

**Request for Quotation
RFQ 19-500
Ethernet Transport Services
for the
K-20 Education Network
Released by
Office of Financial Management
Washington State
August 20, 2019**

WEBS COMMODITY CODE:

838-33 Communications: Networking, Linking, Fiber Modems, Power Over Ethernet, Wireless

918-95 Telecommunications Consulting

906-84 Telecommunications Systems (Telephone, Radio, etc.) - Architectural

Bidders are solely responsible for accessing the Request for Quotation (RFQ) documents via Washington's Electronic Business Solution (WEBS) or the Office of Financial Management's website at:

http://ofm.wa.gov/contracts_procurements/default.asp

Failure to obtain these documents via WEBS may result in a Bidder having incomplete, inaccurate or otherwise inadequate information for bidding.

Bidders are solely responsible for:

- Downloading this solicitation consisting of the RFQ, Appendices, and any related incorporated documents provided by the RFQ Coordinator.
- Downloading all Addenda, if any, to this RFQ to ensure receipt of all updates and revisions.

WEBS notification via automated email of Addenda to the RFQ will only be provided to those Bidders who have registered with WEBS and **have downloaded the RFQ from WEBS**. Bidders must check their email spam filters to ensure receipt of WEBS email notifications are not being blocked.

ADA COMPLIANCE:

The Office of Financial Management complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFQ Coordinator to receive the competitive procurement documents in Braille or on tape.

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1. INTRODUCTION

1.1 BACKGROUND

The Washington State K-20 Education Network (K-20) is the nation's first high-speed, high-capacity network linking colleges, universities, K-12 school districts and libraries statewide.

The K-20 Education Network provides a dedicated, carrier class network for video, communication, and data services to education facilities across the state.

With the continued growth in use of online instructional resources as well as online assessment in K-12, the Washington State Superintendent of Public Instruction is promoting the State Educational Technology Director's Association (SETDA) target bandwidth goals for Washington school districts.

1.2 PURPOSE

The Office of Financial Management (OFM) is conducting this procurement on behalf of the K-20 Education Network Program (K-20) to re-procure existing secondary Ethernet circuits for disparate sites designated by K-20 throughout Washington State.

The purpose of this Request for Quotation (RFQ) is to contract with one or more qualified Ethernet telecommunications vendors to provide Ethernet services between multiple K-20 customer end sites and K-20 node sites for integration onto the K-20 network. The Attachment B - Bidder Evaluation Pricing Worksheet contains the site addresses.

All requirements of this RFQ are ***mandatory*** unless otherwise indicated in this document or an amendment or addendum hereto.

1.3 MINIMUM QUALIFICATIONS

To be considered Responsive to this RFQ, Bidder must have a minimum of two (2) years' experience providing the proposed services to customers with networks of equivalent size and complexity as the State of Washington's K-20 Education Network (www.k20wa.org), the subject of this procurement.

Further, Bidder must:

1. Participate in the Schools and Libraries Program (commonly known as E-rate) of the Universal Service Administrative Company (USAC). Bidder must provide a current Service Provider Identification Number (SPIN) in its Letter of Submittal (See Section 3.1.d of this RFQ) and be in good standing with USAC.
2. Have the demonstrated ability to provide Telecommunications Services (Form 499 filer), or be an eligible Telecommunications provider in accordance with FCC rules.

1.4 TERM OF CONTRACT AND PERIOD OF PERFORMANCE

The term of the Contract resulting from the RFQ will be approximately five years beginning upon the last date of signature between the parties through June 30, 2025.

OFM reserves the option to renew the contract by up to five (5) additional one (1) year terms in increment(s) that best meet the needs of OFM. Option(s) to renew shall be at the sole discretion of OFM.

The period of performance for specific Services ordered under the Contract(s) resulting from this RFQ is tentatively scheduled to begin on or about July 1, 2020 and to end on June 30, 2025. Except, the period of performance for single profile awards will be no more than 2 years. Amendments extending the period of performance, if any, will be at the sole discretion of OFM and K-20.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

“Acceptance” means that the Services successfully passes K-20 Acceptance Testing and shall be formalized in a written notice from K-20 to Contractor.

“Acceptance Date” for Contractor-installed Service means the date upon which K-20 formally accepts the Services as specified in RFQ Attachment A.

“Acceptance Testing” means the process for ascertaining that the Services meet the standards set forth in RFQ Attachment A. Ethernet Performance Requirements, prior to Acceptance by K-20.

“Agency” mean the Office of Financial Management.

“Apparently Successful Bidder” or **“ASB”** means Bidder(s) selected as an entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

“Bidder” shall mean the company, organization, or entity submitting a Response to this RFQ, its subcontractors and affiliates.

“Bidder Demarcation Point” shall mean a physical location at the K-20’s site where the Bidder’s service physically terminates and is cross-connected to the K-20’s equipment.

“Business Days” or **“Business Hours”** means Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Contract” means this RFQ, the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this RFQ.

“Contractor” shall mean the individual or company with whom a contract has been executed as a result of this RFQ.

“K-20 Node” shall mean a K-20 operated backbone telecommunications facility.

“OFM” shall mean Office of Financial Management.

“**Response**” shall mean the written proposal submitted by Bidder to OFM in accordance with this RFQ.

“**Service**” means the provision of access to Bidder Ethernet infrastructure that meets or exceeds the standard of performance set forth in this RFQ and the resultant Contract. Service is inclusive of all activities to provide such access and standard of performance, between multiple K-20 customer end sites and K-20 node sites for integration onto the K-20 network.

“**Term of Service**” shall mean the minimum period of service for which a circuit is ordered.

“**Unsuccessful Bidder**” shall mean Bidder(s) who submitted a Response and not selected as an ASB to perform the anticipated services.

1.6 ADA

The OFM complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFQ Coordinator to receive this RFQ in Braille or on tape.

1.7 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 Revised Code of Washington (RCW). Bidders should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

2. GENERAL INFORMATION

2.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact for this procurement. All communication between the Bidder and the State of Washington upon release of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Brenda R. Rix RFQ Coordinator
Mailing Address	Office of Financial Management PO Box 43113 Olympia, WA 98504-3113
E-Mail Address	Brenda.Rix@ofm.wa.gov
Telephone	(360) 902.0426

Any other communication will be considered unofficial and non-binding on the OFM and the state of Washington. Bidders are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator will result in disqualification of the Bidder. OFM reserves the right to revise the Schedule as deemed necessary to facilitate the procurement process.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Quotations	August 20, 2019
Bidders may submit written questions until 3:30 PM Pacific	August 29, 2019
OFM will issue responses	September 9, 2019
Complaints DUE by 3:30 PM Pacific	September 30, 2019
Bidder Response DUE by 3:30 PM Pacific	October 8, 2019
OFM announces “Apparent Successful Bidder” and begins contract negotiations	November 1, 2019
OFM notifies Unsuccessful Bidders	November 1, 2019
Unsuccessful Bidders may request Debriefing until 3:30 PM Pacific	November 6, 2019
OFM holds Debriefing Conferences, if requested	November 12-15, 2019
Unsuccessful Bidders may submit protest(s) until 3:30 PM Pacific	November 22, 2019
Estimated first date of executed contracts	January 6, 2020
Contract work may begin (assuming contract has been executed)	January 6, 2020
Estimated target completion date for all service installs	July 1, 2020

2.3 OBTAINING THIS RFQ

To be considered responsive, Bidder MUST download a copy of this RFQ from the Electronic Business System (WEBS) web site found at:

<http://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

Be sure to look at this website periodically in order to be sure you have downloaded any addenda or clarifications. Failure to obtain these documents via WEBS may result in a Bidder having incomplete, inaccurate or otherwise inadequate information for bidding.

2.4 QUESTIONS AND ANSWERS ABOUT THIS RFQ

Bidders may submit written questions about this RFQ to the RFQ Coordinator via e-mail or US mail. Questions will be accepted until the date set forth in the Section 2.2 *Estimated Schedule of Procurement Activities*. Early submission of questions is encouraged. Questions and answers will be posted by addenda on WEBS and on the OFM website at www.ofm.wa.gov. Bidders may only rely on written statements issued by the RFQ Coordinator. Any oral communications are unofficial and are not binding on OFM.

2.5 REVISIONS TO OR CANCELLATION OF THIS RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be published via the WEBS at the website set forth in Section 2.3 *Obtaining this RFQ*.

At its sole discretion, the OFM reserves the right to cancel or to reissue this RFQ in whole or in part, prior to execution of a contract.

2.6 SUBMISSION OF RESPONSES

Bidders are required to submit Responses including all written materials and assurances as an attachment to an e-mail to the RFQ Coordinator at the e-mail address set forth in Section 2.1 *RFQ Coordinator*, on or before the Response due date and time stated in Section 2.2 *Estimated Schedule of Procurement Activities*.

Label the subject line of Bidder Response e-mail with: **RESPONSE to RFQ # 19-500**. The Response must be in the English language, and all measurements and quantities must be stated in units required by law in the United States.

Bidders should allow sufficient time to ensure timely receipt of the Response by the RFQ Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration.

OFM assumes no responsibility for delays caused by Bidder's e-mail, network problems or any other party. Zipped files cannot be received by OFM and cannot be used for submission of Responses. All Responses and any accompanying documentation become the property of the OFM and will not be returned.

RFQ Response. All requirements (whether administrative or technical) of this RFQ are ***mandatory*** unless explicitly stated otherwise. Bidder must provide a response to each RFQ item that will be evaluated on a pass or fail basis. The response must indicate explicitly whether or not the Bidder or its proposed Subcontractor meets the requirement and provide all information requested. A statement, "(Bidder Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.

Bidder Responses to RFQ requirements must be in the same order as they appear in this RFQ.

2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All submitted Responses to this solicitation will become the property of the OFM. All Responses received will remain confidential until the Apparently Successful Bidder has been announced; thereafter, the Responses will be deemed public records as defined in Chapter 42.56 RCW.

Any information in the Response that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page. Marking the entire Response exempt from disclosure or as confidential will not be honored.

If a public records request is made for the information that the Bidder has marked as proprietary or confidential, OFM will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the OFM will release the requested information on the date specified. If a Bidder obtains the court order enjoining disclosure, to the extent consistent with Chapter 42.56 RCW, the OFM shall maintain the confidentiality of the Bidder's information identified as proprietary.

Regardless of Bidder claims of proprietary information, all pricing information will be made publicly available upon award of a contract resulting from this RFQ.

2.8 ACCEPTANCE OF RFQ TERMS

The Bidder acknowledges that the submission of a Response, which includes a signed Bidder Certification and Assurance Form, attached as Exhibit A, constitutes a binding offer that is valid for 120 days from the due date for receipt of Responses set forth in Section 2.2 *Estimated Schedule of Procurement Activities*.

2.9 RESPONSIVENESS

All Responses will be reviewed by the RFQ Coordinator to determine compliance with Minimum Qualifications and Administrative Requirements and instructions specified in this RFQ. The Bidder is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Response as non-responsive.

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

Bidders are liable for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submission. OFM is not liable for any errors in Responses.

Responses that pass the Responsiveness screening will be further evaluated against the remaining RFQ criteria.

2.10 MOST FAVORABLE TERMS

The OFM reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. The OFM does reserve the right to contact a Bidder for clarification of its Response.

The Apparent Successful Bidder(s) should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Bidder's Response.

2.11 CONTRACT

Use of Previous Contracts. Bidders with current Ethernet services contract(s) awarded as a result of RFQ 18-1500 issued on October 16, 2018 OR RFQ 17-1700 issued on October 23, 2017 may propose the use those contracts as the basis for sites awarded under this RFQ. Due to changes to OFM's

sample contract, contracts awarded prior to October 23, 2017 may not be used as the basis for awards resulting from this RFQ. Eligible Bidders must specify this option in their response.

Bidder Response to this Section. The Apparently Successful Bidder(s) (ASB) will be expected to enter into a contract, which is expected to be substantially the same as the proposed contract attached as Exhibit C *Proposed Contract*. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation which may, at the sole discretion of OFM, be grounds for disqualification from further consideration in the award of a Contract.

Any specific exceptions to the attached terms and conditions must be identified in the Response. The OFM will review requested exceptions and determine whether to accept, negotiate further or reject the same at its sole discretion.

Bidder exceptions to the sample contract terms and conditions, additional or alternate terms and conditions must be submitted by Bidder with their Response by the Response due date. Using Exhibit C1 - Proposed Contract Subjects, identify any concerns along with proposed alternate and/or additional terms and conditions the Bidder would like to identify. In addition, Bidder may use the track changes function in the proposed contract document and submit the track changes version as a companion to but ***not*** as a replacement of Exhibit C1.

Bidder must explain why each item proposed as additional contract terms is in the OFM's best interest as a customer and how it will support the OFM's business objectives. Where terms and conditions cannot be changed and may result in negative consequences on the quality of goods and services or their supply, Bidders are required to recommend methods of mitigating or limiting these negative consequences.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASB will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If any selected ASB fails to sign a final Contract within the allotted ten (10) days' time frame, OFM may elect to cancel the site(s) awarded to that ASB, and award the sites to the next ranked Bidder(s), or cancel or reissue this solicitation for those sites.

2.12 TERMINATIONS FOR DEFAULT

Bidder must definitively and in good faith respond to this requirement within its Response by answering questions in Exhibit A – Certifications and Assurances document. Providing a website or other format requiring OFM to search for the answers to this requirement outside of the Bidder's Response may be grounds for disqualification.

2.13 COSTS TO PROPOSE

The OFM will not be liable for any costs incurred by the Bidder in preparation of a Response submitted in response to this RFQ or any other activities related to responding to this RFQ.

2.14 NO OBLIGATION TO CONTRACT

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

2.15 REJECTION OF RESPONSES

The OFM reserves the right at its sole discretion to reject any and all Responses received without penalty and not to issue a contract as a result of this RFQ.

2.16 NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply Services to the OFM, the OFM is neither endorsing Bidder's Products, nor suggesting that they are the best or only solution to the OFM's needs. By submitting a Response, Bidder agrees to make no reference to OFM, the K-20 Education Network, or the State of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without prior review and express written consent.

2.17 ASSUMPTIONS

OFM will rely upon representations made in the Bidder Response. If the Bidder chooses to identify assumptions or dependencies on which it has based its Response, OFM retains the right to determine if the Bidder's assumptions/dependencies render the Response non-responsive.

2.18 COMPLAINTS

This procedure is available to potential Bidders who are contemplating submitting a Response to this RFQ. Only complaints concerning the following subjects shall be considered:

- A claim that the solicitation unnecessarily restricts competition;
- A claim the solicitation evaluation or scoring process is unfair or flawed, or
- A claim the solicitation requirements are inadequate or insufficient to prepare a response.

Bidders complaining about this procurement must follow the procedures described below. Complaints that do not follow these procedures will not be considered. If a Bidder registers a complaint against this solicitation, the complaint cannot be raised again during the protest period.

All complaints must be in writing and signed by the complaining party or an authorized agent. The complaint must be sent to the Procurement Coordinator, or designee, as scheduled in Section 2.2 *Estimated Schedule of Procurement Activities* and must clearly articulate the basis for the complaint. The Bidder submitting the complaint must also include a proposed remedy.

Upon receipt of a complaint, a complaint review will be held by the OFM. The OFM Procurement Coordinator will respond to complaints in writing and the OFM director will be notified of all complaints and provided a copy of the OFM's response. A copy of the response to the complaint, including any changes to the solicitation, will also be posted to WEBS.

The complaint process does not include an appeal process.

3. ADMINISTRATIVE REQUIREMENTS

A Bidder Checklist, Exhibit D, may be used to assist Bidder in meeting the Administrative and Mandatory (M) Requirements for responsiveness.

3.1 LETTER OF SUBMITTAL & CERTIFICATION

A Letter of Submittal and each certification form (Exhibits A1, A2, B and B2 to this RFQ) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

3.1.1 Bidder Qualifications Form (MANDATORY)

Bidder must submit a completed Qualifications Form, Exhibit A1. Bidder must sign and include any attachments that are necessary.

3.1.2 Bidder Certification Form (MANDATORY)

Bidder must submit a completed Certification and Assurances Form, Exhibit A2. Bidder must sign and include any attachments that are necessary.

3.1.3 Wage Theft Certification Form (MANDATORY)

Bidder must submit a completed Wage Theft Prevention Certification, Exhibit B. Bidder must sign and include any attachments that are necessary.

3.1.4 Workers' Rights Certification Form (MANDATORY)

Bidder must submit a completed Workers' Rights Certification, Exhibit B2. Bidder must sign and include any attachments that are necessary.

4. ETHERNET PERFORMANCE REQUIREMENTS (MANDATORY)

Bidders shall use Performance and Service Requirements Certification document, Attachment A, to respond to Mandatory requirements.

5. SERVICE REQUIREMENTS (MANDATORY)

Bidders shall use Performance and Service Requirements Certification document, Attachment A, to respond to Mandatory requirements.

6. BIDDER FINANCIAL RESPONSE

6.1 INTRODUCTION

The OFM intends to award one or more contracts for the circuits listed on the Attachment B, *Bidder Evaluation Pricing Worksheet*.

The award for each circuit will be made to the respondent that meets all mandatory requirements and has the lowest "Bidder Evaluation Price" for the proposed circuit.

For each site on which Bidder intends to bid, Bidder must provide pricing for all items indicated in the Attachment B, *Bidder Evaluation Pricing Worksheet* for that site. If any item is left blank or does not include an actual cost, the Bidder will not be eligible to be awarded that site.

6.2 MOST FAVORED NATIONS

If, during the term of the Contract, lower prices and rates are made available by the Bidder to any other customer for like terms, conditions, quantities and services, K-20 must be given immediate benefit of such lower prices and rates.

6.3 PRICING WORKSHEET (MANDATORY)

Attachment B, *Bidder Evaluation Pricing Worksheet* (Pricing Worksheet) is provided for the Bidder's Response. The Pricing Worksheet can be found in electronic form at the Washington Electronic Business System (WEBS) at <http://www.ga.wa.gov/webs/> and at ofm.wa.gov :

The Bidder's Pricing Worksheet **must be submitted in the MS Excel format provided. DO NOT MODIFY THE COLUMNS OR PRICING METHODS.**

The following definitions and notes apply to the Pricing Worksheet:

OFM/K-20 is seeking pricing for multiple bandwidth profiles at various locations across the State. Service installation addresses, site contact information, and bandwidth profile speeds are specified in the Pricing Worksheet.

OFM/K-20 reserves the right to purchase any bandwidth for which pricing is provided at its sole option at any time during the term of the contract. K-20 will have no obligation to change bandwidth at any time during the term (including any extension of the term) of the contract.

Initially, both bandwidth profiles A and B will be used to compute Bidder's Evaluation Price (Column T, Bidder Evaluation Price). The resulting contract(s) will reflect both bandwidth pricing options, in addition to bandwidth profile C, if available.

In the event that a site receives a bid for only profile A or profile B, K-20 reserves the right to award a contract to the contractor for that site if there are no bids for both profile A and B together for that site. Period of performance for single profile(s) will be limited as set forth in Section 1.4 *Term of Contract and Period of Performance*.

Bidder must complete the following for each site bid:

1. Individual Circuit Pricing
 - a. Monthly Recurring Costs (MRC) – Columns I, L and O
 - i. Bidders must provide monthly pricing for both bandwidth profiles A and B. The monthly recurring cost must include all monthly recurring cost elements for the circuit components between the listed demarcation points for the corresponding bandwidth profile.
 - ii. Bidders that can only provide bandwidth for profile A or B at any of the sites are encouraged to provide pricing for that profile. K-20 will consider these bids if no bids are received for both profiles at the site.

- iii. Bandwidth Profile C is not part of the evaluation and is optional for the Bidder to complete. Pricing from Profile C will be used should bandwidth greater than profile B be needed during the term.
- iv. A blank cell in column I, L or O on the Pricing Worksheet will be interpreted a non-bid for the corresponding bandwidth profile.

b. One Time Cost or Installation Cost – Columns J, M and P

- i. Bidders must provide a total one-time charge, if any, for the Bidder to install the defined Service. The installation price must include all one-time charges for the circuit components between the listed demarcation points for the corresponding bandwidth profile.
- ii. The one time costs for bandwidth Profile B, if any, must be the incremental cost to upgrade from bandwidth Profile A to bandwidth Profile B. Similarly, bandwidth Profile C's one time cost, if any, must be the incremental cost to upgrade from bandwidth Profile B to bandwidth Profile C.
 - 1. If Bidder is awarded a site and OFM/K-20 elects to initially purchase Profile B, the total one time cost for the installation of Profile B will be the sum of the one time costs for both Profile A and B. Similarly, if OFM/K-20 elects to initially purchase Profile C, the total one time cost for the installation of Profile C will be the sum of the one time costs for bandwidth Profiles A, B and C.
- iii. A blank cell in column J, M or P on the Pricing Worksheet will be interpreted as no one time cost (\$0.00), for the corresponding bandwidth profile's installation or upgrade.

2. Bidder Proposed Node Sites

It is mandatory for Bidders to provide services to at least one K-20 node. K-20 will purchase trunks at identified nodes, and Bidder shall hand off a single trunk and not individual connections.

- a. Proposed Node Site (Column Q) – Bidder must identify which K-20 Node Site they propose for each site termination. K-20 Node Sites from which to choose are:
 - i. Seattle:
Westin Building
2001 Sixth Ave, 19th Floor Meet-Me-Room
Seattle, WA 98121
 - ii. Portland:
Pittock Building
921 SW Washington, T250 Meet-Me-Room
Portland, OR 97205
 - iii. Spokane:
US Bank Building
422 W. Riverside, Suite 816
Spokane, WA 99201

3. The Contacts tab on the Pricing Worksheet contains the contact information for each site on the Pricing Worksheet for the purpose of arranging site visits only. Bidders are not allowed to discuss any other issue regarding this RFQ to site contacts.

7. EVALUATION AND SELECTION AS AN APPARENTLY SUCCESSFUL CONTRACTOR

7.1 OVERVIEW

Contracts may be awarded to one (1) or more Bidders capable of providing the Ethernet Transport services between the locations listed in Attachment B, *Bidder Evaluation Pricing Worksheet*. Additionally, OFM may award contingent sites under these Contracts to Bidders who are second and third lowest bids on any site. The purpose of such contingent award is to ensure that K-20 has options to order Services in the event the lowest Bidder is unable to provide required Services.

The Apparently Successful Bidder(s) will be the Bidder(s) who:

- Meet all requirements in Section 1.3: Minimum Qualifications
- Comply with process requirements in Section 2: General Information
- Meet all requirements in Section 3: Administrative Requirements
- Meet all requirements in Section 4: Ethernet Performance Requirements
- Meet all requirements in Section 5: Service Requirements
- Meet all requirements in Section 6: Bidder Financial Response

If a Bidder is selected as an ASB, they will enter into contract negotiations with OFM. If during contract negotiations it is determined that first ASB is unable or no longer able to provide the service, OFM reserves the right to enter into contract negotiations with the next lowest Bidder for that Service.

7.2 REQUIREMENTS

Responses meeting all of the administrative, Ethernet performance, and service requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Requirements. Only Responses meeting all Requirements will be further evaluated. The OFM reserves the right to determine, at its sole discretion, whether Bidder's Response to a Requirement is sufficient to pass.

If only one Bidder is determined to be responsive, OFM may award a single contract. At any time OFM may reject any and all Responses submitted in response to the RFQ.

7.3 FINANCIAL EVALUATION

The financial evaluation will be based upon the Bidder responses to Section 6 Bidder Financial Response. Bidder Response must provide individual circuit pricing for all circuits for which the Bidder proposes to offer Services listed on Attachment B, *Bidder Evaluation Pricing Worksheet*.

Bidder Evaluation Price for each site is based on the following formula:

$$\begin{aligned} & (\text{Profile A MRC} * 36 \text{ months}) + \text{One Time Cost for Profile A} + (\text{Profile B MRC} * 24 \text{ months}) \\ & + \text{One Time Cost to Upgrade from Profile A to Profile B} = \text{Bidder Evaluation Price} \end{aligned}$$

The following applies ONLY when no bids are received for BOTH Profile A AND Profile B:

For those sites that receive bids for Profile A *only*, the Bidder Evaluation Price will be based on the following formula:

$$(\text{Profile A MRC} * 24 \text{ months}) + \text{One Time Cost for Profile A} = \text{Bidder Evaluation Price}$$

The Bidder with the lowest Bidder Evaluation Price per site will be declared the ASB for that site. If during contract negotiations it is determined that the ASB is unable or no longer able to provide the Service, OFM reserves the right to enter into contract negotiations with the next lowest Bidder for that site.

7.4 NOTIFICATION TO BIDDERS

The RFQ Coordinator will notify the Apparently Successful Bidder(s) of their selection by e-mail upon completion of the evaluation process. Individuals or firms who's Responses have not been selected as an Apparently Successful Bidder, will be notified separately by e-mail.

7.5 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a Response and been notified that they were not selected as an Apparently Successful Bidder may request a debriefing. The request for a debriefing conference must be received by the RFQ Coordinator as scheduled in Section 2.2 of this RFQ. Debriefings will be held as scheduled in Section 2.2 of this RFQ.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Bidder's Response;
- Critique of the requesting Bidder's Response based on the evaluation; and
- Review of Bidder's final score in comparison with other final scores without identifying the other firms.

Comparisons between Responses or evaluations of the other Responses 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.

7.6 PROTEST PROCEDURE

Protests may be made only by Bidders who submitted a Response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the RFQ Coordinator. Protests must be received by the RFQ Coordinator as set forth in Section 2.2 *Estimated Schedule of Procurement Activities*. Protests may be submitted by email, but must then be followed by the document with an original signature.

Bidders 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 Bidders under this procurement.

All protests must be in writing, addressed to the RFQ Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFQ number, 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.

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 DES 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 Response, or 2) OFM's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the OFM. The OFM 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 (5) 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 Bidder that submitted a Response, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OFM's action.
- Find only technical or harmless errors in the OFM's acquisition process and determine the OFM to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the OFM options which may include:
 - Correct the errors and re-evaluate all Responses
 - Reissue the solicitation document and begin a new process
 - Make other findings and determine other courses of action as appropriate

If the OFM determines that the protest is without merit, the OFM 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.