will be processed by the 20th of the month. Invoices received from the 16th through the 31st of the month will be processed by the 5th of the following month.

Example

If an invoice is received January 29 it will be processed during the first five days of February. If an invoice is received February 1, it will be processed by February 20. The date the invoice is received by USAC will be used to determine when the invoice will be processed, not the date mailed by the project coordinator. Once an invoice is processed by USAC, it will take about 10 days to issue payment. If payment has not been received within 45 days of invoicing USAC, please call 1-800-229-5476 to be sure the invoice was received and is being processed.

Invoice Formatting

USAC has designed a sample invoice format that project coordinators and vendors may use in the RHCPP. The RHCPP Invoice consists of a header and individual invoice line items for each Pilot Program service credited. Support amounts are based on monthly submissions of actual incurred expenses.

Note

USAC has developed an administrative process to streamline the invoice submission and approval process. Please contact the Project Coordinator for additional information on this process.
ATTACHMENT 6
INDEFEASIBLE RIGHT OF USE
RFP 12-004

1.0 "Indefeasible Right to Use" or "IRU" shall mean the exclusive, unrestricted, and indefeasible right to use the relevant Capacity (including equipment, fibers or capacity) for any legal purpose. The granting of such IRU does not convey title or legal ownership of any fibers on Vendors Network. The IRU shall convey an interest that notwithstanding the occurrence of a breach by the receiving party of any legal duty or obligation imposed by any contract, by the law of torts (including simple or gross negligence, strict liability or willful misconduct), or by federal or state laws, rules, regulations, orders, standards or ordinances, during the Term, the granting party shall have no right to revoke or restrict in any manner or to any degree whatsoever, through injunctive relief or otherwise, the use of the IRU granted to the receiving party, it being understood and agreed that each such breach shall be compensable, if at all, by a remedy at law and not at equity.

In locations where Vendors have existing fiber capacity, the IRHTP will consider the costs of a 20-year “Indefeasible Right to Use Agreement” for two dark fibers in lieu of a bid for construction.

IRHTP is not bound to accept the offer of an IRU. The offered price will be considered against the costs of construction and how the inclusion of the IRU will affect the overall remaining IRHTP budget.

Each IRU shall be for one pair (2 dark fibers)

2.0 Vendor Information. Vendor shall furnish the following information pertaining to each IRU with its bid:

2.1 Closest point of entry for both the near end and the far end of each site-by-site segment being bid.

2.2 Cost of construction to connect IRU fiber terminations to near end and far end Fiber distribution panels (FDPs) or fiber termination bulkheads.

2.3 Total db loss for each IRU segment.

2.4 Vendor’s agreement to specified hours for maintenance windows for future work to be done on fiber bundles containing IRU fibers, or where bundles are not separated, the whole sheath.

2.5 Vendor shall describe how service will be restored in the event of a fiber cut.

2.6 Vendor shall identify any known hazards along the IRU fiber route such as stream crossings or etc.

2.7 A copy of the Vendor’s IRU contract document.

2.8 Vendor shall stipulate as to whether additional pairs of fibers are available on the same route.