

Healthcare Connect Fund

The Health Center

Internet Services

REQUEST FOR PROPOSAL

The Health Center

NETC
41 Pleasant Street
Bangor, ME 04401
(207)941-1040
https://netelc.org

RFP Number:
RFP-3560

For questions, contact:
RFP@healthconnectnetworks.com

For RFP deadline, check:
https://opendata.usac.org/stories/s/RHC-Posted-Services-Tool/8wan-j4cu

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1. Statement of Purpose

1.1. Established by the Federal Communications Commission's ("FCC") Report and Order released December 21, 2012 (FCC 12-150), the Healthcare Connect Fund is a Universal Service Fund program, authorized by Congress and administered by the Universal Service Administrative Company ("USAC"). This Request for Proposal ("RFP") seeks services to be provided pursuant to the Healthcare Connect Fund.

1.2. The New England Telehealth Consortium ("NETC") is a regional healthcare consortium in northern New England comprised of over 1,400 healthcare providers. NETC was formed in 2007 in response to the FCC's Rural Health Care Pilot Program and was the recipient of $24.6m in funding commitment, the largest single award through the pilot program.

1.3. NETC is comprised of both rural and urban locations, which allows the consortium to meet the needs of patients at any location within the network, even if those patients have to travel to an urban location for specialized care.

1.4. NETC operates a five-state redundant IP/MPLS private network across five states, providing private network services and commodity Internet connections for participating healthcare providers.

1.5. In addition to the existing NETC network infrastructure, participating healthcare systems often require additional private and public network facilities that are inter-connected with the primary NETC network. These additional network facilities are eligible for subsidy under the Healthcare Connect Fund.

1.6. This RFP seeks pricing for acquisition, configuration, and installation of core and edge Internet Services required to connect its sites together. This equipment is to be installed at The Health Center locations discussed herein.

2. Project Correspondence and Questions

2.1. All project correspondence and questions shall be by email to:

RFP Administrator
HealthConnect Networks
145 Exchange Street
Bangor, ME 04401
Email: rfp@healthconnectnetworks.com

3. Schedule

3.1. Proposals will be disqualified if an electronic copy, in either Microsoft Word or Portable Document Format (preferred), is not received prior to the Allowable Contract Selection Date (ACSD) listed on USAC's website; unless no other proposals are received. https://rhc.usac.org/hcf/public/searchPosted.htm

3.2. This RFP has been submitted with a 28-day competitive bidding period.

3.3. Proposals shall be submitted to RFP Administrator, HealthConnect Networks, by email at rfp@healthconnectnetworks.com.

3.4. Please indicate "NETC RFP-3560 Proposal" on the email subject line.

3.5. The HCP's expected bid evaluation period is 7 days after the RFP end date but is subject to change.

4. Instructions to Responding Vendors

4.1. Responding Vendors shall use the numbering convention in this RFP when formatting their response. The Responding Vendor's response shall be explained in detail and shall indicate how the Responding Vendor proposes to satisfy each requirement, where necessary. **At the very least, the Responding Vendor must indicate compliance, non-compliance, understood or exception for each line item.**

4.2. Responding Vendors shall cite specific terms and conditions to which the Responding Vendor takes exception. The Responding Vendor shall state the exact requirement to which exception is taken. Any cost impact associated with an exception shall be identified and included in the proposal.

4.3. All proposals shall be electronic and signed by the Responding Vendor.

4.4. Responding Vendors should submit any questions, noted errors, discrepancies, ambiguities, exceptions, or deficiencies they have concerning this RFP by emailing such requests, with "NETC RFP-3560 Inquiry" in the subject line, to RFP Administrator, HealthConnect Networks at rfp@healthconnectnetworks.com on or before the 14th day following the posting of this RFP on the USAC website. Answers to all questions/requests will be posted on the NETC website, www.netelc.org, on or before the 20th day following the posting of this RFP on the USAC website. If applicable, state the section number being referenced.

4.5. Responding Vendors shall take all responsibility for any errors or omissions in their quote or proposal.

4.6. No contract will be awarded except to responsible vendors capable of performing the work requested. Responding Vendor's employees shall be trained and qualified to perform the work and operate all required equipment. Before the award of the Contract, any Responding Vendor may be required to show that they have the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner.

4.7. Requested Contract Period: NETC requests responses for up to a 120-month term. NETC is particularly interested in 36-month agreements.

4.8. All proposals submitted shall be valid for one year, or until the contract is signed, whichever comes first.

4.9. Negligence on the part of the Responding Vendor in preparing the proposal confers no right of withdrawal after the time fixed for the receipt of the proposals.

4.10. All proposals shall provide a straightforward, concise delineation of the Responding Vendor's capabilities to satisfy the requirements of this invitation. Emphasis should be on completeness and clarity of content.

4.11. NETC reserves the right to require Responding Vendors to demonstrate a proof of concept of their offering.

4.12. It is the responsibility of the Responding Vendors to review, evaluate and request clarification prior to submittal of a proposal.

4.13. Based on the required interaction process with the FCC and USAC, it is not possible to determine a definitive project start date – as it is dependent on approvals and posting where NETC has limited control.

4.14. Each Responding Vendor must name the project manager that Responding Vendor will assign to the project along with a description of the project manager's qualifications.

4.15. Responding Vendors are encouraged to provide professional references from similar projects, including: contact name, mailing address, phone number, and email address.

4.16. NETC reserves the right to seek clarification of each Proposal or to make an award without further discussion of the Proposals received. Therefore, it is important that each Proposal be organized and submitted in a clear and complete manner.

4.17. Each Responding Vendor must have a current FCC Registration Number (FRN). More information about obtaining an FRN can be found at https://apps.fcc.gov/coresWeb/publicHome.do.

4.18. Each Responding Vendor must have a current USAC 498 ID (also known as a Service Provider Identification Number (SPIN)). More information about obtaining the 498 ID can be found at http://www.usac.org/sp/about/obtain-498ID/default.aspx.

4.19. All materials submitted in response to the RFP become the property of NETC. If there is any concern about confidentiality, mark the appropriate pages of your response "Confidential." NETC will attempt to honor all reasonable requests for vendor confidentiality.

4.20. The Responding Vendor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

4.21. A Proposal may be rejected in whole or in part if it limits or modifies any terms and conditions and/or specifications of this RFP.

4.22. By responding, the Responding Vendor states that the Proposal is not made in connection with any competing Responding Vendor submitting a separate response to the RFP and is, in all aspects, fair and without collusion or fraud.

4.23. Any and all information provided to vendors by NETC or its sites, is considered to be proprietary information and must be used solely for the purpose of preparing the proposal and is not to be released outside the Responding Vendor organization without written permission from NETC or its sites.

4.24. Responding Vendor shall list their experience with the FCC Rural Healthcare USF program and process.

4.25. In the event that Dark Fiber is requested in this RFP modulation equipment is not required unless explicitly requested in section 11.

5. Authorized Negotiator

5.1. The proposal shall be signed by the person authorized to legally bind the proposal.

5.2. The proposal shall designate an authorized negotiator who shall be empowered to make binding commitments.

6. Responding Vendors Responsibility for Proposal Costs

6.1. The Responding Vendor shall be fully responsible for all proposal development and submittal costs. NETC assumes no contractual or financial obligation as a result of issuance of this RFP.

7. Compliance with Laws, Permits, Rules

7.1. The Successful Vendor shall comply with all rules, regulations, ordinances, codes and laws relating to the work or the conduct thereof and shall secure and pay for any permits and licenses necessary for the execution of the work.

7.2. The Successful Vendor shall be subject to the safety department's workplace rules at a given site.

8. Insurance

8.1. The Successful Vendor shall agree to maintain General Liability Insurance, Worker's Compensation and Employer's Liability Insurance, where applicable, to cover all its personnel engaged in the performance of the services herein described as well as damages arising as a result of the performance of such services.

8.2. The Successful Vendor further agrees to require its subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation and Employer's Liability Insurance, where applicable. The amounts of such coverage shall be as reasonably determined by Successful Vendor.

8.3. Proof of policies shall be provided to NETC with proposal.

9. General Network Requirements

9.1. NETC invites Responding Vendors to bid on the whole network or individual sites, services, and/or facilities.

9.2. Private network solutions should provide any-to-any connectivity between sites over a common network platform through private tunnels. We anticipate responses that include Carrier Ethernet Services, MPLS/VPLS, and equivalent technologies. NETC anticipates these will be the most cost-effective technologies. If Carrier Ethernet Services are quoted, they should be MEF compliant including the service types discussed in MEF standards 5.1, 22.1, and 33.

9.3. WAN services should support an integrated QoS/CoS capability that can prioritize traffic based on DSCP marking and should support at least three customer accessible queues including a low latency queue.

9.4. NETC prefers that services be delivered over technology that provides for symmetrical bandwidth, except where specific requests for asymmetrical bandwidth may be noted.

9.5. Internet Services offered should be capable of supporting IPv4 and IPv6 and should include static IP addresses, as necessary and justified by each participating HCP.

9.6. Fiber (or equivalent) may be jumpered at any distributions point as necessary. Vendor will identify and document any re-transmitting or monitoring equipment, in the fiber (or equivalent) path.

9.7. Proposals must include fiber (or equivalent) path routes, route length, and transmission path length.

9.8. Bandwidths listed for each particular HCP may indicate multiple bandwidth increments. The first (**bold**) is the minimum requirement. Responding Vendors shall provide pricing for all bandwidths listed for each HCP. If a carrier is unable to meet the requirement cost-effectively, it should respond with pricing for the maximum bandwidth it can provide.

9.9. Responding Vendor shall provide their operational expectations for the following network metrics, with the anticipation that these network metrics will become the basis for a Service Level Agreement to be negotiated with the Selected Vendor:

9.9.1. Network Availability: Expressed as a percentage (in the form of ##.###%).

9.10. Site and Service Substitutions. Responding Vendor shall allow for Site and Service Substitutions pursuant to FCC 12-150 Rural Health Care Support Mechanism Appendix D (Final Rules), 47 C.F.R. § 54.646. The Responding Vendor shall allow NETC to add sites and/or upgrade, change, or relocate services through the length of the contract-term without having to rebid.

10. Service Level Agreement

10.1. Responding Vendor shall provide their operational expectations for the following network metrics, with the anticipation that these network metrics will become the basis for a Service Level Agreement.

10.2. Packet Delivery: Expressed in percentage (in the form of ##.###%) of packets the network is expected to deliver

10.3. Latency: Expressed in milliseconds for round trip time between any two HCPs

10.4. Jitter: Expressed in milliseconds between any two HCPs

10.5. Network Availability: Expressed as a percentage (in the form of ##.###%).

10.6. Response Time: Expressed in terms of initial trouble report response time in minutes and on-site response time in hours.

10.7. Planned Network Maintenance: Please indicate the standard notification Responding Vendor provides to customers for planned network maintenance. Responding Vendor should describe their standard network maintenance window.

10.8. Escalation Procedures: Responding Vendor should provide NOC initial point of contact and trouble escalation procedures.

10.9. Security Incidents: Responding Vendor shall list any programs and procedures in place specifically for monitoring and resolving security incidents.

10.10. Credit Allowances: Responding Vendor must provide a listing of the credit allowances and/or refunds that may be assessed based upon service outages. Responding Vendor should state the outage intervals and the refund amounts. For example, if service were unavailable for 30 minutes, state the refund amount. If service were unavailable for an hour, state the refund amount.

11. Sites and Services

11.1. The Health Center is seeking services at the following HCPs:

The Health Center – Washington	**Cabot Health Services**
157 Towne Avenue	25 Common Road
Plainfield, VT 05667	Cabot, VT 05647
HCP#23473	**HCP#26437**

11.2. The services to be provided are Internet Services.

11.3. **Network Diagram:** A current Network Diagram is provided in Appendix A.

11.4. **The Health Center – Washington** (HCP#23473) seeks bids for the following 2 (Two) Internet Services (or equivalent).

11.4.1. Vendors shall provide pricing for all available symmetrical bandwidth increments from **100 Mbps** to 1 Gbps.

11.4.2. Vendors shall provide pricing for all available symmetrical bandwidth increments from **100Mbps** to 1 Gbps.

11.4.3. To the extent that it is possible, each service should be provided over a physically diverse path.

12. Miscellaneous Fees

12.1. Responding Vendor shall state the Universal Service Fund fee or percentage if applicable. If applicable, Responding Vendor shall define the charge and describe how it is calculated.

12.2. Because NETC obtains federal subsidies on costs identified through the RFP process, it is critical for the Responding Vendor to provide an accurate estimate of all costs that may be incurred by HCPs, including non-recurring costs, monthly recurring costs, taxes, and fees that may apply.

12.3. The Responding Vendor should define those charges and describe how they are calculated so that NETC can include all anticipated costs in the subsidy request under the Healthcare Connect Fund program.

13. Evergreen Contracts

13.1. NETC wishes to maximize the opportunity to obtain Evergreen contracts that result from this RFP; therefore, the following provisions should be included in final contract language:

13.1.1. It should refer to itself as a Master Services Agreement;

13.1.2. It should specify Net 45-day payment terms;

13.1.3. It should be signed by the individual Billing Entity;

13.1.4. It should specify the service type, bandwidth, and quantity;

13.1.5. It should specify the term of the contract;

13.1.6. It should specify the cost of services to be provided;

13.1.7. It should include the physical addresses or other identifying information of the HCPs purchasing from the agreement;

13.1.8. It should specify that upon reaching the end of the original contract term that services will continue at the same rates as during the contract term;

13.1.9. It should specify that extension of services beyond the original contract term is automatic unless sufficient notification to terminate is given by either party;

13.1.10. It should contain language that allows for Site and Service Substitutions pursuant to Appendix D, 47 C.F.R. § 54.646. The Responding Vendor shall allow the Billing Entity to add sites and/or upgrade, change, or relocate services and/or bandwidth. This language permits the billing entity to make network changes without going to competitive bid.

14. Billing

14.1. The Health Center shall be the billing entity.

14.2. Responding Vendor shall describe their capability to provide for duplicate electronic or paper billing.

14.3. Reimbursement for network services must comply with Healthcare Connect Fund rules and procedures, and the terms of payment must accommodate USAC billing and payment timeframes. Initial payments are contingent upon delivery of service.

14.4. Each Responding Vendor must clearly and specifically state their understanding of and adherence to the FCC/USAC Healthcare Connect Fund payment procedures.

14.5. ACH Transfer will be the preferred method of payment.

14.6. Additional Fees:

14.6.1. Proposing Vendor must include all fees and taxes that will be assessed on any services provided to The Health Center.

14.6.2. Successful Vendors must agree that Late Fees will not be assessed against the portion of the invoice funded by USAC.

15. Evaluation and Selection Criteria

15.1. NETC will select the most cost effective vendor per USAC requirements. Each Responding Vendor is encouraged to provide detailed responses to demonstrate its experience and expertise in providing Internet Services. The selection will be based on all factors listed and may not go to the lowest price proposal if price is outweighed by a combination of other features and factors in the winning Responding Vendor's proposal.

15.2. NETC reserves the right to select proposals that, in the sole judgment of NETC, most nearly conform to the specifications set forth herein, will best serve the needs of NETC and its participants, and provides the most cost-effective means of producing those results.

15.3. NETC is not obligated to accept or select any proposal received in response to this RFP. In particular, NETC may select proposals in whole or in part, or it may disqualify any and all proposals received.

15.4. Changes in applicable laws and rules may affect the award process or any resulting contracts. Responding Vendors are responsible for determining legal requirements and restrictions that may apply. Responding Vendors are encouraged to visit the official Federal websites pertaining to the Healthcare Connect Fund at: http://www.universalservice.org/rhc/healthcare-connect/default.aspx

15.5. The selection decisions made by NETC and reported to USAC under this RFP are final.

15.6. NETC will evaluate proposals and select vendors based on the following criteria:

Criteria	Scoring Weight
Costs	20%
Ease of Implementation	20%
Experience with Vendor	20%
Technical Merit of Proposal	20%
Compliance with HCF Payment Process and Rules	20%

15.6.1. Costs may include, among other things, monthly recurring costs, non-recurring costs, taxes and fees, the termination liability associated with existing contractual obligations, and any additional costs that the HCP may potentially realize based on any given vendor selection.

15.6.2. In evaluating Ease of Implementation, the Consortium will consider, among other things, the time to install, the disruption of existing services, the complexity of the installation, HCP requirements proposed by the vendor, and the impact on healthcare operations.

15.6.3. With regard to Experience with Vendor, the Consortium will score vendors based on guidance from the Healthcare Connect Fund Order and the following criteria:

15.6.3.1. The bid evaluator's previous experience with the service provider or proposing vendor.

15.6.3.2. References from Customers of the Proposing Vendor for similar projects of the same size and scope.

15.6.3.3. Documentation from the proposing vendor that demonstrates the vendor's experience with similar projects of the same size and scope.

15.6.4. Technical Merit of Proposal scores will be assigned based on how well the proposed solution meets the current Healthcare needs of the HCP. This may include, among other things, service level agreement language, technology description, continuity of network platform, diversity and redundancy in the service provider's network, diversity from existing services, transport technology, reliability, technical support capabilities, the availability of local technicians and repair garages, scalability, expandability, and future network capabilities.

15.6.5. Compliance with HCF Payment Process and Rules, scores will either receive full points or zero points for this criterion, depending on whether the vendor agrees to comply with the process.

16. Rejection / Negotiation Rights

16.1. NETC reserves the right to disqualify any proposals for substantial non-compliance with the terms of this RFP. NETC reserves the right to accept or negotiate the contractual terms of any proposal(s) in response to this RFP.

16.2. NETC reserves the right to select multiple service providers, including which circuits each HCP will purchase from selected service providers.

Appendix A: Current The Health Center Diagram

