

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
WASHINGTON STATE LIBRARY
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
RFP NO. 23-04**

**PROJECT TITLE: E-Rate Category 1 Internet and WAN Services for the
Washington State Library Technology Consortium (LIBTECH)**

E-RATE BEN: 17033416

PROGRAM YEAR: 2023-24

PROPOSAL DUE DATE: January 26, 2023

EXPECTED TIME PERIOD FOR CONTRACT: 5 Years, with option for 1 additional year

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The Washington State Library Technology Consortium (LIBTECH) is a group of independent library systems that have formed a consortium for procuring eligible equipment and services through the federal E-Rate Program and through other federal programs. The LIBTECH consortium is administered by the Washington State Library, a division of the Washington Office of the Secretary of State (OSOS). LIBTECH is currently comprised of smaller library systems in the state of Washington, with a planned expansion of membership to include progressively larger library systems in subsequent years over the specified contract period.

On behalf of LIBTECH, the Washington State Library is initiating this Request for Proposals No. 23-04 (RFP) to solicit bids from qualified firms to provide the consortium members across the state of Washington with internet access and wide area network (WAN) services (designated Category 1 under the E-Rate Program) for a period of 5 years, with an optional additional year of service.

This RFP is being issued concurrently with RFP No. 23-05, which seeks an Enterprise Grade and comprehensive managed services package that includes equipment required to deliver internet access and connectivity (designated Category 2 under the E-Rate Program) to the LIBTECH consortium members over the same contract period. The equipment would be provided as part of the managed services program and the consortium lead and members would not purchase or own the equipment unless a buy-out option is exercised at the end of the managed services contract.

This RFP concerns Category 1 Internet Access and WAN services. Please see RFP No. 23-05 for Category 2 Equipment, Managed Services and Support, posted concurrently on Washington's Electronic Business Solution (WEBS) at <https://pr-webs-vendor.des.wa.gov>, the Secretary of State's website on the Current Procurements webpage, at <https://www.sos.wa.gov/office/procurements.aspx>, and the E-Rate Productivity Center (EPC) portal, at <https://forms.universalservice.org/portal/login>.

1.2 OBJECTIVE

The ideal bids will propose coordinated services across both Category 1 and Category 2 for a turn-key, comprehensive managed service solution for LIBTECH consortium members. The services and equipment will be provided to and installed at the LIBTECH member library locations throughout the state of Washington.

Summary of All Services Needed for LIBTECH Consortium:

Category 1 Internet Access and WAN Services: LIBTECH seeks managed internet access and WAN services for members of the consortium through circuits with speeds of 100 Mb to 10 Gb over the life of the contract. The consortium will accept lower speeds if 100 Mb service is not available at certain locations. An Enterprise Grade Service Level Agreement (SLA) and synchronous upload and download speeds are desired. The Internet Access and WAN would be coordinated with managed services for the equipment and would require high levels of technical support as needed by the individual libraries.

Category 2 Equipment, Managed Services and Support: LIBTECH seeks an Enterprise Grade and comprehensive managed services package that includes equipment required to deliver internet access and connectivity to independent libraries across the state of Washington. E-rate eligible equipment includes routers, switches, wireless access points, UPS units and firewall functions. Installation, related accessories, licensing, maintenance, monitoring, and technical support are also needed. **For more details on Category 2, please see RFP 23-05 Category 2 Equipment, Managed Services and Support.**

Category 1 Internet Access and WAN Services Specifications:

Internet access is needed for mostly single site library systems. Some small systems may need connections between branches in their system. The consortium is not mandating any specific architecture and it is up to individual members to determine the best design for their connections. Connections in and out of a data center(s) may also be required in the future. The consortium seeks bids for SD WAN, MPLS and internet connections, or the equivalents, but all circuit types will be considered. The hand off should include IPv4 and IPv6. Static IP addresses are required.

The consortium seeks a 5-year contract, with the option to extend for an additional 1-year period that allows for adding new members and circuits up until the final year of the contract as the participating libraries' existing service contracts expire. All lines should co-terminate at the end of the 5-year term (or any exercised contract extensions). Separate bid spreadsheets can be submitted for lines added in years 1-3, 4 & 5 (plus 1-year optional extension) if the prices would vary if added in the later years.

LIBTECH may maintain or upgrade circuit speeds as needed during the contract period. The consortium prefers to have 1 G circuits at all locations, but the potential speed range over the term of the contract could be 100 Mb to 10 Gb (or equivalent speeds) and upgrades would be made via service/change orders or amendments to the contract. Additional locations may be added to accommodate new consortium members, branch openings, relocations, or other circumstances. For more information on the potential members, see Consortium Membership section below and the LIBTECH Consortium Membership and Phases Chart attached as Exhibit D to this RFP.

Consortium Membership:

A pilot program including 10-20 single-site or small library systems (less than 5 branches) will begin in the 2023-24 program year and other libraries will be added over the term of the contract as the program develops.

Please see the LIBTECH Consortium Membership and Phases Chart attached as Exhibit D to this RFP for a list of potential member libraries that will be eligible to join the membership in the first phases of this program. This chart also includes summary statistics with the system sizes and number of locations. Addresses for all locations are listed in this chart.

The Single Site and Small library systems (with less than 5 branches) have been prioritized for Phase 1 in the program. The systems marked Phase 1A have already committed to the consortium. The systems marked Phase 1B are the next priority and may join the consortium in years 2-5 of the contract. A few Phase 1B libraries may still be added in 2023 depending on availability of equipment from other grant sources. The Medium sized library systems in Phase 2 may also join the consortium in years 2-5, depending on their individual needs and interest. Since the largest library systems in the State have more resources, manage their own networks, and submit independent E-rate applications, they would be considered for addition to the consortium in Phase 3 in later years of the program.

1.3 MINIMUM QUALIFICATIONS

Contractor must be registered to do business with the state and have a current Unified Business Identifier (UBI) number and an E-Rate SPIN number.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2023 and to end on June 30, 2028, with an option, exercisable in OSOS's discretion, to extend the contract for an additional one-year period. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor – the Contractor identified by OSOS, after evaluation of Proposals, who is recommended for contract award.

Contractor – the individual or company submitting a Proposal in order to attain a contract with OSOS.

EPC – The E-Rate Productivity Center, an electronic portal administered by USAC that is utilized for the submission and processing of applications to participate in the federal E-Rate Program.

E-Rate Program – The federal program administered by USAC on behalf of the Federal Communications Commission.

LIBTECH – The consortium of independent public library systems on whose behalf OSOS is issuing this RFP.

OSOS – The Washington State Library, a division of the Office of the Secretary of State.

Proposal – A formal offer submitted in response to this solicitation.

RFP – This Request for Proposals.

USAC – The Universal Service Administrative Company, the entity that administers the E-Rate Program on behalf of the Federal Communications Commission.

WEBS – Washington's Electronic Business Solution, an online vendor registration and bid notification system.

1.6 Americans with Disabilities Act Compliance

OSOS complies with the Americans with Disabilities Act. Contractors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSOS for this procurement. All communication between the Contractor and OSOS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Jim Webster
Organization	Office of the Secretary of State, Operations Division
Address	P.O. Box 40224
City, State, Zip Code	Olympia, WA 98504-0224
Phone Number	(360) 704-5267
E-Mail Address	Jim.webster@sos.wa.gov

Any other communication will be considered unofficial and non-binding on OSOS. Contractors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Contractor.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	December 19, 2022
Question and Answer Period	<u>December 19, 2022 to January 13, 2023</u>
Last Date for Questions regarding RFP	January 13, 2023
Preproposal Conference	January 6, 2023
Publish Q&As from Preproposal Conference on WEBS and OSOS website	January 13, 2023
Publish complete list of Q&As on WEBS and OSOS website	January 17, 2023
Last Amendment to RFP	January 17, 2023
Last Date for Complaint	January 19, 2023
Proposals Due	<u>January 26, 2023</u>
Evaluate Proposals	<u>January 27 to February 3, 2023</u>
Announce Apparent Successful Contractor and Notify Unsuccessful Contractors	February 6, 2023
Hold Debriefing Conferences (if requested)	See Section 4.10
Protest	See Section 4.10
Negotiate Contract	February 6 to February 28, 2023
Begin Contract Work	<u>July 1, 2023</u>

OSOS reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held for BOTH Category 1 Internet Access and WAN Services and RFP 23-05 Category 2 Equipment, Managed Services and Support, on January 6, 2023 at 10 a.m. Pacific Time, via Microsoft Teams. Attendance at this conference is strongly recommended to receive a complete explanation of the comprehensive services along with answers to vendor questions. The conference will end when there are no more vendor questions. Written questions may be submitted in advance to the RFP Coordinator. OSOS shall be bound only to written answers to questions. Any oral responses given at the preproposal conference shall be considered unofficial. **[Click here to join the meeting](#)** **Meeting ID: 249 534 780 191 Passcode: kjrGBZ**

Within five business days of the preproposal conference, a copy of the questions and answers from the preproposal conference will be posted on WEBS, the Secretary of State's website, and on the E-rate EPC system.

2.4 SUBMISSION OF PROPOSALS

Contractors are required to submit an electronic copy of their Proposal to the RFP Coordinator at the e-mail address noted in Section 2.1. The Proposal must be received by no later than 5:00 p.m., Pacific Time, on January 26, 2023.

The cost portion of Proposals must be submitted in the format outlined in the Category 1 Internet Access and WAN Services Bid Format Spreadsheet attached as Exhibit E to this RFP. The bid format spreadsheet is also uploaded on the 470 form submitted to USAC through the E-Rate Productivity Center (EPC) portal. Other requested responses to the questions in the RFP should be submitted in a narrative format.

Disqualifying Factors:

Late Proposals will not be accepted and will be automatically disqualified from further consideration. Generic or auto-generated Proposals that are not specifically created in response to this RFP, and Proposals that do not include a managed service option, will also be disqualified.

All Proposals and any accompanying documentation become the property of OSOS.

The Contractor's Proposal must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed Proposal shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the Proposal as non-responsive.

Include Contractor's contact information for this RFP with name, title, email, and telephone number.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of OSOS.

All Proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the authorized officer of OSOS and the Apparent Successful Contractor; thereafter, the Proposals shall be deemed public records as defined under the Public Records Act, RCW Chapter 42.56.

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSOS will consider a Contractor's request for exemption from disclosure; however, OSOS will make a decision predicated upon RCW Chapter 42.56 and Chapter 143-06 of the Washington Administrative Code and E-rate Confidentiality Rules. Marking the entire Proposal exempt from disclosure will not be honored. The Contractor must be reasonable in designating information as confidential. If any information is marked as proprietary in the Proposal, such information will not be made available until the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on WEBS, the OSOS public website, and on the EPC portal. For purposes of the E-Rate Program, only material changes to this RFP will be considered addenda. For purposes of this RFP, any pertinent information and answers to substantive questions by Contractors will be considered an addendum to this RFP, and will also be posted to each of these sites. OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 SMALL, MINORITY-OWNED, WOMEN-OWNED, AND VETERAN-OWNED BUSINESS PARTICIPATION

The state of Washington encourages participation in all of its contracts by Washington small businesses, minority-owned and women-owned businesses, and veteran-owned businesses. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Per RCW 39.26.010(22), a “small business” is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (1) certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either fifty (50) or fewer employees or a gross revenue of less than seven million dollars annually; or (2) is certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Contractors that qualify as a “small business” within the meaning of RCW 39.26.010(22) are encouraged to complete and submit with their Proposal the Small Business Self-Certification Statement attached as Exhibit B to this RFP.

Contractors that are women-owned or minority-owned as described in RCW 39.19 and have not been certified with OMWBE are encouraged to do so. Contractors may contact OMWBE at (360) 664-9750 or technicalassistance@omwbe.wa.gov to obtain information regarding certification and certified firms. Contractors that are veteran-owned and have not been certified with the Washington Department of Veterans Affairs (WDVA) are encouraged to do so. Contractors may contact WDVA at (360) 725-2169 or vob@dva.wa.gov to obtain information regarding certification and certified firms.

No preference will be included in the evaluation of bids for small, minority-owned, women-owned or veteran-owned businesses, no minimum level of small, minority-owned, women-owned or veteran-owned business participation will be required as a condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis. However, any affirmative action requirements set forth in federal statutes or regulations included or referenced in the contract documents will apply.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by OSOS from the later of the due date for receipt of Proposals or receipt of best and final offers (if utilized). Contractor agrees that during the acceptance period it may not unilaterally modify, withdraw or cancel its Proposal. OSOS reserves the right to work with the successful Contractor to refine the quote as needed to most cost-effectively meet the needs of the libraries.

2.9 RESPONSIVENESS

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive.

OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

OSOS reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Contractor can propose. OSOS reserves the right to contact a Contractor for clarification of its Proposal. OSOS also reserves the right to enact a best and final offer (BAFO) process. If so enacted the procedure is described in Section 4 of this RFP.

The Contractor should be prepared to accept this RFP, all addenda to this RFP, all clarifying responses and a best and final offer, as applicable, for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Contractor’s Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to OSOS.

2.11 COSTS TO PROPOSE

OSOS will not be liable for any costs incurred by the Contractor in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or OSOS to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

OSOS reserves the right at its sole discretion to reject any and all Proposals received without penalty and not to issue a contract as a result of this RFP.

2.14 COMMITMENT OF FUNDS

The Assistant Secretary of State, the Deputy Secretary of State, or his or her delegate, are the only individuals who may legally commit OSOS to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Contractor will be provided a form to complete with the contract to authorize such payment method.

2.16 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide certificates of insurance demonstrating that the Contractor carries sufficient insurance coverage for the risks, activities and operations contemplated under the terms of the contract. If OSOS, upon review of such certificates of insurance, determines that either the limits or coverages are inadequate for purposes of the work to be performed under the contract, OSOS may require that Contractor obtain additional or supplemental insurance in an amount OSOS deems appropriate for such purposes.

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of the contract.

2.17 EVALUATION PREFERENCE

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – *Supporting Workers' Rights to Effectively Address Workplace Violations* (dated June 12, 2018), OSOS will evaluate bids for best value and provide a bid preference in the amount of 5% of the available proposal points to any bidder who certifies, pursuant to the certification attached as Exhibit C – *Contractor Certification for Executive Order 18-03 – Workers' Rights*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

3. PROPOSAL CONTENTS, INSTRUCTIONS AND CONTRACT REQUIREMENTS

3.1 PROPOSAL CONTENTS

- A. The Proposal shall include a Letter of Submittal and the Certifications and Assurances form attached as Exhibit A to this RFP, which must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole

proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
 2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
 3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
 4. Federal Employer Tax Identification number or Social Security number, the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue, and E-Rate SPIN number.
 5. Location of the facility from which the Contractor would operate.
 6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the Proposal. Include their position and responsibilities within the Contractor's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.
- B. The cost portion of the Proposal must be submitted in the format outlined in the Category 1 Internet Access and WAN Services Bid Format Spreadsheet attached as Exhibit E to this RFP. Other requested responses to the questions in the RFP should be submitted in a narrative format.
 - C. The Proposal should be based on a 5-year contract rate. If prices will vary for library or branch locations added in different years of the contract, Contractor may submit separate bid sheets for the different years.
 - D. The Bid Spreadsheet indicates the current circuit types, but bids with all proposed circuit types will be evaluated for affordability and cost-effective solutions to meet Library system demands.
 - E. The Bid Spreadsheet indicates the end date for the current internet services contracts for the members in Phase 1A. Services for each location would be transitioned to the Contractor awarded the contract on or around that date. Bids are required to include the cost for each speed for the libraries in Phase 1A. Costs for libraries in Phase 1B are requested but are not mandatory at this time. If a standard cost per line is available for lines at other locations, please provide that cost as well.
 - F. The Contractor must have a current SPIN number and be eligible and certified by USAC to deliver telecommunications services and/or Internet Access during the life of the contract. Failure to maintain this status could result in contract termination. Contractor must be willing to do either SPI or BEAR methods of reimbursement.
 - G. The Proposal must include a copy of the Contractor's standard contract with terms for service, including a Service Order. The Bid Format Spreadsheet with the Contractor's costs may become an addendum to the contract. If all terms and conditions of the standard contract and service order are acceptable to LIBTECH, the submitted contract may be signed by the authorized representative for E-rate submittal purposes.
 - H. The Proposal should include an example of the monthly billing statement that includes all estimated costs, taxes and fees for different levels of service at each location. Billing shall be monthly, net 30 days.

- I. Non-recurring charges, set-up or installation fees (if any) should be included in the Proposal.
- J. If Contractor's Proposal requires construction, please provide a description of the scope of the project, the required timeline, and the guaranteed start date. Include your financial compensation policy for any late service starts.
- K. The Proposal must identify the dedicated project manager for implementation and customer service, and provide their qualifications and experience.
- L. The Proposal must include an Enterprise Grade Service Level Agreement (SLA) that contains a description of the services provided and the different grades of service offered. At a minimum, an SLA should describe that the Contractor will make all reasonable efforts to ensure 99.99% network availability of each circuit, and it should provide frame/packet loss, network latency, and network jitter commitments. Additionally, the SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. The SLA should include an option for on-site technicians that are pre-approved by the Washington State Library. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected vendor shall remediate any deficiencies free of charge. Additional features, such as DDoS protection, should also be described.
- M. The Proposal should include up to three (3) reference sites where the Contractor has performed a similar service, including business/organization name, contact name and contact information. It is preferable that at least one reference should be for a library/school district within Washington State. The Contractor must grant permission to OSOS to contact the references.
- N. The Proposal should include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if one or more certified minority-owned and/or women-owned firm(s) will be participating on this project.
- O. The Proposal should include proof of registration with the Washington Department of Veterans Affairs if one or more registered veteran-owned firm(s) will be participating on this project.
- P. The Proposal should include the following additional information:
 - 1. If Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
 - 2. If Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
 - 3. If Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and such litigation determined that the Contractor was in default.
 - 4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past

experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.

5. If during the past two (2) years and/or currently Contractor has been the subject of any merger or acquisition inquiries, or Contractor has initiated any merger or acquisition inquiries to another company, including any discussions that led to successful, ongoing, or abandoned proposals, please provide details.
6. If during the past two (2) years and/or currently Contractor has undergone bankruptcy or similar proceedings, please provide details.

3.2 INSTRUCTIONS FOR COMPLETING THE CATEGORY 1 BID FORMAT SPREADSHEET

- A. List your company name and SPIN number. Enter the applicable contract years for the costs on this sheet (i.e. Years 1-3, vs 4, 5 or optional 6). Are you current on your 2023 SPAC/473 requirements? How many years of experience do you have working with the E-rate program?
- B. Fill in the circuit type you are proposing. Indicate your current maximum speed for your circuit types since the Library may require capacity beyond the listed speeds in the bid format over the life of the contract.
- C. Note the Current Contract End Dates for the members in Phase 1A for information on when services would be transitioned.
- D. The Library seeks quotes for speeds from 100 Mb – 10 G, however, lower speeds will be accepted if 100 Mb service is not available at certain locations. Please indicate the cost and capacity for your highest available speed. Bids are required to include the cost for each speed for the libraries in Phase 1A. Costs for libraries in Phase 1B are requested but are not mandatory at this time. If a standard cost per line is available for lines at other locations, please provide that cost as well. Do not submit costs in boxes marked N/A, if any. A complete listing of available speeds and costs within the range in the scope of this RFP will be included in the contract with the selected vendor. If all prices are not available at this time, prices for higher speeds and new member locations may be added via an amendment to the contract.
- E. Itemize any nonrecurring set-up and/or installation fees.
- F. List any applicable taxes and fees (including network access fees, regulatory fees, surcharges, etc.) for these services (% of MRC estimate is acceptable).
- G. Provide the GUARANTEED service availability date in the chart and also include your financial compensation policy for any late service starts as part of your bid.
- H. If construction beyond the connection site is required, please enter Yes in that column in the chart and provide a narrative description of the scope of the project and the required timeline.
- I. Indicate if your company owns the lines for the service you are proposing. If not, then include in your bid the name of company that owns the lines and the length of time you have worked with this other company.
- J. Indicate the cost/line of Static IP, if any.

3.3 CONTRACT REQUIREMENTS

The contract awarded to the successful Contractor pursuant to this RFP will include a copy of the Contractor's Proposal, the terms outlined below and elsewhere in this RFP, and such additional terms that are not inconsistent with the scope or purposes of this RFP and are mutually agreeable to OSOS

and the Contractor. The Contractor may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to the Contractor's signed Certifications and Assurances form attached to this RFP as Exhibit A. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

- A. Start Date: The Consortium seeks a guaranteed start date on or before July 1st of each year of the contract to coincide with the E-rate program year unless existing service contracts expire in a later month in the year.
- B. Term: The Consortium seeks a 5-year contract that automatically extends for one (1) annual renewal period at the same rate unless the Consortium notifies the selected vendor that a renewal is not desired. The contract would revert to a Month-to-Month arrangement at the same prices after the completion of the original term and extension. Library would consider other contract periods if they resulted in lower or more advantageous pricing. If the market supports a price reduction after the initial term, the library will exercise price reduction options, if any are available, as an amendment to the original contract.
- C. Non-Appropriation of Funds: The contract may be canceled or not renewed in the event of loss of federal E-rate, State or Library funds.
- D. Service Changes as Amendments: Within the scope of this RFP and the signed contract, the Library may seek to increase speeds, change circuit types, add lines, or add service to an existing or new location through change orders/contract amendments with the selected vendor to meet future consortium needs and to ensure cost effectiveness of the service. These changes may be the result of the need for greater capacity, greater cost effectiveness, expiration of existing contracts, new branch openings, new consortium members, or other circumstances. If different services are phased in over time, the original contract termination date will remain the same.
- E. Activation & Billing: Vendors shall notify both LIBTECH and the service recipient Library in writing before installation and upon completion of installation of all required circuits. Library shall have up to two weeks to reconfigure their systems and test that the services are functioning properly and will notify vendor in writing of their acceptance of the service. Billing may commence upon both the LIBTECH and the recipient Library's acceptance of the service. Bills will be consolidated for all consortium members and will be sent to the WA State Library on behalf of LIBTECH for payment.
- F. Service Level Agreement: A mutually agreed upon Service Level Agreement (SLA) will be included in the contract.
- G. Secure Networks Act: Library will not accept any equipment or services produced, provided by or containing parts, from any company, including parents, affiliates, or subsidiaries thereof, that the FCC has designated as a national security threat to the integrity of communications networks or the communications supply chain pursuant to 47 CFR 54.9(a). A list of covered communications equipment and services can be found on the FCC's website at <https://www.fcc.gov/supplychain/coveredlist>. The list will be updated as necessary, and proposers have the responsibility to check for updates and ensuring that all products and services in quotes and final contracts are compliant.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of Proposals shall be accomplished by an evaluation committee, to be designated by OSOS, which will determine the ranking of the Proposals. Both the

Contractors' responsibility and the responsiveness of their Proposals to this solicitation will be evaluated. In scoring against stated criteria, the evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other Proposals in terms of differing price and quality. These scores will be used to determine the most advantageous Proposal to OSOS.

After receipt of Proposals and prior to the recommendation of an award, OSOS, at its sole discretion, may initiate discussions with one or more Contractors for clarification, and/or select the top-scoring Contractors as finalists for an oral presentation, and/or initiate a best and final offer process.

4.2 RESPONSIBILITY

In determining whether a Contractor is responsible, OSOS will consider (1) the Contractor's ability, capacity, and skill to perform the contract; (2) The Contractor's character, integrity, reputation, judgment, experience, and efficiency; (3) Whether the Contractor can perform the contract within the time specified; (4) the quality of Contractor's performance of previous contracts; (5) The previous and existing compliance by the Contractor with laws relating to the contract; (6) Whether, within the three-year period immediately preceding the date of this RFP, the Contractor has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52; and (7) Such other information as may be secured having a bearing on the decision to award the contract.

4.3 RESPONSIVENESS

OSOS will initially classify all Proposals as either "responsive" or "nonresponsive". OSOS may deem a Proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the Proposal does not meet RFP requirements and specifications. OSOS may find any Proposal to be nonresponsive at any time during the procurement process. If OSOS deems a Proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the Contractor by email.

4.4 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Cost – 30% (Lowest cost for greatest capacity- most heavily weighted)	30 points
Coverage – 25% (Ability to serve the most locations and provide the most cost-effective services for the entire managed service project)	25 points
Circuit Quality – 15% (Quality and reliability of proposed circuits)	15 points
Comprehensive Proposal – 10% (Completeness, quality, and reliability of the Proposal)	10 points
References & Prior Experience – 10% (Prior positive experience with the Contractor and positive reports from the Contractor's references)	10 points
E-Rate Experience & Compliance – 10% (Contractor's prior experience with the E-rate Program and its	10 points

compliance with the E-Rate Program rules)

Executive Order 18-03 Evaluation Preference – 5%

5 points

MAXIMUM TOTAL POINTS

105

4.5 ORAL PRESENTATIONS

Oral presentations, if considered necessary or desirable, may be utilized in selecting the Apparent Successful Contractor. OSOS, at its sole discretion, may elect to select the top-scoring Contractors from the evaluation of Proposals for an oral presentation and final determination of contract award. The cut-off for the top-scoring Contractors will be based on several considerations, such as responsiveness, qualifications, and competitiveness, suitability of the products and services offered, cost and economy, and the ability of the Contractor to perform. Should OSOS elect to hold oral presentations, it will contact the top-scoring Contractors to schedule a date, time and location. Commitments made by the Contractor in the oral presentation, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the Apparent Successful Contractor.

4.6 BEST AND FINAL OFFER (BAFO)

Contractors are encouraged to submit their most competitive offer, but there is a potential for a best-and-final offer (BAFO) process. This section defines that process.

OSOS reserves the right, any point during the evaluation of Proposals, to notify all remaining responsive and responsible Contractors that OSOS will require them to submit BAFOs. Contractors will not be allowed to make material changes to their Proposals unless they receive a request for a BAFO from OSOS.

The notice will be in writing and will set a specific time and date certain by which the Contractor must submit the BAFO to OSOS. The BAFO notice may set additional conditions and requirements for its submission. The notice will advise Contractors that the BAFO shall be in writing and that following the closing date for submission, OSOS intends to select the highest scoring responsive and responsible Contractor for award. Prior to the closing date for the submission of BAFOs, OSOS may, at its discretion, engage in discussion with any or all remaining Contractors regarding how they can make their Proposals more responsive to the selection criteria in the RFP. All Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any pricing information or other content derived from Proposals submitted by competing Contractors.

For purposes of the BAFO, Contractors may make such changes to their original Proposals as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and the BAFO notice. Changes to the original Proposal must be clearly identified in the re-submitted Proposal.

Evaluation of BAFOs and selection of the Apparent Successful Contractor will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be substantially in accordance with the terms requested in this RFP and may not materially alter the requirements of the RFP. Contractors may be requested to make an oral presentation regarding their BAFO. The evaluation team may accept or reject any information submitted in a BAFO.

Contractors are not required to submit a BAFO and may submit a written response stating that their original Proposal remains as originally submitted. If a BAFO process is initiated, all Contractors that submitted a Proposal will be eligible for a debriefing conference.

At the conclusion of negotiations with the Apparent Successful Contractor, OSOS will require that the Contractor submit a signed contract as a BAFO pending acceptance.

4.7 REQUEST FOR DOCUMENTS

Upon concurrence with the recommendation of the evaluation committee, the RFP Coordinator will request from the Apparent Successful Contractor the required documents and information, such as insurance policy documents, contract performance security, an electronic copy of any requested material (e.g., the Proposal, responses to clarification questions), and any other necessary documents. Receipt of this request does not constitute a contract between the Contractor and OSOS.

4.8 CONTRACT EXECUTION

Upon receipt of all required materials, a contract containing the requirements set forth in this RFP and such additional terms and conditions not inconsistent with the scope or purposes of this RFP as OSOS and the Apparent Successful Contractor negotiate and mutually agree to will be presented to the Apparent Successful Contractor for signature. The Apparent Successful Contractor will be expected to accept and agree to all material requirements contained in the contract. If the Apparent Successful Contractor does not accept all material requirements, OSOS may move to the next highest scoring Contractor, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties and OSOS has given the Contractor a notice to proceed.

4.9 NOTIFICATION TO CONTRACTORS

Contractors whose Proposals are not selected for further consideration or award will be notified by the RFP Coordinator via e-mail.

4.10 COMPLAINT, DEBRIEFING AND PROTEST PROCEDURES

A. COMPLAINTS

A Contractor may file a complaint concerning this RFP after any applicable question and answer period has ended, up until five (5) business days before the Proposal due date. The complaint may be based on any of the following:

- The solicitation unnecessarily restricts competition
- The solicitation evaluation or scoring process is unfair or flawed
- The solicitation requirements are inadequate or insufficient to prepare a response

Complaints must be in writing and sent to the RFP Coordinator. They should clearly articulate the basis for the complaint and should include a proposed remedy.

The RFP Coordinator will respond to all complaints in writing, and will post the response, including any changes to this RFP, on WEBS and the OSOS website. The RFP Coordinator's response to a Contractor's complaint is final and no appeal is available. The complaint may not be raised again during the protest period.

B. DEBRIEFING

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor after the announcement of the Apparent Successful Contractor. The request must be received by the RFP Coordinator within three (3) business days after the Contractor is notified that their bid was unsuccessful. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the unsuccessful Contractor's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person, by telephone, or virtually via Microsoft Teams or other virtual platform and will be scheduled for a maximum of one hour.

C. PROTESTS

This procedure is available to Contractors who submitted a Proposal in response to this RFP and who participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed five (5) business days to file a protest of the award with the RFP Coordinator.

Contractors protesting an award shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to unsuccessful Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in the scoring of Proposals, if applicable
- Non-compliance with procedures described in this RFP or OSOS policy
- Non-compliance with procedures described in the procurement document or agency protest process or DES policy requirements.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a Proposal, or OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. The Secretary of State or an employee delegated by the Secretary of State who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that submitted a Proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSOS's action; or
- Find only technical or harmless errors in OSOS's procurement process and determine OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSOS options which may include:

- Correct the errors and re-evaluate all Proposals;
- Reissue the solicitation document and begin a new process; or
- Make other findings and determine other courses of action as appropriate.

If OSOS determines that the protest is without merit, OSOS may enter into a contract with the Apparent Successful Contractor. If the protest is determined to have merit, one or more of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and no appeal is available. If a Contractor does not accept the OSOS protest response it may try to seek relief from superior court.

5. RFP EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Certifications and Assurances |
| Exhibit B | Small Business Self-Certification Statement |
| Exhibit C | Contractor Certification for Executive Order 18-03 – Workers’ Rights |
| Exhibit D | LIBTECH Consortium Membership and Phases Chart |
| Exhibit E | Category 1 Internet Access and WAN Services Bid Format Spreadsheet |

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. That all answers and statements made in the Proposal are true and correct.
2. That the prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Proposal.
3. That the attached Proposal is a firm offer for the period of time specified in the solicitation, and it may be accepted by OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within that specified time period.
4. That in preparing the Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. That I/we understand OSOS will not reimburse me/us for any costs incurred in the preparation of the Proposal. All Proposals become the property of OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the Proposal.
6. That unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by me/us and will not knowingly be disclosed by me/us prior to the bid deadline, directly or indirectly, to any other Contractor or to any competitor.
7. That I/we agree submission of the attached Proposal constitutes acceptance of the solicitation contents and the attached Service Contract including General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
9. That the Contractor has not, within the three-year period immediately preceding the date of the solicitation, been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52.

I/we hereby certify, under penalty of perjury under the laws of the state of Washington, that the foregoing is true and correct.

*(Signature of person authorized to sign
on behalf of Contractor)*

*(Signature of person authorized to sign
on behalf of Contractor)*

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Location)

(Date)

(Location)

EXHIBIT B

SMALL BUSINESS**SELF-CERTIFICATION STATEMENT****RCW Chapter 39.26.010(22) states:**

(22) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - (i) Fifty or fewer employees; or
 - (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
- (b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that

_____ **meets the above definition of a "small business".**
(Name of Contractor)

*(Signature of person authorized to sign
 on behalf of Contractor)*

(Printed name)

(Title)

_____ *(Date)* _____ *(Location)*

EXHIBIT C

**CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

In consideration of the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Office of the Secretary of State is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: RFP-23-04

I hereby certify, on behalf of the firm identified below, as follows (*check one*):

- ☐ **No Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees.** This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ **Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and/or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Printed name

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

EXHIBIT D

LIBTECH CONSORTIUM MEMBERSHIP AND PHASES

[Excel Document Attached]

EXHIBIT E

**CATEGORY 1 INTERNET ACCESS AND WAN SERVICES
BID FORMAT SPREADSHEET**

[Excel Document Attached]