

Healthcare Connect Fund

Edward M. Kennedy Community Health Center, Inc.

Network Equipment

REQUEST FOR PROPOSAL

EDWARD M. KENNEDY COMMUNITY HEALTH CENTER

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

RFP Number:
RFP-3574

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 Network Equipment required to connect its sites together. This equipment is to be installed at Edward M. Kennedy Community Health Center, Inc. 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-3574 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-3574 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, https://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-spin/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.

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 Requirements

9.1. Responding Vendor shall provide a written project management and implementation plan. NETC desires that the equipment be delivered within 30 days of receipt of the USAC funding commitment letter. If configuration and installation services are also awarded, NETC desires that configuration and installation be completed within 60 days of receipt of the USAC funding commitment letter.

9.2. 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.

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

9.4. 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.

9.5. 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.

9.6. 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-spin/default.aspx.

9.7. 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.

9.8. 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.

9.9. 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.

9.10. 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.

9.11. 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.

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

9.13. Site and Service Substitutions, responding Vendor shall agree to the following:

9.13.1. Purchase of the proposed equipment and services can be made for a 36-month contract period, subject to OEM price changes.

9.13.2. Equipment substitutions may be made subject to the approval of the parties.

10. Sites and Equipment

10.1. Edward M. Kennedy Community Health Center, Inc. is seeking Network Equipment at the following locations:

Waverly St. 354 Waverly Street Framingham, MA 01702 **HCP#109110**	**Lincoln Street** 605 Lincoln Street Worcester, MA 01605 **HCP#109112**
Admin 115 NE Cutoff, Bldg. 2, Suite 200 Worcester, MA 01606 **HCP#109122**	**Framingham High School** 115 A St Framingham, MA 01701 **HCP#109114**
Norrback Avenue School **(Dental only)** 44 Malden St Worcester, MA 01606 **HCP#109117**	**North High School** 140 Harrington Way Worcester, MA 01604 **HCP#110271**
Tacoma St 19 Tacoma Street Worcester, MA 01605 **HCP#77271**	**Worcester Technical School** 1 Officer Manny Familia Worcester, MA 01605 **HCP#109120**
Roosevelt Elementary School **(Dental only)** 1006 Grafton St Worcester, MA 01604 **HCP#109121**	**Milford** 41 Cape Road Milford, MA 01757 **HCP#77485**
Burncoat High School 135 Burncoat St Worcester, MA 01606 **HCP#110270**	

10.2. Edward M. Kennedy Community Health Center, Inc. seeks bids for equipment necessary to operate its WAN network.

10.3. While the configuration details listed in this section are specific to a manufacturer's product set offering, Edward M. Kennedy Community Health Center, Inc. recognizes there are a number of equipment providers that may offer equivalent equipment. The specifications herein do not indicate any preference for a given manufacturer. Therefore, all proposals will receive equal treatment and a fair evaluation regardless of manufacturer, brand, or product name.

10.4. Edward M. Kennedy Community Health Center, Inc. seeks pricing for acquisition, configuration, and installation of 2 core switches and 10 Firewalls to provide connectivity over their WAN network. The location and specifications for these devices (or Equivalent) are as follows:

10.4.1. **Burncoat High School** (HCP#110270)

10.4.1.1. **QTY 1** - MX68 Firewall (or equivalent)

10.4.1.2. **QTY 1** – MX68 Advanced Security License and Support Three Year (or equivalent)

10.4.2. **North High School** (HCP#110271)

10.4.2.1. **QTY 1** - MX68 Firewall (or equivalent)

10.4.2.2. **QTY 1** – MX68 Advanced Security License and Support Three Year (or equivalent)

10.4.3. **Framingham High School** (HCP#109114)

10.4.3.1. **QTY 1** - MX68 Firewall (or equivalent)

10.4.3.2. **QTY 1** – MX68 Advanced Security License and Support Three Year (or equivalent)

10.4.4. **Worcester Technical School** (HCP#109120)

10.4.4.1. **QTY 1** - MX68 Firewall (or equivalent)

10.4.4.2. **QTY 1** – MX68 Advanced Security License and Support Three Year (or equivalent)

10.4.5. **Lincoln Street** (HCP#109112)

10.4.5.1. **QTY 2** – MX105 Firewall (or equivalent)

10.4.5.2. **QTY 2** – MX105 Advanced Security License and Support Three Year (or equivalent)

10.4.6. **Admin** (HCP#109122)

10.4.6.1. **QTY 1** – MX105 Firewall (or equivalent)

10.4.6.2. **QTY 1** – MX105 Advanced Security License and Support Three Year (or equivalent)

10.4.7. **Milford** (HCP#77485)

10.4.7.1. **QTY 1** – MX105 Firewall (or equivalent)

10.4.7.2. **QTY 1** – MX105 Advanced Security License and Support Three Year (or equivalent)

10.4.8. **Waverly St.** (HCP#109110)

10.4.8.1. **QTY 1** – MX105 Firewall (or equivalent)

10.4.8.2. **QTY 1** – MX105 Advanced Security License and Support Three Year (or equivalent)

10.4.9. **Tacoma St** (HCP#77271)

10.4.9.1. **QTY 1** – MX250 Firewall (or equivalent)

10.4.9.2. **QTY 1** – MX250 Advanced Security License and Support Three Year (or equivalent)

10.4.9.3. **Qty 2** - X620-16x Switch (or equivalent)

11. Billing

11.1. Edward M. Kennedy Community Health Center, Inc. shall be the billing entity.

11.2. Reimbursement for Network Equipment 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 equipment.

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

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

12. Evaluation and Selection Criteria

12.1. 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 Network Equipment. 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.

12.2. 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.

12.3. 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.

12.4. 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

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

12.6. 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%

12.6.1. 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.

12.6.2. In evaluating Ease of Implementation, the Consortium will consider, inter alia, 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.

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

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

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

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

12.6.4. 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, reliability, technical support capabilities, the availability of local technicians and repair garages, scalability, expandability, and future network capabilities.

12.6.5. 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.

13. Rejection/Negotiation Rights

13.1. 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.

13.2. NETC reserves the right to select multiple equipment providers, including which equipment each HCP will purchase from selected equipment providers.