

REQUEST FOR PROPOSAL

Geisinger Health System¹
“Geisinger”

RURAL HEALTHCARE PILOT PROJECT
FUNDING YEAR 2008

RFP 08-002

NETWORK INFRASTRUCTURE
PROCUREMENT

Geisinger Health System
100 North Academy Avenue
Danville, PA 17822-1701
Attn: Mary Honicker, Associate Project Coordinator

¹ Geisinger Health System refers to the system of health care comprised of the separate legal corporate parent, Geisinger Health System Foundation, and all of its separate legal corporate entities.

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1.0 General Information

1.1. Rural Health Care Pilot Program. The Rural Health Care Pilot Program (RHCPP) of the Universal Service Fund, which is administered by Universal Service Administrative Company (USAC), is a support program authorized by Congress and designed by the Federal Communications Commission (FCC) to encourage the development of rural broadband networks to provide advanced healthcare telecommunications capabilities and services to rural Health Care Providers (HCPs).

1.2. Geisinger Clinic, the legal entity within the Geisinger Health System that provides physician staff for patient care, education and clinical research, will be the legal entity contracting for this project.

1.3. Geisinger, as a participant in the FCC RHCPP will provide leadership for the development and regional implementation of an open-standard health information technology infrastructure to improve the health care quality, efficiency, and emergency response and efficiency of health care in the region. Geisinger will utilize, to the extent possible, funding provided by the FCC under the FCC's order 07-198 ('Rural Healthcare Support Mechanism') of 19 November 2007 (WC Docket No. 02-60) (the "Order"), selecting participants for the RHCPP, as well as matching and participatory funds as defined in the Order and provided by the partners and their member sites and organizations. Some sites for which connectivity is specified may not qualify for FCC funding; in these cases, costs will be borne by Geisinger. Several Request for Proposals (RFPs) will be issued for this project. These RFPs will be numbered and titled; details will be found in the Specifications section and appendices.

1.4. This project is designed to enable expanded telemedicine programs and other remote connectivity to interface with existing Geisinger network infrastructure. Geisinger is soliciting bids to provide new connectivity and upgrade existing network connections. Edge network electronics may be proposed as an option or if required to provide the proposed service.

1.5. Bidders are asked to provide proposals based on the accompanying information. Geisinger will entertain three types of bids under this RFP:

1.5.1. Consolidated – One inclusive price to provide connectivity, equipment, and services for any or all of the sites specified in this RFP.

1.5.2. Connectivity – Price to provide connectivity and carrier services for any or all of the sites specified in this RFP.

1.5.3. Hardware – Price to provide edge network electronics for any or all of the sites specified in this RFP.

1.6. The RFP process will allow Geisinger to receive competitive offers for network development from independent telephone companies, local exchange carriers, cable operators, hardware distributors and manufacturers, cabling and construction contractors, and others. These competitive offers will be judged by Geisinger according to the criteria set forth in this document.

1.7. Geisinger is not responsible for any costs incurred by a bidder related to the preparation or delivery of the bid proposal, or any other activities carried out by the bidder as it relates to this RFP.

2.0. Administrative and Procedural Information

2.1. Notices

2.1.1. This procurement is subject to the USAC procurement rules. Bidders must meet all USAC requirements. Geisinger will submit a USAC Form 465 to USAC who will review the documentation and will post the RFP on the USAC website. More information on bidding and posting rules can be found at <http://www.lifelinesupport.org/rhc-pilot-program/>

2.1.2. Bidder's response to the RFP demonstrates a clear and complete understanding of the goals of the overall project.

2.1.3. Bidders are encouraged to explain and justify exceptions.

2.2. The following considerations apply to the proposal submission / review process:

2.2.1. A letter signifying the bidders intent to bid on this project must be provided to Geisinger on the bidders company letterhead and signed by an authorized representative of the bidder. This notice should be sent to Associate Project Coordinator, mhonicker@geisinger.edu. Only bidders submitting such a notice will be eligible to send questions and receive answers concerning this RFP.

2.2.2. Questions concerning this RFP should be submitted to Geisinger's Associate Project Coordinator, mhonicker@geisinger.edu. This is the sole means by which queries from bidders will be accepted. Responses to all questions submitted to the Associate Project Coordinator will be made available to all bidders within four (4) working days of receipt and shall constitute official communications from Geisinger. Any communications not sent via electronic mail will not be entertained and communications with persons other than the Associate Project Coordinator will not be considered authoritative, are not binding on Geisinger, and may be disavowed without notice or explanation by Geisinger.

2.2.3. In the event it becomes necessary for Geisinger to amend, add to or delete any part of this RFP, the amendment will be posted on the USAC web site, as required by the Order and by the USAC-mandated bidding procedures.

2.2.4. Bid proposals must be sent via hard copy to the Associate Project Coordinator at the address set forth in Section 2.2.5 below no later than 1700 Eastern Standard Time 28th day after posting date as published on the USAC website <http://www.lifelinessupport.org/rhc-pilot-program/>. This receipt deadline requirement is a mandatory requirement and is not subject to waiver by Geisinger. Accordingly, no bid proposals will be accepted after the date and time specified. Delivery, whether via postal mail or other service, must be arranged to assure arrival before the deadline set forth above. A late bid proposal will be returned unopened to the bidder. No bid proposal will be accepted by telephone, electronic mail or facsimile.

2.2.5. Bid proposals must be mailed or otherwise physically delivered to the following address:

**Geisinger Health System
100 North Academy Avenue
Danville, PA 17822-1701
Attn: Mary Honicker, Associate Project Coordinator**

It is strongly suggested that certified delivery services be used to verify the receipt of bids by Geisinger.

2.2.6. Bid Proposals will be opened at 0900 Eastern Standard Time on the first working day following the USAC-assigned 'Allowable Contract Date' as published on the USAC website: <http://www.lifelinessupport.org/rhc-pilot-program/>. The information contained in this RFP (or accumulated through other approved communications) is confidential. It is for proposal purposes only and is not to be disclosed or used for any other purpose. Information provided in your response to this RFP will be held in confidence if you so request. All materials submitted become the property of Geisinger and may be returned at Geisinger's option. Proposals submitted become the property of Geisinger and may be reviewed and evaluated by any person except for competitors at the discretion of Geisinger, regardless of statement contained within your response to the contrary. Geisinger has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

3.0. Bid Requirements

3.1. General Requirements

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

3.1.2. All bid proposals must be valid for a period of sixty (60) days from date the proposal is opened.

3.1.3. By submitting a bid proposal, the bidder agrees to include the terms and conditions contained within this RFP into any resulting contract.

3.1.4. Bid proposal must include actual, detailed cost information for each connection.

3.1.5. Given Geisinger's rural footprint, Geisinger does not expect that any one carrier will be in a position to offer connectivity at all sites. Geisinger will therefore consider proposals for a subset of the listed sites and may choose to accept more than one proposal.

3.2. Connectivity Services

3.2.1. Implementation must begin no later than 15 calendar days from the effective date of the agreement. Implementation must be completed no later than 60 calendar days from the effective date of the agreement or as mutually agreed.

3.2.1.1. Proposals must include a project plan and timeline detailing milestones and overall schedule. Critical path items and potential delay circumstances must be clearly identified.

3.2.2. Proposed system testing and acceptance provisions are required on all proposals. Geisinger reserves the right to work with bidders to develop appropriate testing and acceptance criteria for specific installations or configurations, to be defined and accepted by both parties prior to contract initiation.

3.2.3. Bidder agrees to provide a project manager or other individual who will be the primary contact for all dealings with Geisinger. Implementation communication and post-implementation troubleshooting process will be clearly defined.

3.3. Specifications

3.3.1. Bandwidth. Where indicated on appendix A, all primary lines require a bandwidth of 10 Mbps or greater per site.

3.3.2. Transport. Native Layer 2 transparent Ethernet is preferred; Layer 3 transparency is required for primary lines. Indicate those sites where fiber will not be run to the demarcation point.

3.3.3. Latency. Ping times (packet round-trip times) of 20 milliseconds or less are desirable. Connections with ping times in excess of 40 milliseconds would result in unacceptable responsiveness. Average and maximum ping time should be specified. Network architecture features that will minimize latency should be identified.

3.3.4. Jitter. Jitter shall be appropriate for high-definition video transport and excellent VoIP quality not exceeding 20 milliseconds.

3.3.5. Packet Loss. There shall be no packet loss over any typical 60-minute period. Average packet loss for any month shall be less than 0.5%.

3.3.6. Reliability. Reliability is extremely important since the connections will support real-time patient care, in many cases urgent care. Network architectural features that will increase reliability should be identified. Error-free uptime shall be 99.999%.

3.3.7. Support. The quality of support available when problems arise will be considered. Bidders should describe their help desk procedures and capabilities. In those situations where a bidder does not own the end-to-end path, a description of the bidder's arrangements for support with the third parties should be provided.

3.3.8. Technology. Other than to the extent to which the specifications and cost are affected, the technology used to provide the connections will not be a major evaluation factor. I.e., a proposal for point-to-point circuits and a proposal for Multiprotocol Label Switching (MPLS) service will be on even footing if the other evaluation factors are similar.

3.4. Cost

3.4.1. Cost will be evaluated including installation costs, recurring costs, and additional costs which Geisinger would incur to use the proposed services. Bid proposals must identify all costs associated with the proposed solution including:

- Design
- Installation/implementation related to costs/fees such as configuration and provisioning charges.
- Installation cost related to extend Demarcation point to terminating network equipment.
- Recurring costs such as monthly recurring charges amortized over the period of the proposed contract for transmission at the proposed bandwidth, port changes, transport charges, taxes, fees, and assessments.

3.4.2. Bidder should provide pricing for both three (3) year and five (5) year terms.

3.4.2.1 Prices shall allow for a ramp-up period of at least six (6) months to implement all connections. (i.e. If pricing includes a discount related to the number of connections, Geisinger shall not be penalized for maintaining a low number of connections during the implementation period.)

3.4.2.2. Proposals should include a mechanism for adding connections late in the term of the agreement.

3.4.3. Contract termination fees, including specific penalties, if any, for early termination by Geisinger shall be clearly identified for all and individual circuits.

3.4.4. Proposals will contain acknowledgement of, and provisions for providing, USAC invoicing requirements and formats. Bidder will conform to invoicing procedures and processes as promulgated by USAC.

3.4.5. Payment for products and services obtained in this procurement will be accordance with the RHCPP rules as posted on the USAC website. In part, this means that Geisinger will pay 15% of submitted bills within 45 days from receiving monthly invoice from bidder. Bidder will then submit the partially paid invoices to USAC to receive the remainder of the payment due. Project invoices shall be itemized and completely separated from any and all existing invoicing the service provider has with Geisinger. In addition, separate accounting identifiers shall be used.

3.4.6. Design and/or engineering services are not requested.

4.0. Terms and Conditions

The following terms and conditions will be incorporated into the contract between the parties. In the event of a conflict between the terms and conditions of the vendor and Geisinger's terms and conditions, Geisinger's terms and conditions shall apply.

AMENDMENT. Except as otherwise expressly stated herein, this agreement may not be amended except by a writing signed by the parties.

ASSIGNMENT. Neither this agreement nor any portion of this agreement may be assigned or delegated by any party without the prior written consent of the other parties unless (i) otherwise allowed hereunder, or (ii) upon thirty (30) days prior written notice, assigned or delegated to a corporation controlled by, in control of, or under common control with the assigning party. Any purported assignment or delegation in violation of this section is void. This agreement binds and benefits the parties and their permitted successors and assigns.

AUTHORITY. Service provider hereby warrants and represents that it has complete authority to perform the obligations of this agreement, including but not limited to ownership of the deliverables and intellectual property provided to Geisinger by service provider under this agreement, and that it will indemnify and hold harmless Geisinger for any and all loss, damage, cost, and expense (to include attorney's fees) which Geisinger may hereafter suffer or incur as a result of any actions, claims, or demands whatsoever by third parties that may arise from or be connected with the issue of the authority.

CERTIFICATION REGARDING DEBARMENT. The parties certify, to the best of their knowledge and belief, after due inquiry using industry standards, that the parties and/or any of their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. During the term of this agreement, the parties shall provide immediate written notice to the other parties if any party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In the event any party's certification is or becomes erroneous, the other party may terminate this agreement immediately upon notice.

CODE OF CONDUCT. As part of Geisinger's commitment to maintaining an ethical work environment, Geisinger has adopted the "Geisinger Code of Conduct" (the "Code"). The Code shall be incorporated by reference into this agreement. Service provider agrees to be bound by the Code on behalf of itself, its employees, agents and subcontractors (collectively "personnel") and shall advise said personnel that they will be required to abide by the Code while performing service provider's duties and responsibilities set forth in this agreement. Notwithstanding other termination provisions contained herein, any failure by service provider or service provider personnel to comply with the Code may result in immediate termination of this agreement by Geisinger without penalty to Geisinger.

COMPLIANCE. During the term of this agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but not be limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the requirements of the Department of Health ("DOH"), Joint Commission on the Accreditation of Healthcare Organizations ("Joint Commission"), the National Committee on Quality Assurance ("NCQA"), as applicable.

Service provider acknowledges that Geisinger has provided it with Geisinger's policy relative to the False Claims Act (31 U.S.C. § 3729-3733) ("FCA"). The FCA imposes civil liability on any person or entity that knowingly, among other things, submits, or causes to be submitted, a false or fraudulent

claim for payment to the U.S. government (e.g. Medicare/Medicaid). The parties recognize the mandates of the FCA as well as the summary of the FCA outlined in Geisinger's FCA policy.

CONFIDENTIALITY OF BUSINESS INFORMATION. Service provider agrees to hold in confidence all materials, documents and information disclosed to it by Geisinger pursuant to this agreement, including, without limitation, information relating to sales and customer information, and business and financial information, relating to its business, products, practices or techniques and vendor proprietary information ("Confidential Information"). Except as expressly provided herein, service provider will not disclose Confidential Information to any third party without prior written consent from Geisinger. All Confidential Information shall be delivered to Geisinger promptly after the termination of this agreement. The obligations of this section shall not apply to: (i) information which is or becomes public, except through breach of this agreement; (ii) information which is known, developed or becomes known independently from this agreement; (iii) information which is received from a third party which was not prohibited from disclosing such information; or (iv) information which is required by law to be disclosed, provided that the disclosing party is notified of any such requirement with sufficient time (if possible) to seek a protective order or other modifications to the requirement. This section shall survive termination of this agreement.

RELEASE OF INFORMATION. The provisions of this agreement are confidential and protected from disclosure to a third party, other than its agents, attorneys, consultants and designees, unless disclosure is required by law, or said third party is bound to the same level of confidentiality set forth in this agreement.

CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION/HIPAA. Service provider acknowledges that Geisinger may create or access protected health information ("PHI") as defined in 45 CFR 164.501. Service provider agrees to advise its employees, agents and/or subcontractors (collectively "personnel") that, should such personnel be incidentally exposed to or incidentally access PHI, such personnel must maintain the PHI in strictest confidence. This section shall survive termination of this agreement.

DRUG AND ALCOHOL POLICY. As part of Geisinger's commitment to maintaining a drug free workplace, Geisinger has adopted a zero tolerance drug and alcohol policy ("Policy"), which applies to any contractor and contractor's employees, agents and subcontractors (collectively "personnel") performing services on behalf of Geisinger. The Policy shall be incorporated by reference into this agreement. Service provider agrees and shall advise service provider personnel not to use, possess, transport, promote or sell alcohol, any drug or drug paraphernalia when performing services on behalf of Geisinger. Any failure by service provider or service provider personnel to comply with said Policy or this section may result in immediate termination of this agreement by Geisinger without penalty to Geisinger.

GOVERNING LAW. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction over all matters arising out of or relating to this agreement.

INDEMNIFICATION. Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), which may be suffered or incurred under this agreement, as a result of a breach of this agreement, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this agreement.

INDEPENDENT ENTITIES. None of the provisions of this agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with

each other solely for the purpose of effecting the provisions of this agreement. None of the parties have any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this agreement.

In the event service provider's independent contractor status is determined to be misclassified, service provider and service provider's employees, agents and subcontractors performing service provider's duties and responsibilities set forth in this agreement, shall, for himself, his heirs, executors, administrators, legal representatives and permitted assigns waive any and all potential claims to Geisinger employee benefits.

Service provider hereby represents and warrants that the performance of service provider's duties under this Agreement will not breach or be in conflict with any other agreement to which service provider or its employees, agents, or subcontractors who perform such duties are a party or are bound. Service provider further agrees to indemnify and hold harmless Geisinger from and against any and all liability arising out of any such breach or conflict.

Service provider is responsible for paying any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body relating to any compensation it receives pursuant to this agreement.

INSURANCE. Each party agrees to maintain during the term of this agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this agreement. If any such insurance coverage is on a "claims-made basis", in the event the policy expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

TAXES. To the extent that any goods or services purchased under this agreement are eligible for exemption from Pennsylvania sales and use taxes, Geisinger will provide an Exemption Certificate to service provider, and service provider agrees to accept such certificate in lieu of collecting taxes.

MEDICARE ACCESS TO RECORDS. If the services provided under this agreement have a cost or value of \$10,000 or more over a twelve (12) month period, the parties agree to preserve and provide access to each one's contracts, books, documents, and records to the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives until the expiration of four (4) years after the furnishing of services under this agreement or as may be provided by regulation from time to time to implement the provisions of the Social Security Act relating to the determination of reasonable costs as a provider of, or a subcontractor of, services under the Medicare program.

MULTIPLE ORIGINALS. This agreement shall be executed in multiple originals, one (1) for each of the parties hereto, each of which, shall together, constitute and be one and the same instrument.

NON-EXCLUSIVITY. Each party hereto shall be free to enter into other agreements, such as this agreement, with other parties, as each deems appropriate for its respective manner of business.

NONDISCRIMINATION. The parties agree that in fulfilling their respective duties and obligations under this agreement, they shall not discriminate against any individual or group on the basis of race, color, religion, creed, political ideas, age, marital status, physical or mental disability, sex or national origin.

NO WAIVER. A delay or omission by a party to exercise any right under this agreement shall not be construed to be a waiver of such right. No waiver by either party of a breach of this agreement will be deemed a waiver of any subsequent breach.

NOTICES. All notices and communications related to this agreement must be in writing and will be deemed given (i) when personally delivered, (ii) upon confirmation of a facsimile transmittal, or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax and/or address as the party to receive may designate by notice to the other:

If to Client:

**Geisinger System Services
100 North Academy Avenue
Mail Code 33-01
Danville, PA 17822
Attn: SVP, Information Technology & CIO**

If to Service Provider:

[PLEASE INSERT INFORMATION]

NOTIFICATION OF INCIDENTS. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this agreement. The parties agree to cooperate with each other as may be necessary to resolve such matters. Notwithstanding the above, none of the parties shall be required to provide the other party with copies of patient safety materials as defined in the Pennsylvania Patient Safety Act, to the extent that releasing the same would waive any legal privilege applicable to said materials.

The Pennsylvania Breach of Personal Information Notification Act ("Act 94") was enacted to protect individuals' personal information. Notwithstanding anything in this agreement to the contrary, if service provider requires an individual's Personal Information (as defined under Act 94) to be transferred from Geisinger, service provider shall ensure its employees, agents and/or subcontractors use appropriate encryption or redaction to protect such Personal Information from being accessed and/or acquired in an unauthorized manner. Service provider further agrees to (i) immediately notify Geisinger upon the discovery of any incidents or occurrences where Personal Information has been accessed and/or acquired in an unauthorized manner; (ii) cooperate with Geisinger as requested by Geisinger so that Geisinger may provide notification to those individuals whose Personal Information was accessed and/or acquired in such unauthorized manner; and (iii) cover any costs, losses or damages incurred by Geisinger due to Personal Information being accessed and/or acquired in an unauthorized manner while in the possession of service provider or its employees, agents and/or subcontractors.

This section shall survive the termination of this agreement.

PROMOTIONAL MATERIALS. Except as otherwise stated in this agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party prior to the release of any such material.

SCREENING REQUIREMENTS. Service provider shall provide Geisinger with evidence of the following for each of its employees, agents and/or subcontractors performing service provider's duties set forth in this agreement prior to performing such duties:

**Pennsylvania State Police criminal history record check, which does not show any relevant criminal history;
PA Child Abuse History Clearance Form (CT-113); and**

Fingerprint-based Federal criminal history records check, which does not show any relevant criminal history

Notwithstanding other termination provisions contained herein, any failure under this section may result in immediate termination of this agreement by Geisinger.

SEVERABILITY. In the event any provision of this agreement is rendered invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within ninety (90) days' following a written request by one of the parties, then any party may terminate this agreement upon thirty (30) days' written notice, without further obligation or penalty, financial or otherwise, to the other parties.

ENTIRE AGREEMENT. This agreement, together with any attachments or exhibits, sets forth the entire agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this agreement, are of no force or effect. Furthermore, any invoice, internet, "click-wrap" or "shrink-wrap" terms and conditions not expressly set forth in this agreement are of no force or effect.

5.0. Proposal Evaluation

5.1. Proposal and Contract Terms

5.1.1. Geisinger desires a cost-effective approach to overall connectivity, whether that is a single consolidated bid for all sites as defined herein or multiple bids for subsets of the sites.

5.1.2. Cost will be evaluated including startup costs, recurring cost, and additional cost, which Geisinger would incur to use the proposed services.

5.1.3. Bid proposals for redundant/resilient site connections will be evaluated on a cost-effectiveness basis for the specific-site(s) involved, and may be accepted on that basis.

5.2. Bidder Qualifications

5.2.1. Bidder possesses the ability to provide proposed services or products in the manner and within the timeline(s) specified in the RFP, as determined by Geisinger, based on:

5.2.1.1. References provided;

5.2.1.2. Reputation in the industry;

5.2.1.3. Past performance in the experience of one or more of the Geisinger Health System entities. (if applicable);

5.2.1.4. Objective qualifications of key staff and proposed project personnel;

5.2.1.5. Bidder's proposal includes only those installations and configuration services specifically requested in the RFP.

5.3. Evaluation and Decision

5.3.1. The selection will be based on all factors indicated and may therefore not go to the lowest bidder.

5.3.2. Geisinger reserves the right to select bid proposals which, in the sole judgment of Geisinger, most nearly conforms to the specifications set forth herein, will best serve the needs of Geisinger and provides the most cost-effective means for producing those results.

5.3.3. Geisinger reserves the right to waive any and all issues of form or presentation in considering bid presentations for acceptance or rejection, if, in the sole opinion of Geisinger, such waiver is in the best interests of the project.

5.3.4. Geisinger is not obligated to accept any proposal received in response to this RFP. In particular, Geisinger may accept received proposals in whole or in part, or it may reject all proposals received.

5.3.5. Changes in applicable laws and rules may affect the award process or any resulting contracts. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Bidders are encouraged to visit the official Federal websites pertaining to the RHCPP, at <http://www.lifelinesupport.org/rhc-pilot-program/> and <http://www.fcc.gov/cgb/rural/rhcp.html>.

5.3.6. The selection decisions made by Geisinger and reported to USAC under this RFP are final, and appeals or re-submissions will not be considered.

6.0. Site Information

6.0.1. The sites at which connectivity are requested are listed in Appendix A.

6.0.2. Connectivity from sites may be delivered to any of the following end points:

**Geisinger Data Center
Red Lane
Danville, PA 17822
DAVLPARL**

Or

**The Janet Weis Children's Hospital
100 North Academy Avenue
Danville, PA 17822**

Or

**Grays Woods
132 Abigail Lane (aka Scotia Road)
Port Matilda, PA 16870
STCGPAES/STCGPAESHPA**

Or

**Scenery Park
200 Scenery Drive
State College PA 16801
STCGPAAJ**

Appendix A: Site Connectivity

Facility Name: Lewistown Hospital
Facility Address: 400 Highland Avenue, Lewistown, PA 17044
Facility Main Phone: (717) 248-5411
Facility Administrator: Kay Hamilton, RN, MS, President/CEO
Facility IT/Telecom Contact: Ron Cowan
Contact Phone Number: (717) 248-5411
Non-Profit Facility
County Census Tract Number: 9611.00 (rural)
County and Code: Mifflin (087)
Funding Year: FY2-2008
Proposing a 10 MB or greater Primary Line

Facility Name: Lewistown Geisinger Medical Group
Facility Address: 21 Geisinger Lane (closest street address 276 Green Avenue), Lewistown, PA 17044
Facility Main Phone: (717) 242-4200
Facility Administrator: Glenn Steele, President and CEO
Facility IT/Telecom Contact: Tim Barrett
Contact Phone Number: (570) 271-8190
Non-Profit Facility
County Census Tract Number: 9611.00 (rural)
County and Code: Mifflin (087)
Funding Year: FY2-2008
Proposing a 10 MB or greater Primary Line

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