

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

**REQUEST FOR PROPOSALS**

**RFP NO. 17-04**

**PROJECT TITLE: Statewide Internet Access Service for K-20 Education Network**

**PROPOSAL DUE DATE:**

**EXPECTED TIME PERIOD FOR CONTRACT: 3 years with option to extend 2 additional 1 year periods.**

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

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# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State, Washington State Library Division, hereinafter called "OSOS," is seeking up to 2 Gbps Internet Access Service based on the 95<sup>th</sup> percentile level of actual usage on behalf of up to 18 library systems statewide. This request is solely for Internet Access Services for these library sites connected to Washington State's K-20 Education Network and not for the transport services or individual circuits to interconnect these locations. This RFP is open to both private and public Consultants. The contract document for private and public Consultants is different so two samples are included in this RFP.

## 1.2 OBJECTIVE

Provide Internet access services for Library Sector sites connected to Washington's K-20 Education Network

## 1.3 MINIMUM QUALIFICATIONS

The private Consultant must be licensed to do business in the state of Washington. The Consultant must be registered to do business with the state and have a current Unified Business Identifier (UBI) number. The Consultant must be registered with the Universal Service Administrative Company (USAC) and certified to deliver the discounted services sought under the federal E-rate Program.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2017 and to end on June 30, 2020 unless terminated sooner as provided herein. This Agreement can be extended for up to two (2) additional one-year periods at the option of both parties.

## 1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

**OSOS** – The Office of the Secretary of State is the agency of the state of Washington that is issuing this RFP.

**Consultant** – Individual or company submitting a proposal in order to attain a contract with OSOS.

**Contractor** – Individual or company whose proposal has been accepted by OSOS and is awarded a fully executed, written contract.

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

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

# 2. GENERAL INFORMATION FOR CONSULTANTS

## 2.1 RFP COORDINATOR

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

Name	Gary C. Bortel, IT Services Manager for Library Development
Address	Washington State Library
Address	P.O. Box 42460
City, State, Zip Code	Olympia, WA 98504
Phone Number	360.570.5588
Fax Number	360.586.7575
E-Mail Address	<a href="mailto:gary.bortel@sos.wa.gov">gary.bortel@sos.wa.gov</a>

Any other communication will be considered unofficial and non-binding on OSOS. Consultants 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 Consultant.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	3/13/17
Question and answer period	3/13 through 24
Last date for questions regarding RFP	3/24
Place complete list of Q&As on WEBS and OSOS web	3/27
Last amendment to RFP	4/5
Last day for complaint	4/7
Proposals due	4/14
Evaluate proposals	4/17 through 21
Announce "Apparent Successful Bidder" (ASB) and send notification via fax or e-mail to unsuccessful proposers	4/24
Hold debriefing conferences (if requested)	See 4.5
Protest	See 4.6
Negotiate contract/agreement	4/25 through 5/4
Execute contract/agreement	5/5
Begin contract work	July 1, 2017

OSOS reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00 p.m., Pacific Time, on 4/14/17. Attachments to the e-mail shall be in Microsoft Word or PDF format.

The proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of OSOS.

The Consultant's Response must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed Response 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 Consultant's contact information for this RFP with name, title, email, and telephone number.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant 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 Exhibit A, Certifications and Assurances form. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

## 2.4 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 Deputy Secretary of State and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined under the Public Records Act, Chapter 42.56 RCW.

Any information in the proposal that the Proposer 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 Proposer 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 Proposer's request for exemption from disclosure; however, OSOS will make a decision predicated upon chapter 42.56 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Proposer 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 proposer 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 or in the OSOS's rules and statutes. 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.

## 2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, amendments will be published on WEBS and the OSOS web site, as follows: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, the published questions and answers from the preproposal conference and any other pertinent information shall be considered an amendment to the RFP and also placed on 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.

## 2.6 ACCEPTANCE PERIOD

Proposals must provide 45 days for acceptance by OSOS from the due date for receipt of proposals.

## 2.7 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant 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.

Responsive Consultants must answer "yes" to the questions in the following table:

In order for responses to be deemed responsive, respondents MUST be in compliance with the mandatory items listed in the following table.

MANDATORY REQUIREMENTS TABLE (to be responsive must answer 'yes' to all items):

<i>As a provider of Internet Service, do you:</i>	<b>Yes</b>	<b>No</b>
Have current registration with the Universal Service Administrative Company (USAC) and certification to deliver the discounted services sought under the federal E-rate Program.		
Use only "Tier 1" National Service Providers (NSP) that have robust national backbones (10 Gigabit or greater in bandwidth)?		
Have a backbone router presence in Seattle at the Westin Building (2001 Sixth Ave, Seattle 98121), the primary hub of the WA K-20 network?		
Have a router presence in Spokane at the US Bank Building (422 W Riverside, Spokane 99201), allowing for diverse paths to the Internet over Washington's K-20 Network should there be an outage at the Westin location.		
Have multiple, redundant connections to the commercial Internet at least at the 10 Gigabit Ethernet level.		
Have a high degree of geographically distributed interconnectivity with other NSPs, including a large number of point-to-point private peerings with the other "Tier 1" NSPs.		
Include IPv6 support in base offering.		

If a vendor is able to respond 'yes' to all items listed above, then the vendor is requested to complete 3.2 TECHNICAL PROPOSAL and 3.4 COST PROPOSAL.

## **2.8 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 Consultant can propose.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSOS.

## **2.9 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample Service Contract attached as Exhibit B or C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

## **2.10 COSTS TO PROPOSE**

OSOS will not be liable for any costs incurred by the Consultant 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.

**2.11 NO OBLIGATION TO CONTRACT**

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

**2.12 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.

**2.13 COMMITMENT OF FUNDS**

The Director of OSOS or his delegate are the only individuals who may legally commit OSOS to the expenditures 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.

**2.14 ELECTRONIC PAYMENT**

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

**2.15 INSURANCE COVERAGE**

Should a contract be awarded to a private entity pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit B, Service Contract.

**Worker's Compensation Coverage**

The 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 responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

**3. PROPOSAL CONTENTS**

The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

**3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant 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 Consultant 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 Consultant (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 and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Consultant 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 Consultant's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

### 3.2 TECHNICAL PROPOSAL (SCORED)

#### DESIRABLE ITEMS (25 points):

So that WSL may fairly evaluate and compare the specific offerings provided by responding vendors, please provide detailed responses to the following items:

1. Please describe the redundant connections to the commercial Internet that you are able to provide. Include detail regarding locations, bandwidth, and any other information that may allow WSL to better understand the nature of your offering. **[5 points]**
2. Please provide a detailed description of your interconnectivity with other NSPs. Provide as much detail as possible regarding point-to-point private peerings with the other "Tier 1" NSPs, geographical disbursement, and any additional details that may allow WSL to better understand the nature of your offering. **[5 points]**
3. Do you provide direct connectivity to at least one high-performance Internet2/Next Generation Internet backbone? If yes, please describe. **[5 points]**
4. Please describe the NOC services offered (online graphs, web portal, ability to report usage at individual sites utilizing this service, etc.)? What response times are typical for DDoS attacks? How do you address DDoS mitigation? **[10 points]**

### 3.3 Related Information (MANDATORY for private vendors. Not applicable to public entities) (Not Scored)

If the Consultant 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.

If the Consultant'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, agency previously or currently employed by, job title or position held and separation date.

If the Consultant 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 Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant'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 Consultant in the past five years, so indicate.

**3.4 COST PROPOSAL (SCORED)**

**Identification of Costs (75 points):**

WSL is seeking up to 2 Gbps Internet Access (no circuit) service. Billings must be based on the 95th percentile level of actual usage.

1. What is the annual cost for the identified IA services at both the 1 Gbps and 2Gbps levels? **(40 points)**
2. Are there additional recurring and non-recurring costs associated with this service? (e.g. installation, set-up fees, etc.) It has been determined that additional operational expenses (e.g. Hardware and labor) at the 1Gbps level and above will be generated to accommodate IA vendors not currently serving the Washington K-20 Educational Network. These charges will be considered in addition to vendor specific costs during evaluation: Non-recurring cost: \$12,804; Monthly recurring costs: \$298. **(35 points)**

**Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

**4. EVALUATION AND CONTRACT AWARD**

**4.1 EVALUATION PROCEDURE**

Responsive 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 team, to be designated by OSOS, which will determine the ranking of the proposals.

OSOS, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

**4.2 EVALUATION WEIGHTING AND SCORING**

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

Technical Proposal – Desirable Items		25 points
Redundant connections to the commercial Internet	5 points (maximum)	
Interconnectivity with other NSPs	5 points (maximum)	
Direct connectivity high-performance Internet et al.	5 points (maximum)	
NOC services offered	10 points (maximum)	
Cost Proposal		75 points
Annual cost for the identified IA services	40 points (maximum)	
Additional recurring and non-recurring costs	35 points (maximum)	_____
<b>Total</b>		<b>100 points</b>

### 4.3 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

### 4.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

### 4.5 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants 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 the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or OSOS policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) 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. OSOS director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five 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 Consultant which submitted a proposal, such Consultant 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 acquisition 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, and/or
  - 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 will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

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

## **5. RFP EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Service Contract including General Terms and Conditions (GT&Cs) for Private Entity.
- Exhibit C Intergovernmental Agreement for Public Entity.

