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# **COMMUNITY HEALTH NETWORK, INC.**

## **REQUEST FOR PROPOSALS (RFP01)**

**FOR**

## **FCC Rural Healthcare Pilot Program**

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## 1 INTRODUCTION

### 1.1 Statement of Purpose

The Community Health Network, Inc., hereinafter referred to as CHN, has issued this Request for Proposals (RFP) to define the CHN's minimum service requirements; solicit proposals; detail proposal requirements; and, outline CHN's process for evaluating proposals and selecting the Contractor. All sites to be associated with this RFP are listed on the FCC 465A attachment included with the posting of this RFP.

Through this RFP, the CHN seeks to buy the best, most cost effective services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to connect with TTN as FCC Rural Healthcare Pilot funding rules allow.

The CHN intends to secure a contract from a single contractor who can provide a suite of cost effective services which will hereafter be called the Tennessee Telehealth Network (TTN) in this document. These services may either be managed or unmanaged. "Managed services" are end site services provided by and fully managed by the contractor; it is the contractor's responsibility to provide all implementation, changes, and maintenance of the network circuit and edge device. "Unmanaged services" refer to end site services provided by the contractor and managed by the TTN Partners requesting the unmanaged service. Such services include an outsourced, state-wide, state of the art, private communications network and require the selected Contractor to be responsible for the engineering, implementation, maintenance and management of TTN. While the selected Contractor may choose to partner or subcontract with other parties to deliver the full suite of required services, the Contractor will always be the responsible party for fulfillment of the contract. The responses and all other information provided by the Proposer will be reviewed and evaluated by CHN in determining the selection of the Contractor.

In addition to providing the necessary circuitry for TTN, the Contractor shall be required to engineer, install, maintain and manage most of the edge devices required for TTN. Depending on the location, the edge devices shall support any or all of the necessary interfaces for Internet, video conferencing and other Internet Protocol (IP) connectivity.

Upon award of the contract, the Contractor shall have six months to build the backbone infrastructure to support the TTN end site users. The Contractor will begin connecting TTN end user sites immediately where their infrastructure is already available.

TTN will be the infrastructure for the next ten years. Therefore, TTN must set in place the technology, bandwidth capacity, and fundamental architecture that will create a truly converged network for voice, data and video, leaving behind older technologies and protocols that primarily were designed to support legacy voice, video and data. In addition, TTN must have the ability to refresh technology, update services and reduce costs as the communications environment changes. The CHN and its end users are eager to move forward to a new network that will provide improvements in performance, efficiency, ease of use and reductions in cost.

Note that throughout this document, the CHN has used terms or acronyms that may be unfamiliar. Therefore, the CHN has included a glossary in Contract Attachment Q. Also, the Proposers should be aware that the terms "vendor," "Proposer," and "Contractor," are used somewhat interchangeably, with the usage differing in relation to the timing of the term's usage within the overall procurement and project management process. The CHN will use these terms, depending upon context, to mean a vendor that is providing, or could potentially provide, TTN related services.

## RFP SCHEDULE OF EVENTS

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### 1.1.1 Vision

The network vision for the CHN TTN is a robust unified network structure that serves the diverse needs of our end users; While the network described in this RFP is classed as a private network for healthcare, it will reach into all 95 counties of the state, to each facility listed as approved by USAC for participation.

In an effort to accelerate deployment across the State of Tennessee, the TTN network will serve as the main and the most affordable broadband choice for Rural Healthcare Pilot participants, which include licensed health care professionals and health care stakeholders. The contractor will promote TTN eHealth services for both private and public Healthcare facilities and eHealth participants. This outsourced effort encourages industry from fiber providers, long haul carriers, to the local exchanges to invest in the capacity and technology to meet the needs of the public and of business anywhere within the State of Tennessee.

The elements of TTN have very similar needs for administrative service. Namely, a network that is available, reliable, driven by strong service level agreements, and competitively priced. The service offerings incorporate a universal pricing structure across the state to assure that rural areas participate fully in the development of electronic services and information access.

Paramount features of the effort must be security, availability, and reliability. Any attempts to intrude upon network services must be prevented, those rare attempts which succeed must be detected, and once detected must be prevented from damaging either the data being carried or our confidence in the structure of the network. The network integrity must be unimpeachable. TTN participants must have access to network 24 hours per day with the connections within the structure being so sound that even multiple failures will not deter service. And when there are component failures, the network provider must respond rapidly and reliably to restore service.

The service required by each participant varies by both the role it plays in healthcare and the community and the available network staff. The network structure and service delivered initially by this network is only the beginning. Healthcare participants must be allowed to join or sever this network at will with the confidence that today's network must provide for voice, data, and video services on a single consolidated structure. Tomorrow's network must allow integration to continue as services merge into seamless information access.

We recognize that meeting the needs of this RFP will require a significant investment from industry both in terms of partnership among service providers and physical structure to reach reliably into all areas of Tennessee. Through a long-term, highly-successful partnership with a single provider of service that is fully accountable for all service delivered under this RFP, CHN and TTN envisions a robust, integrated network capable of enabling healthcare providers to have access to information and shared programs that will increase the quality and efficiency of the delivery of healthcare in Tennessee.

### 1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the CHN's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

**RFP SCHEDULE OF EVENTS**

The *pro forma* contract substantially represents the contract document that the proposer, selected by the CHN, MUST agree to and sign.

**1.3 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the CHN's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee CHN Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the CHN or in the employment practices of the CHN's contractors. Accordingly, all vendors entering into contracts with the CHN shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The CHN has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Rick Burgin  
 CHN  
 765A Florence Road, Savannah, TN 38372  
 PH (423) 736-0079  
 FX (866) 331-5249  
 Corporate Voicemail (731)926-8986  
[Rick.Burgin@communityhealth.net](mailto:Rick.Burgin@communityhealth.net)

**1.5 RFP Communications****1.5.1.** Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is CHN's only official point of contact for this RFP:

Rick Burgin, CHN  
 765A Florence Road, Savannah, TN 38372  
 PH (866) 736-0079  
 FX (866) 331-5249  
 Corporate Voicemail (731)926-8986  
[Rick.Burgin@communityhealth.net](mailto:Rick.Burgin@communityhealth.net)

**1.5.2** Any oral communications shall be considered unofficial and non-binding with regard to this RFP.**1.5.3** Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the CHN. The CHN assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the CHN by a deadline date shall not substitute for actual receipt of a communication or proposal by the CHN.**1.5.4** The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

**RFP SCHEDULE OF EVENTS**

- 1.5.5** The CHN reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The CHN's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.6** The CHN will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the CHN has received a Notice of Intent to Propose.
- 1.5.7** Only the CHN's official written responses and communications shall be considered binding with regard to this RFP.
- 1.5.8** The CHN reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- 1.5.9** Any data or factual information provided by the CHN, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the CHN's written consent to rely thereon.

**1.6 Notice of Intent to Propose**

Each potential Proposer should submit a Notice of Intent to propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- Name and title of a contact person
- Address, telephone number, and facsimile number of the contact person
- Email address of the contact person

**NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, et seq., above).**

**1.7 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

**2 RFP SCHEDULE OF EVENTS**

The RFP will be posted consistent with USAC rules.

**3 PROPOSAL REQUIREMENTS**

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

**3.1 Proposal Form and Delivery**

- 3.1.1** Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

**RFP SCHEDULE OF EVENTS**

**3.1.2** Each Proposer must submit, in hardcopy form, one (1) original and one (1) copy of the Technical Proposal. The CHN also requires two (2) CD copies of the Technical Proposal.

In the case of a discrepancy between the hardcopy RFP version and a CD version, the hardcopy will take precedence over the CD copies.

**WARNING: Do not include Cost Proposal information on the Technical Proposal CD.**

**3.1.3** Each Proposer must submit one (1) hardcopy and one (1) CD copy of the Cost Proposal to the CHN in a separate, sealed package.

The contents of the hardcopies and CD are detailed in RFP Section 3.1.4 below.

**3.1.4** The Cost Proposal must be recorded on exact duplicates of (1) RFP Attachment 6.4, Cost Proposal & Scoring guide signature page and (2) RFP Attachment 6.4 – Cost Proposal Spreadsheet: Years 1 – 5, and RFP Attachment 6.4 – Cost Proposal Spreadsheet: Years 6 – 10.

The Proposer shall complete the Cost Proposal & Scoring Guide signature page, the two Cost Proposal Spreadsheets (for Years 1-5 and Years 6-10), and will enter the Proposer's company name into the spreadsheets to identify the company preparing the Cost Proposal. The spreadsheets will automatically fill in amounts and calculate the Cost Proposal Spreadsheet Totals (the third spreadsheet in the notebook). The Proposer will then print off a hard copy of the completed spreadsheets for inclusion within the sealed Cost Proposal. The Proposer will also make a CD copy of the spreadsheets. The Proposer will then include both the paper and CD copies of the Cost Proposal components within its separately sealed Cost Proposal package.

The Cost Proposal package must contain the following items (as indicated below):

1. Signed and Dated Attachment 6.4, Cost Proposal & Scoring Guide signature page
2. Response to RFP Attachment 6.4 – Cost Proposal Spreadsheets, including three spreadsheets: for Years 1 – 5, Years 6 -10, and Totals. This is a printout of the Excel format spreadsheets, and it must be an exact duplicate of the electronic version.
3. CD containing item 2 above, in Excel format.

In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the printed Cost Proposal components shall prevail.

**3.1.5** If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals”**

**3..1.6** The CHN must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events:

Community Health Network, Inc.  
FCC Rural Healthcare Pilot Response  
Rick Burgin  
765A Florence Road, Savannah, TN 38372

**3.1.7** A Proposer may not deliver a proposal orally or by any means of electronic transmission.

**3.2 Technical Proposal**

**RFP SCHEDULE OF EVENTS**

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**3.2.1** The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

**NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the CHN shall reject it.**

**3.2.2** Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

**3.2.3** Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

**3.2.4** All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

**3.2.5** The CHN may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

**3.2.6** The CHN may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

**3.3 Cost Proposal**

**3.3.1** The Cost Proposal must be submitted to the CHN in a sealed package separate from the Technical proposal.

**3.3.2** Each Cost Proposal must be recorded on an exact duplicate of the signature page and spreadsheets referenced in RFP Attachment 6.4, Cost Proposal and Evaluation Guide.

**3.3.3** Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.

**3.3.4** The proposed cost shall incorporate all costs for services under the contract for the total contract period.

**3.3.5** The Proposer must sign and date the Cost Proposal.

**3.3.6** If a Proposer fails to submit a Cost Proposal as required, the CHN shall determine the proposal to be non-responsive and reject it.

**4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION****4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *Pro Forma* Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the CHN no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the CHN, in writing, by the Written Comments Deadline.

**4.2 RFP Amendment and Cancellation**

The CHN reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the CHN will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The CHN reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

**4.3 Proposal Prohibitions and Right of Rejection**

**4.3.1** The CHN of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

**4.3.2** Each proposal must comply with all of the terms of this RFP and all applicable laws and regulations. The CHN may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The CHN may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the CHN may reject such a proposal.

**4.3.3** A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

**4.3.4** A Proposer may not restrict the rights of the CHN or otherwise qualify a proposal. The CHN may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**4.3.5** A Proposer may not submit the Proposer’s own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the CHN may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**4.3.6** A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

**4.3.7** A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

- 4.3.8** The CHN shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the CHN shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9** The CHN shall not contract with or consider a proposal from:
- 4.3.9.1** An individual who is, or within the past six months has been, an employee or official of the CHN of Tennessee.
- 4.3.9.2** A company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the CHN of Tennessee (this shall not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3** A company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the CHN of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4** Any individual, company, or other entity involved in assisting the CHN in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.9.5** For the purposes of applying the requirements of RFP subsection 4.3.9, *et seq.*, an individual shall be deemed an employee or official of the CHN of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
- 4.3.10** The CHN reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If the CHN waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the CHN may hold any Proposer to strict compliance with this RFP.
- 4.4 Incorrect Proposal Information**
- If the CHN determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### 4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the CHN. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**NOTICE: The Proposer's Cost Proposal, as proposed on RFP Attachment 6.4 - Cost Proposal Spreadsheets, shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the CHN shall determine the proposal to be non-responsive and shall reject the proposal.**

#### 4.6 Assignment and Subcontracting

4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the CHN's prior, written approval.

4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the CHN and with the CHN's prior, written approval.

4.6.3 At its sole discretion, the CHN reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.6.4 Notwithstanding CHN approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

#### 4.7 Right to Refuse Personnel

At its sole discretion, the CHN reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

#### 4.8 Insurance

The CHN may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the CHN may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the CHN shall be in form and substance acceptable to the CHN.

#### 4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The CHN may require any or all Proposers to submit evidence of proper licensure.

4.9.1 As the work performed under a Contract pursuant to this RFP includes installation as well as supply of materials, the Proposal submission constitutes a bid and Tennessee Contractor license(s) are required. These classifications are outlined in Rule 0680-1-.16 under Electrical Contracting and under Specialty.

4.9.2 The following license classifications are considered acceptable for Proposers to bid: E; E-D; E-F; E-G; E-J; CE; CE-D; CE-F; CE-G; CE-J; S-Telecommunications; S-Fiber optic; or S-Low Voltage Computer Wiring.

**4.10 Service Location and Work Space**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the CHN's premises may be available for contractor use in accordance with the *Pro Forma* Contract or at the CHN's discretion. Any work performed on the CHN's premises shall be completed during the CHN's standard business hours unless otherwise agreed to by the CHN. Normal CHN work hours are 8:00 a.m. to 4:30 p.m. local time. However, the CHN may request that Contractor staff work additional hours beyond the normal CHN work hours as necessary to meet project deadlines.

**4.11 Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a Proposer must submit a written request, signed by a Proposer's authorized representative, to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

**4.12 Proposal Errors and Amendments**

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the CHN.

**4.13 Proposal Preparation Costs**

The CHN will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

**4.14 Disclosure of Proposal Contents**

Each proposal and all materials submitted to the CHN in response to this RFP shall become the property of the CHN. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the CHN.

**4.16 Contract Approval**

The RFP and the contractor selection processes do not obligate the CHN and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and CHN obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring CHN agency and after the contract is approved and signed by all other CHN officials as required by CHN laws and regulations.

**4.17 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by laws and regulations. Under no conditions shall the CHN be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the

Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by CHN officials as required by applicable statutes and rules of the CHN or before the contract start date or after the contract end date specified by the contract.

**4.18 Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the CHN. The CHN may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

**4.19 Contract Amendment**

During the course of this contract, the CHN may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the CHN shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the CHN and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring CHN agency and must be approved by other CHN officials as required by CHN laws and regulations. The Contractor shall not commence additional work until the CHN has issued a written contract amendment and secured all required approvals.

**5 PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Points**

The CHN will consider qualifications and experience, general approach, specific requirements, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below:

<b>CATEGORY</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Qualifications and Experience	<b>155</b>
General Approach	<b>70</b>
Specific Requirements	<b>350</b>
Cost Proposal	<b>425</b>

**5.2 Evaluation Process**

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

**5.2.1** The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, to manage the Technical Proposal Evaluation and maintain evaluation records.

**5.2.1.1** The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A5.2.1.2). A Proposal Evaluation Team, made up of CHN employees, will evaluate each Technical Proposal that appears responsive to the RFP.

**5.2.1.3** Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide. At the request of the RFP Coordinator the Proposal Evaluation Team may seek the assistance of SMEs.

**5.2.1.4** The CHN reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the CHN. The subject Proposer shall put any resulting clarification in writing as may be required by the CHN.

**5.2.2** After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.

**5.2.3** For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

**5.3 Contract Award Process**

**5.3.4** The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the CHN which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma Contract* and must be approved by USAC.

However, the CHN reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma Contract* requirements in the CHN's best interest subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

**5.3.5** The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the CHN, pursuant to this RFP, no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the CHN may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

**5.3.6** If the CHN determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

**ATTACHMENT 6.1**

***PRO FORMA CONTRACT***

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that shall be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT  
BETWEEN CHN OF TENNESSEE**

**[CHN AGENCY NAME]  
AND  
[CONTRACTOR NAME]**

This Contract, by and between the CHN of Tennessee, [CHN AGENCY NAME], hereinafter referred to as the "CHN" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of TTN services, as further defined in the "SCOPE OF SERVICES."

The Contractor is **AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY.**

Contractor Vendor Identification Number: **FEDERAL EMPLOYER ID # OR SOCIAL SECURITY #**

Contractor Address: **ADDRESS**

Contractor Place of Incorporation or Organization: **LOCATION**

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

Contract Section A outlines the scope of services and deliverables that CHN shall require the Contractor to provide. The scope of service for Network Tennessee (TTN) shall be demanding in nature, and the Contractor must meet the requirements detailed in this Contract as well as all requirements imposed by Additional Documents listed in Contract Section E.7.

A.2. Network Concept and Connectivity

A.2.a. The Contractor is responsible for the design, construction, implementation and management of a private flexible and scalable, high-speed, CHN-wide Optical Transport Network (OTN) infrastructure. During the implementation and migration of existing sites, the TTN network will run in parallel and directly communicate to the existing networks, which are known as the CHN Network and other private networks.

A.2.b. The Contractor will be responsible for the placement of at least three Network Access Points (NAPs), one each, in Nashville, Knoxville, and Memphis. For redundancy purposes, the NAPs are required and must mesh together with redundant links.

A.2.c. The TTN Contractor is required to provide Ingress/Egress to two different Internet Service Providers in two different NAPs with automatic failover.

A.2.d. All Core Network locations (NAPs or Points of Presence [POPs]) shall have circuit diversity (different fiber sheath and fiber route) for active redundancy to other Core Network locations with the same bandwidth availability to ensure reliability of the Core Network.

A.2.e. The Contractor will design, deliver, install and manage all the necessary bandwidth, network hardware and software systems for the CHN of Tennessee and all USAC approved individual End Sites for TTN services. It is the intent of this managed service to provide a technical infrastructure for CHN and end users to access, utilize and leverage Internet and WAN based resources as effectively as possible and

meet the technical specifications. The Contractor is responsible for a secure logical VRF (Virtual Route Forwarding) for each current and future end user.

- A.2.g. The Contractor will design, deliver, install and manage all the necessary bandwidth, network hardware and software systems for approved healthcare facilities.
- A.2.h. The Contractor shall provide universal pricing, as listed in the Contract Attachment B, TTN Catalog of Service Offerings, for End Site locations desiring Wide Area Network (WAN) transport from the TTN network infrastructure anywhere within the CHN and approved sites. Universal pricing shall be defined as a single price structure for the same WAN connectivity service anywhere within the CHN and USAC approved end user sites.
- A.2.i. Support for mobile end users, telecommuters, and access from home computers into the TTN wide area network is required. Remote access refers to network connections that are temporary by nature originating from a remote location
  - i. Wireless Access
    - (1) 3G
    - (2) 4G
    - (3) Wi-Fi
    - (4) WiMAX
  - ii. Broadband Internet Services
    - (1) DSL
    - (2) Cable
- A.2.j. The Contractor shall maintain Quality of Services (QoS) requirements that are outlined in this Contract for the TTN network. The Contractor must also implement network and performance management software that can verify QoS requirements are being met.
- A.2.k. The Contractor shall provide video communications to include multipoint and point-to-point video conferencing in addition to streaming video with a comprehensive scheduling system.
- A.2.l. The TTN Contractor shall provide the network infrastructure necessary to support IP Multicast services.
- A.2.m. The CHN will be looking for new innovative and cost effective methods for Internet delivery from the TTN Contractor, both managed and unmanaged (Direct Internet Access). The following is a list of technologies that will be considered:
  - i. Optical (OC-3, OC-12, etc.)
  - ii. Ethernet (2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 1 Gbps, etc.)
  - iii. Leased line (T-1, DS3, etc.)
  - iv. DSL (ADSL, SDSL)
  - v. Cable
  - vi. Wireless
    - Wi-Fi
    - WiMAX
  - vii. Other applicable technologies
- A.2.n. The Contractor shall be responsible for providing content filtering
- A.2.p. The Contractor shall be responsible for providing DNS services.
- A.3. FCC Rural Healthcare Pilot Program and Universal Services Fund. Support for Universal Services Fund: The Universal Services Fund (USF) provides communities across the country with affordable

telecommunication services. The network must allow the Rural Health Care providers in Tennessee to qualify for Universal Services Administrative Company (USAC) at the end of this contract and will allow CHN and approved end user sites to submit an RFP for services with similar conditions regardless of funding source.

- (1) The TTN Contractor must assist in FCC Form processes.
  - (a) The Contractor will provide the CHN information about the technology, the products and the services that are being provided.
  - (b) The Contractor will provide information that the CHN can include with their application, as the supporting documentation, which describes in detail the services being ordered.
  - (c) If the CHN decides to do a service substitution, the Contractor will detail how the original request is being met by the newly desired configuration.
  - (d) The Contractor will provide clarification, as necessary, to the CHN about billing account numbers, contract numbers, phone numbers, ineligible components (if any), and other details of existing services.
  - (e) The Contractor will provide the CHN all information about Service Provider Identification Numbers (SPIN) numbers and company names.
  - (f) The Contractor will provide the CHN backup documentation and information during the Program Integrity Assurance (PIA) staff application review.
  - (g) The Contractor will provide the CHN with information during the preparation of FCC Forms.
  - (h) The Contractor will review the Receipt Acknowledgement Letter (RAL) and provide written notifications to the CHN of the corrections that are required.
  - (i) The Contractor will make the necessary corrections based on the notifications provided to the CHN.
  - (j) The Contractor will review the Funding Commitment Decisions Letter (FCDL) to insure its accuracy. The Contractor will provide written notification of any problems to the CHN. The Contractor will provide information for the CHN to file an appeal and/or make corrections in accordance with the timelines published by USAC at [www.universalservice.org/sl](http://www.universalservice.org/sl).
  - (k) The Contractor will assist in the FCC Form 486 process. The Contractor will provide the CHN with information relevant to the actual start date of services. The Contractor will monitor the Form 486 filing to ensure that the CHN does not miss any Form 486 deadlines.
  - (l) The Contractor will monitor the Form 472 filing to ensure that the CHN does not miss any Form 472 deadlines.

#### A.4. On-going Network Management Services

- A.4.a. The Contractor shall include a comprehensive network management service to support the new TTN WAN infrastructure; various network layer protocols, and the Edge Device equipment that comprises the new, TTN WAN infrastructure.

The CHN has defined the following as the outsourced network management domain:

- i. WAN communication circuits
- ii. End-to-end connectivity between the TTN Core Network and End Sites
- iii. Edge devices
- iv. Video Communications Gatekeepers where required
- v. All other WAN devices or services identified by the CHN.

A.4.b. The functional requirements and specifications for network management functionality and services fall into the following categories:

- i. **Fault Management –** Fault and Problem management is a process within Network Operations responsible for applying proven and consistent analytical approaches to network problem determination, isolation, and resolution. The primary objective is to minimize network interruptions that would negatively impact service levels to the end user. The TTN Contractor's Fault and Problem management service must interface to the existing CHN Network Operations and Security Center (NOSC) infrastructure.
- ii. **Performance Management –** Network Capacity and Performance management shall be a functional area within the TTN Contractor's overall network management service offering. Performance management is focused on capturing and analyzing network component utilization data. Optimization of network capacity and performance is accomplished by adjusting parameters within the network's design constraints. The TTN Contractor's proactive Performance management service shall provide monthly network performance reports to support the SLAs designated as Attachment A of this TTN RFP.
- iii. **Configuration Management –** Configuration management is the process within Network Operations responsible for maintaining a database of technical information on all network components and End Site connections to the new TTN WAN infrastructure. Moves, adds, changes and deletes (MACD) for all End Site connections must be part of the overall Configuration Management service offering. In addition, configuration information shall be required to support the Fault and Problem management functions of the Network Operations Center during problem identification and resolution.
- iv. **Security Management –** Network Security management is the process within Network Operations that implements and enforces TTN security policies and procedures to protect the TTN WAN infrastructure from unauthorized access, modification, disruption or destruction. The TTN Contractor's on-going security management service and practice must include internal security audits, verification testing, and monitoring to accommodate the security requirements desired by the CHN. The CHN, or their delegated party, must also be capable of viewing and auditing routing and switching configurations respective to the ownership of the data in question traversing the TTN Network.
- v. **Accounting Management –** Accounting and Cost Management is an ongoing function within Network Operations with two functions. The first is the monitoring and control of the cost of the network, both capital and operating expenses. The second is the administration of a billing scheme for the uniform pricing that is being delivered to the TTN End User community. The billing scheme must fulfill and meet the requirements of CHN in Contract Attachment J, Billing Requirements.

A.4.c. Network Operations Center (NOC)

The Contractor must have a 24x7 Network Operations Center (NOC). The NOC shall provide constant monitoring and dedicated network management services required by the CHN in this Contract.

A.5. Implementation of the New TTN Network and Services

A.5.a. The Contractor shall update and continually maintain the TTN Network and Services End Site cutover and implementation plan (the "Implementation Plan") that was submitted in tentative form as a part of

the Proposal. This Implementation Plan shall contain specific detail about how individual End Sites shall be transitioned to the new TTN network

A.5.b. Maintaining Network Availability

The current network is in production and the implementation of the new, TTN WAN infrastructure must be transparent and seamless. The Contractor shall maintain and provide to the CHN, upon request, a fall back plan if the migration and implementation cutover of End Site locations proves to be unreliable and disruptive.

A.6. Upon request of the CHN, and as applicable by law, the Contractor shall comply with all CALEA requirements applicable to the TTN network or End Site users.

A.7. As other services become available through technological developments, the Contractor will be required to make these services available to the CHN. The Contractor and the CHN will mutually decide if the service is beneficial to CHN and should be added to the contract. Services added will require agreement regarding the service level factors and the cost.

A.8. Service Level Agreements (SLA)

Service level agreements (SLAs) and Contractor performance commitments are specified in this Contract, in Attachment A. The Contractor shall be responsible for generating monthly network management reports as well as providing network management data to the CHN for monitoring and verifying Contractor compliance with the SLAs and commitments defined in this contract.

A.9. Contractor Licensure and Work Procedures

A.10. The Contractor must replace or restore (at least to the original condition) any damage to floor, ceiling, walls, furniture, landscape, etc. caused by its personnel and/or operations, at the Contractor's expense.

A.10.a. During site installation/construction, the Contractor must maintain a clean and safe working environment for not only Contractor staff, but also CHN workers and the public.

i. The Contractor must minimize disruptions to the CHN work force as much as possible.

ii. The Contractor must leave all work areas secured, safe, and clean after stopping for the day.

A.11. TTN Access

The Contractor must provide access to the Network, either by direct access from endpoint approved site or by a hub and spoke method to include point to point connections to an approved organization's hub with a subsequent direct connection from the hub to the Network.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on \_\_\_\_\_, and ending on \_\_\_\_\_. The CHN shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the CHN under this Contract exceed \_\_\_\_\_. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations

hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the CHN. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the CHN requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The CHN is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the CHN under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the CHN and USAC in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the rates approved and accepted by the CHN in the TTN Catalog of Service Offerings, Contract Attachment B. Contractor will submit to CHN the standard USAC Flow Chart for approval and forwarding to USAC for contractor payment authorization.

The Contractor shall submit monthly invoices, in form and substance acceptable to each approved end point site for 15% of their monthly charges and after collection of the 15% will bill USAC for the balance as outlined in Contract Attachment J, Billing Requirements, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the CHN shall not prejudice the CHN's right to object to or question any invoice or matter in relation thereto and will be limited to such charges directly incurred by CHN for hub services required at CHN's data center. Such payment by the CHN shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the CHN or USAC, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The CHN reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the CHN of Tennessee any amounts which are or shall become due and payable to the CHN of Tennessee by the Contractor.

- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the CHN. Once this form has been completed and submitted to the CHN by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the CHN of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the CHN for services until the Contractor has completed this form and submitted it to the CHN.
- D. STANDARD TERMS AND CONDITIONS
- D.1. Required Approvals. The CHN is not bound by this Contract or any amendment thereof until it is approved by the appropriate CHN officials in accordance with applicable Tennessee CHN laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee CHN officials in accordance with applicable Tennessee laws CHN and USAC regulations.
- D.3. Termination for Convenience. The CHN may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the CHN. The CHN shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the CHN be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the CHN shall have the right to terminate the Contract and withhold payments in excess of fair compensation for completed services.
- a. The CHN will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the CHN with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The CHN will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of CHN operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- b. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the CHN for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval

of the CHN. If such subcontracts are approved by the CHN, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the CHN of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee CHN constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the CHN of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the CHN of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the CHN a completed and signed copy of the document as Attachment C, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to CHN officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to CHN officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the CHN.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer,

proposal, or bid to contract with the CHN of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United CHNs citizen, a Lawful Permanent Resident, or a person whose physical presence in the United CHNs is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CHN, the Comptroller of the Treasury, or their duly appointed representatives. The financial Statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the CHN
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the CHN as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the CHN, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. CHN Liability. The CHN shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.16. CHN and Federal Compliance. The Contractor shall comply with all applicable CHN rules and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the CHN of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the CHN of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The CHN:  
Rick Burgin  
Community Health Network, Inc.  
FCC Pilot Program Response  
765A Florence Road, Savannah, TN 38372

The Contractor:  
**[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]**  
**[CONTRACTOR NAME]**  
**[ADDRESS]**  
**[TELEPHONE NUMBER]**  
**[FACSIMILE NUMBER]**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by CHNs mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of USAC and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the CHN reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the CHN. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the CHN any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or
  - violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

- a. Contractor Breach— The CHN shall notify Contractor in writing of a Breach.
- i. In event of a Breach by Contractor, the CHN shall have available the remedy of Actual Damages and any other remedy available at law or equity.
  - ii. Liquidated Damages— In the event of a Breach, the CHN may assess Liquidated Damages. The CHN shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Contract Attachment A and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the CHN in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the CHN pursuant to the indemnity provision or other section of this Contract.

The CHN may continue to withhold the Liquidated Damages or a portion thereof

until the Contractor cures the Breach, the CHN exercises its option to declare a Partial Default, or the CHN terminates the Contract. The CHN is not obligated to assess Liquidated Damages before availing itself of any other remedy. The CHN may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- iii. Partial Default— In the event of a Breach, the CHN may declare a Partial Default. In which case, the CHN shall provide the Contractor written notice of: (1) the date on which Contractor shall terminate providing the service associated with the Breach; and (2) the date the CHN will begin to provide the service associated with the Breach. The Notice of partial default and termination of services associated with the breach shall advise the Contractor whether there is an opportunity to cure or if the CHN has determined under Section D.4 that an opportunity to cure is not applicable. Notwithstanding the foregoing, the CHN may revise the time periods contained in the notice written to the Contractor.

In the event the CHN declares a Partial Default, the CHN may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the CHN of providing the defaulted service, whether said service is provided by the CHN or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The CHN shall make the final and binding determination of said amount.

The CHN may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the CHN any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the CHN in the event a Partial Default is taken.

- iv. Contract Termination— In the event of a Breach, the CHN may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the CHN. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice shall advise the Contractor whether there is an opportunity to cure or if the CHN has determined under Section D.4 that an opportunity to cure is not applicable. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the CHN may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the CHN at law or at equity. The Contractor shall be liable to the CHN for any and all damages incurred by the CHN and any and all expenses incurred by the CHN which exceed the amount the CHN would have

paid Contractor under this Contract. Contractor agrees to cooperate with the CHN in the event of a Contract Termination or Partial Takeover.

The Termination Notice must (1) specify in reasonable detail the nature of the breach; (2) provide Contractor with an opportunity to cure, which shall be no less than 10 days from the date of the Termination Notice; (3) shall specify the effective date of termination in the event Contractor fails to correct the breach. The Termination Notice may specify that the Contractor shall cease operations under this Contract in stages. Contractor must present the CHN with a written request detailing the efforts it will take to resolve the problem. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The CHN will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of CHN operations.

- b. CHN Breach— In the event of a Breach of Contract by the CHN, the Contractor shall notify the CHN in writing within 30 days of any Breach of Contract by the CHN. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the CHN's Breach. In no event shall any Breach on the part of the CHN excuse the Contractor from full performance under this Contract. In the event of Breach by the CHN, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the CHN written notice and opportunity to cure as described herein operates as a waiver of the CHN's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. Partial Takeover. The CHN may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the CHN. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the CHN will assume and the date of said assumption. Any Partial Takeover by the CHN shall not alter in any way Contractor's other obligations under this Contract. The CHN may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the CHN. The amounts shall be withheld effective as of the date the CHN assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the CHN any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. CHN Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the CHN for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the CHN in good order and condition as when received, reasonable use and wear thereof excepted. Should the

property be destroyed, lost, or stolen, the Contractor shall be responsible to the CHN for the residual value of the property at the time of loss.

- E.7. Incorporation of Additional Documents. The documents detailed below shall be incorporated as a part of this Contract by reference and, in the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, shall govern in the order of precedence herein detailed.
- a. this Contract document and all of its attachments and exhibits, excluding items incorporated by reference;
  - b. the Request for Proposals (resulting in this Contract) and its associated amendments;
  - c. any Technical Specifications provided to the Contractor by the CHN; and
  - d. the Contractor's Proposal, including all clarifications and addenda made thereto at the request of the CHN.
- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the CHN hereunder in commercial advertising in such a manner as to CHN or imply that the Contractor or the Contractor's services are endorsed.
- E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable CHN and federal law. All material and

information, regardless of form, medium or method of communication, provided to the Contractor by the CHN or acquired by the Contractor on behalf of the CHN shall be regarded as confidential information in accordance with the provisions of applicable CHN and federal law, CHN and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable CHN and federal law, CHN and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the CHN to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the CHN's information; or, disclosed by the CHN to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or CHN law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the CHN or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the CHN of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the CHN for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract, unless the claim is based entirely on infringing actions by the CHN and in which the alleged intellectual property violations are completely unrelated to the Contractor's actions or inactions. In any such action brought against the CHN, the Contractor shall satisfy and indemnify the CHN for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the CHN in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the CHN. The CHN shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the CHN of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the CHN in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the CHN.

In the event of any such suit or claim, the Contractor shall give the CHN immediate notice thereof and shall provide all assistance required by the CHN in the CHN's defense. The CHN shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to

represent the CHN of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.13. HIPAA Compliance. The CHN and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the CHN that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the CHN, including cooperation and coordination with CHN privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
  - c. The CHN and the Contractor will sign documents, including but not limited to business associate agreements (see Contract Attachment D), as required by HIPAA and that are reasonably necessary to keep the CHN and Contractor in compliance with HIPAA. This provision shall not apply if information received by the CHN under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the CHN to receive such information without entering into a business associate agreement or signing another such document.
- E.15. Transition Services. As this Contract nears its end, the Contractor agrees to cooperate fully with the CHN and, or any vendor that receives an award for a subsequent contract for TTN successor services, to transition the TTN Services from the Contractor to the CHN and/or the subsequent vendor. At the CHN's discretion, the CHN shall start these transition services as early as 24 months prior to the end of the present Contract. The Contractor shall:
- a. Provide continuing services that are the same as those currently provided, with no decrease in quality, as the CHN coordinates the transition from the present Contract.
  - b. Six months prior to the expiration of the present Contract, the Contractor in cooperation with the CHN shall establish the fair market value of the TTN end-site equipment. At the end of the present Contract, the CHN shall have the option of purchasing end-site equipment at this fair market value, as determined by the average of three nationally reputable used equipment resellers mutually agreed to and selected by the CHN and the Contractor.
  - c. Fully cooperate with the CHN and any subsequent vendor in testing and parallel operation of any new network that supersedes the existing TTN network.
- E.16. Price Decreases
- a. The Contractor shall extend to the CHN and approved endpoint sites the benefit of any rates included in the Contractor's contracts with other clients with lower or equal revenue volumes to those of the CHN that are lower than the rates being paid by the CHN.

- b. The Contractor's failure to offer lower rates than other contracts with lower or equal revenue volumes shall be considered a violation of the terms of the contract. The Contractor shall issue credits to the CHN retroactively from the published or effective date of the reduced rates and appropriately adjust the rates for the remainder of the term of the contract.
  - c. The Contractor must agree to come into conformity with general price and cost decreases resulting from law, regulatory decisions, or industry competitive forces.
- E.17. Catalog of Services Supplements. During the course of this contract, the CHN may request the Contractor to update the Catalog of Services with additional service(s), otherwise known as "Non-Prepriced Items (NPIs)." The NPI's shall be within the general scope of services. The CHN shall provide the Contractor with a written description of the additional service(s), and the Contractor shall submit a price for the additional service(s). See Contract Section E.24 for the provisions governing competitive pricing for NPIs. If the CHN and Contractor reach an agreement regarding the service(s) and the fee(s) associated with the addition, the agreement shall become effective by means of a contract amendment. Any such amendment requiring NPIs must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring CHN agency and must be approved by other CHN officials as required by CHN Laws and Regulations. The Contractor shall not commence additional work until the CHN has issued a written contract amendment and secured all required approvals.
- E.18. Technology Refresh. The Contractor will perform periodic technology reviews (2 – 3 years) to assess where the currently implemented TTN network is in relation to industry norms, at that time. The contractor shall review best practices and make any recommendations or update of equipment, or services. Such updates shall be cost neutral or shall result in lower costs to the CHN of Tennessee.
- E.19. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed the value of this contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.23. CHN Ownership of Work Products. The CHN shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The CHN shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the CHN shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the CHN an unlimited, non-transferable license to use, copy and distribute internally, solely for the CHN's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

- b. The Contractor shall furnish such information and data as the CHN may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable CHN law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

| E.24 State of Tennessee Contract – NetTN

- a. Should the NetTN network be utilized, all terms and conditions as specified in the State of Tennessee contract number FA-09-25220-00 are applicable.

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

\_\_\_\_\_  
**[NAME AND TITLE]**

\_\_\_\_\_  
**Date**

**Community Health Network, Inc.**

\_\_\_\_\_  
**Rick Burgin**

\_\_\_\_\_  
**Date**

\_\_\_\_\_

\_\_\_\_\_



**Attachment A – Service Level Agreements****A. Service Level Agreements (SLAs) and Commitments**

Given the magnitude and scope of the TTN Wide Area Network (WAN) infrastructure and outsourced network management services desired by the CHN, it is paramount the TTN Contractor enter into a contractual relationship with the CHN that succinctly defines Service Level Agreements (SLAs) and commitments.

It is the intent of this *Pro Forma* contract to specifically define the SLA criteria that are demanded by the CHN. The technical requirements that are presented throughout this RFP document represent the **minimum** requirements that are being mandated by the CHN. The TTN Contractor is encouraged to exceed these minimum requirements and should CHN so in their RFP response in the General Approach and Specific Requirements sections of this RFP document where applicable. The TTN Contractor must consider carefully what commitment level is required in terms of technical infrastructure and resources pertaining to meeting the overall SLAs being mandated by the CHN.

Service Level Agreement (SLA) payments are based upon the Catalog of Services amounts.

The various monthly network management reports for Fault Management, Performance Management, Configuration Management, and Security Management will be used to verify and analyze TTN Contractor conformance with the defined SLA desired by the CHN.

The following SLA definitions define separately monitored and measured performance criteria. For example, A.2 defines the TTN End Site to Core Backbone Availability SLA while A.5 defines the TTN Internet Access WAN Service Availability SLA. Consider a TTN WAN infrastructure connection failure occurs between End Site and a NAP that lasts for 8 hours. This exceeds the SLA definition in A.2, so the appropriate payment in that section applies. However, since Internet Access would have been available if not for the connection failure (i.e., other End Sites were able to access the Internet during this timeframe), A.5 penalties do not apply.

As a second example, had the WAN connection failure described above occurred during the same time a TTN Internet Access WAN circuit outage occurred, payments from both SLAs in A.2 and A.5 would apply since they are to be monitored separately.

At no time shall the compensation made to the CHN by the Contractor, for failures to conform with the SLAs included in this document, result in the aggregate amount of such compensation for an individual End Site be in excess of 100% of that End Site's TTN WAN monthly invoice.

The following specifies and defines the SLA criteria that shall become part of the final contract between the Contractor and the CHN regarding this Contract document.

## A.1 Core Backbone Availability

The Core Backbone network infrastructure of the TTN WAN shall have a minimum monthly network availability factor of 99.999%. Note: the network availability factor must be calculated for the entire Core Backbone network infrastructure and not for a per circuit basis.

**Scheduled Downtime:** The TTN Contractor shall be entitled to no greater than 4 hours of scheduled downtime for the entire Core Backbone network infrastructure and each end site connected to the TTN network infrastructure per quarter or 3 month period. Scheduled downtime must be coordinated with the CHN with at least 14 days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly network availability factor.

**Conformance:** The above network availability factors shall be calculated at the end of each calendar month according to the parameters defined above and will be substantiated through performance reports generated by the Contractor.

**Compensation for a Given Month:** Should non-conformance apply to a given month, 1% of the total aggregate monthly costs for all WAN services currently purchased under this contract shall be paid.

**Compensation for a Second Consecutive Month:** Should non-conformance apply to a second consecutive month, 2% of the total aggregate monthly costs for all WAN services currently purchased under this contract shall be paid.

**Compensation for an Nth Consecutive Months:** For each consecutive month of non-conformance, **N**% of the total aggregate monthly costs for all WAN services currently purchased under this contract shall be paid, where **N** is the number of consecutive months of non-conformance.

The above compensation shall be made by the Contractor within 15 business days after each monthly Core Backbone Network Availability report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

## A.2 End Site to Core Backbone Availability

The following shall define the SLA commitment for End Site to Core Backbone availability:

The network infrastructure consisting of WAN services and the edge devices managed by the Contractor as part of the availability requirement shall have a minimum monthly network availability factor of 99.95%; based on a 30-day month, this equates to 21 minutes of un-scheduled network downtime per end site. For each WAN Circuit, availability will be based on a 5 minute sampling rate, presented on a per hour basis for a 24 hour day and calculated based on the ratio of total circuit up-time over total possible circuit up-time for that 24 hour day basis for the entire calendar month.

**Scheduled Downtime:** The TTN Contractor shall be entitled to no greater than 4 hours of scheduled downtime for each end site connected to the TTN network infrastructure per quarter or 3 month period. Scheduled downtime must be coordinated with the CHN with at least 14 days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly network availability factor.

**Conformance:** The above network availability factors shall be calculated at the end of each calendar month according to the parameters defined above and will be substantiated through performance reports generated by the Contractor.

**Compensation for a Given Month:** Failure to meet the aforementioned monthly availability requirement for each End Site to Core Backbone service shall result in a payment equal to 10% of that End Site's monthly bill.

**Compensation for a Second Consecutive Month:** Should non-conformance apply for a second consecutive month, 20% of that End Site's total monthly costs shall be issued as a payment to affected End Site.

**Compensation for an Nth Consecutive Month.** For each consecutive month of non-conformance, ( $N \times 10\%$ ) of that End Site's total monthly costs shall be issued as a payment to that End Site, where **N** is the number of consecutive months of non-conformance.

The above compensation shall be made by the Contractor within 15 business days after each monthly End Site to Core Backbone Availability report (one per End Site) is reviewed and verified by both the CHN and the TTN Contractor. This review and verification process shall be mutually scheduled between the respective CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.3 CHN Data Center Direct Internet Access (DIA) Service Availability**

CHN will utilize Direct Internet Access (DIA) circuits from the Data Center(s) to the Internet to provide aggregate Internet access to all CHN end sites on TTN. Each Data Center DIA shall have a minimum monthly availability factor of 99.999% per 24-hour day per calendar month. For each CHN Data Center DIA circuit, availability will be based on a 5 minute sampling rate, presented on a per hour basis for a 24 hour day and calculated based on the ratio of total circuit up-time over total possible circuit up-time for that 24 hour day basis for the entire calendar month.

**Scheduled Downtime:** The TTN Contractor shall be entitled to no greater than 4 hours of scheduled downtime for the Data Center DIA connection. Scheduled downtime must be coordinated with CHN with at least 14 days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly DIA availability factor.

**Conformance:** The above availability factors shall be calculated at the end of each calendar month according to the parameters defined above and will be substantiated through performance reports generated by the Contractor.

**Compensation for a Given Month:** Should non-conformance apply to a given month, 50% of the total aggregate monthly costs for all CHN Data Center DIA services currently purchased under this contract shall be paid.

**Compensation for a Second Consecutive Month:** Should non-conformance apply to a second consecutive month, 60% of the total aggregate monthly costs for all CHN Data Center DIA services currently purchased under this contract shall be paid.

**Compensation for Additional Consecutive Months:** For each consecutive month beyond the second month of non-conformance, 75% of the total aggregate monthly costs for all CHN Data Center DIA services currently purchased under this contract shall be paid.

The above compensation shall be made by the Contractor within 15 business days after each monthly Data Center DIA Availability report is reviewed and verified by both CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

#### A.4 CHN Data Center Point-to-Point Circuit Availability

CHN will utilize point-to-point circuits between its Data Center and approved endpoints to support data replication and alternate routes into each Center. The Data Center point-to-point circuit shall have a minimum monthly availability factor of 99.999% per 24-hour day per calendar month. For each CHN Data Center Point-to-Point Circuit, availability will be based on a 5 minute sampling rate, presented on a per hour basis for a 24 hour day and calculated based on the ratio of total circuit up-time over total possible circuit up-time for that 24 hour day basis for the entire calendar month.

**Scheduled Downtime:** The TTN Contractor shall be entitled to no greater than 4 hours of scheduled downtime for the Data Center point-to-point connection. Scheduled downtime must be coordinated with CHN with at least 14 days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly availability factor.

**Conformance:** The above circuit availability factor shall be calculated at the end of each calendar month and will be substantiated through performance reports generated by the TTN Contractor.

**Compensation for a Given Month:** Failure to meet the aforementioned monthly availability requirement shall result in a payment equal to 10% of the monthly point-to-point circuit cost.

**Compensation for a Second Consecutive Month:** Should non-conformance apply for a second consecutive month, 20% of the point-to-point circuit cost shall be issued as a payment.

**Compensation for an Nth Consecutive Month.** For each consecutive month of non-conformance, ( $N \times 10\%$ ) of the point-to-point circuit monthly cost shall be issued as a payment, where **N** is the number of consecutive months of non-conformance.

The above compensation shall be made by the Contractor within 15 business days after each monthly CHN Data Center Point-to-Point Circuit Availability report is reviewed and verified by both CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.5 TTN Internet Access WAN Service Availability**

The following shall define the SLA commitment for each TTN Internet Access WAN Circuit's Availability:

Each TTN Internet Access WAN Service Availability shall be => 99.999% per 24 hour day per calendar month. TTN Internet Access WAN Availability will be based on a 5 minute sampling rate, presented on a per hour basis for a 24 hour day and calculated based on the ratio of total circuit up-time over total possible circuit up-time for that 24 hour day basis for the entire calendar month.

**Conformance:** The above TTN Internet Access availability factor shall be calculated at the end of each calendar month and will be substantiated through performance reports generated by the TTN Contractor.

**Compensation for a Given Month:** Should non-conformance apply to a given month, 1% of the total aggregate monthly costs for all affected WAN services purchased under this contract shall be paid.

**Compensation for a 2<sup>nd</sup> Consecutive Month:** Should non-conformance apply to a second consecutive month, 2% of the total aggregate monthly costs for all affected WAN services purchased under this contract shall be paid.

**Compensation for an Nth Consecutive Month:** For each consecutive month of non-conformance, **N**% of the total aggregate monthly costs for all affected WAN services purchased under this contract shall be paid, where **N** is the number of consecutive months of non-conformance.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Internet Access Availability report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.6 TTN Internet/Internet2 Availability to First Hop Beyond the TTN Default Gateway Devices**

The following shall define the SLA commitment for TTN Internet/Internet2 Availability. Any loss of connectivity from an end site to the first hop beyond the TTN Internet/Internet2 gateway devices due to a routing issue will be considered as non-availability. Any loss of Internet/Internet2 BGP sessions between BGP peers will also be considered as non-availability.

TTN Internet/Internet2 Availability shall be => 99.95% per 24 hour day per calendar month. TTN Internet/Internet2 Availability will be based on a 5 minute sampling rate, presented on a per hour basis for a 24 hour day and calculated based on the ratio of total availability over total possible availability for that 24 hour day basis for the entire calendar month.

**Conformance:** The above TTN Internet/Internet2 Access availability factor shall be calculated at the end of each calendar month and will be substantiated through performance reports generated by the TTN Contractor.

**Compensation for a Given Month:** Should non-conformance apply to a given month, 1% of the total aggregate monthly costs for all affected WAN services purchased under this contract shall be paid.

**Compensation for a 2<sup>nd</sup> Consecutive Month:** Should non-conformance apply to a second consecutive month, 2% of the total aggregate monthly costs for all affected WAN services purchased under this contract shall be paid.

**Compensation for an Nth Consecutive Month:** For each consecutive month of non-conformance, **N**% of the total aggregate monthly costs for all affected WAN services purchased under this contract shall be paid, where **N** is the number of consecutive months of non-conformance.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Internet Access Availability report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.7 TTN Edge Device Errored Packets**

The following shall define the SLA commitment for the TTN Edge Device Errored Packets:

The TTN Edge Device Errored Packets shall be  $\leq$  .75% total errored packets (e.g., bad packets) per 24 hour day for the entire calendar month. A reading will be taken every 5 minutes, 12 samples per hour, and 288 per 24 hours. The 288 samples minus any 5 minute samples where the average bandwidth utilization is  $\geq$  80%, or minus any samples that were otherwise unavailable, will then be averaged together for the daily measurement.

**Conformance:** The above errored packet factor shall be calculated at the end of each calendar month and will be substantiated through performance reports generated by the Contractor.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for any TTN Edge Device shall result in a monthly payment equal to 3% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for any TTN Edge Device for two occurrences in a single month shall result in a monthly payment equal to 4% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for any TTN Edge Device type for **N** occurrences in the same month shall result in a monthly payment equal to (**N** x 2%) of that End Site's monthly bill, where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Edge Device Errored Packet Report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and the TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.8 TTN Edge Device to NAP Average Jitter Measurement**

The following shall define the SLA commitment for the TTN Edge Device to NAP Jitter Average:

The TTN Edge Device to NAP Average Jitter shall be  $\leq 5$  ms. A reading will be taken every 5 minutes, 12 samples per hour, and 120 samples per 10 hours, Monday through Friday 7:00 a.m. to 5:00 p.m. The 120 samples minus any 5 minute samples where the average bandwidth utilization is  $\geq 80\%$  or minus any samples that were otherwise unavailable, will then be averaged together for the daily measurement.

Circuit-switched DSL communication lines shall be exempt from this SLA requirement.

**Conformance:** The TTN Average Jitter measurement shall be performed by injecting packets at regular intervals into the network, Edge Device to NAP and measuring the variability in the arrival time as set forth in the relevant standards of RFC 2679 and RFC 3393 and will be substantiated through performance reports generated by the Contractor. This average jitter factor shall be calculated at the end of each calendar month.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for any TTN Edge Device shall result in a monthly payment equal to 1% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for any TTN End Device for two occurrences in a single month shall result in a monthly payment equal to 2% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for any TTN End Device type for **N** occurrences in the same month shall result in a monthly payment equal to  $(N \times 1\%)$  of that End Site's monthly bill, where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Jitter report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and the TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.9 TTN Edge Device to the 1<sup>st</sup> Hop in the Core Average Round-Trip Response Time Delay**

The following shall define the SLA commitment for the TTN Edge Device to the 1<sup>st</sup> Hop in the Core Average Round-Trip Response Time Delay:

The TTN Edge Device to the 1<sup>st</sup> Hop Average Round-Trip Response Time Delay shall be  $\leq 20$  ms per 24 hour day per calendar month. A reading will be taken every 5 minutes, 12 samples per hour, and 288 per 24 hours. The 288 samples minus any 5 minute samples where the average bandwidth utilization is  $\geq 80\%$  will then be averaged together for the daily measurement.

The delay shall refer to the round-trip transmission delay between the WAN port of the TTN Edge Device and the WAN port of the 1<sup>st</sup> Hop DTE device and can include transmission delay, queuing delay and serialization delay.

Circuit-switched DSL communication lines shall be exempt from this SLA requirement.

**Conformance:** The above average round-trip response time delay factor shall be calculated at the end of each calendar month and will be substantiated through performance reports generated by the Contractor.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for any TTN Edge Device shall result in a monthly payment equal to 3% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for any TTN End Device for two occurrences in a single month shall result in a monthly payment equal to 6% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for any TTN End Device type for **N** occurrences in the same month shall result in a monthly payment equal to (**N** x 3%) of that End Site's monthly bill, where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Edge Device to the 1<sup>st</sup> Hop in the Core Average Round-Trip Response Time Delay report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and the TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.10 TTN Average Round Trip Latency, TTN CHN End Site to CHN Data Center TTN Edge Device**

The following shall define the SLA commitment for the TTN End Site to CHN Data Centers' Average Round Trip Latency:

The TTN End Site to CHN Data Center TTN Edge Device Average Round Trip Latency shall be  $\leq 125$  ms per 24 hour day per calendar month. A reading will be taken every 5 minutes, 12 samples per hour, and 288 samples per 24 hours. The 288 samples minus any 5 minute samples where the average bandwidth utilization is  $\geq 80\%$  or minus any samples that were otherwise unavailable, will then be averaged together for the daily measurement.

Circuit-switched DSL communication lines shall be exempt from this SLA requirement.

**Conformance:** The TTN Average Round Trip Latency measurements shall be performed by measuring the round trip time latency of packet arrival from any CHN End Site on the TTN WAN to the CHN Data Center and TTN Edge Device. The above average round-trip latency factor shall be calculated at the end of each calendar month.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement shall result in a payment of 2% of that end site's monthly bill.

**Compensation for 2 Occurrences in a Single Month:** Failure to meet the above requirements for 2 occurrences in the same month shall result in a monthly payment equal to 4% of that end site monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirements for **N** occurrences in the same month shall result in a monthly payment equal to  $(N \times 2\%)$  of that end site's monthly bill, where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN CHN End Site to CHN Data Center TTN Edge Device. Average Round-Trip Latency report is reviewed and verified. The review and verification process shall be mutually scheduled between the CHN and the TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.11 Report for End Site to Core WAN Circuit Hourly Average Bandwidth Utilization**

The following shall define the SLA commitment for the TTN Edge Device to Core WAN Circuit Hourly Average Bandwidth Utilization:

The TTN Edge Device to Core WAN Circuit Average Hourly Inbound Bandwidth Utilization and the Hourly Average Outbound Bandwidth Utilization: =< 80% average bandwidth utilization per 24 hour day per calendar month.

All TTN End Site connections shall have an hourly average bandwidth utilization value less than 80% utilization. This 80% bandwidth utilization value shall be calculated as an average value for each hour based on the twelve 5 minute time samples. Polling and response time measurements must be conducted every 5 minutes for a total of 12 time samples per hour and 288 per 24 hours.

In the event this 80% hourly average bandwidth utilization factor is exceeded for a given End Site, remedial action by the respective TTN Association Partner must be taken to determine if the bandwidth requires an upgrade within the timeframes as specified by A.13

**Conformance:** The requirement for meeting this Service Level is a monthly notification via a report from the Contractor during the monthly Service Level meeting.

**Compensation for One Occurrence:** Failure to notify the CHN of an end site that exceeds the above requirements for any TTN Edge Device shall result in a monthly payment equal to 2% of that End Site's monthly bill.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Edge Device to Core WAN Circuit Hourly Average Bandwidth Utilization report is reviewed and verified by both the CHN and the TTN Contractor. This review and verification process shall be mutually scheduled between the respective CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.12 TTN Internet Access Hourly Average Bandwidth Utilization**

The following shall define the SLA commitment for the TTN Internet Access Hourly Average Bandwidth Utilization:

Each TTN Internet Access Hourly Average Inbound Bandwidth Utilization and the Hourly Average Outbound Bandwidth Utilization  $\leq$  80% per hour for the entire calendar month.

Each TTN Internet egress WAN link shall have an hourly average bandwidth utilization value less than 80% utilization. This 80% bandwidth utilization value shall be calculated as an hourly average value. Polling and response time measurements must be conducted every 5 minutes for a total of 12 time samples per hours, 10 hours a day, and 5 days a week, Monday through Friday.

**Conformance:** The above TTN Internet Access WAN circuit hourly average bandwidth utilization factor shall be calculated at the end of each calendar month on a per hour basis for the entire calendar month.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement shall result in a payment of 2% of the total aggregate monthly costs for all affected TTN WAN services currently purchased under this contract.

**Compensation for 2 Occurrences in a Single Month:** Failure to meet the above requirements for 2 occurrences in the same month shall result in a monthly payment equal to 4% of the total aggregate monthly costs for all affected TTN WAN services currently purchased under this contract.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirements for **N** occurrences in the same month shall result in a monthly payment equal to (**N** x 2%) of the total aggregate monthly costs for all affected TTN WAN services currently purchased under this contract where **N** is the number of occurrences in a single month.

The above compensation shall be made by the Contractor within 15 business days after each monthly TTN Internet Access Hourly Average Bandwidth Utilization report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and the TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.13 NAP to NAP Core WAN Circuit Hourly Average Bandwidth Utilization**

The following shall define the SLA commitment for the NAP to NAP to Core WAN Circuit Hourly Average Bandwidth Utilization:

The NAP to NAP to Core WAN Circuit Average Hourly Inbound Bandwidth Utilization and the Hourly Average Outbound Bandwidth Utilization:  $\leq 80\%$  per hour for the entire calendar month.

Each TTN NAP to NAP egress WAN link shall have an hourly average bandwidth utilization value less than 80% utilization. This 80% bandwidth utilization value shall be calculated as an hourly average value. Polling and response time measurements must be conducted every 5 minutes for a total of 12 time samples per hours, 10 hours a day, and 5 days a week, Monday through Friday 7:00 a.m. to 5:00 p.m.

**Conformance:** The above NAP to NAP Core WAN Circuit Hourly Average Bandwidth Utilization shall be calculated at the end of each calendar month on a per hour basis for the entire calendar month.

**Compensation for 2 Occurrences in a Single Month:** Failure to meet the above requirement shall result in a payment of 1% of the total aggregate monthly costs for all TTN WAN services currently purchased under this contract.

**Compensation for 2 Occurrences in a Single Month:** Failure to meet the above requirements for 2 occurrences in the same month shall result in a monthly payment equal to 2% of the total aggregate monthly costs for all TTN WAN services currently purchased under this contract.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirements for N occurrences in the same month shall result in a monthly payment equal to  $(N \times 1\%)$  of the total aggregate monthly costs for all TTN WAN services currently purchased under this contract where N is the number of occurrences in a single month.

The above compensation shall be made by the Contractor within 15 business days after each monthly NAP to NAP Core WAN Circuit Hourly Average Bandwidth Utilization report is reviewed and verified by both the CHN and the TTN Contractor. This review and verification process shall be mutually scheduled between the respective CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.14 End Site Critical Problem Identification and Problem Resolution**

The following shall define the SLA commitment for the TTN Fault Management Problem Identification and Problem Resolution service offering:

Critical Problem Identification shall be immediate Level 3 ticket opened, work log entry within 10 minutes, subsequent entries into work log within 30 minutes, first critical notification within 30 minutes and subsequent critical notifications every hour until the problem is fixed.

Critical Problem Fixed: three hours or less.

**Conformance:** The above critical problem identification and problem resolution requirement shall be reviewed at the end of each calendar month based upon daily fault management reports for the entire month that measure the response times as well as the resolution time of the critical problem.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for critical problem identification and problem resolution shall result in a monthly payment equal to 2% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for critical problem identification and problem resolution for a second occurrence within the same month shall result in a monthly payment equal to 4% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for critical problem identification and problem resolution for **N** occurrences in a single month shall result in a monthly payment equal to (**N** x 2%) of that End Site's monthly bill where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each End Site's Monthly Critical Fault report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.15 End Site Major Problem Identification and Problem Resolution**

The following shall define the SLA commitment for the TTN Fault Management Problem Identification and Problem Resolution service offering:

Major Problem Identification shall be immediate Level 2 ticket work log generated within 30 minutes with subsequent entries into log within two hours.

Major Problem Fixed: six hours or less.

**Conformance:** The above major problem identification and problem resolution requirement shall be reviewed at the end of each calendar month based upon daily fault management reports for the entire month that measure the response times as well as the resolution time of the major problem.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for major problem identification and problem resolution shall result in a monthly payment equal to 2% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for major problem identification and problem resolution for a second occurrence within the same month shall result in a monthly payment equal to 4% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for major problem identification and problem resolution for **N** occurrences in a single month shall result in a monthly payment equal to **(N x 2%)** of that End Site's monthly bill where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each End Site's Monthly Major Fault report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.16 End Site Minor Problem Identification and Problem Resolution**

The following shall define the SLA commitment for the TTN Fault Management Problem Identification and Problem Resolution service offering:

Minor Problem Identification shall be immediate Level 2 ticket work log generated within 30 minutes and subsequent entries into log within four hours.

Minor Problem Fixed: eight hours or less.

**Conformance:** The above for minor problem identification and problem resolution requirements shall be reviewed at the end of each calendar month for the entire month that measure the response times as well as the resolution time of the minor problem.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for minor problem identification and problem shall result in a monthly payment equal to 2% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for minor problem identification and problem resolution for a second occurrence within the same month shall result in a monthly payment equal to 4% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for minor problem identification and problem resolution for **N** occurrences in a single month shall result in a monthly payment equal to **(N x 2%)** of that End Site's monthly bill where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each End Site's Monthly Minor Fault report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.17 Ordering, Installing, Conducting Verification Testing for New or Upgraded End Site**

The following shall define the SLA commitment for the TTN Configuration Management ordering, provisioning and testing service offering:

Ordering, Installing, Testing and Incorporating into monitoring tools for any new, changed, or upgraded End Site Location's WAN connection: 30 calendar days or less, with the exception of end site unavailability, or network facilities which must conform to 45 business days, or if the 30<sup>th</sup> calendar day falls on a weekend or CHN holiday. This time period will be less than 30 calendar days if so offered by the Contractor. Fiber-based facilities for Ethernet and Wavelength must conform to 60 days.

**Conformance:** The above ordering, installing, and testing responsiveness for new or upgraded End Sites shall be reviewed at the end of each calendar month according to the configuration management reports generated by the TTN Contractor.

**Compensation for Being 1-7 Calendar Days Late:** Failure to meet the above requirement for ordering, installing, and testing a new or upgraded End Site location shall result in a monthly payment equal to 10% of that End Site's total monthly bill.

**Compensation for Being 8-14 Calendar Days Late:** Failure to meet the above requirement for ordering, installing, and testing a new or upgraded End Site location shall result in a monthly payment equal to 20% of that End Site's total monthly bill.

**Compensation for Being More Than 14 Calendar Days Late:** Failure to meet the above requirement for ordering, installing, and testing a new or upgraded End Site location shall result in a monthly payment equal to (**N%** + 20%) of that End Site's total monthly bill where **N** is each additional day late beyond 14 days.

The above compensation shall be made by the Contractor within 15 business days after each End Site Installation, Network Acceptance Testing, and End Site Certification Summary report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.18 Configuration Management Services – Reactive Critical**

The following shall define the SLA commitment for the TTN Configuration Management Reactive – Critical response level:

Critical Configuration Response: Immediate Work Order Generated, and 10 minute e-mail updates until configuration is completed.

Critical Configuration Response: 15 Minutes or Less for Live Video Sessions and Security Issues. This time period will be less if so offered by the Contractor.

Critical Configuration Response: three hours or less for others. This time period will be less if so offered by the Contractor.

Circuit-switched DSL communication lines shall be exempt from this SLA requirement.

**Conformance:** The above critical configuration response level shall be reviewed at the end of each calendar month according to the configuration management reports generated by the TTN Contractor.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for critical configuration response based on a critical fault shall result in a monthly payment equal to 2% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for critical configuration response based on a critical fault for a second occurrence within the same month shall result in a monthly payment equal to 4% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for critical configuration response based on a critical fault shall result in a monthly payment equal to (**N** x 2%) of that End Site's monthly bill where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each End Site's Monthly Reactive Configuration Change Summary report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.19 Configuration Management Services – Reactive Major**

The following shall define the SLA commitment for the TTN Configuration Management Reactive – Major response level:

Major Configuration Response: Immediate Work Order Generated, and 30 minute E-mail updates Until Configuration Completed.

Major Configuration Response: six hours or less.

Circuit-switched DSL communication lines shall be exempt from this SLA requirement.

**Conformance:** The above major configuration response level shall be reviewed at the end of each calendar month according to the configuration management reports generated by the TTN Contractor.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for major configuration response based on a major fault shall result in a monthly payment equal to 2% of that End Site's monthly bill.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for major configuration response based on a major fault for a second occurrence within the same month shall result in a monthly payment equal to 4% of that End Site's monthly bill.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for major configuration response based on a major fault shall result in a monthly payment equal to  $(N \times 2\%)$  of that End Site's monthly bill where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each End Site's Monthly Reactive Configuration Change Summary report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.20 Remote Access (RA) Configuration Management Services – Proactive**

Remote Access (RA) Configuration Management Services include the establishment of new RA accounts as well as any changes or deletions of RA accounts.

The following shall define the SLA commitment for the TTN Configuration Management Proactive response level:

Proactive Configuration Response: three calendar days.

**Conformance:** The above described RA Configuration Management Services level shall be reviewed at the end of each calendar month.

**Compensation for One Occurrence in a Single Month:** Failure to meet the above requirement for the TTN Network's RA Service Offering on a monthly basis shall result in a monthly payment based on the total number of RA utilizing the TTN Remote Access Service equal to 2% of the total monthly Remote Access bill for that CHN partner.

**Compensation for Two Occurrences in a Single Month:** Failure to meet the above requirement for the TTN Network's RA Service Offering on an hourly basis for a second time within the same month shall result in a monthly payment based on the total number of end users utilizing the TTN Remote Access Service equal to 4% of the total monthly Remote Access bill for that CHN partner.

**Compensation for N Occurrences in a Single Month:** Failure to meet the above requirement for the TTN Network's RA Offering on an hourly basis shall result in a monthly payment based on the total number of end users utilizing the TTN Remote Access Service equal to ( $N \times 2\%$ ) of the total monthly Remote Access bill for that CHN partner, where **N** is the number of occurrences in a single calendar month.

The above compensation shall be made by the Contractor within 15 business days after each Monthly TTN Remote Assess Configuration Change Summary report is reviewed and verified by both the CHN and the TTN Contractor. The review and verification process shall be mutually scheduled between the CHN and the TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**A.21 Report for Security Administration Management Services**

The following shall define the SLA commitment for Critical and Major Security identification and problem resolution service offering (A.14, A.15, A.18, and A.19).

All Critical and Major Security incidents shall be reported by the TTN Contractor weekly.

**Conformance:** The requirement for meeting this Service Level is a weekly notification via a report from the TTN Contractor.

**Compensation:** Failure to report a Critical or Major Security incident to the CHN shall result in a monthly payment equal to 2% of that End Site's monthly bill.

The above compensation shall be made by the Contractor within 15 business days after each weekly security incident report is reviewed and verified by both the CHN and the TTN Contractor. This review and verification process shall be mutually scheduled between the respective CHN and TTN Contractor for each month no greater than three weeks after the preceding month's last day.

**Attachment B – TTN Catalog of Service Offerings**

[AFTER CONTRACT AWARD, AND PRIOR TO CONTRACT APPROVAL, THE PROPOSED COSTS FROM THE COST PROPOSAL SPREADSHEETS WILL BE TRANSCRIBED INTO THE FOLLOWING TABLES.]

<b>In the tables that follow the time periods for the various contract “Years” shall be:</b>	
Year 1	From June 16, 2011 through June 15, 2012
Year 2	From June 16, 2012 through June 15, 2013
Year 3	From June 16, 2013 through June 15, 2014
Year 4	From June 16, 2014 through June 15, 2015
Year 5	From June 16, 2015 through June 15, 2016
Year 6	From June 16, 2016 through June 15, 2017
Year 7	From June 16, 2017 through June 15, 2018

**TTN Catalog of Service Offerings**

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
			<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>
<b>End Site WAN Circuit with Internet access.</b>	DSL (1.5 x 256k)	/month							
	DSL (3M x 384k)	/month							
	DSL (6M x 384k)	/month							
	384kbps	/month							
	1.544 Mbps	/month							
	3 Mbps	/month							
	4.5 Mbps	/month							
	6 Mbps	/month							
	7.5 Mbps	/month							
	9 Mbps	/month							
	10.5 Mbps	/month							
	16 Mbps	/month							
	25 Mbps	/month							
	DS3 – 45 Mbps	/month							
	Metro Ethernet 2 Mbps	/month							
	Metro Ethernet 4 Mbps	/month							
	Metro Ethernet 8 Mbps	/month							
	Metro Ethernet 10 Mbps	/month							
	Metro Ethernet 20 Mbps	/month							
	Metro Ethernet 50 Mbps	/month							
	Metro Ethernet 100 Mbps	/month							
	Metro Ethernet 200 Mbps	/month							
	Metro Ethernet 300 Mbps	/month							
	Metro Ethernet 450 Mbps	/month							
Metro Ethernet 600 Mbps	/month								
Metro Ethernet 750 Mbps	/month								
Metro Ethernet 900 Mbps	/month								
Metro Ethernet 1 Gbps	/month								
Monday – Sunday 24 X 7 Coverage	/month								

**Explanation:** This section is used for ordering data circuits to the End Site locations. The cost per month includes the local loop, long haul circuits, all associated end site and network hardware, appropriate LAN Interface with minimum 2 10/100 Mbps, Internet Access, TTN security, network management and operation support, includes 7 a.m. - 6 p.m. local time coverage Monday - Saturday.

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1 Unit Cost</u>	<u>Year 2 Unit Cost</u>	<u>Year 3 Unit Cost</u>	<u>Year 4 Unit Cost</u>	<u>Year 5 Unit Cost</u>	<u>Year 6 Unit Cost</u>	<u>Year 7 Unit Cost</u>
<b>End Site WAN Circuit without Internet access.</b>	DSL (1.5 x 256k)	/month							
	384kbps	/month							
	1.544 Mbps	/month							
	3 Mbps	/month							
	4.5 Mbps	/month							
	6 Mbps	/month							
	7.5 Mbps	/month							
	9 Mbps	/month							
	16 Mbps	/month							
	DS3 – 45 Mbps	/month							
	Metro Ethernet 2 Mbps	/month							
	Metro Ethernet 4 Mbps	/month							
	Metro Ethernet 8 Mbps	/month							
	Metro Ethernet 10 Mbps	/month							
	Metro Ethernet 20 Mbps	/month							
	Metro Ethernet 50 Mbps	/month							
	Metro Ethernet 100 Mbps	/month							
	Metro Ethernet 600 Mbps	/month							
Metro Ethernet 1 Gbps	/month								
Monday – Sunday 24 X 7 Coverage	/month								

**Explanation:** This section is used for ordering data circuits to the End Site locations. The cost per month includes the local loop, long haul circuits, all associated end site and network hardware, appropriate LAN Interfaces with minimum 2 10/100 Mbps, TTN security, network management and operation support, includes 7 a.m. - 6 p.m. local time coverage Monday - Saturday.

**Attachment B – TTN Catalog of Service Offerings**

**RFP**

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
			<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>
<b>Point to Point/Ethernet/Wavelength</b>	Intralata DS1	/mileage							
	Interlata DS1	/mileage							
	Intralata DS3	/mileage							
	Interlata DS3	/mileage							
	Metro Ethernet 2 Mbps	/month							
	Metro Ethernet 8 Mbps	/month							
	Metro Ethernet 10 Mbps	/month							
	Metro Ethernet 100 Mbps	/month							
	Metro Ethernet 500 Mbps I	month							
	Wavelength 1.25 Gbps I	/month							

**Explanation:** This section is for ordering additional circuits. The CHN partner ordering this service is responsible for the management and maintenance of the required equipment to support this service.

**Attachment B – TTN Catalog of Service Offerings**

**RFP**

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
			<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>
<b>Video Conferencing Services.</b>	Dial Out – 384 Kbps ISDN	/30min							
	Multipoint Audio Service	/30min							
	384 Kbps Video Multipoint Service Per Half Hour	/30min							
	768 Kbps Video Multipoint Service Per Half Hour	/30min							
	1.544Mbps Video Multipoint Service Per Half Hour	/30 min							

**Explanation:** This section is for ordering video conferencing service.

For H.323-based connections, users must pay a set-up fee for the TTN service provider's maintenance of the H.323-based directory. There are no other costs associated with point to point H.323 QoS connections. When requiring multipoint services, half hour usage options are based on available connection bandwidth. This cost includes any scheduling or management functions for H.323-based multipoint services.

**Attachment B – TTN Catalog of Service Offerings**

**RFP**

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
			<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>
<b>Direct Internet Access</b>	DS1 – (1.544)	/month							
	3 Mbps	/month							
	DS3	/month							
	Metro Ethernet 10Mbps	/month							
	Metro Ethernet 20Mbps	/month							
	Metro Ethernet 50Mbps	/month							
	Metro Ethernet 100Mbps	/month							
	Metro Ethernet 150Mbps	/month							
	Metro Ethernet 200Mbps	/month							
	Metro Ethernet 250Mbps	/month							
	Metro Ethernet 500Mbps	/month							
	Metro Ethernet 1Gbps	/month							

**Explanation:** This section is used for ordering Internet access that is not part of the TTN infrastructure. The TTN end site ordering this service is responsible for the management and maintenance of the required equipment to support this service. The DIA Service will not connect to any TTN equipment that is on site for the delivery of any other service. Direct Internet Access is direct access from the end site to the Internet POP.

**Attachment B – TTN Catalog of Service Offerings**

**RFP**

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
			<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>
<b>Internet/ Intranet Services</b>	Name Space Management, per zone								
		/month							
	Email, per account	/month							
	Content Filtering per user	/month							

**Explanation:** This section is for ordering Internet/Intranet services. Further detail of these service offerings is provided in their respective RFP response sections.

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u> <u>Unit Cost</u>	<u>Year 2</u> <u>Unit Cost</u>	<u>Year 3</u> <u>Unit Cost</u>	<u>Year 4</u> <u>Unit Cost</u>	<u>Year 5</u> <u>Unit Cost</u>	<u>Year 6</u> <u>Unit Cost</u>	<u>Year 7</u> <u>Unit Cost</u>
<b>Additional End Site WAN Data LAN Connection</b>	Ethernet 10 Mbps	/month							
	Ethernet 100 Mbps	/month							

**Explanation:** This section is for ordering additional data LAN connection(s) to the End Site. In a campus environment or multi-agency building, an end site may require more than one LAN interface. In the event that the router must be upgraded to accommodate multiple LAN interfaces, the router upgrade and associated cost will be the responsibility of the TTN Service provider. A managed WAN circuit includes one (2) 10/100 Mbps LAN interface between the router and LAN switch.

**Attachment B – TTN Catalog of Service Offerings**

**RFP**

<u>Description</u>	<u>Detail</u>	<u>Unit</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
			<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Unit Cost</u>
<b>End Site Services</b>	Cutover implementation	/incident							
	New services	/incident							
	On-site work order hardware configuration change	/incident							
	Consulting Services	/hour							
	Site Survey	/incident							
	Load Testing Point-to-Point Circuits	/incident							
	Migration end site order processing	/order							
	Expedite charges/per WAN Circuit	/incident							

**Explanation:** This section is for ordering integration service whether it is for the initial cutover implementation, new services for new end sites or existing end sites, or consulting services.

**Reminder:** All End Sites that are cutover onto the TTN WAN infrastructure shall include the managed service offerings as specified in the RFP document. TTN WAN equipment software or configuration changes, modifications, enhancements, and improvements are to be considered part of the managed service offerings.

**Clarification:** The following further clarifies the definition of the above labor or services that can be charged by the TTN Service Provider to the appropriate CHN Partner:

*Cutover Implementation* refers to the migration of an existing CHN end site to the new TTN WAN infrastructure. Embedded in the cost are the migration planning, hardware and software configurations, on-site installation services, end site documentation, and acceptance tests.

*New Services* are for new end sites.

*On Site* work order hardware configuration changes refer to situations where a technician needs to travel to the customer premise to change the TTN provided equipment only where the end site WAN circuit is not changing.

*Consulting Services* are available on a per hour basis for consulting on TTN Scope of Services.

*Load Testing Point-to-Point Circuits:* Validating the actual throughput that the circuit can handle.

Attachment C – Attestation Re Personnel Used in Contract Performance

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE & DATE:**

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NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

## Attachment D – HIPAA Business Associate Agreement

## HIPAA BUSINESS ASSOCIATE AGREEMENT

**COMPLIANCE WITH PRIVACY AND SECURITY RULES**

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter “Agreement”) is between **The CHN of Tennessee**, \_\_\_\_\_ (hereinafter “Covered Entity”) and \_\_\_\_\_ (hereinafter “Business Associate”). Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

**BACKGROUND**

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United CHNs Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as “Service Contracts”

\_\_\_\_\_

\_\_\_\_\_

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard “Protected Health Information” and, therefore, make this Agreement.

**DEFINITIONS**

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.
- 1.2 “Designated Record Set” shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.3 “Electronic Protected Health Care Information” shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 “Health Care Operations” shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

- 1.6 “Privacy Official” shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.7 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.8 “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.9 “Required by Law” shall have the meaning set forth in 45 CFR § 164.512.
- 1.10 “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

**2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)**

- 2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking disciplinary actions for inappropriate use or disclosure as necessary.
- 2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement
- 2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that

Business Associate shall have at least twenty (20) business days from Covered Entity notice to provide access to, or deliver such information.

2.7 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least ten (10) days from Covered Entity notice to make an amendment.

2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United CHNs Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.9 Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

2.10 Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least twenty (20) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the CHNd purpose when the information is requested by Business Associate.

2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.

2.12 Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity

2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.14 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

### **3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)**

3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.

3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.

3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United CHNs Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.

4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as

Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.

4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and CHN Authorities consistent with 45 CFR 164.502(j)(1)

## 5. OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.

5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

## 6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

## 7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United CHNs Department of Health in Human Services or the Secretary's designee.

### 7.3 Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

## 8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.

8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

BUSINESS ASSOCIATE:

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the CHN of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.9 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee CHN government and services contracts referenced herein.

**IN WITNESS WHEREOF,**

\_\_\_\_\_ **Date:**

\_\_\_\_\_ **Date:**



Vendor Letterhead

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 Q – Terms and Acronyms

This section is to define terms and acronyms used throughout this RFP. If a term or acronym is in question and is not defined in this section or elsewhere in the RFP, it is the responsibility of the Contractor to contact the CHN RFP coordinator and receive clarification.

- **ACH** – Automated Clearing House is a highly reliable and efficient nationwide batch-oriented electronic funds transfer system governed by the NACHA OPERATING RULES that provide for the interbank clearing of electronic payments for participating depository financial institutions.
- **ACL** – Access Control List
- **ASN** – Autonomous System Number
- **BGP** – Border Gateway Protocol is used to autonomously route IP packets of information over the Internet.
- **CALEA** – Communications Assistance for Law Enforcement Act the U.S. Congress passed the Communications Assistance for Law Enforcement Act (CALEA) to aid law enforcement in its effort to conduct surveillance of citizens via digital telephone networks. The Act obliges telephone companies to make it possible for law enforcement agencies to tap any phone conversations carried out over its networks, as well as making call detail records available. The act also stipulates that it must not be possible for a person to detect that his or her conversation is being monitored by the respective government agency.
- **Contractor** – The primary corporate entity (individual or consortium) that will be under contract by the CHN to provide the services and products that are defined and requested in this RFP for the TTN network.
- **Core Network** – Also referred to as Core Backbone and Core. The Core Network consists of all elements and components operating the WAN.
- **CoS** – Class of Service is a way of managing traffic in a network by grouping similar types of traffic (for example, e-mail, streaming video, voice, large document file transfer) together and treating each type as a class with its own level of service priority.
- **CPE** – Customer Premise Equipment is equipment located at an End Site or Data Center location.
- **DACS** – Digital Access Cross-connect System is a digital switching device in telecommunications for routing T1 lines.
- **DHCP** – Dynamic Host Configuration Protocol is an Internet protocol for automating the configuration of computers that use TCP/IP. DHCP can be used to automatically assign IP addresses, to deliver TCP/IP stack configuration parameters such as the subnet mask and default router, and to provide other configuration information such as the addresses for printer, time and news servers.
- **DIA** – Direct Internet Access
- **DNS** – Domain Name Server is an Internet service that translates domain names into IP addresses.
- **DSCP** – Differentiated Services Code Point value corresponds to a specific

- QoS.
- **DSL** – Digital Subscriber Line
  - **DS3** – Digital Signals 3, 44.736 Mbps on a T3 facility or 34.368 Mbps on E3 facility.
  - **DTE** – Data Terminal Equipment
  - **Wavelength** – Dense Wave Division Multiplexing
  - **DIFFSERV** – Differential Services
  - **EBGP** – External Border Gateway Protocol
  - **Edge Device** – Equipment that interfaces between the WAN circuit, End Site's LAN and, or other devices.
  - **Egress** – Connecting point where the TTN network peers with another network.
- 
- **FCC** – Federal Communications Commission
  - **FEC** – Forwarding Equivalence Classes is a term used in Multiprotocol Label Switching (MPLS) to describe a set of packets with similar or identical characteristics.
  - **HIPAA** – Health Insurance Portability and Accountability Act of 1996
  - **IDS** – Intrusion Detection System
  - **IHD** – Integrated Help Desk (CHN level one support)
  - **ILEC** – Incumbent local exchange carriers
  - **Implementation** – The act of implementing, providing a practical means for accomplishing something.
  - **IP** – Internet Protocol
  - **IPS** – Intrusion Prevention System
  - **ISP** – Internet Service Provider
  - **LAN** – Local Area Network
  - **LATA** – Local Access and Transport Area
  - **LDAP** – Lightweight Directory Access Protocol
  - **MACD** – Moves, adds, changes and deletes
  - **Managed Services** – for the purposes of this RFP, Managed Services are End Site services provided by and fully managed by the Contractor. It is the responsibility of the Contractor to provide all implementation, changes, and maintenance of the network circuit and edge device.
  - **MCU** – Multipoint Control Units
  - **MPLS** – Multi-protocol Label Switching.
  - **MSA** – Metropolitan Service Area. The metropolitan area includes all major cities and their surrounding counties within the CHN of Tennessee.
  - **NAP** – Network Access Points. The NAPs shall be the aggregation locations sites that interconnect the core backbone segments together in redundant diverse paths.
  - **NAT** – Network Address Translation technique in which the source and/or destination addresses of IP packets are converted from private to public.
  - **Network Administration Access Control** – the systems or mechanisms used to control administrative access to data equipment or services.
  - **NMS** – Network Management System.
  - **NOC** – Network Operations Center is the physical space from which a typically large telecommunications network is managed, monitored and supervised.
  - **NOSC** – CHN Network Operations and Security Center
  - **NTP** – Network Time Protocol.

- **CHN** – This department supports CHN agencies and their needs for data, voice and video communications.
- **POP** – Point of Presence. A POP is a regional aggregation site for all circuits and traffic from End Site locations within that region. The POP is then connected to a NAP through a larger bandwidth circuit.
- **PRI** – Primary Rate Interface
- **Prime Contractor** – See Contractor.
- **QoS** – Quality of Service
- **RA** – Remote Access
- **RAL** – Receipt Acknowledgement Letter (relating to E-Rate).
- **Redundancy** – the provision of additional or duplicate systems, equipment, etc., that function in case an operating part or system fails.
- **RFP** – Request for Proposal
- **SA** – System Administrator
- **SAN** – Storage Area Network
- **SNA** – System Network Architecture
- **SNMP** – Simple Network Management Protocol
- **SPIF** – Service Provider Invoice Form
- **SPIN** – Service Provider Identification Number
- **SPOC** – Single Point of Contact
- **SSH** – Secure Shell
- **Subcontractor** – This may be one or more entities contracted by the Prime Contractor to fulfill all TTN requirements.
- **TACACS** – Terminal Access Controller Access Control System
- **TCP** – Transfer Control Protocol
- **TCRS** – Tennessee Consolidated Retirement System
- **TDM** – Time Division Multiplexing
- **TFTP** – Trivial File Transfer Protocol
- **CHN Partners** – The association consisting of; CHN Departments and end user sites,.
- **TSP** – Telecommunications Service Priority System
- **UDP** – User Datagram Protocol
- **Unmanaged Services** – Unmanaged services" refer to end site services provided by the contractor and managed by the CHN Partners requesting the unmanaged service. Such services include an outsourced, CHNwide, CHN of the art, private communications network and require the selected Contractor to be responsible for the engineering, implementation, maintenance and management of TTN.
- **URL** – Uniform Resource Locator
- **User Access Control** – the systems or mechanisms used to control user access to data services.
- **USAC** – Universal Services Administrative Company
- **UT** – the University of Tennessee colleges and institutes including UT-Knoxville, UT-Chattanooga, UT-Martin, UT-Memphis, and UT-Space Institute.
- **VSAT** – Very Small Aperture Terminal
- **VLAN** – Virtual LAN
- **VoIP** – Voice-over-Internet Protocol. The technology used to transform audio (voice) communications into Internet protocol packets for transmitting across an Internet Protocol network.
- **VPN** – Virtual Private Network is a private communications network

- **VRF** – Virtual Route Forwarding
- **WAN** – Wide Area Network

**ATTACHMENT 6.2**

**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer’s chief executive or president, this document shall attach evidence showing the individual’s authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this Proposal Transmittal and Statement of Certifications and Assurances by reference as a part of said contract (refer to pro forma contract “Special Terms and Conditions”).

**PROPOSER LEGAL ENTITY  
NAME:**

--

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION  
NUMBER:**  
(or Social Security Number)

--

**The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma Contract*.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the CHN of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall provide a performance bond in accordance with the requirements of the RFP.

**PRINTED NAME:**

**DATE:**

**SIGNATURE &  
TITLE:**


Signature	Title
-----------	-------

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
<b>PROPOSER NAME:</b>			
<b>RFP COORDINATOR NAME:</b>		<b>DATE:</b>	
<b>RFP COORDINATOR SIGNATURE:</b>			

**SECTION A — MANDATORY REQUIREMENTS**

The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:

- Proposal received on or before the Proposal Deadline.
- Technical Proposal copies and Cost Proposal packaged separately.
- Technical Proposal contains NO cost data.
- Proposer did NOT submit alternate proposals.
- Proposer did NOT submit multiple proposals in a different form.
- Technical Proposal does NOT contain any restrictions of the rights of the CHN or other qualification of the proposal.

The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.

**NOTICE:**

In addition to these requirements, the CHN will also evaluate compliance with ALL RFP requirements.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract “Special Terms and Conditions”).

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	CHN Use ONLY
		Pass/Fail
	<p><b>A.1</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><b><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></b></p>	
	<p><b>A.2</b> Provide the following as documentation of financial responsibility and stability:</p> <ul style="list-style-type: none"> <li>• a current written bank reference, in the form of a</li> </ul>	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	CHN Use ONLY										
		Pass/Fail										
	<p>standard <u>signed and dated</u> business letter, indicating that the Proposer’s business relationship with the financial institution is in positive standing.</p> <ul style="list-style-type: none"> <li>• two current written, positive credit references, in the form of standard <u>signed and dated</u> business letters, from vendors with which the Proposer has done business or, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months.</li> <li>• A copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000).</li> <li>• A letter of commitment from a financial institution (signed by an authorized agent of the financial institution and detailing the Proposer’s name) for a general line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00).</li> </ul>											
	<p><b>A.3</b> Provide a Statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the CHN of Tennessee) and, if so, the nature of that conflict.</p> <p><b><i>Any questions of conflict of interest shall be solely within the discretion of the CHN, and the CHN reserves the right to cancel any award.</i></b></p>											
	<p><b>A.4</b> Provide a written Statement confirming that the Proposer will comply with the following Mandatory Technical Requirements:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">The reference numbers below refer to Evaluation Item numbers within Attachment 6.3, Sections D through HH.</td> </tr> <tr> <td style="width: 15%;">D.1</td> <td>Proposer must provide a private core network that supports Multiprotocol Label Switching.</td> </tr> <tr> <td>D.8</td> <td>Proposer must provide three Network Access Points (NAPs) one each, in Nashville, Knoxville, and Memphis. These must mesh together with redundant links.</td> </tr> <tr> <td>D.13</td> <td>CHN has locations with multiple agencies, each requiring their own separate LAN segment. Proposer must provide multiple Virtual Local Area Networks (VLANs) and make them available at these end sites. The Proposer must deliver VLANs via a trunk interface unless separate interfaces are ordered.</td> </tr> <tr> <td>E.6</td> <td>Proposer must provide high-speed packet transport that is</td> </tr> </table>	The reference numbers below refer to Evaluation Item numbers within Attachment 6.3, Sections D through HH.		D.1	Proposer must provide a private core network that supports Multiprotocol Label Switching.	D.8	Proposer must provide three Network Access Points (NAPs) one each, in Nashville, Knoxville, and Memphis. These must mesh together with redundant links.	D.13	CHN has locations with multiple agencies, each requiring their own separate LAN segment. Proposer must provide multiple Virtual Local Area Networks (VLANs) and make them available at these end sites. The Proposer must deliver VLANs via a trunk interface unless separate interfaces are ordered.	E.6	Proposer must provide high-speed packet transport that is	
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D.13	CHN has locations with multiple agencies, each requiring their own separate LAN segment. Proposer must provide multiple Virtual Local Area Networks (VLANs) and make them available at these end sites. The Proposer must deliver VLANs via a trunk interface unless separate interfaces are ordered.											
E.6	Proposer must provide high-speed packet transport that is											

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items		CHN Use ONLY
			Pass/Fail
		based on Ethernet transmission parameters that meet IEEE 802.3, 802.3u, and 802.3z standards. Proposer is required to provide transport bandwidth options from 2 Mbps up to 1G.	
	E.7	Proposer must provide Wavelength services and make them available for the proposed TTN solution including terminating locations.	
	E.8	Proposer must offer Digital Subscriber Line (DSL) solutions for direct access to the TTN Core Backbone network.	
	F.3	Proposer’s TTN solution must support and allow for Internet2 and other research network connectivity.	
	G.3	Proposer must provide data center active/active and failover routing capabilities between the data centers and to TTN.	
	H.4	Proposer must provide Remote Access used for direct dial up access to the TTN Core Backbone network.	
	H.5	Proposer must provide broadband Virtual Private Network (VPN) access to TTN Core Backbone.	
	H.10	Proposer must provide security methods that will be used by RA.	
	H.11	Proposer’s TTN solution must include a centralized secure database that contains related information, maintained by the Contractor, with administrative Web access provided for TTN partners to set up and delete accounts, generate billing information, and run real-time reports for Remote Access.	
	I.4	Proposer must comply with the approach for Differential Services (DiffServ) as outlined in Attachment 6.11 for CHN’s Utilization of DiffServ.	
	I.5	Proposer must provide a methodology to ensure the QoS levels are provided end to end.	
	K.1	Proposer must provide TTN Multipoint video services.	
	K.13	Proposer must provide a solution for authentication and firewall traversal to allow access to only those authorized for TTN video conferencing.	
	M.2	Proposer must provide IP Multicasting.	
	N.4 & D.9	Proposer must provide Egress to two Internet Service	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items		CHN Use ONLY
			Pass/Fail
		Providers in two different NAPs with automatic failover.	
	N.8	Proposer must provide a security policy, intrusion detection, intrusion prevention, and firewall systems at all egress/ingress points of the TTN network i.e. Remote Access, Internet.	
	O.1 – O.6	Proposer must provide content filtering service.	
	P.2	Proposer must provide an email system.	
	Q.1 – Q.6	Proposer must provide domain name services.	
	R.6	The Proposer must specify a strategy to adopt and deploy IPv6 in an incremental, dispersed cost efficient manner, while providing direct interoperability between IPv6 and IPv4 systems.	
	X.2	The Proposer must specify how the TTN Network Security and Administration plan addresses network security of data traversing across the TTN infrastructure.	
	AA.1	Proposer must provide, as a part of its Proposal, a six month implementation plan detailing the provisioning of the core backbone.	
	AA.2	The Proposer must furnish, as a part of its Proposal, an implementation plan of End Sites that requires the migration of all CHN locations.	
	DD.1	The Proposer must CHN its intent to provide a single dedicated CHNwide account team for TTN coordination, ordering, billing, problems, questions and overall responsibility.	

### TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more CHN employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.1</b> Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the CHN should contact regarding the proposal.
	<b>B.2</b> Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	<b>B.3</b> Provide a Statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details.
	<b>B.4</b> Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	<b>B.5</b> Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	<b>B.6</b> Provide a Statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.7</b> Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the services sought under this RFP.
	<b>B.8</b> Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	<b>B.9</b> Describe the Proposer organization’s number of employees, client base, and location of offices.
	<b>B.10</b> Provide a narrative description of the proposed project team, its members, and organizational structure.
	<b>B.11</b> Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual’s title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	<b>B.12</b> Provide a Statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p><b>B.13</b> Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> <li>▪ a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises</li> <li>▪ a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> <li>○ contract description and total value</li> <li>○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability)</li> <li>○ contractor contact and telephone number</li> </ul> </li> <li>▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such</li> </ul> </li> </ul>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>ownership characteristics)</p> <ul style="list-style-type: none"> <li>○ descriptions of anticipated contracts</li> <li>○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated</li> </ul> <ul style="list-style-type: none"> <li>▪ the percent of the Proposer’s total current employees by ethnicity, sex, and disability</li> </ul> <p><b><i>Proposers that demonstrate a commitment to diversity will advance CHN efforts to expand opportunity to do business with the CHN as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></b></p>

**B.14** Provide six (6) customer references for similar projects representing three of the larger accounts currently serviced by the Proposer and three completed projects. The Proposer may provide any six references that the Proposer believes best address the requirements CHNd above. However, the Proposer may **NOT** provide more than six references for the Proposer in its response. If the Proposer provides more than six Proposer references in response to this Section B.14, the CHN will **randomly** select six for evaluation purposes.

The Proposer should also include at least one reference for each of the Proposer's proposed subcontractors, if any. If the Proposer has any CHN of Tennessee references, the Proposer may submit these as well, using the same process described herein. Subcontractor and CHN of Tennessee references are not included in the six-reference limit described above; subcontractor and CHN of Tennessee references are in addition to the six reference limit described above.

All references shall be provided to the CHN in the form of questionnaires that have been fully completed by the individual providing the reference. The CHN has included the reference check questionnaire to be used, as RFP Attachment 6.6. **THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF.**

The Proposer will be solely responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:

1. Proposer makes an exact duplicate of the CHN's form, as it appears in RFP Attachment 6.6.
2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope.
3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference must sign his or her name in ink across the sealed portion of the envelope and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal.
4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer **will not open** them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the CHN opens the Technical Proposal box, the CHN will find a clearly labeled envelope enclosed, which contains all of the sealed reference check

	<p>envelopes.</p> <p>5. The CHN will base its reference check evaluation on the contents of these envelopes. <b><u>THE CHN WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u></b></p> <p>Each reference must include:</p> <ul style="list-style-type: none"> <li>• The Proposer’s name</li> <li>• The reference’s organization name</li> <li>• The name of the person responding</li> <li>• The title of person responding</li> <li>• The date the reference form was completed.</li> </ul> <p>6. The CHN reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the CHN is under no obligation to clarify any reference check information.</p> <p><b><i>Each evaluator will generally consider the references provided in accordance with the rules above. Current or prior contracts with the CHN are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the CHN will not automatically result in the addition or deduction of evaluation points.</i></b></p>
	<p><b>B.15</b> Provide a list, if any, of all current contracts with the CHN of Tennessee and all those completed within the previous five-year period.</p> <p>This list must include:</p> <ul style="list-style-type: none"> <li>• The procuring CHN agency</li> <li>• A brief description of the contract’s scope of services</li> <li>• The contract number</li> <li>• The contract term</li> </ul> <p><b><i>Current or prior contracts with the CHN are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the CHN will not automatically result in the addition or deduction of evaluation points.</i></b></p>
<p><i>(Maximum Section B Score =155)</i></p>	
<p><b>SCORE (for <u>all</u> Section B items above, B.1 through B.15):</b></p>	

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C**

**PROPOSER  
NAME:**

**EVALUATOR NAME:**

**DATE:**

**EVALUATOR  
SIGNATURE:**

**SECTION C — GENERAL APPROACH**

The Proposer must address ALL General Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more CHN employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item’s raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract “Special Terms and Conditions”).

Proposal Page # (to be completed by Proposer)	General Approach Items	CHN Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.1</b> Provide a narrative that illustrates how the Proposer will complete the scope of services, manage the project, accomplish required objectives, and meet the CHN’s project schedule.		<b>4</b>	
	<b>C.2</b> Provide a narrative that illustrates how the Proposer will expand infrastructure CHN wide, especially in rural communities to encourage and support economic development at the local levels and accomplish the CHN’s objectives of providing improved service and network connectivity CHN wide. The Proposer should describe how they will increase coverage to rural areas.		<b>3</b>	
	<b><i>This section is continued on the following pages.</i></b>			
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>				

$\frac{\text{Total Raw Weighted Score}}{\text{maximum possible raw weighted score (35)}} \times 70$ <p><i>(maximum section score)</i></p>	<b>= SCORE:</b>	
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<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTIONS D THROUGH HH</b>
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<b>Sections D through HH – Specific Requirements</b>
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<b>PROPOSER NAME:</b>	
-----------------------	--

<b>EVALUATOR NAME:</b>	<b>DATE:</b>	
------------------------	--------------	--

<b>EVALUATOR SIGNATURE:</b>	
-----------------------------	--

This page shall serve as a cover sheet for Sections D through HH to follow. Each evaluator will receive copies of the Evaluation Guide section(s) he or she is responsible for evaluating. The evaluator will perform the evaluation(s), sign and date a copy of this cover sheet, and attach it to his or her evaluation page(s).

The Proposer must address ALL Specific Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated Contract Attachment references). A Proposal Evaluation Team, made up of three or more CHN employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section scores as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

**D NETWORK CONCEPT AND CONNECTIVITY**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	D.1	The CHN requires a core network that supports the Multiprotocol label Switching. Confirm your compliance with this mandatory requirement and describe the approach.		2	
	D.2	Specify how data, packetized voice, and H.323 will be supported through the TTN WAN infrastructure and specify if this occurs within a layer 2 (data Link layer) or Layer 3 (network Layer) architecture as well as how prioritization will be handled.		2	
	D.3	Specify how traffic or packet classification will be handled throughout the TTN WAN infrastructure.		1	
	D.4	Specify how traffic prioritization and classes of service will be accommodated throughout the TTN WAN infrastructure.		1	
	D.5	Specify how traffic congestion avoidance will be handled throughout the TTN WAN infrastructure.		1	
	D.6	Specify how traffic congestion management will be handled throughout the TTN WAN infrastructure.		1	
	D.7	Specify how traffic bursts will be handled throughout the TTN WAN infrastructure.		1	
	D.8	The Proposer shall provide both a Visio drawing and a written, functional description of the proposed TTN network backbone that includes a description for each the following:  a. Physical TTN network backbone's architecture and capacity of the proposed backbone.		8	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		b. Specify the number of Core Network locations that will be deployed as part of TTN. c. Provide a table of the locations for the proposed Core Network (NAP and Point of Presence (POP) sites). d. Specify the design methodology you used to determine the geographical location and quantity of Core Network locations in your physical network design. e. For each Core Network site, specify the geographical territory [or distance in miles] that each Core Network site will service.			
	D.9	Specify the level of redundancy and failover proposed in the Proposer's network including all proposed equipment, circuits, and NAP locations.		2	
	D.10	Indicate your compliance with Universal Access pricing.		2	
	D.11	Specify Proposer's Disaster Recovery plans and policy for reestablishing facilities and services in case of a major disaster (i.e. Telecommunications Service Priority (TSP) System, Government Emergency Telecommunications Service (GETS)). Specify capabilities and security measures necessary to provide and support a mobile workforce, connecting wireless access circuits where there are no available land base circuits. List the types of wireless access circuits that the proposed solution (such as IEEE 802.11g, 802.16/e, 802.20, Very Small Aperture Terminal (VSAT), etc.) would support.		2	
	D.12	Specify the technical approach to establishing logical network partitions (VRF) and future CHN Partners/Initiatives.		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	D.13	Specify your solution(s) for supporting this requirement: CHN has locations with multiple agencies, each requiring their own separate LAN segment. CHN requires that multiple Virtual Local Area Networks (VLANs) be available at these end sites. These VLANs should be delivered via a trunk interface unless separate interfaces are ordered.		3	
<b>NETWORK CONCEPT AND CONNECTIVITY – TOTAL RAW WEIGHTED SCORE</b>					
<b>NETWORK CONCEPT AND CONNECTIVITY – POSSIBLE RAW WEIGHTED SCORE</b>					<b>145</b>
<b>Total Raw Weighted Score</b>		<b>X 15</b>		<b>= SCORE:</b>	
<hr/> <b>Maximum possible raw weighted score (145)</b>		<i>(maximum section score)</i>			

**E BANDWIDTH REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	E.1	Provide a summary indicating the bandwidth that is to be designed and implemented between NAP-to-NAP sites. Provide a Visio type drawing of the physical routes between all NAPs.		3	
	E.2	If POPs are proposed, provide a summary indicating the bandwidth that is to be designed and implemented between NAP-to-POP sites. Provide a Visio type drawing of the physical routes between all NAPs and POPs.		2	
	E.3	Specify how much oversubscribed bandwidth and, or scalability for growth is being designed into the proposed WAN infrastructure for each Core Network connection.		1	
	E.4	Specify how the core was sized and what methodologies will be used to size and engineer each End Site connection.		2	
	E.5	Specify what QoS service levels will be offered for the different End Site WAN Bandwidth and connectivity options.		2	
	E.6	Proposer must provide high-speed packet transport that is based on Ethernet transmission parameters that meet IEEE 802.3, 802.3u, and 802.3z standards. Proposer is required to provide transport bandwidth options from 2 Mbps up to 1G. In addition, the Proposer must: a. Detail any options available under this service (i.e. dedicated vs. shared, Class of Service (CoS), frame		8	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		<p>priority, committed bandwidth, etc.).</p> <p>b. Identify requirements for termination of this service at each location.</p> <p>c. Provide a facilities plan that indicates where this service is currently available and proposed plan and schedule for future expansion and enhancement.</p> <p>d. Specify an estimated target date for deployment if one of the requested services is not available for a specific end site.</p>			
	E.7	Explain in detail the Wavelength services that are available for the proposed TTN solution including terminating locations.		2	
	E.8	Specify the Digital Subscriber Line (DSL) solutions that will be offered to the CHN for direct access to the TTN Core Backbone network. Provide areas of coverage, bandwidth availability.		2	
	E.9	Specify any broadband Cable solutions, through Cable TV contractors, that may be offered to the CHN for direct access to the TTN Core Backbone network. Provide areas of coverage, bandwidth availability.		2	
	E.10	Specify any broadband wireless solutions that may be offered to the CHN for direct access to the TTN Core Backbone network. Wireless solutions shall include but not limited to broadband access from cellular networks as well as satellite options. Provide areas of coverage, bandwidth availability.		2	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	E.11	<p>The CHN Partners desire the capability of obtaining increases in bandwidth within a short timeframe. Beyond the logical service of altering CIR values, describe the technical features of the proposed TTN network that will provide for the bandwidth of specific Service Addresses to be increased within a few hours or days. For example:</p> <p>The TTN Contractor could install high capacity Access Circuits and offer a reduction in monthly fees for unused capacity.</p>		2	
<b>BANDWIDTH REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					<b>140</b>
<b>BANDWIDTH REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					
		<p><b>Total Raw Weighted Score</b></p> <hr/> <p><b>Maximum possible raw weighted score (140)</b></p>	<p><b>X 15</b> <i>(maximum section score)</i></p>	<p><b>= SCORE:</b></p>	

**G NETWORK HOSTS REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	G.1	Specify the connectivity options that are available (depending on data center locations) and the approach for connectivity to the core backbone facilities and connectivity between the data centers.		3	
	G.2	Provide schematics showing the connectivity options from each data center to TTN as well as connectivity between the data centers.		3	
	G.3	Specify the approach to provide data center active/active and failover routing capabilities between the data centers and to TTN.		3	
<b>NETWORK HOST REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>NETWORK HOST REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>45</b>
<b>Total Raw Weighted Score</b>		<b>X 10</b>		<b>= SCORE:</b>	
<hr/> <b>Maximum possible raw weighted score (45)</b>		<i>(maximum section score)</i>			

**H REMOTE ACCESS REQUIREMENTS**

	H.1	Specify broadband Virtual Private Network (VPN) access to the TTN Core Backbone from a commercial Internet Service Provider other than TTN.		2											
	H.2	Specify any Digital Subscriber Line (DSL) solutions that may be offered to the CHN for access to the TTN Core Backbone network. Provide areas of coverage, bandwidth availability.		2											
	H.3	Specify the broadband Cable solutions, through Cable TV contractors, that will be offered to the CHN for access to the TTN Core Backbone network. Provide areas of coverage, bandwidth availability.		2											
	H.4	Specify the broadband wireless solutions that will be offered to the CHN for access to the TTN Core Backbone network. Wireless solutions shall include but not limited to broadband direct access from cellular networks as well as satellite options. Provide areas of coverage, bandwidth availability.		3											
	H.5	Specify the security methods that will be used by RA. Describe how users will be multi-factor authenticated, how administration can be delegated and how usage and logging can be audited.		2											
<b>REMOTE ACCESS REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>															
<b>REMOTE ACCESS REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>125</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;"><b>Total Raw Weighted Score</b></td> <td style="width: 10%; text-align: center;"><b>X 15</b></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;"><b>= SCORE:</b></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: right;"><hr style="width: 80%; margin-left: 0;"/></td> <td style="text-align: center;"><i>(maximum section score)</i></td> <td></td> <td></td> <td></td> </tr> </table>					<b>Total Raw Weighted Score</b>	<b>X 15</b>		<b>= SCORE:</b>		<hr style="width: 80%; margin-left: 0;"/>	<i>(maximum section score)</i>				
<b>Total Raw Weighted Score</b>	<b>X 15</b>		<b>= SCORE:</b>												
<hr style="width: 80%; margin-left: 0;"/>	<i>(maximum section score)</i>														
<b>Maximum possible raw weighted score (125)</b>															

**I QUALITY OF SERVICE (QoS) REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	I.1	Comment on the proposed Forwarding Equivalence Classes (FECs) on E.6		2	
	I.2	Specify how the proposed TTN network will classify different types of traffic.		2	
	I.3	Specify the process for adding additional FECs.		2	
	I.4	Specify the compliance approach to accepting Differential Services (DiffServ) as outlined in RFP Attachment 6.11 for CHN's Utilization of DiffServ. Also, specify any other available technologies that can be utilized to support QoS end to end for the proposed TTN WAN.		3	
	I.5	Describe the methodology used to ensure the QoS levels are provided end to end.		3	
	I.6	Define the Quality of Service (QoS) that is to be provided for the proposed TTN WAN solution including its standards based specification identifier. Specify the deployment and support mechanism for the TTN QoS strategy.		3	
<b>QUALITY OF SERVICE (QoS) REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>QUALITY OF SERVICE (QoS) REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>75</b>
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum possible raw weighted score (75)</b>			<b>X 15</b> <i>(maximum section score)</i>	<b>= SCORE:</b>	

**J VIDEO CONFERENCING**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	J.1	<p>Provide a written description of the network infrastructure and service offering in support of H.323 video conferencing systems and provide details on the following:</p> <ul style="list-style-type: none"> <li>a. Coverage – specify how the TTN WAN infrastructure delivers H.323 video services to those End Site locations requiring it within the CHN (e.g. a regional or Local Access and Transport Area (LATA) based strategy).</li> <li>b. Reliability – specify what reliability and delivery mechanisms are provided to maximize availability of the network for video conferencing services throughout the TTN WAN infrastructure without compromising the transport criteria.</li> <li>c. Migration strategy – provide a description of the migration strategy from the current network, including a cutover strategy that maintains connectivity for video sites on the current network.</li> <li>d. Pre-production validation – specify how the Proposer will test and validate any new service or transport feature(s) without utilizing production resources or negatively impacting performance or capabilities of the production environment for videoconferencing.</li> </ul>		10	
<b>VIDEO CONFERENCING – TOTAL RAW WEIGHTED SCORE</b>					

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score										
<b>VIDEO CONFERENCING – POSSIBLE RAW WEIGHTED SCORE</b>					<b>50</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;"> <b>Total Raw Weighted Score</b> </td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"> <b>X 5</b>  <i>(maximum section score)</i> </td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"> <b>= SCORE:</b> </td> </tr> <tr> <td style="text-align: center;"> <b>Maximum possible raw weighted score (50)</b> </td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					<b>Total Raw Weighted Score</b>		<b>X 5</b> <i>(maximum section score)</i>		<b>= SCORE:</b>	<b>Maximum possible raw weighted score (50)</b>					
<b>Total Raw Weighted Score</b>		<b>X 5</b> <i>(maximum section score)</i>		<b>= SCORE:</b>											
<b>Maximum possible raw weighted score (50)</b>															

**K MULTIPOINT VIDEO SERVICE REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	K.1	Specify the multipoint video services equipment that is being proposed as part of the TTN Multipoint video conferencing service offering that will be available.		1	
	K.2	Specify the video, audio, data, multiplexing, signaling, and multipoint switching techniques and compression algorithms that will be used.		1	
	K.4	Specify the network interfaces supported by the MCUs; including what network speeds are supported.		1	
	K.5	Specify the proposed video conferencing solution's ability to bridge MCUs outside the TTN network.		1	
	K.6	Specify the MCU features including chairperson/director control of operation, Voice activation, Polling, Continuous presence.		1	
	K.7	Specify the MCU connection initiation mode's available (meet-me, dial-out, etc.).		1	
	K.8	After a video conference is arranged, explain any limitations in terms of the user's ability to add additional conference attendees or change transmission speeds in real-time if desired.		1	
	K.9	Specify how videoconference tones are provided to signal a conference attendee entry or exit to a real-time videoconference.		1	
	K.10	Specify how audio-only participants can be added to a real-time videoconference.		1	
	K.11	Specify support for encryption or other security mechanism that is available with the video conferencing service offering.		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	K.12	Specify the log details that are kept on the TTN video conferencing system or TTN Network Operations Center for security and administrative purposes.		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	K.13	Specify your solution for authentication and firewall traversal to allow access to only those authorized for TTN video conferencing.		1	
<b>MULTIPOINT VIDEO SERVICE REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>MULTIPOINT VIDEO SERVICE REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>65</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (65)}} \times 5$			$\text{X 5}$ <p><i>(maximum section score)</i></p>	<b>= SCORE:</b>	

**L VIDEO CONFERENCE SCHEDULING REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	L.1	Specify the video conferencing scheduling system that will be utilized. Provide a detailed description of the features and functionality.		1	
	L.2	Provide the Standard Operating Procedures for scheduling, pre-conference set up, call launch, conference monitoring, troubleshooting problems and disconnection of a multipoint conference.		1	
	L.3	Specify any conferencing service policies and procedures on cancellations.		1	
	L.4	Specify any ad hoc scheduling support the proposed video conferencing service can provide.		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	L.5	Specify the pre-conference activities and advance setup time required for multipoint video conferencing sessions in order to meet the Proposer's defined service level agreements.		1	
<b>VIDEO CONFERENCE SCHEDULING REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>VIDEO CONFERENCE SCHEDULING REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>25</b>
		<b>Total Raw Weighted Score</b> <hr/> <b>Maximum possible raw weighted score (25)</b>	<b>X 5</b> <i>(maximum section score)</i>	<b>= SCORE:</b>	

**M IP MULTICASTING REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	M.1	The Proposer shall specify what industry standards are used for the proposed IP Multicasting service offering and compatibility with other equipment manufacturers.		2	
	M.2	Specify how IP Multicasting addressing schemes will be deployed throughout the TTN WAN infrastructure.		3	
<b>IP MULTICASTING REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>IP MULTICASTING REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>75</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (75)}}$			$\times 15$ <i>(maximum section score)</i>		<b>= SCORE:</b>

**N INTERNET CONNECTIVITY**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	N.1	Provide a Visio block diagram and detailed description of the Internet connectivity strategy being proposed for the TTN WAN infrastructure.		3	
	N.2	Specify the primary Tier 1 Internet Service Provider (ISP) for the TTN Internet access connection. Specify all of the Tier 1, or Tier 2 ISPs that will be connected to the TTN WAN infrastructure.		3	
	N.3	Specify the Tier 1 and Tier 2 peering partners.		3	
	N.4	Specify the total number/type of Internet egress points that are being proposed for the TTN WAN infrastructure.		2	
	N.5	Specify where the proposed Internet egress points shall be located within the TTN WAN infrastructure.		3	
	N.6	Define what the default route strategy shall consist of and provide a functional description for review.		3	
	N.7	The Proposer shall provide information on the type of technologies listed below that can provide Internet coverage. If coverage is not available throughout the CHN, indicate areas of coverage where service is available and not available: a. DSL b. Leased Line c. Optical d. Ethernet		4	

		e. Wavelength 1.25Gb, 10Gb, etc. f. Cable g. Wireless h. Satellite			
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Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	N.8	Describe in detail the security policy, intrusion detection, intrusion prevention, and firewall systems at all egress/ingress points of the TTN network i.e. Remote Access, Internet.		3	
	N.9	Specify how dynamic default routing will be supported for BGP peering for Direct Internet Access.		4	
<b>INTERNET CONNECTIVITY – TOTAL RAW WEIGHTED SCORE</b>					
<b>INTERNET CONNECTIVITY – POSSIBLE RAW WEIGHTED SCORE</b>					<b>140</b>
<b>Total Raw Weighted Score</b>					
<hr/> <b>Maximum possible raw weighted score (140)</b>		<b>X 15</b> <i>(maximum section score)</i>	<b>= SCORE:</b>		

**O CONTENT FILTERING**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	O.1	Specify how the proposed content filtering service offering distinguishes between authorized groups and how overriding will be allowed.		2	
	O.2	Specify the type of filtering done by the content filtering service, (i.e., word-based filtering, IP address/domain name based filtering or other technique).		2	
	O.3	Provide a description of customized block page capabilities and functions.		2	
	O.4	Specify whether the proposed solution will be integrated as a pass-through or pass-by.		2	
	O.5	Specify the implementation and support plan for content filtering for any other End Site location where this service has been requested by a CHN partner.		2	
<b>CONTENT FILTERING – TOTAL RAW WEIGHTED SCORE</b>					
<b>CONTENT FILTERING – POSSIBLE RAW WEIGHTED SCORE</b>					<b>60</b>
<b>Total Raw Weighted Score</b>					
<hr/> <b>Maximum possible raw weighted score (60)</b>		<b>X 10</b> <i>(maximum section score)</i>	<b>= SCORE:</b>		

**P EMAIL SERVICE REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	P.1	Specify the email system proposed and provide a detailed list of the items included with each email account including storage space and services provided, administrative and account management.		2	
<b>EMAIL SERVICE REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>EMAIL SERVICE REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>20</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (20)}} \times 5$			$\text{X 5 (maximum section score)} = \text{SCORE:}$		

**Q NAME SPACE MANAGEMENT REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	Q.1	Specify domain name registration and transitioning services that are provided as part of the Name Space Management service offering (i.e., the registrar, the process of requesting domain names to be registered, etc.)		1	
	Q.2	Specify what is offered in terms of primary and secondary DNS services.		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	Q.3	Specify the maximum number of domains that will be supported for CHN and their end users.		1	
	Q.4	Specify how often DNS records updates will be accepted.		1	
	Q.5	Specify the hardware and software platforms and systems used for all primary and secondary DNS servers.		1	
	Q.6	Specify where all primary and secondary DNS servers shall be located within the TTN WAN infrastructure.		1	
<b>NAME SPACE MANAGEMENT REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>NAME SPACE MANAGEMENT REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>30</b>
<b>Total Raw Weighted Score</b>		<b>X 10</b>		<b>= SCORE:</b>	
<b>Maximum possible raw weighted score (30)</b>		<i>(maximum section score)</i>			

**R ADDRESS SPACE MANAGEMENT REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
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Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	R.1	In the event the current ISPs of the CHN Partners change, specify the proposed strategy for handling the IP address space that will be lost when the CHN Partners switch to the TTN Contractor's ISPs. Include an assessment of the advantages and disadvantages of your proposed strategies.		1	
	R.2	Specify the IP network layer addressing standards and schemes that are recommended for deployment on the new, TTN WAN infrastructure. Specify how much growth is available for your recommended IP network layer addressing schemes.		1	
	R.3	Specify how the TTN Proposers will manage and allocate IP network layer addresses.		1	
	R.4	The CHN requires support for entities attaching to the TTN Network that use their own private network addresses. Specify how the Proposer will comply with this requirement.		1	
	R.5	Specify how the proposed TTN network will provide connectivity between the different Virtual Route Forwarding (VRF) while each are using the same IP address scheme.		1	
	R.6	IPv6 Transition: The current CHN network uses an IPv4 network address scheme. Even though the CHN does not currently have a timeline for this transition, the Proposer shall specify a strategy and design for adopting and deploying IPv6 in an incremental, dispersed cost efficient manner, while providing direct interoperability between IPv6 and IPv4 systems.		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	R.7	Detail the ability to meet the CHN requirement for the TTN network to be compatible with customer public and private IPv4 and IPv6 addressing.		2	
<b>ADDRESS SPACE MANAGEMENT REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>ADDRESS SPACE MANAGEMENT REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>40</b>
		<b>Total Raw Weighted Score</b>		<b>X 10</b>	<b>= SCORE:</b>
		<b>Maximum possible raw weighted score (40)</b>		<i>(maximum section score)</i>	

**T CONTRACTOR’S NOC AND MONITORING**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	T.1	Identify the NOC that will serve the CHN and the TTN network. Specify how CHN technical staff will communicate with TTN Contractor technical staff in the NOC, including telephone, e-mail, and other online contact. Identify which secondary NOC, will be used as a backup.		3	
	T.2	Confirm Proposer’s Network management System(NMS) and specify in detail, the system that supports the CHN: a. Clearly identify the devices and capabilities of the		15	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		<p>system for generating alarms and alerts.</p> <p>b. Provide examples of output from such system or application screen-shots.</p> <p>c. Specify Contractor policies and procedures that are followed to notify the CHN NOSC/NOCs when major or catastrophic alarms/alerts are received.</p> <p>d. Specify the backup system</p> <p>e. Viewing/receiving Alarms and Alerts: Specify what types of alarms and alerts are available for viewing/receiving and how and when they are generated.</p> <p>f. Time Intervals: Identify time intervals Proposer has established that determine when an outage has occurred and when reported to the CHN.</p> <p>g. Reaction to Alarms: Specify what immediate steps are taken once an alarm is received.</p> <p>h. Recurring Events: Specify what procedures are in place to mitigate recurring events.</p> <p>i. Scope of Monitoring: Clearly identify, with examples, at what point monitoring ends.</p>			
	T.3	<p>Integration with the Trouble Ticketing System: Specify how the alarm and alert system or application is integrated into the Trouble Ticketing System used to support the TTN network so that Trouble Tickets can automatically be opened when an alarm or alert is discovered.</p>		2	
	T.4	<p>The Proposer shall operate a real-time, CHN-of-the-art performance and error monitoring system that will be used in the delivery of the TTN services:</p> <p>a. Specify in detail, the system provided and how it will</p>		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		be used to support The CHN and the TTN network. b. Provide examples of output from such system or application screen-shots.			
	T.5	Identify specific types of performance information that is being evaluated and how degradation of service is determined.		2	
	T.6	Identify the immediate steps that are taken once there is degradation of service or errors encountered and the procedures that are in place to address these events.		2	
	T.7	Define your process on how you will respond to problems immediately.		2	
	T.8	Identify what types of performance issues and errors are reported immediately.		1	
	T.9	The CHN requires that the Proposer operate a real-time, CHN-of-the-art monitoring system that monitors the TTN Network and creates exception reports to be used in the management of the TTN network. The Proposer must: a. Specify the exception monitoring system in detail and how it will be used. b. Specify how TTN Association Partners will be notified when exceptions have been encountered that impact service delivery.		2	
	T.10	Address specific performance monitoring criteria as it pertains to data, VoIP and multimedia bandwidth usage. Address each performance aspect individually, showing what is measured and how it is measured.		1	
	T.11	Identify polling intervals used for each technology type.		2	
	T.12	Provide threshold levels observed for each technology-type including the latency time window adopted that generate an exception.		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	T.13	Specify the types of exceptions that are reported immediately and those that are monitored for a period of time.		2	
	T.14	Training must be provided for the proposed monitoring system. Training must be provided for at least 70 TTN users. Specify the training.		1	
	T.15	Identify any other needed hardware or software for access to the monitoring system. The monitoring system should provide a graphical interface to the web browser. This system or application must support at least 70 concurrent authorized CHN users.		1	
	T.16	The CHN Partners requires the flexibility to view the monitoring system information by identifiers recognizable by the CHN. Examples are Agency Name; Circuit ID, VPN, and CPE name. Specify how the system offers this flexibility.		1	
	T.17	Specify whether the information that is contained in the monitoring system will be filtered before it will be disseminated to the CHN. If it is filtered prior to dissemination, specify what is being filtered before it reaches the CHN Partners.		1	
	T.18	Specify the out-of-band management provided to each End Site Edge Device and how it will be secure.		1	
<b>CONTRACTOR'S NOC AND MONITORING – TOTAL RAW WEIGHTED SCORE</b>					
<b>CONTRACTOR'S NOC AND MONITORING – POSSIBLE RAW WEIGHTED SCORE</b>					<b>215</b>
<b>Total Raw Weighted Score</b>		<b>X 20</b>			<b>= SCORE:</b>
<hr/> <b>Maximum possible raw weighted score (215)</b>		<i>(maximum section score)</i>			

**U SERVICE LEVEL AGREEMENT MANAGEMENT REQUIREMENTS**  
 (See Contract Attachment A)

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	U.1	<b>Core Backbone Availability.</b> The Core Backbone network infrastructure of the TTN WAN shall have a minimum monthly network availability factor of 99.999%. Note: the network availability factor must be calculated for the entire Core Backbone network infrastructure and not for a per circuit basis. Specify the formula, metrics and data elements monitored for calculating Core Backbone availability in a 30-day calendar month. Specify your proposed Core Backbone availability factor. Specify compliance with this SLA.		3	
	U.2	<b>End Site to Core Backbone Availability.</b> The network infrastructure consisting of WAN services and the edge devices managed by the Contractor as part of the availability requirement shall have a minimum monthly network availability factor of 99.95%; based on a 30-day month, this equates to 21 minutes of un-scheduled network downtime per end site. Specify the formula, metrics and data elements monitored for calculating End Site to Core Backbone availability in a 30-day calendar month. Specify your proposed End Site to Core Backbone availability factor. Specify compliance with this SLA.		3	
	U.3	<b>CHN Data Center Direct Internet Access (DIA) Service Availability.</b> CHN will utilize Direct Internet Access (DIA) services from the Data Center(s) to the Internet to provide aggregate Internet access to all CHN end sites on TTN. The Data Center DIA shall have a minimum monthly		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		availability factor of 99.999% per 24-hour day per calendar month. Specify the formula, metrics and data elements monitored for calculating CHN Data Center Direct Internet Access circuit availability in a 30-day calendar month. Specify your proposed CHN Data Center Direct Internet Access service availability factor. Specify compliance with this SLA.			
	U.4	<b>CHN Data Center Point-to-Point Circuit Availability.</b> CHN will utilize point-to-point circuits between its Data Centers to support data replication and alternate routes into each Center. The Data Center point-to-point circuit shall have a minimum monthly availability factor of 99.999% per 24-hour day per calendar month. Specify the formula, metrics and data elements monitored for calculating CHN Data Center Point-to Point circuit availability in a 30-day calendar month. Specify your proposed CHN Data Center Point-to-Point circuit availability factor. Specify compliance with this SLA.		3	
	U.5	<b>TTN Internet Access WAN Service Availability.</b> Each TTN Internet Access WAN Service Availability shall be => 99.999% per 24 hour day per calendar month. Specify the formula, metrics and data elements monitored for calculating TTN Internet Access Availability in a 30-day calendar month. Specify your proposed TTN Internet Access Availability factor. Specify compliance with this SLA.		3	
	U.6	<b>TTN Internet/Internet2 Availability to First Hop Beyond the TTN Default Gateway Devices.</b> TTN Internet/Internet2 Availability shall be => 99.95% per 24 hour day per calendar month. TTN Internet/Internet2 Availability will be based on a 5 minute sampling rate, presented on a per hour basis for a 24 hour day and calculated based on the ratio of total availability over		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		total possible availability for that 24 hour day basis for the entire calendar month. Specify compliance with this SLA.			
	U.7	<b>TTN Edge Device to NAP Average Jitter Measurement.</b> The TTN Edge Device to NAP Average Jitter shall be $\leq 5$ ms. Specify the formula, metrics and data elements monitored for calculating the TTN Edge Device to NAP Average Jitter Measurement. Specify your proposed TTN Edge Device to NAP Average Jitter Measurement. Specify compliance with this SLA.		3	
	U.8	<b>TTN Edge Device Errored Packets.</b> The TTN Edge Device Errored Packets shall be $\leq .75\%$ total Errored Packets (e.g., bad packets) per 24 hour day for the entire calendar month. Specify the formula, metrics and data elements monitored for calculating the TTN Edge Device Hourly Device Errored Packets. Specify your proposed TTN Edge Device Hourly Device Errored Packets factor. Specify compliance with this SLA.		3	
	U.9	<b>TTN Edge Device to the 1<sup>st</sup> Hop in the Core Average Round-Trip Response Time Delay.</b> The TTN Edge Device to the 1 <sup>st</sup> Hop Average Round-Trip Response Time Delay shall be $\leq 20$ ms per 24 hour day per calendar month. Specify the formula, metrics and data elements monitored for calculating TTN Edge Device to the 1 <sup>st</sup> Hop in the Core Hourly Average Round-Trip Response Time Delay. Specify your proposed TTN Edge Device to the 1 <sup>st</sup> Hop in the Core Average Round-Trip Response Time Delay factor. Specify compliance with this SLA.		3	
	U.10	<b>TTN Average Round Trip Latency, End Site to CHN Data Centers.</b> The TTN End Site to CHN Data Center TTN Edge Device Average Round Trip Latency shall be $\leq 125$		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		ms per 24 hour day per calendar month. Specify the formula, metrics and data elements monitored for calculating TTN Average Round Trip Latency, End Site to CHN Data Center. Specify your proposed TTN Average Round Trip Latency, End Site to CHN Data Center factor. Specify compliance with this SLA.			
	U.11	<b>Report for End Site to Core WAN Circuit Hourly Average Bandwidth Utilization.</b> The TTN Edge Device to Core WAN Circuit Average Hourly Inbound Bandwidth Utilization and the Hourly Average Outbound Bandwidth Utilization: =< 80% average bandwidth utilization per 24 hour day per calendar month. Specify the formula, metrics and data elements monitored for calculating End Site to Core Bandwidth Utilization. Specify compliance with this SLA.		3	
	U.12	<b>TTN Internet Access Hourly Average Bandwidth Utilization.</b> Each TTN Internet Access Hourly Average Inbound Bandwidth Utilization and the Hourly Average Outbound Bandwidth Utilization =< 80% per hour for the entire calendar month. Specify the formula, metrics and data elements monitored for calculating TTN Internet Access Hourly Average Bandwidth Utilization. Specify compliance with this SLA.		3	
	U.13	<b>NAP to NAP Core WAN Circuit Hourly Average Bandwidth Utilization.</b> The NAP to NAP to Core WAN Circuit Average Hourly Inbound Bandwidth Utilization and the Hourly Average Outbound Bandwidth Utilization: =< 80% per hour for the entire calendar month. Specify the formula, metrics and data elements monitored for calculating NAP to NAP Core WAN Circuit Hourly Average Bandwidth Utilization. Specify compliance with this SLA.		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	U.14	<b>End Site Critical Problem Identification and Problem Resolution.</b> Critical Problem fixed: three hours or less. Specify your compliance with above SLA.		3	
	U.15	<b>End Site Major Problem Identification and Problem Resolution.</b> Major Problem fixed: six hours or less. Specify your compliance with above SLA.		3	
	U.16	<b>End Site Minor Problem Identification and Problem Resolution.</b> Minor Problem fixed: eight hours or less. Specify your compliance with above SLA.		3	
	U.17	<b>Ordering, Installing, Conducting Verification Testing for New or Upgraded End Sites.</b> Ordering, Installing, Testing and Incorporating into monitoring tools for any new, changed, or upgraded End Site Location’s WAN connection: 30 calendar days or less, with the exception of end site unavailability, or network facilities which must conform to 45 business days, or if the 30 <sup>th</sup> calendar day falls on a weekend or CHN holiday. This time period will be less than 30 calendar days if so offered by the Contractor. Fiber-based facilities for Ethernet and Wavelength must conform to 60 days. Specify your compliance with above SLA.		3	
	U.18	<b>Configuration Management Services – Reactive Critical.</b> Critical Configuration Response: 15 Minutes or Less for Live Video Sessions and Security Issues. Critical Configuration Response: Three hours or less for others. Specify your compliance with above SLA.		3	
	U.19	<b>Configuration Management Services – Reactive Major.</b> Major Configuration Response: six hours or less. Specify your compliance with above SLA.		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	U.20	<b>Remote Access (RA) Configuration Management Services - Proactive.</b> Remote Access (RA) Configuration Management Services include the establishment of new RA accounts as well as any changes or deletions of RA accounts. Proactive Configuration Response: three calendar days. Specify your compliance with the above SLA.		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	U.21	<b>Report for Security Administration Management Services.</b> All Critical and Major Security incidents shall be reported by the TTN Contractor weekly. Specify your compliance with above SLA.		3	
<b>SERVICE LEVEL AGREEMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>SERVICE LEVEL AGREEMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>315</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (315)}}$		$\times 20$ <i>(maximum section score)</i>		<b>= SCORE:</b>	

**V NETWORK MANAGEMENT REPORTING REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	V.1	Specify the proposed problem identification, isolation, and resolution process. Include a block diagram depicting the workflow process between the CHN Partner end site and the TTN Contractor's NOC support Levels 1, 2, and 3.		3	
	V.2	Specify the proposed TTN outsourced network management service offering's problem severity definition including categories proposed.		3	
	V.3	Specify the proposed problem escalation procedures required to meet the defined SLAs. Specify the escalation procedures for taking a problem from Level 1 to Level 2 to Level 3.		3	
	V.4	Specify how the proposed TTN outsourced network management service offering will accommodate the CHN's request/need to modify or enhance the defined Fault Management procedures.		3	
	V.5	Provide sample formats for the following Fault Management monthly reports: a. Call Tracking b. Circuit Restoration Time c. WAN Circuit Trouble Ticket d. End Site Equipment Restoration Time e. End Site Equipment Trouble Ticket f. End Site Service Trouble Ticket Restoration Time g. End Site Service Trouble Ticket h. Video End Site Uptime/Downtime Report		16	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	V.6	Specify how you will access and utilize CHN's Remedy system to support the CHN Fault Management process.		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	V.7	The CHN requires that the Proposer operate a trouble ticketing function that includes online system availability CHN wide. Specify in detail the trouble ticketing system that will be utilized to support sites other than CHN. Include a description of any interface options available to support other trouble ticketing systems.		3	

<b>NETWORK MANAGEMENT REPORTING REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>NETWORK MANAGEMENT REPORTING REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>170</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (170)}}$		$\times 15$ <i>(maximum section score)</i>	<b>= SCORE:</b>		

**W PERFORMANCE MANAGEMENT TECHNICAL REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	W.1	Specify what network management applications, tools, and utilities will be used to conduct SNMP polling and data collection and how and where this data will be archived within the NMS including reference to the specific reports used to satisfy the included requirements.		4	
	W.2	Explain how and when the NMS will be used to monitor and verify network traffic performance during the initial migration and cutover of TTN End Site locations onto the new, TTN WAN infrastructure.		3	
	W.3	Specify how storing and retrieving data for no less than 13 months from the date of retrieval will be handled.		3	
	W.4	Specify how End Site to Core Network traffic bottlenecks are identified and minimized.		4	
	W.5	Specify what the procedures are for conducting proactive capacity planning analyses on End Site to Core Network connections for the TTN WAN infrastructure.		4	
	W.6	Specify how event correlation analysis is conducted and how the results of the efforts are applied. Provide procedures that specify when event correlation analysis is initiated and how the results are applied.		2	
	W.7	Specify how the result of the event correlation analysis of the TTN transport is utilized to prevent future service affecting events.		2	
	W.8	Specify how the Trouble Ticketing System is used to support the efforts to arrive at root cause analysis.		2	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	W.9	Specify how a trend analysis is conducted on managed services. Provide policies and procedures that drive when trend analysis is initiated and how the results are applied.		2	
	W.10	Specify how degradation tracking of TTN managed services is accomplished and examples of how services are tracked. Provide thresholds that trigger opening of a trouble ticket and provide remediation. Specify any variations of tracking as it pertains to data, VoIP and multimedia.		2	
	W.11	The CHN requires, for diagnostic purposes, the ability to occasionally view or monitor application-layer traffic traversing TTN. The CHN requires monitoring end-to-end response times as applications are released over TTN in order to determine application performance levels. Specify time intervals that can be included in a report. Indicate whether or not the report can be accessed and displayed via web browser.		3	
	W.12	The CHN Partners require a web browser performance system with the ability to provide statistics such as bandwidth utilization to authorized TTN end users. Specify the proposed browser-based performance system including its ability to provide the following statistics to individual CHN Partners: <ul style="list-style-type: none"> <li>a. End Site to Core Network Circuit Availability</li> <li>b. End Site to Core Network Circuit Average Bandwidth Utilization</li> <li>c. TTN Edge Device Errored Packets</li> <li>d. TTN Edge Device to Core Network Average Round-Trip Response Time</li> <li>e. TTN Edge Device to Default Internet Gateway Average Round-Trip Response Time Delay</li> <li>f. TTN Internet Access WAN Circuit Availability</li> </ul>		12	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		g. TTN Internet Access WAN Circuit Average Bandwidth Utilization h. Core Backbone Network Availability i. TTN Edge Device to NAP Average Jitter Measurement for Voice and Video End Sites j. TTN Average Hourly Round Trip Latency, NAP to Edge Device k. TTN Average Hourly Round Trip Latency, NAP to NAP l. TTN Average Hourly Packet Loss, NAP to NAP			
<b>PERFORMANCE MANAGEMENT TECHNICAL REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>PERFORMANCE MANAGEMENT TECHNICAL REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>215</b>
		$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (215)}} \times 15$ (maximum section score)	<b>= SCORE:</b>		

**X SECURITY AND ADMINISTRATION MANAGEMENT REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	X.1	Provide details on the proposed TTN Security and Administration plan that shall encompass the TTN infrastructure. The Proposer shall be knowledgeable of the security policies and requirements of CHN.		10	
	X.2	The Proposer shall specify how the TTN Security and Administration plan will address the confidentiality and integrity of data traversing across the TTN infrastructure. At a minimum, the plan must include: a. Ingress and Egress access control b. Routing and path integrity c. VPN and/or encryption services.		8	
	X.3	The Proposer shall specify the process and procedures for the third party bi-annual security audits and penetration analysis.		4	
	X.4	The Proposer shall specify whether shared network components such as servers and network hardware components are used and how these platforms will be secured.		4	
	X.5	Explain how network traffic on TTN will be captured, recorded, correlated and/or monitored for security event analysis.		4	
	X.6	Provide samples of the TTN Network Security and Administration Management service offering's weekly reports. These reports shall include at a minimum the following: a. Details of security violations and/or intrusion attempts including		6	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		remediation steps and solutions to avoid future occurrences b. Details on lost or damaged data and/or equipment c. Describe the report distribution process.			
	X.7	Describe how the security controls will be implemented and maintained between TTN locations.		4	
	X.8	Specify how the environment will handle administrative and/or user credential authentication, validation and management.		3	
	X.9	Describe the incident response process including the reporting and event correlation processes and escalation processes and procedures.		4	
<b>SECURITY AND ADMINISTRATION MANAGEMENT REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>SECURITY AND ADMINISTRATION MANAGEMENT REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>235</b>
		<b>Total Raw Weighted Score</b>		<b>X 15</b>	<b>= SCORE:</b>
		<u>Maximum possible raw weighted score (235)</u>		<i>(maximum section score)</i>	

**Y CONFIGURATION MANAGEMENT REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	Y.1	Provide examples of the Configuration Management reports that will be provided to the CHN Partners.		2	
	Y.2	Specify the software and other tools used in creating the Configuration Management databases and reports containing information on managed services.		2	
	Y.3	Specify the process and methodology for rapid modifications of configurations. Address the time intervals required for a change to occur for each type of configuration affected.		2	
	Y.4	Provide a description of the tools necessary for Configuration Management.		2	
	Y.5	Specify how the Configuration Management requests and changes will be coordinated with each TTN Partner.		2	
	Y.6	Specify how the Configuration Management process will impact operational procedures.		2	
	Y.7	Specify, in detail, how CHN Partners will be able to view the Configuration Management databases.		2	
	Y.8	Provide a copy of the Configuration Management operating procedures for the installation, testing and verification of TTN hardware and software.		2	
	Y.9	Specify the standard operating procedures for conducting End Site Edge Device upgrades or replacements.		2	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	Y.10	Specify the standard operational procedures for conducting End Site circuit configuration changes.		2	
	Y.11	Specify how the Configuration Management system will be linked into the Network Management system to trigger needed upgrades or configuration changes.		2	
	Y.12	Specify the methodology and procedures to ensure the TTN network is kept current with security patches and upgrades pertaining to the Contractor-managed CPE and Core Network components.		2	
	Y.13	Provide samples of the following weekly/monthly requested reports (a separate report does not have to be generated for each item if the information can be consolidated): a. TTN Level 1 and Level 2 Configuration Change Summary Report b. Individual End Site Reactive Configuration Change Summary c. Individual End Site Proactive Configuration Change Summary (e.g., configuration changes that are pre-scheduled for the following month) d. Updates or Changes to Configuration Documentation Summary e. Up-to-Date Inventory Summary for each End Site f. TTN End Site Installation, Network Acceptance Testing, and End Site Certification Summary Report. g. Remote Access Configuration Change Summary Report		14	
<b>CONFIGURATION MANAGEMENT REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>CONFIGURATION MANAGEMENT REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>190</b>

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (190)}} \times 15$ <i>(maximum section score)</i>	<b>= SCORE:</b>		

**Z GENERAL RESPONSIBILITIES**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	Z.1	For any hardware or software component used by the TTN Contractor in the TTN wide area network infrastructure specify where a vendor or manufacturer proprietary (e.g., non-open or non-industry-standard) hardware or software solution is going to be used and in what capacity.		1	
	Z.2	The project's overall quality control and an overall quality assurance plan must be described as part of this requirement. The Proposer must describe how it envisions ensuring quality control as part of its quality assurance plan and must submit this as part of this requirement's response.		2	
	Z.3	The TTN Contractor shall appoint a representative with management responsibility for overall project quality. This individual will be the primary point of contact to the CHN's Executive Director. The TTN Contractor's Project Manager shall have intimate knowledge of the project's status and be accessible to the CHN's Executive Director on an as needed basis. Please provide the resume of the individual who shall act as		1	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		the project’s overall Project Manager on behalf of the TTN Contractor.			
<b>GENERAL RESPONSIBILITIES – TOTAL RAW WEIGHTED SCORE</b>					
<b>GENERAL RESPONSIBILITIES – POSSIBLE RAW WEIGHTED SCORE</b>					<b>20</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (20)}} \times 5$			<i>(maximum section score)</i>	<b>= SCORE:</b>	

**AA MIGRATION AND IMPLEMENTATION**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	AA.1	Proposer shall provide, as a part of the Proposal, a six month implementation schedule detailing the provisioning of the core backbone (Phase 1). The implementation plan is to include: a. Provisioning of the Core Network circuits b. Provisioning of Proposer’s equipment at the Core Network locations c. Provisioning connectivity of the existing CHN Core network to the new TTN Core network		9	
	AA.2	The Proposer shall furnish, as a part of the Proposal, an implementation plan of End Sites that requires the migration of all CHN locations over a 12-month period.		4	
	AA.3	The Proposer shall explain how connectivity will be		2	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		maintained between End Sites on the existing CHN network with End Sites on the new TTN network for data, video, and any existing IP Telephony sites.			
	AA.4	The Proposer shall explain the technology and techniques used for integration and acceptance testing of a data End Site, video, and any existing IPT sites.		2	
	AA.5	The Proposer shall specify compliance with a burn-in period of 10 business days for each migrated site.		2	
	AA.6	Specify how core connectivity will be maintained between the existing CHN Network and the new TTN Network during migration at no charge.		2	
	AA.7	The Proposer shall provide a description of tools necessary for configuration management and building CHN partner's End Site databases.		2	
	AA.8	The Proposer shall specify estimated downtime for an End Site during the cutover process for the following type of End Sites: a. Data b. Video		6	
	AA.9	The Proposer shall provide a detailed narrative of agreements with existing Incumbent Local Exchange Carriers (ILECs). The CHN requires the TTN Contractor to act as a single point of contact for order, installing, troubleshooting, maintaining, and billing services within the ILEC territories.		2	
	AA.10	The Proposer must specify their existing technician/installer base in Tennessee and identify all locations where technicians/installers will be deployed from to support TTN.		2	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	AA.11	<p>Proposer must understand that there will be costs associated with migrating from the CHN's existing network (see RFP Attachment 6.14 for the existing CHN network overview diagram.) The Proposer is responsible for all costs associated with the migration. Proposer must detail all conversion-related tasks and the associated time frames for these conversions. Conversion considerations must include, at minimum, the following:</p> <ul style="list-style-type: none"> <li>a. Conversions for the backbone and, or end-site circuits where changes in physical circuits or switch port connections are required.</li> <li>b. As the network is migrated, the existing and the proposed networks must be able to connect to allow effective communications between the new network and the old network. Proposers must explain how they propose to connect CHN and TTN.</li> <li>c. The Proposer will be responsible for all costs associated with duplicate backbone circuits during conversion.</li> </ul>		10	
	AA.12	The Proposer shall provide an end site specific migration plan that includes options for end site surveys and end site order processing as outlined in Attachment I, paragraph I.2.o.		3	
<b>MIGRATION AND IMPLEMENTATION – TOTAL RAW WEIGHTED SCORE</b>					
<b>MIGRATION AND IMPLEMENTATION – POSSIBLE RAW WEIGHTED SCORE</b>					<b>230</b>
<b>Total Raw Weighted Score</b>				<b>X 15</b>	<b>= SCORE:</b>
<b>Maximum possible raw weighted score (230)</b>				<i>(maximum section score)</i>	

**BB BILLING REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	BB.1	Provide the Invoicing Contact’s information. This information shall include contact name, title, address, local Nashville telephone number or toll free number, facsimile number, and email address. All invoicing contact information shall be updated with the CHN’s Billing Services and CHN when changes in personnel occur during the contract term.		3	
	BB.2	Specify the billing date cutoff periods and process.		2	
	BB.3	Specify the approach of providing credit related items and Contractor payments in the form of a check to the CHN.		3	
	BB.4	Specify the approach to resolving billing disputes including benchmark timelines and CHN responsibilities.		3	
	BB.5	Specify the process including benchmark timelines involved in the refund and credit process.		2	
	BB.6	Specify billing escalation process.		3	
	BB.7	Specify the process for tracking the status of billing issues, inquiries, credits, refunds, and disputes.		2	
	BB.8	Specify the approach to the MACD invoicing and authorization process.		2	
<b>BILLING REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>BILLING REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>100</b>
<b>Total Raw Weighted Score</b>			<b>X 10</b>	<b>= SCORE:</b>	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
<b>Maximum possible raw weighted score (100)</b>		<i>(maximum section score)</i>			

**CC RENEGOTIATION AND COMPETITIVE RATES**  
 (See Contract Attachment K)

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	CC.1	Specify Proposer’s approach for rate reductions.		6	
<b>RENEGOTIATION AND COMPETITIVE RATES – TOTAL RAW WEIGHTED SCORE</b>					
<b>RENEGOTIATION AND COMPETITIVE RATES – POSSIBLE RAW WEIGHTED SCORE</b>					<b>30</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (30)}}$		$\times 10$ <i>(maximum section score)</i>		<b>= SCORE:</b>	

**DD LOCAL/CHN ACCOUNT TEAM**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	DD.1	Provide a Statement of confirmation that the Proposer has, or will have within thirty (30) days following contract award, a single dedicated CHNwide account		3	

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
		team for TTN coordination, ordering, billing, problems, questions and overall responsibility.			
<b>LOCAL/CHN ACCOUNT TEAM – TOTAL RAW WEIGHTED SCORE</b>					
<b>LOCAL/CHN ACCOUNT TEAM – POSSIBLE RAW WEIGHTED SCORE</b>					<b>15</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (15)}} \times 5$			<i>(maximum section score)</i>	<b>= SCORE:</b>	

**EE EVOLVING AND EMERGING TECHNOLOGIES REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	EE.1	Specify how evolving and emerging technologies will be addressed and the approach taken to incorporate changes into the overall TTN architecture.		9	
	EE.2	The Proposer shall describe the VoIP design architecture, components and services necessary to provide VoIP. Include information regarding the support of both a network based or premise based solution and the risk and benefits of each approach.		6	
<b>EVOLVING AND EMERGING TECHNOLOGIES REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>EVOLVING AND EMERGING TECHNOLOGIES REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>75</b>

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (75)}} \times 10 \text{ (maximum section score)} = \text{SCORE:}$					

**FF ONGOING TECHNOLOGY REFRESH REQUIREMENTS**

Proposal Page #	Eval Item #	SPECIFIC REQUIREMENT ITEMS	Score	Weight	Weighted Score
	FF.1	Specify the approach in how a technology refresh of Proposer provided CPE will be addressed in support of TTN for data, VoIP, and multimedia services. Include hardware/software upgrades or replacement and modifications to software/firmware of Contractor-managed CPE will be addressed.		5	
<b>ONGOING TECHNOLOGY REFRESH REQUIREMENTS – TOTAL RAW WEIGHTED SCORE</b>					
<b>ONGOING TECHNOLOGY REFRESH REQUIREMENTS – POSSIBLE RAW WEIGHTED SCORE</b>					<b>25</b>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum possible raw weighted score (25)}} \times 5 \text{ (maximum section score)} = \text{SCORE:}$					

**ATTACHMENT 6.4**

**COST PROPOSAL & SCORING GUIDE**

**NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.**

<b>PROPOSER NAME:</b>	
<b>SIGNATURE &amp; DATE:</b>	

**NOTE:** The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer’s chief executive or president, this Cost Proposal & Scoring Guide SHALL attach evidence showing the Signatory’s authority to bind the Proposer.

**COST PROPOSAL SCHEDULE**

The Proposer must respond to the RFP by entering its proposed costs into “RFP Attachment 6.4 – Cost Proposal Spreadsheet: Years 1 – 5,” and ”RFP Attachment 6.4 – Cost Proposal Spreadsheet: Years 6 – 10” (the “Cost Proposal Spreadsheets”).

The Proposer must fill out the Cost Proposal Spreadsheets, and must propose a cost for every cell on every line item. The Cost Proposal cells for each of the ten (10) years are formatted to round and display four (4) places to the right of the decimal point. While the spreadsheet will allow it, The Proposer should NOT enter more than four (4) digits to the right of the decimal point; i.e. .9999. In the event that a Proposer does enter more than four digits to the right of the decimal point, the CHN will refer to the hard copy of the Cost Proposal Spreadsheet, which must be included in the Proposer’s Cost Proposal. The CHN will truncate the number entered in the electronic spreadsheet to match the number that Excel produced on the hardcopy according to the standard Excel rounding rules. For example, .55555 would be rounded and truncated to .5556; .55554 would become 5555. After the completion of any necessary rounding and truncations, the electronic spreadsheet will be recalculated accordingly, and the resulting evaluation cost amount will be used in the Cost Proposal score calculation.

Detailed instructions for filling out the Cost Proposal Spreadsheets are included below.

The proposed costs, detailed in the Cost Proposal Spreadsheets, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The costs proposed must take into account the concept of Universal Pricing, as described in RFP Section 1.1.1. The Cost Proposal Spreadsheets and line items are predefined and fixed for evaluation purposes in order to achieve comparable offers. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the CHN. All monetary amounts are United CHNs currency.

For E-rate eligible services, then CHN will pay only the non-discounted portion of the services. If, by some fault of the Contractor, the CHN does not qualify for E-Rate funds, or fails to qualify for the entire amount of the approved discounted rate, the unfunded FCC portion of the payment rates will be the responsibility of the Contractor.

The CHN will utilize the proposed pricing from the Cost Proposal Spreadsheets in the RFP evaluation process to provide a cost model comparison, as well as to estimate the magnitude of recurring costs involved.

After the CHN has made an award under this RFP, during the Contract approval process, the CHN will transcribe the proposed costs from the Cost Proposal Spreadsheets to Contract Attachment B, TTN Catalog of Service Offerings. The CHN requires a "Catalog of Services" that contains the unit prices of the different services offered to an End Site.

One of the goals of this catalog is to simplify the ordering process and costing model by reducing the number of line items that an End Site would need to order to get all of the desired services. In this approach, certain network and services sought under the RFP are to be bundled within the specialized line item pricing. These items include:

- The core backbone and end site hardware
- IP/MPLS
- Internet Access
- Video Scheduling and Management Services
- Network Management
- Network Performance and Service Level Agreements
- Email services
- LAN interfaces
- Security
- Operational Support

End Sites will have a catalog of services from which to choose services and network costs. The catalog is the only form of pricing under the RFP and Proposer must clearly CHN within its proposal all costs related to services.

Detailed Instructions for Filling out RFP Attachment 6.4 – Cost Proposal Spreadsheets

The Proposer is required to supply the line item costs for every line item given in the Cost Proposal Spreadsheets. The Proposer must provide a price for each item requested in the unit requested.

Note that the "usage" amounts that appear in the Cost Evaluation Model are for evaluation purposes only. These usage amounts are in no way binding upon the CHN and do not commit the CHN to purchase services from the Proposer in any particular quantities, or to purchase any services at all. A blank cell in the usage column means that the CHN has not established a usage amount for this item and calculations using such cells will result in zero (0) costs for that item for that year. However, the vendor MUST still propose a cost for every cell on every line item, regardless of whether the usage amount is blank or not.

Each page contains one or more category(ies) of services. Above each category listing is an explanation of the category and items in the listing.

On each Cost Proposal Spreadsheet, five (5) columns are provided for unit prices – one for each year (1-5 and 6-10) of the contract. The Proposer has the option of varying the unit prices by year to accommodate the anticipated development, cutover/migration, and growth of the TTN CHNwide network. THE PROPOSER MUST RESPOND TO EVERY CELL WITHIN EVERY ROW IN THE COST PROPOSAL SPREADSHEETS. Remember, the Proposer should not enter more than four (4) digits to the right of the decimal point.

IMPORTANT NOTE: DO NOT MODIFY, ADD TO, MAKE NOTES CONCERNING, OR OTHERWISE QUALIFY IN ANY WAY THE COST PROPOSAL SPREADSHEETS OR THE ITEMS LISTED THEREIN. WITH THE EXCEPTION OF PROPOSER IDENTIFICATION INFORMATION AND THE PROPOSED COSTS, THE COST PROPOSAL SPREADSHEETS MUST REMAIN EXACTLY AS PUBLISHED ON THE CHN'S WEBSITE.

If the Proposer fails to detail all cost information for the services proposed as required, the CHN shall determine the proposal to be non-responsive and reject it. The Proposer may propose a cost of zero; however, the Proposer should not leave any Cost Proposal cell blank. For evaluation and contractual purposes, the CHN shall interpret a blank Cost Proposal cell as a zero (0).

Proposal Submission of the Cost Proposal Spreadsheets

The Proposer will submit the Cost Proposal Spreadsheets as a part of its Proposal in accordance with the instructions given in RFP Sections 3.1.3 and 3.1.4.

**Cost Evaluation Model**

The CHN will use the Cost Proposal Spreadsheets to calculate the "Evaluation Cost Amount".

The CHN will then add TOTAL COSTS for all line items to calculate the "Evaluation Cost Amount." The Evaluation Cost Amount will then be entered into the following formula to derive the Proposer's Cost Proposal score:

$$\frac{\text{Lowest Evaluation Cost Amount}}{\text{Evaluation Cost Amount Being Evaluated}} \times 425 = \text{Score}$$

## PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 155	<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>	
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>GENERAL APPROACH – SECT. C, PART 1</b> Maximum Points: 70						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>SPECIFIC REQUIREMENTS – SECTIONS D - HH</b>						
<b>D, Network Concept and Connectivity</b> Maximum Points: 15						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>E, Bandwidth Requirements</b> Maximum Points: 15						

EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>F, Network Hosts Requirements Maximum Points: 10</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>G, Remote Access Requirements Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>H, Quality of Service (QoS) Requirements Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>I, Video Conferencing Maximum Points: 5</b>						

EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>J, Multipoint Video Service Requirements Maximum Points: 5</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>K, Video Conference Sched. Requirements Maximum Points: 5</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>L, IP Multicasting Requirements Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>M, Internet Connectivity Maximum Points: 15</b>						
EVALUATOR NAME						

REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>N, Content Filtering Maximum Points: 10</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>O, Email Service Requirements Maximum Points: 5</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>P, Name Space Mgmt. Requirements Maximum Points: 10</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
<b>Q, Address Space Mgmt. Requirements Maximum Points: 10</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE		AVERAGE		AVERAGE	

	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>R, Contractor's NOC and Monitoring Maximum Points: 20</b>						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>S, Service Level Agreement Mgmt. Requirements Maximum Points: 20</b>						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>T, Network Mgmt. Rept. Requirements Maximum Points: 15</b>						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	

<b>U, Perf. Mgmt. Technical Requirements Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>V, Sec. and Admin. Mgmt. Requirements Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>W, Configuration Mgmt. Requirements Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>X, General Responsibilities Maximum Points: 5</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>AA, Migration and</b>						

<b>Implementation Maximum Points: 15</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>BB, Billing Requirements Maximum Points: 10</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>CC, Renegotiation and Competitive Rates Maximum Points: 10</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>DD, Local/CHN Account Team Maximum Points: 5</b>						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>EE, Evolving and Emerging Tech. Reqs.</b>						

<b>Maximum Points: 10</b>						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	

<b>FF, Ongoing Tech. Refresh Requirements Maximum Points: 5</b>						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>SPECIFIC REQUIREMENTS, SECTIONS D – FF: Sum of Averages Maximum Points: 350</b>						
<b>AVERAGE TECHNICAL PROPOSAL SCORE Maximum Points: 575</b>	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>COST PROPOSAL Maximum Points: 425</b>	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>PROPOSAL SCORE Maximum Points: 1,000</b>	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	

ATTACHMENT 6.6

**TTN RFP  
317.03-154-07  
REFERENCE INFORMATION QUESTIONNAIRE**

Vendor’s Name: \_\_\_\_\_

Reference (Client Organization) Name: \_\_\_\_\_

Person Responding To  
This  
Request for Reference  
Information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Signature (MUST BE THE SAME AS THE  
SIGNATURE ACROSS THE ENVELOPE SEAL)**

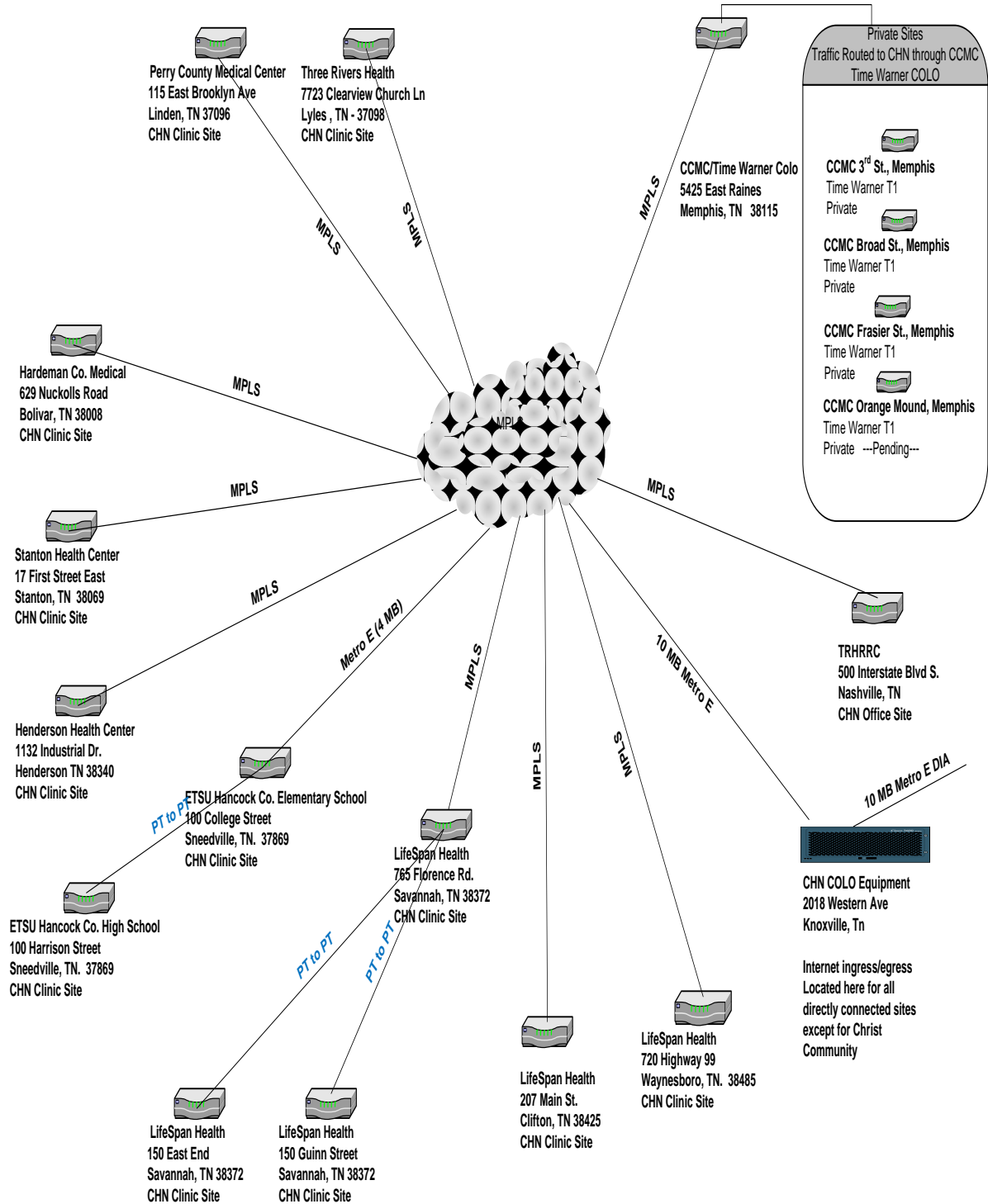
Person’s Title: \_\_\_\_\_

Date Reference Form Was Completed: \_\_\_\_\_

NOTE: Reference should complete responses to the nine items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Describe the services provided by the vendor to your organization.
2. Please indicate your level of satisfaction with the vendor’s project management structures, processes and personnel? Use a scale of 1 to 5; with 1 being “least satisfied” and 5 being “most satisfied.”
3. If the project is complete, was it completed in compliance with the terms of the contract, on time and within budget? If not, please explain.
4. If the project is still underway, is it currently in compliance with the terms of the contract, on time and within budget? If not, please explain.

5. Considering the vendor as an entity: are you satisfied with their ability to perform based on your expectations and according to the contractual arrangements? In what areas of project execution do they excel? In what areas do they fall short?
6. Please rate your overall satisfaction with the vendor on a scale of 1 to 5, with 1 being “least satisfied” and 5 being “most satisfied.”
7. If you answered 3 or less to the previous question, what could the vendor have done to improve their rating?
8. Considering the vendor staff assigned to the project: Are you satisfied with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?
9. Would you use the services of the vendor again? Indicate on a scale of 1 to 5, with 1 being “absolutely not” and 5 being “absolutely yes.”



Date: 12/22/2011

To: All RFP Respondents

From: Rick Burgin, Project Coordinator, Community Health Network

Subject: Updated Contact List for Community Health Network

Due to changes in Community Health Network (CHN) Staff, the addresses and contact points within the attached RFP may not be valid. When responding to any aspect of the RFP for the Pilot Project, please use addresses, phone numbers, email addresses, and names of personnel indicated below. Any contact listed below will be able to direct you to the proper person. Please use the primary and secondary contacts for initial contact. Thank you.

**Current Physical and mailing address:**

Community Health Network  
ATTN: Rick Burgin, Pilot Program  
765A Florence Road  
Savannah, TN 38372

**Web Address:**

[HTTP:\\www.communityhealth.net](http://www.communityhealth.net)

\*Contact information for personnel is also listed on website.

**Primary Contact for Project:**

Rick Burgin  
Community Health Network, Project Coordinator  
PH (423) 736-0079  
Fax (866) 331-5249  
Email: [rick.burgin@communityhealth.net](mailto:rick.burgin@communityhealth.net)

**Secondary Contact for Project:**

Hillary Newton  
Community Health Network, Project Documentation  
PH (865)360-3586  
Fax (866) 381-1618  
Email: [hillary.newton@communityhealth.net](mailto:hillary.newton@communityhealth.net)

**Message Service Phone:**

**ATTACHMENT 6.8 – Updated Contact Information for RFP**

**RFP**

*\*The following number below is checked for messages weekly. Please use primary contact number for staff for immediate service.*

(731)926-8986