

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

**REQUEST FOR PROPOSALS
RFP NO. 23-05**

**PROJECT TITLE: E-Rate Category 2 Equipment, Managed Services and Support
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.

CONTENTS OF THE REQUEST FOR PROPOSALS

- 1. Introduction**
- 2. General Information for Contractors**
- 3. Proposal Contents, Instructions and Contract Requirements**
- 4. Evaluation and Contract Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Small Business Self-Certification Statement**
 - C. Contractor Certification for Executive Order 18-03 – Workers’ Rights**
 - D. LIBTECH Consortium Membership and Phases Chart**
 - E. Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet**

TABLE OF CONTENTS

1. Introduction	1
1.1 Background and Purpose.....	1
1.2 Objective	1
1.3 Minimum Qualifications	4
1.4 Period of Performance	4
1.5 Definitions.....	4
1.6 ADA	5
2. General Information for Contractors	5
2.1 RFP Coordinator	5
2.2 Estimated Schedule of Procurement Activities	5
2.3 Preproposal Conference	6
2.4 Submission of Proposals.....	6
2.5 Proprietary Information/Public Disclosure.....	6
2.6 Revisions to the RFP	7
2.7 Small, Minority-Owned, Women-Owned, and Veteran-Owned Business Participation.....	7
2.8 Acceptance Period	8
2.9 Responsiveness	8
2.10 Most Favorable Terms	8
2.11 Costs to Propose.....	8
2.12 No Obligation to Contract.....	8
2.13 Rejection of Proposals	8
2.14 Commitment of Funds	8
2.15 Electronic Payment	8
2.16 Insurance Coverage.....	9
2.17 Evaluation Preference.....	9
3. Proposal Contents, Instructions and Contract Requirements.....	9
3.1 Proposal Contents.....	9
3.2 Instructions for Completing Category 2 Bid Format Spreadsheet	11
3.3 Contract Requirements	11
4. Evaluation and Contract Award	12
4.1 Evaluation Procedure	12
4.2 Responsibility	12
4.3 Responsiveness.....	13
4.4 Evaluation Weighting and Scoring	13
4.5 Oral Presentations	14
4.6 Best and Final Offer	14
4.7 Request for Documents	14
4.8 Contract Execution.....	15
4.9 Notification to Contractors.....	15
4.10 Complaint, Debriefing and Protest Procedures.....	15
5. RFP Exhibits.....	16
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 2 Equipment, Managed Services and Support Bid Format Spreadsheet	

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. 23-05 (RFP) to solicit bids from qualified firms to provide the consortium members across the state of Washington with 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) for a period of 5 years, with an optional additional year of service. 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. The equipment would be provided as part of a 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 is being issued concurrently with RFP No. 23-04, which seeks internet access and wide area network (WAN) services (designated Category 1 under the E-Rate Program) to the LIBTECH consortium members over the same contract period.

This RFP concerns Category 2 Equipment, Managed Services and Support. Please see RFP No. 23-04 for Category 1 Internet Access and WAN Services, 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. **For more details on Category 1, please see RFP 23-04 Category 1 Internet Access and WAN Services2 Equipment, Managed Services and Support.**

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.

Category 2 Equipment, Managed Services and Support Specifications:

To maximize service and efficiency in a large geographic area, LIBTECH needs a comprehensive managed service option (Managed Internal Broadband Services (MIBS) or Infrastructure as a Service (IaaS)) that includes managed equipment and high levels of service and support since many library branches do not have dedicated IT staff to keep the equipment reliably operational.

Currently, the consortium seeks an Enterprise Grade managed service program with a 5-year contract and the option to renew for 1 additional year. When this pilot project grows into a developed program that is fully staffed at the State level, the consortium may consider purchased equipment and less outsourced support, and new RFPs would be issued at that time.

Key elements of this managed services equipment program are summarized below with greater details to follow in this RFP.

- **Equipment:** New managed equipment that will not be owned by OSOS or the consortium members will be added to the contract throughout the term. Some equipment may already be in place and will require walk-in/take-over arrangements. Please see the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP for the desired equipment (or equivalent) and for the different options for service.
- **Pricing:** Prices may vary based on when equipment is added during the term of the contract. Please see the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP for the different pricing options.
- **Quantities:** Actual sales quantities will be affected by several factors and cannot be guaranteed.
- **Service:** Enterprise Grade service levels are required.
- **Membership:** New members will be added to the consortium each year as this pilot project grows. Please see the information on the consortium membership below and in the LIBTECH Consortium Membership and Phases Chart attached as Exhibit D to this RFP.
- All transactions would be processed through the Washington State Library as the lead of the consortium.

Equipment:

1. The consortium seeks managed service including equipment such as routers, switches, wireless access points, UPS Units, and firewall functions. Installation, related accessories, licensing, maintenance, monitoring, and technical support are also needed. Please see the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP for a list of the needed equipment. Equivalent makes and models will be considered.
2. If supply chain issues affect the availability of any products included in this RFP and/or contract, substitutions may be made as needed.
3. Note that if managed service routers do not include a firewall function, bids must propose a firewall somewhere in your solution.
4. New equipment may be added throughout the term of the contract.
5. In some cases, libraries may already have sufficient service/equipment, or they may purchase products outside of the E-rate program with other funding sources, and only the annual licensing, on-site maintenance, remote service, monitoring and technical support will be required. Therefore, "walk-in/take-over" arrangements may also be needed. For example, some equipment was already purchased using American Rescue Plan Act (ARPA) funds.
6. To ensure efficient tracking, all managed services will be co-terminus with the selected vendor's contract regardless of when the products are added.
7. At the end of the contract period, the consortium may opt to take over ownership of the equipment (vendors should provide a residual buyout clause, if any). Any manufacturer licenses on this equipment should expire with this contract.

Quantities:

1. The products/services (or equivalents) are listed in the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP with the projected quantities for the 2023-24 program year and the optional/potential total quantity over the term of the contract.
2. Some products will only require licensing and support because they were already purchased with other grant funds. A list of those products and quantities can be found in the Existing Product Qty column in the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP.
3. Additional products will be purchased in the first year of the contract and a list of those products and quantities can be found in the Year 1 Quantity column in the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP.
4. The quantity of product that may be purchased throughout the term of the contract as new members are added to the consortium are listed in the Potential NEW Qty Over Contract Term column in the Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP.
5. Quantities listed in this RFP are not a guarantee of sales and there are several factors that could affect actual quantities such as:
 - a. This program is in the early stages of development and the final consortium membership is currently unknown.
 - b. Some libraries may have insufficient E-rate Category 2 and/or library budgets to take advantage of all equipment options available in this contract.
 - c. Other libraries may have additional funds beyond their E-rate C2 budget and may choose to purchase additional products and services from the contract outside of the E-rate program.
6. After contract award, OSOS will consult with the successful Contractor to finalize the equipment and quantities at each location and a final quote/service order may be prepared for the E-rate 471 form within the scope and specifications of this RFP.

Pricing issues:

1. The Category 2 Equipment, Managed Services and Support Bid Format Spreadsheet attached as Exhibit E to this RFP provides clarification on pricing and product/service categories for the various years in the contract term.
2. Proposals should include set Monthly Recurring Costs (MRC) for new equipment added in each year of the contract.
3. The MRC for this equipment would be reduced to include only licensing/support/service if the 1-year contract extension option is exercised.
4. Contract prices should be honored throughout the term, whether purchases are made with E-rate funds or not.
5. Contractor should indicate if price breaks will be afforded as quantity thresholds are reached.

Service:

1. This comprehensive managed service should include an Enterprise Grade service including installation, on-site maintenance, remote service, monitoring, and technical support.
2. The minimum service requirements include: Travel support, 24/7 NOC, minimum of 8x5x8 response time
3. Contractor should provide a description of its program service levels including:
 - a. Type of Enterprise Monitoring
 - b. Manufacturer Partner Level
 - c. Technician On-Site support times (i.e. 24x7x4, etc)
 - d. Procedures for Moves/Adds/Changes/Deletes (MACD)
4. The Proposal should include a description of the objective quality standards and measurement tools.
5. At some point in time, the consortium may expand their scope to include additional services that are not covered by the E-rate program. If Contractor offers additional services, such as phones, server and cloud hosting, data center hosting, etc. please provide a brief list of such offerings. This request is for informational purposes only and will not be part of the evaluation of the Proposal.

6. Any manufacturer licenses on this equipment should expire with this contract.
7. The Proposal should indicate whether or not Contractor is capable of providing service to all locations on the consortium potential member list.
8. If the 1-year contract extension is exercised, the MRC for service on all equipment will be equal to the amount listed in the Monthly Recurring Cost (MRC)/Unit for Service on Existing Equipment.

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 2 Equipment, Managed Services and Support and RFP 23-04 Category 1 Internet Access and WAN Services, 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 and 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 2 Equipment, Managed Services and Support 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 and Proposals that contain refurbished or grey market products 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 2 Equipment, Managed Services and Support 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 Washington State Library (OSOS), located in Tumwater, Washington, is procuring all services on behalf of the LIBTECH consortium members. Accordingly, the total contract costs set forth in the Proposal shall include the Tumwater, WA tax rate of 9.5%, or the applicable rate during each of the years in the contract term.
- D. OSOS reserves the right to work with the successful Contractor to modify the quantities and products within the range and specifications outlined in this RFP and an updated quote may be required for the final E-rate 471 application. Equivalent substitutions can be made via amendment throughout the term of this contract, depending on product lifecycle, product performance issues, product availability, global economic issues, and other factors that affect the product supply and demand.
- E. The intent is that all products and services should be 100% E-rate eligible, however, the Proposal should indicate if any items/services are not eligible or are partially eligible for E-rate funding. If the item/service is only partially eligible for E-rate funding, please identify the ineligible amount or the eligibility % in the Proposal. If there is another comparable item or option that is fully eligible, please also include that item in the Proposal. OSOS will also work with the successful Contractor to adjust the quotes for ineligible products and/or locations.
- F. The Proposal should itemize the estimated range for shipping costs per unit, if any, and include estimated lead time between order date and delivery date.
- G. It is assumed that Licensing/Basic Maintenance of Internal Connections (BMIC)/Technical Support for the requested (or equivalent) equipment will be included in the Contractor's managed service costs for each product. Any licenses would co-terminate with this contract.
- H. Please include a copy of Contractor's standard contract for these products/services, if any.
- I. Please indicate if Contractor has successfully sold this equipment/service before as part of the E-rate program and Contractor's number of years of experience with the E-rate program. Contractor should include its E-Rate SPIN number in the Proposal and confirm that Contractor is current on its 2023 Service Provider Annual Certification/Form 473 requirements. Failure to maintain E-rate SPIN eligibility requirements could result in contract termination. Contractor must be willing to do either SPI or BEAR methods of reimbursement and the OSOS will select the reimbursement method, unless the BEAR method is required per E-Rate early purchase rules.
- J. 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.
- K. 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.
- L. 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 2 BID FORMAT SPREADSHEET

- A. Please indicate costs for the managed services for each of the products listed in the bid spreadsheet in the appropriate columns.
- B. Fill in Contractor's proposed Product Make/Model for each of the rows of products listed. Equivalent products will be considered.
- C. Fill in Contractor's Monthly Recurring Costs (MRC) per unit for License & Support on the Existing Equipment Quantity that will already be in place at the start of the program (See quantities in Existing Equipment Qty at Start of Contract column). This managed service should not include equipment/installation, and should only include licensing, on-site maintenance, remote service, monitoring and technical support. This MRC will also be used for all equipment if the 1-year contract extension is exercised.
- D. Fill in Contractor's MRC/Unit for Equipment added during each of the 5 years of the initial contract term. This MRC should include equipment, installation, on-site maintenance, remote service, monitoring, and technical support.
- E. Enter shipping charges, if any.
- F. Include Contractor's charges for overall program management, if any.
- G. Explain any price breaks that may be available at various quantity thresholds, 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/End Date: The official start and end dates for the contract would coincide with E-rate program years: July 1, 2023 – June 30, 2028, or June 30, 2029 if the option to extend for 1 year is exercised.
- B. Term: The Consortium seeks a 5-year contract with the option to automatically extend for 1 year.
- C. Addenda: This RFP and the Proposal submitted by the successful Contractor will be considered addenda to the contract and will be applicable unless specifically negated in the contract.
- D. 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.
- E. Optional Purchases Beyond Initial Quantity: Additional optional units may be added during the term of this managed service agreement as consortium membership grows and the program expands. Future purchases may be for similar or updated models with the equivalent functionality, depending on product availability and life expectancy. Future purchases also do not require a new contract and can be implemented with a new quote and/or contract amendment. Note that the quantities listed are not a guarantee of sales. The consortium may choose to purchase additional units outside of the E-rate program and may do so at the prices agreed upon in this contract. Any additional purchase options are not a guarantee of sales.
- F. Price Updates: Prices are assumed to be set for the term of the contract regardless of the funding source for each service addition. The consortium will take advantage of any price breaks that are available at various quantity thresholds.
- G. Secure Networks Act: OSOS 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 Contractor is responsible to check for updates and ensure 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% (Most heavily weighted)	30 points
Suitability – 20% (Service meets consortium’s needs, Product is compatible with existing systems)	20 points
Overall Project Quality – 20% (Quality and reliability of entire managed service project)	20 points
References & Prior Experience – 15% (Prior positive experience with the Contractor and positive reports from the Contractor’s references)	15 points
Comprehensive Proposal – 10% (Completeness, quality, and reliability of the Proposal)	10 points
E-Rate Experience & Compliance – 5% (Contractor’s prior experience with the E-rate Program and its compliance with the E-Rate Program rules)	5 points

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 2 Equipment, Managed Services and Support 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 D

LIBTECH CONSORTIUM MEMBERSHIP AND PHASES

[Excel Document Attached]

EXHIBIT E

**CATEGORY 2 EQUIPMENT, MANAGED SERVICES AND SUPPORT
BID FORMAT SPREADSHEET**

[Excel Document Attached]