

State of Wisconsin



REQUEST FOR BID

Wide Area Network (WAN) & Internet Services

RFB# 28376-PM

Issued: Friday September 30, 2022

Responses Due: Tuesday November 8, 2022, at 2:00pm CDT

Direct all communications regarding this RFB to:

Patrick Muir, Procurement Manager

Department of Administration

Email: patrick.muir1@wisconsin.gov

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1. GENERAL INFORMATION

1.1. Definitions

For the purposes of this Request for Bid (RFB) and resulting contract, words and terms shall be given their ordinary and usual meanings. Where capitalized in this RFB and resulting contract, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter.

“Acceptance” means the State’s written assent that the goods and services provided by the Contractor are in conformance with the requirements and specifications of the RFB.

“Agency” means an office, department, agency, institution of higher education, association, society, or other body in State government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority ([Wis. Stat §16.70\(1e\)](#)).

“Alternative Telecommunications Utility” includes telecommunication resellers, providers, or utilities as defined within [Wis. Stat §196.01\(1d\)](#).

“Authorized Users” includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use contracts, as established in [§16.70 \(1b\), \(1e\), \(2\), \(4\) and \(8\)](#), [§16.73](#) and [§66.0301](#) of the Wisconsin Statutes and PRO-502 of the State Procurement Manual.

“Availability” means a measurement of the percentage of total time that a service is operational when measured over a specific time.

“Bid” means the complete response to this RFB submitted on the approved forms, in the required manner and setting forth the Bidder’s prices for providing the products and services described in the RFB.

“Bidder” means the entity submitting a Bid in response to this RFB.

“Commodity” means a tangible article of trade or item of merchandise; goods, products, materials, supplies, or finished products. A Commodity is not a Service for purposes of this RFB, but a Commodity may include incidental or related Services.

“Confidential Information” means all tangible and intangible information and materials being disclosed in connection with this solicitation or resulting contract, in any form or medium without regard to whether the information is owned by the State or by a third party, which satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the State. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law. Confidential Information includes without limitation the information in the following documents: (Appendix A – Site Listing).

“Contract” means the final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFB; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.

“Contractor Account Manager” means Contractor’s employee with full authority, on the Contractor’s behalf, to oversee all matters and compliance as it pertains to the Contract.

“Contract Administrator” means the State employee responsible for oversight of the implementation, administration, and completion of the Contract.

“Contract Manager” means the State employee responsible for 1) resolving contractual matters that cannot be resolved by the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.

“Contract Term” means the fixed period of time, including optional renewal periods, in which an awarded Contract is in effect.

“Contracted Personnel” means a Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to support the Contract awarded under this RFB

“Contractor” means the person or entity that has been awarded the Contract as a result of this RFB, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the State or its designated Customers.

“Cooperative Purchasing” means Wisconsin statutes ([§ 16.73, Wis. Stats.](#)) establish authority to allow Wisconsin municipalities to purchase from state contracts.

“Customer” means any authorized entity that is utilizing services and/or features from the Contract.

“Deliverables” means all project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder or identified as a Deliverable in an applicable Statement of Work of other contract documents.

“DET Data Center Locations” is a set of locations considered Confidential Information, represented on (Appendix A: Site List) through which Network/IT services are provided to entities via the Enterprise.

“DET” means the State of Wisconsin Department of Administration’s, Division of Enterprise Technology.

“Disabled Veteran-Owned Business (DVB)” means a business that has been certified by the Department of Administration under [§16.283, Wis. Stats.](#)

“DOA” means State of Wisconsin Department of Administration.

“Effective Date” means the date the Contract has been fully executed by the Contractor and the State.

“Enterprise Service Desk (ESD)” means the DET managed Enterprise helpdesk and support center.

“Enterprise” for purposes of this RFB, means the collective network and other IT services provided by DET, as well those entities utilizing such services.

“Ethernet” means a collection of standards governed by IEEE 802.3 defining the physical and data link layer MAC (media access control) of wired local area networks.

“E-Rate” is a federal program under the authority of the Federal Communications Commission. The program provides K-12 schools and public libraries with discounts on their transport and Internet costs.

“Gbps” means gigabits per second.

“IEEE 802.3” means working group and a collection of Institute of Electrical and Electronics Engineers (IEEE) standards produced by the working group defining the physical layer and data link layer's media access control (MAC) of wired Ethernet.

“IEEE” means Institute of Electrical and Electronics Engineers.

“IETF” means Internet Engineering Task Force

“Internet Access” generic term used throughout to describe the services, which meet all applicable mandatory requirements described of this RFB, being provided by Bidder who is submitting a response to award category four (4) of this solicitation.

“ISP Services” generic term used throughout to describe the services, which meet all applicable mandatory requirements described in this RFB, being provided by Bidder who is submitting a response to award categories two (2) or three (3) of this solicitation. The State considers ISP Services to include both access to the public Internet as well as transport to and/or from Authorized User locations.

“Key Personnel” means specifically identified Contracted Personnel that play a lead and critical role in rendering Services during the Contract Term.

“Latency” means the maximum delay measured for a portion of successfully delivered packets one-way over a time interval.

“MACD(s)” means moves, adds, changes, disconnects

“Mandatory” means a requirement that shall be met at no additional cost above the pricing provided in the Bid. Answering “No” or failing to meet any of the mandatory requirements, may disqualify your Bid. If no single Bidder is able to comply with a given specification or condition, the State reserves the right to delete that specification or condition which will be executed as an amendment to this RFB

“May” indicates a requirement or action that is not mandatory but permissible.

“Mbps” means megabits per second.

“Mean Time to Restore (MTTR)” means the average time required to restore service to an operational condition.

“MEF” formerly known as the Metro Ethernet Forum, MEF is a nonprofit global industry association of network, cloud, and technology providers which creates standards related to both overlay and underlay WAN Services such as Carrier Ethernet.

“Minority Owned Business Enterprise (MBE)” means a business that has been certified by the Department of Administration under [§16.287, Wis. Stats.](#)

“Multipoint-to-Multipoint Transport” the State defines Multipoint-to-Multipoint Transport as the contractor network service used to connect two or more UNIs over a geographical location. Any to Any UNI communication is allowed.

“Municipality” means any Wisconsin county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public Contracts ([Wis. Stat §16.70\(8\)](#))

“Must” indicates that the requirement or requested action following the term is **Mandatory**.

“Notice of (Intent to) Award” a writing issued by the Department of Administration notifying all Bidders of the Department of Administration’s intent to award a Commodity Contract to the successful Bidder(s), or in the case of Services, the Department of Administration’s intent to award a Contract to the successful Bidder(s)

“On-Network Service Area” means locations defined by the Contractor which represent areas that allow direct connectivity to the Contractor’s network, without requiring last-mile agreements or brokering of other connectivity with 3rd party providers or local exchange carriers.

“Outage Date” means the actual date Contractor trouble ticket was opened by either the Contractor or the Customer. If each entity opened a ticket, the earlier date shall apply.

“Packet Loss” means the difference between the number of packets transmitted and the total number of packets received.

“Procurement Manager” means the person responsible for managing this procurement process.

“Proprietary Information” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all the following apply: (i) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; (ii) The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

“RFB” means this Request for Bid.

“SBOP” means the State of Wisconsin Department of Administration’s, State Bureau of Procurement

“Services” means all actions, recommendations, plans, research, customizations, modifications, documentation, maintenance, and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under the Contract.

“Shall” indicates that the requirement or requested action following the term is **Mandatory** and may be used interchangeably with Must or Mandatory.

“Service Level Agreement (SLA)” means an agreement between the provider and customer setting expectations, obligations, and remedies related to service performance, availability, and quality.

“Specification” a descriptive statement of the physical, functional and performance characteristics of the Commodity or Service required by the State of Wisconsin. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing, or preparing a supply item for delivery, or the necessary performance criteria. When used throughout this RFB, this term is used interchangeably with the term "requirement"

“Standard State Business Hours” are 7:45 a.m. to 4:30 p.m. CT. Monday through Friday, excluding State Holidays

“State Holidays” January 1, Martin Luther King Jr. Birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31.

“State” means the State of Wisconsin.

“Statement of Work” (“SOW”) means the legally binding document that captures and defines project-specific activities, deliverables and timelines for a Contractor providing services to the state.

“Subcontract” means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service requested for the performance of the Contract.

“Subcontractor” means a party to a Subcontract. For example, an entity that subcontracts with the Contractor to provide bandwidth and network access to the State or other services required under the Contract.

“TEACH” means the Technology for Educational Achievement program established by the Wisconsin

Legislature under [Subchapter IX of Wis. Stat. Ch. 16](#) to provide support for investments in educational technology and administered by the Wisconsin Department of Administration, Division of Enterprise Technology.

“Telecommunications Carrier” means any person that owns, operates, manages or controls any plant or equipment used to furnish telecommunications services within the state directly or indirectly to the public but does not provide basic local exchange service, except on a resale basis. “Telecommunications Carrier” does not include an Alternative Telecommunications Utility as defined within [Wis. Stat 196.01\(8m\)](#).

“Telecommunications Service Priority (TSP)” is a Federal Communications Commission (FCC) program, managed by the Cybersecurity & Infrastructure Security Agency (CISA), which mandates that service providers prioritize voice and data circuits provisioning and restoration requests made by organizations with national security and emergency preparedness missions.

“Telecommunications Utility” means any person, corporation, company, cooperative, unincorporated cooperative association, partnership, association and lessees, trustees or receivers appointed by any court that owns, operates, manages, or controls any plant or equipment used to furnish telecommunications services within the state directly or indirectly to the public. “Telecommunications utility” does not include a telecommunications carrier as defined within [Wis. Stat 196.01\(10\)](#).

“User Network Interface (UNI)” the State defines the User Network Interface (UNI) as the physical network demarcation point between the responsibility of the customer and the responsibility of the contractor. The UNI is the Ethernet connection between Ethernet port on the Customer Managed Equipment (UNI-C) and Internet or WAN Service provider managed equipment (UNI-N) Ethernet port.

“User Network Interface (UNI-C)” the UNI-C is the equipment that the Customer has sole responsibility of to receive WAN Services from the Internet and WAN Service provider UNI-N Ethernet port.

“User Network Interface (UNI-N)” the State defines the UNI-N as the equipment that the WAN or Internet Services provider manages at the UNI. The UNI-N interface is the copper or fiber Ethernet port that delivers WAN Services to the Customer’s UNI-C Ethernet port.

“Vendor” means the entity that is responding to this RFB, may be used interchangeably with Bidder.

“WAN and Internet Services” is a generic term used throughout to reference all services as described within this RFB for which the Vendor is submitting this Bid.

“WAN Services” generic term used throughout to describe the services, which meet all applicable mandatory requirements described within this RFB, being provided by Bidder who is submitting a response to award category one (1) of this solicitation.

“WAN” means Wide Area Network

“Will” means a requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution nor have effect on the final award selection.

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1.2. Introduction and Purpose

The State of Wisconsin (State) as represented by the Department of Administration (DOA) State Bureau of Procurement (SBOP), on behalf of its Division of Enterprise Technology (DET), requests bids for the provision of WAN and Internet Services.

The State intends to use the results of this process to award mandatory Contract(s) for WAN and Internet Services. The resulting contract(s) will establish pricing from a catalog of providers offering services throughout Wisconsin's seventy-two (72) counties, from which Authorized Users can select the technology or services that best align with applicable IT policies and meet individual business requirements.

The contract(s) that result from this RFB shall be statewide, shall be utilized by State agencies including University of Wisconsin campuses (Agency), and may optionally be utilized by other eligible entities such as schools, libraries, local governments, and more (Municipality). Agency and Municipality users are collectively referred to as (Authorized Users) hereafter.

1.3. Scope

There are four (4) award categories for which Bidders may submit responses, the State intends use the results of this solicitation to award contracts within each of these award categories:

Category 1: Wide Area Network (WAN) Services for the Authorized User Community

This customer community includes Agencies, Municipalities, and other eligible entities authorized to use State of Wisconsin contracts per [s. 16.73, Wis. Stats.](#)

These WAN Services provide delivery of Layer-2 and Layer-3 network traffic while ensuring reliable and secure Multipoint-to-Multipoint connectivity between Authorized User locations, as well as the DET Data Center Locations when requested by the State. Such services include both the underlay and overlay technologies required to deliver WAN connectivity from interface to interface, with DET performing aggregation of network traffic between the various awarded Contractors.

Category 2: (ISP) Services for the Enterprise

This customer community includes Agencies, Municipalities, and other eligible entities authorized to use State of Wisconsin contracts per [s. 16.73, Wis. Stats.](#), however these services are currently only requested by the Division of Enterprise Technology (DET).

These services provide high-speed, redundant, and reliable access for Enterprise customers across the State, which connect back to the DET Data Center Locations for access to the public Internet. Such services shall include Internet access and transport of services to and from DET Data Center Locations.

Category 3: (ISP) Services for the Authorized User Community

This customer community includes Agencies, Municipalities, and other eligible entities authorized to use State of Wisconsin contracts per [s. 16.73, Wis. Stats.](#)

These services provide access to and from the public Internet at Authorized User locations and serve as a cost-effective alternative to WAN Services for Enterprise customers who require connectivity back to the DET Data Center Locations. Such services shall include Internet access and transport of services to and from Authorized User locations.

Category 4: Internet Access for the Educational User Community

This customer community includes public entities such as state technical colleges, PK-12 schools, libraries, museums, Cooperative Educations Services Agencies (CESA), private colleges, charter schools, and other eligible entities who leverage State's TEACH program for certain data transmission services.

These services allow Internet traffic to be delivered to and from Authorized User locations while leveraging existing network transport services such as those provided by the State's Technology for Educational Achievement (TEACH) program.

Overlaying of this Internet Access on top of existing WAN Services may require additional negotiations between awarded Contractor and current or future network managed service providers used by the State's TEACH program to deliver certain E-Rate eligible data transmission services. The State will not be responsible for charges incurred by the Bidder for such interconnection.

Certain location specific information which is pertinent to the scope of each award category is considered Confidential Information and as such the State will not release this information to interested Bidders without execution of the Non-Disclosure Agreement (NDA) (Attachment 1: Confidentiality and NDA).

1.4. Procuring & Contracting Agency, Background, and Objectives

The Department of Administration (DOA) performs administrative and executive functions for the State of Wisconsin. This Request for Bid (RFB) is issued by the Wisconsin Department of Administration Bureau of Procurement, and it is the sole point of contact for the State of Wisconsin during the procurement process. All communication about this RFB is to be directed to the Procurement Manager, Patrick Muir, (Patrick.Muir1@wisconsin.gov), (608) 266-8613.

The contract(s) resulting from this RFB shall be administered by the Department of Administration's Division of Enterprise Technology. The individual serving as the Contract Administrator shall be determined at the time of contract negotiations.

The State of Wisconsin Department of Administration's Division of Enterprise Technology (DET) provides Enterprise services such as mainframe, Wide Area Network (WAN), Metropolitan Area Network (MAN), and Local Area Network (LAN) support to other State of Wisconsin agencies via its BadgerNet, which allows connectivity from certain Enterprise locations back to the DET Data Center Locations.

Customers of these Enterprise services generally pay the WAN or Internet provider invoices directly, with DET acting as the main hierarchical account or as an authorized customer representative allowing for both the execution of MACDs as well as proper network management and monitoring of the LAN/WAN equipment provided as part of DET's Enterprise services.

The supporting contract vehicle and network services are also available to Municipalities or other Authorized Users who leverage State contracts to minimize their investment into procuring such services independently. These users will often have no connectivity back to any Agency or Enterprise locations.

Aside from the provision of WAN and Internet Services, the primary objective of the contract(s) resulting from this RFB include:

- Migration of all users and services from existing contract vehicles to the contracts resulting from this solicitation, in advance of expiration dates (Q1 - 2024)
- Consolidate submission of the required FCC Form 470 for certain Category 3-4 Authorized Users
- Leverage the State's purchasing volume to achieve cost savings
- Maximize availability, accessibility, quality, and streamlined business processes
- Create ongoing competition to ensure a cost-effective & innovative contract vehicle

1.5. Questions, Clarifications and/or Revisions to the Specifications and Requirements

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency

in this RFB, the Bidder should immediately notify Patrick Muir at Patrick.Muir1@wisconsin.gov.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, addendums or amendments will be provided via Wisconsin eSupplier Portal.

Bidders are encouraged to log into the RFB website on Wisconsin eSupplier Portal periodically during the RFB process. The person who is registered for the Bidder on Wisconsin eSupplier Portal should get an email any time a change is made to the website. However, this only applies to the person who is registered on Wisconsin eSupplier Portal on the date that the RFB is released. Anyone who registers after the release date of the RFB will not receive any automatic emails from Wisconsin eSupplier Portal for this RFB.

1.6. State of Wisconsin Point of Contact and Contact with State Employees

From the date of release of this RFB until contract execution, all contact with State of Wisconsin personnel regarding this RFB shall be made through Patrick Muir, Telecommunications Acquisitions (Procurement Manager) via e-mail or the Wisconsin eSupplier Portal only.

No phone calls, emails, or other correspondence to other State staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be cause for automatic rejection of a Bid.

All oral communications are unofficial and non-binding on the State. Bidders shall rely only on written statements issued by the Procurement Manager.

1.7. News Releases

A Bidder may not issue news releases or make any statements to the news media pertaining to the subject of this RFB or any Bids or contract(s) resulting therefrom without the prior written approval of the State. The Bidder is bound by this clause from the time the RFB is issued until the time the contract has expired. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of the State.

1.8. Vendor Conference, Questions

There will not be a Vendor Conference. Instead, there are two rounds of vendor questions that provide opportunities for Bidder questions to be submitted for a State response (see Calendar of Events for dates). Questions shall be submitted using ([Attachment 2: Bidder Question Table](#)). The submitted attachment shall remain in Microsoft Word format.

All questions must be submitted in either the eSupplier Portal or e-mailed directly to Patrick Muir at (Patrick.Muir1@wisconsin.gov) by the deadlines. If emailing questions, use the subject line "RFB# 28376-PM Questions (*Bidder name*)". All Bidder questions along with the State's responses shall be posted to the Wisconsin eSupplier Portal website.

1.9. Reasonable Accommodations

The State shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations at a presentation or demonstration, contact Patrick Muir at Patrick.Muir1@wisconsin.gov.

1.10. Calendar of Events

Listed below are important dates and times by which actions related to this RFB shall be completed. In the event that the State finds it necessary to change any of these dates and times, it shall do so by issuing an amendment to this RFB.

DATE (ALL TIMES CDT)	EVENT
Friday September 30, 2022	Date of Issue of the RFB
Thursday October 13, 2022, by 2:00pm	Date of Round 1 Bidder Questions Due
Tuesday October 18, 2022	Responses to Round 1 Bidder Questions Posted
Wednesday October 26, 2022, by 2:00pm	Date of Round 2 Bidder Questions Due
Monday October 31, 2022	Response to Round 2 Bidder Questions Posted
Tuesday November 8, 2022, by 2:00pm	Bid Response Due Date
Tuesday November 8, 2022, at 3:00pm	Public Bid Opening (Bidder Names Read)

1.11. Contract Term and Funding

The contract period shall be an initial term of three (3) years from the effective date with a unilateral right of the State to renew for up to two (2) years.

Except when otherwise requested by the State, term and commitment length for each individual location or circuit, as well as any auto-renewals, shall be limited to no more than twelve (12) months.

As required by Wisconsin Statutes, continuance of a contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the contract by lack of appropriations shall be without penalty.

1.12. Modifications of Contract

The contract shall not be used for purchasing Commodities or Services outside of the general scope and intent of the original Request for Bid. Any modifications made to the contract shall fall within the scope of the Bid and be rendered in writing and signed by both parties or they will be void.

1.12.1. Accommodating Changes in WAN and Internet Service Technologies

Since WAN and Internet Service technology are changing and will change over the life of the contract(s), the State reserves the right to add or delete products and/or plans. This shall be at the sole discretion of the State to review and approve additional technologies and/or service offerings through a formal written approval process, including mutually agreed upon pricing.

1.13. Cooperative Purchasing

Wisconsin statutes ([s. 16.73, Wis. Stats.](#)), establishes authority allowing Wisconsin municipalities to purchase from state contracts. Commodities and services may be made available to Municipalities upon agreement of the Contractor. Where requested by the State, and agreed to by the Contractor(s), Municipalities shall be able to obtain the commodities and services procured under the contract at the same rates agreed to by the State and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the State Procurement Manager and providing appropriate documentation and support and reporting contract usage by Municipalities.

1.14. Retention of Rights

The State retains the right to accept or reject any or all Bids if deemed to be in its best interests.

All Bids become the property of the State upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid shall be the exclusive property of, and may be used by, the State at its option.

1.15. No Obligation to Contract

The State reserves the right to cancel this RFB for any reason prior to the issuance of a Notice of (Intent to) Award. The State does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the State shall guarantee a specific quantity or dollar amount will be disqualified.

1.16. Contract Volume

The State shall not guarantee any current or future transaction amount. The State cannot estimate the amount of work that shall be required as part of the contract. The State makes no guarantee of a minimum or maximum dollar value for the contract. There will be no guarantee to purchase any specific quantity, pay any minimum contract price, nor pay a managed service or administrative fee during the term of the contract(s).

Bids that require a minimum number of Commodities or Services be ordered will be rejected.

The location specific information provided in (Appendix A: Site List), is not a commitment from the State to order any such services from an awarded Contractor and is only provided as a resource for the Bidder to evaluate future demand of the services being bid.

1.17. Wisconsin eSupplier Portal Registration

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/commodity. The State of Wisconsin purchasing information and Bidder/Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the Internet at <https://eSupplier.wi.gov> to get information on State purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Bidders may use the same Web site address for inclusion on the Bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for Bid in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive e-mail notices of these simplified bid opportunities.

2. EXECUTIVE SUMMARY

Bidders shall provide an Executive summary of their services being bid, and in their response address each of the following questions. The submitted summary shall not exceed five (5) pages total.

1. How do the services bid address the needs of Agencies, Authorized Users, and the Enterprise?
2. What are the Bidder's current networks in the State and country that are similar to what they are offering in this bid response?
3. What measures have been included in the proposed solution to a) reduce costs, and b) improve reliability of user services?

3. PREPARING AND SUBMITTING A BID

This section explains how the Bid shall be constructed and on what terms for it to be considered responsive.

3.1. General Instructions

The review and selection of a Contractor(s) will be based on the information submitted in the Bid plus

references. Failure to respond to each of the requirements as directed in the RFB may be the basis for rejecting a response.

Elaborate Bids (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Bid are not necessary or desired.

3.2. Responding to Bid Requirements

Mandatory Bidder qualifications and/or requirements in this RFB document must be minimally met without exception; failure to meet such may disqualify your Bid. Before the award of any contract(s), the Department of Administration shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this Bid. It is the Bidder's responsibility to acquaint the Department of Administration with these qualifications by submitting appropriate or supporting documentation.

Certain qualifications/Specifications will be presented by the Department of Administration as itemized questions that require an affirmative response from you that you can meet them (e.g., "yes/no" prompt, dropdown menu, required attachment). Other requirements may be presented in a grouped manner (e.g., "Does your company meet requirements 2.1-2.2?"). For any itemized or grouped requirements that you cannot meet, you must check "no" and provide a supplemental document as an attachment to explain.

Failure to meet a qualification may disqualify your Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

3.3. Pre-Bid Site Visit

A Site Visit will not be held.

3.4. Incurring Costs

The State shall not be responsible for any costs incurred by Bidder to prepare its Bid, conduct its due diligence or negotiate any agreements whether or not finally awarded. Such Bid and business development costs shall not be included in the cost basis of services to be provided to the State.

3.5. Complete Responses

Bid responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFB. Responses must be concise yet complete. Do not simply restate the requirement verbatim as the response to a requirement. If the RFB calls for a process description, include a process map as well as the frequency at which that map will be updated.

Bidder shall not direct the reader to a website (or any other sources outside of the submitted Bid) as part of its response to the requirement or question.

3.6. Submitting the Bid

Bidders have two (2) options in responding to this RFB. Bidders can submit an electronic Bid using the State of Wisconsin's e-Supplier Portal, or they can submit a hard copy response of all required materials for acceptance of their Bid (section 3.6.2). Emailed Bids are not permissible and will not be accepted as a response to this solicitation. **Electronic submission via Supplier Portal is strongly preferred.**

Regardless of submittal method, the due date and time is the same. **All Bids must be received by no later than 2:00 p.m. CT. on Tuesday November 8, 2022.**

Responses to the requirements of the Bid Requirements document must be in Microsoft Word or Adobe PDF format. The Cost Bid submissions must be submitted in the posted Microsoft Excel spreadsheet.

3.6.1. Electronic Bid Submittal (Strongly Preferred)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that you will be prompted online to guide your electronic response to the RFB. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the Bid document.

Please note, Bidders must click "Submit" in the Wisconsin eSupplier Portal to have their Bid received. Only clicking "Save" does not submit the Bid response; therefore, it shall not be received or reviewed.

3.6.2. Hard Copy Bid Submittal

Bidders still have the option to mail or otherwise provide a hard copy Bid when responding to this RFB. If your company elects to do so (instead of the strongly preferred electronic Bid option described above), submittal shall include an original and five (5) copies of its response for a total of six (6) hard copies and one electronic version on a USB flash drive of all materials, compatible with the Microsoft Office standard desktop tools.

Hard copy responses shall be sent to:

USPS ADDRESS

Patrick Muir, Procurement Manager
State Bureau of Procurement
Wisconsin Department of Administration
PO Box 7867
Madison, Wisconsin 53707-7867

COMMON CARRIER ADDRESS

Patrick Muir, Procurement Manager
State Bureau of Procurement
Wisconsin Department of Administration
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703-3405

All hard copy Bids must be date and time-stamped in by the State Bureau of Procurement (SBOP) on or prior to the stated deadline.

Bids shall be packaged, sealed, and show the following information on the outside of the package:

- Bidder's (Company) Name and Address
- WAN and Internet Services Bid RFB# 28376-PM
- Patrick Muir, Procurement Manager
- Bid Due Date and Time

Receipt of a Bid by the State mail system does not constitute a receipt of a Bid by the SBOP. For example, a Bid that has been delivered to the building but has not been date and time-stamped by the SBOP by the date and time cannot be accepted by the SBOP.

3.6.3. Cost Bid Submission

Electronic Cost Bids shall be submitted in accordance with the online instruction in the Wisconsin eSupplier Portal.

If submitting a hard copy response, Bidders shall submit an original (clearly marked as such) plus two (2) hard copies (total of 3) and one (1) electronic version submitted in the posted Microsoft Excel spreadsheet, on a USB flash drive. PDF documents are not permitted for the Cost Bid.

The Cost Bid shall be sealed and submitted as a separate part of the Bid. The outside of the envelope must be clearly labeled on the outside of the package as follows:

- Bidder's (Company) Name and Address
- **COST BID** WAN and Internet Services Bid RFB# 28376-PM

- Patrick Muir, Procurement Manager
- Bid Due Date and Time

The Cost Bid is due to the addressee on the same date and time previously mentioned. **Bids that arrive unpacked or unsealed shall not be accepted.**

3.6.4. Building Security Policy

The Department of Administration has established building security policies and procedures at the 101 East Wilson Street address in Madison. There is a security checkpoint in the first-floor lobby. All visitors are required to provide current identification and sign in for a visitor's pass. Security personnel will call the intended state employee prior to the visitor proceeding to their destination in the DOA building.

This policy will affect the timing for hand-deliveries of bids, Bids, and other time-sensitive packages. However, properly credentialed package delivery couriers (e.g., UPS, FedEx, etc.) will proceed without obtaining a pass. If you intend to hand-deliver your bid or Bid, please plan additional time to account for the security process to be completed. Packages cannot be date/time stamped at the security desk on the lobby level and security personnel will not sign for deliveries; the package must be date/time stamped by the office identified in the bid/Bid. The bid due date and time will not be adjusted to accommodate tardiness, nor will any exceptions to the due date and time be made. The State is not responsible for deliveries that do not reach their destination by the required due date and time.

3.7. Bid Organization and Format

Bidders responding to this RFB outside of the Wisconsin eSupplier Portal must comply with the following format requirements. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

1. Bids shall be organized and presented in the order and by the numbers assigned in the RFB with each heading and subheading separated by tabs or otherwise clearly marked and labeled.
2. Hard copy Bids shall be typed and submitted on 8.5 by 11-inch paper bound securely. The Bid cover page must include, at a minimum, the RFB name and number, and the Bidder's name.
3. Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFB.
4. Bidders are reminded that they shall not direct the reader to a website (or any other sources outside of the submitted Bid) as part of its response to the requirement or question.
5. Only information that can be identified as a trade secret, proprietary and confidential on required form DOA-3832 will be treated as such. **Bidder must not label or identify their entire Bid as confidential.**

The following are the required documents that must be submitted. The electronic naming convention for all files shall begin with corresponding Tab number.

- Tab 1 - Table of Contents:** Provide a table of contents for the entire Bid submitted.
- Tab 2 - Bidder Required Form:** Include the completed and signed Bidder Required Form (DOA-3832) and any other forms required in the RFB.

Using the required form, (DOA-3832), Bidders shall provide a minimum of four (4) references for organizations similar in size and scope to the State with whom your company has successfully provided WAN and Internet Services for within the last five (5) years.

If applicable, check the appropriate box indicating that Bid is being submitted by a Wisconsin-certified MBE or DVB on form.

- **Tab 3 - Bidder Checklist (Attachment 3):** Include the completed and signed checklist confirming inclusion of required information and affirming understanding and compliance thereof.
- **Tab 4 - Transmittal Letter:** Provide a transmittal letter that clearly identifies all of the following:
 - Bidder's organization information
 - Name and title of Bidder representative; and
 - Name and address of company; and
 - Telephone number, fax number, and email address
- 1. Acknowledgement of the receipt of RFB addenda; if none has been posted, include a statement to that effect; and
- 2. A statement acknowledging the Bid conforms to all applicable requirements within this RFB including procurement rules and procedures articulated in this RFB; and
- 3. A statement that (Bidder's Name) understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFB that Bidder does not fully understand or that Bidder reasonably believes is susceptible to more than one interpretation; and
- 4. A statement that the Bidder's organization or an agent of the Bidder's organization has arrived at the prices and discounts without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition; and
- 5. A statement that it has not paid, and shall not pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. The Bidder shall further warrant that no officer or employee of the State has any direct or indirect financial or personally beneficial interest in the subject matter of the awarded contract, and no obligation or contract for future award of compensation has been proposed as an inducement or consideration for making the awarded contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts; and
- 6. A statement that no attempt has been made or shall be made by the Bidder or by any agent of the Bidder to induce any other person or firm to submit or not submit a Bid for the purpose of restricting competition; and
- 7. A statement that the individual signing the Bid is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFB; and
- 8. A statement that (*Bidder's Name*) hereby represents and warrants it has analyzed the State's RFB, understands the State's requirements; and
- 9. A statement (*Bidder's Name*) agrees to be bound by the terms and conditions of the Bid and Bidder's response thereto for 180 days after the submission deadline, and if awarded contract, through contract signature; and
- 10. A statement that (*Bidder's Name*) is an expert in the types of services, functions and tasks proposed in the RFB and understands that the State shall rely on this expertise; and
- 11. A statement that (*Bidder's Name*) shall make a number of representations outside of its formal Bid document in discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions. (*Bidder's Name*) hereby warrants that the State can rely on these as inducements into any subsequent contract and be made a part thereof.

- **Tab 5 - Executive Summary:** The Executive Summary shall include a high-level summary of the WAN and Internet Services as well as a response to each question listed in Section 2 – Executive Summary. The Executive Summary shall be no more than five (5) single-sided pages. **The Executive Summary is informational only and will have no effect on bid selection.**
- **Tab 6 - Mandatory Requirements (Attachment 4):** Using Attachment 4, provide the information and documentation specified in Sections 5, 6, and 7 of this RFB. Responses to requirements must be in the same sequence and numbered as they appear in the RFB. Include all required documentation.
- **Tab 7 – Special Terms and Conditions of Bid Response:** Provide a point-by-point response to each requirement specified in Section 8 of the RFB. Responses to requirements must be in the same sequence and numbered as they appear in the RFB.
- **Tab 8 – Value-Add Network Services:** Response to this section is mandatory, however the response provided shall have no effect on bid selection. Should Bidder elect to not offer such Value-Add Network Services, a statement indicating that shall be provided in response to this section. Pricing for such services shall be addressed in the appropriate worksheet of the (Attachment 6: Cost Bid Workbook).
- **Tab 9 - Contract Terms and Conditions Response (Attachment 5):** Vendors shall accept these Terms and Conditions or submit point-by-point exceptions along with proposed alternate or additional language for each point using attachment 5.

Submission of any standard vendor contracts as a substitute for language in the Terms and Conditions is not a sufficient response to this requirement and may result in rejection of the vendor's Bid. Bidder responses to provisions must be consistent with its response to all other sections of this RFB.

The State reserves the right to negotiate contractual Terms and Conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.
- **Tab 10 - Redacted Copy of Bid:** Proprietary information submitted in response to this RFB will be processed in accordance with applicable State of Wisconsin procurement law. Documents pertaining to the RFB become the property of the State and shall be open to public inspection when the bid solicitation has been awarded and a final contract agreement is complete.

It is the responsibility of the respondent to identify all proprietary information on the Bidder Required Form (DOA 3832) included in their Bid response. In addition to completing the form, the respondent shall also submit one (1) separate electronic copy of its entire Bid excluding the Cost Bid from which all information designated on the form has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, should redact no more information than was designated on the form, and should show the empty space from which information was redacted. Except for the redacted information, the redacted copy must be identical to the original Bid submitted for the response to be considered. The respondent is responsible for ensuring the accuracy of its redactions and for ensuring that the redacted copy is protected against restoration of redacted data. The redacted copy may be open to public inspection under the State's open records statutes without further notice to the respondent once the Intent to Award is issued. If during a subsequent review process the State determines that specific information redacted by the respondent is subject to disclosure under Wisconsin statute, the respondent will be contacted prior to release of the information.
- **Under Separate Cover - Cost Bid Workbook (Attachment 6)** - Provide cost information as directed in Section 10 and (Attachment 6: Cost Bid Workbook). Include all costs for furnishing the product(s)

and/or service(s) included in this Bid. Failure to provide any requested information in the prescribed format may result in disqualification of the Bid.

3.8. Multiple Bids

Multiple Bids from a Bidder, for any single award category will not be permissible.

3.9. Withdrawal of Bid

The Bid shall be irrevocable until contract award unless the Bid is withdrawn. A Bidder may withdraw a Bid in writing at any time up to the Bid closing date and time or upon expiration of 180 days after the due date and time if received by the Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the Procurement Manager. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

3.10. Late Bids

Any responses received after the hour specified in Section 3.6 (Submitting the Bid) shall not be reviewed.

4. BID SELECTION AND AWARD PROCESS

This section explains how Bids will be accepted, reviewed, and how the State will engage in negotiations if it opts to do so.

4.1. Bid Opening

A public Bid opening will be held on Tuesday November 8th, 2022, at 3:00pm CT, it can be accessed via conference call (1-608-571-2209, Conference ID 314 921 397#) and in person, at the Department of Administration Conference Room #616 (101 E. Wilson Street, 6th Floor, Madison, WI 53703). The names of all Bidders may be read aloud at that time.

4.2. RFB Preliminary Review

All Bids will be reviewed initially to determine if Bid submission requirements are met (see RFB Section 3 (Preparing and Submitting a Bid). Failure to meet a Bid submission requirement may result in the rejection of the Bid.

In the event there is an individual mandatory requirement that no Bidder is able to meet, the State reserves the right to eliminate that individual mandatory requirement; in such case, the State shall continue the review of Bids and select the Bid(s) that most closely meets the remaining requirements specified in the RFB.

4.3. Accepted Bids

Bids that do not comply with Minimum Qualifications or Mandatory Requirements and Specifications may be rejected.

The State reserves the right to obtain additional information concerning any Bidder or Subcontractor associated with or named in the response to this RFB and to consider this information in reviewing the Bidder's ability to provide the Services being bid in response to this solicitation.

4.4. Supplier Diversity

Bids from certified Minority Business Enterprises (MBE) or Disabled Veteran-owned Businesses (DVB) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (s. 16.75 (3m), Wis. Stats., 2001-02).

4.4.1. Minority-Owned Business Enterprise

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program> .

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the State.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx> .

4.4.2. Veteran-Owned Business

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State contracts.

4.4.3. Disabled Veteran-Owned Business

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

4.4.4. Woman-Owned Business Enterprise

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

4.5. Right to Reject Bids

Issuance of this RFB in no way constitutes a commitment by the State to award a contract. The State may reject any Bid if it is considered incomplete, conditional, contains irregularities, or does not meet requirements. Department of Administration in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the State.

Failure to furnish all information or to follow the Bid format requested in this RFB may cause rejection of the Bid. The State may waive any nonmaterial deviation in a Bid. The State's waiver of nonmaterial

deviation shall in no way modify the RFB requirements or excuse the Bidder from full compliance with the contract requirements if the Bidder is awarded the contract.

In the event that all Bidders cannot meet one or more of the Mandatory Requirements, the State reserves the right to continue the review of the Bids and to select the Bid that in the State's judgment most closely meets the Requirements detailed in this RFB.

Bids should be submitted with the most favorable terms and pricing the Bidder can offer. However, the State reserves the right to request a better offer prior to issuing a letter of Notice of (Intent to) Award.

If at any time prior to the signing of a written agreement, the State determines that the Bidder does not possess adequate financial ability or organizational stability to carry out the obligations of the contract, that Bidder may be disqualified from further consideration. The State reserves the right to request additional information from third parties.

The State may negotiate the terms of the contract, including the award amount, with the selected Bidder(s) prior to entering into a contract.

4.6. Method of Award

Award(s) for each category will be based on the combined lowest 5-year total cost, as determined by the pricing for certain mandatory cost components listed in RFB section 10.1 (Method of Bid). The calculation used to derive the 5-year total cost for each award category shall be made available at the Bid opening. Prices Bid shall be in US dollars unless otherwise indicated.

The State does not guarantee to purchase any specific quantity or dollar amount. Bids that require a specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, unit price shall prevail in award.

The Department of Administration intends to make multiple awards in each category to responsive, and responsible Bidders as follows:

- **Category-1:** Up to six (6) awarded contracts
- **Category-2:** Up to eight (8) awarded contracts
- **Category-3:** Up to four (4) awarded contracts
- **Category-4:** Up to six (6) awarded contracts

The State reserves the right to award to more or less Bidders if it is in the best interest of the State to do so. The State is the sole determinant of its best interest.

4.7. Contract Negotiation

The State intends to contract with Bidders who have been awarded as a result of this solicitation. The State may negotiate the terms of the contract, including the price, with the awarded Bidder(s) prior to entering into a contract.

4.7.1. Administrative Documentation

Bidders shall submit the following Administrative Documentation after contract award and within ten (10) business days of request by the State.

4.7.1.1. Legal Proceedings

For the last (5) five years Bidder must disclose: (1) any criminal litigation, investigations or proceedings involving the Bidder or any Subcontractor, or any officers or directors of the Bidder or Subcontractor; and (2) any litigation, investigations or proceedings under the Sarbanes-Oxley Act

involving the Bidder or any Subcontractor; and (3) any civil litigation, arbitration or proceeding to which Bidder or any Subcontractor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Bidder or any Subcontractor; or (ii) a claim or written allegation of fraud or dishonesty against Bidder or any Subcontractor by a governmental or public entity arising out of their business dealings with the governmental or public entity; or (iii) any other claim or action that could otherwise jeopardize the Bidder's or its Subcontractor's ability to honor its contractual commitments to the State. Any litigation, investigation, allegation, arbitration, or other proceeding must be disclosed and described in a written statement in Bidder's response. The description must include, but not be limited to the caption, case number, jurisdiction, and a brief summary of the dispute and resolution. Details of settlements which are prevented from disclosure by the terms of the settlement may be withheld. If the Bidder is a subsidiary, the above-required information must also be disclosed for all parent companies.

4.7.1.2. Bankruptcy

Bidders shall indicate if it or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last five (5) years, they shall indicate so and summarize in a separate document all relevant details of the bankruptcy.

4.7.1.3. Proof of Financial Stability

Bidder shall provide the following financial statements and documentation for the appropriate company type, after award and upon request of the State:

Publicly traded companies must provide:

1. Title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports are currently not filed timely or have been filed late within the past three (3) years.
2. Most recent three (3) years of audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP); and
3. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's, and Fitch's Investors Service, if applicable.

Private owned companies must provide:

1. Most recent three (3) years of audited financial statements prep in accordance with GAAP.
2. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's, and Fitch's Investors Service, if applicable; and

LLPs, LLCs, S Corporations, and similar forms of ownership, other than sole proprietorships (professional organizations to include, but not limited to, Certified Public Accounting (CPA) firms, law firms and professional engineering firms) must provide:

1. For the year most recently ended, audited financial statements prepared in accordance with GAAP.

4.8. Contract Negotiations Impasse

If a contract between the State and the successful Bidder cannot be executed by both parties within sixty (60) Days after the Notice of (Intent to) Award of the Contract (or the conclusion of an appeal of the award under Ch. ADMIN 10, Wis. Adm. Code, whichever is later), the State reserves the right to unilaterally reject

the Bidder's Bid and proceed to award the contract to the next lowest cost Bidder.

4.9. Notification of Intent to Award

Any Bidder who responds with a Bid shall be notified in writing of the State's intent to award the contract(s) resulting from the RFB.

After the Notice of (Intent to) Award is issued, copies of all Bids shall be available for public inspection from 8:00 a.m. to 4:00 p.m. CT at 101 E. Wilson St., Madison, Wisconsin, under the supervision of DOA/SBOP staff. Bidders shall schedule a specific appointment with Patrick Muir via email (Patrick.Muir1@wisconsin.gov) to ensure that space is available for the review.

4.10. Ordering Process and Service Provider Selection

The state intends to use the resulting contracts to establish a catalog of available service providers for which individual entities can request quotations for their respective locations. Contract users will request such quotations from all available Contractors within a given award category; service provider selection after receiving quotations shall be determined by a combination of lowest cost, ability to meet business requirements, and service delivery timing. In all instances, any business requirements and service delivery time frames beyond those identified within this solicitation, will be set forth by contract users at time of the original quotation request.

Should Contractor be unable to meet specific business requirements or the requested service delivery time frame, they may provide a response to the quotation request indicating such. In such instances Contractor may opt to provide a quotation for services which do not meet requirements or delivery time frames, or alternately may forego providing a quote for services instead providing a response indicating a refusal to provide quotation.

Contractor shall be aware, that providing the lowest cost quotation which does not meet all individual business requirements, or cannot meet the requested service delivery time frame, may result in an alternate service provider's higher cost quotation being accepted by the contract user.

The state is committed to migrating all current users and services from existing contract vehicles to the contracts resulting from this solicitation no later than January 31, 2024. Contractor shall be aware that the initial requests for quote and the corresponding service delivery time frames will reflect this objective, as such Contractor is encouraged to work proactively and in good faith with the state to formulate implementation and migration plans for all locations that have been subsequently awarded to Contractor through the quotation procedure described above.

5. BIDDER QUALIFICATIONS AND EXPERIENCE

All Bidder qualifications in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid. All Bidder qualifications are defined as mandatory minimum requirements unless otherwise stated. **Failure to meet these mandatory requirements may result in disqualification of the Bid.** However, in the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in the RFB.

5.1. All Categories - Minimum Bidder Qualifications and Experience

5.1.1. Compliance with State and Federal Regulations

Bidder shall be in compliance with all applicable State, local, and federal laws or statutes as well as comply with all Wisconsin Public Service Commission and Federal Communications Commission regulations both at time of bid submission and for the duration of the Contract Term. Upon request,

Bidder shall provide evidence substantiating such compliance.

5.1.2. Required Experience

Bidder shall be a WAN or Internet Service Provider that is currently in business and shall have a minimum of five (5) years of experience supplying and supporting WAN or Internet Services to entities similar in size and scope to the State and Authorized Users eligible to utilize the resulting contracts.

5.2. Category 1 – Additional Minimum Bidder Qualifications

5.2.1. Required Experience & Certification

Bidders responding to category-1 shall either directly represent or be an established Telecommunications Carrier, Telecommunications Utility, or Alternative Telecommunications Utility certified by the Wisconsin Public Service Commission (PSC) with ownership of data transmission or other telecommunication facilities located within the State of Wisconsin. Should Bidder directly represent one (1) or more telecommunication entities certified by the Wisconsin PSC, Bidder shall provide documentation indicating the nature of representation and relationship between the parties.

5.3. Categories 3 & 4 - Additional Minimum Bidder Qualifications

5.3.1. E-Rate 471

Each Bidder responding to award categories 3-4 must have a Service Provider's Form 498 I.D. # (formerly SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities for the life of the contract and all applicable renewals. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare, file, and continually keep current all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider's Form 498 I.D. # (formerly SPIN) issued to Bidder by the Universal Service Administrative Company should be included in the responding Bid.

As required by the Federal Communications Commission (FCC), providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

47 CFR § 54.500(f)

Lowest Corresponding Price (LCP) is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services).

47 CFR § 54.511(b)

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Should the lowest corresponding price (LCP) change during the Contract Term, Contractor must modify its available prices to conform.

5.3.2. E-Rate Records Retention

As required by USAC policy, the Contractor must retain documents from the bidding process through ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service

delivery, invoices, documentation of any service down time, and any other document retention required by the FCC. Bidder shall provide its Service Provider's Form 498 I.D. # (formerly SPIN) in response to this solicitation.

5.3.3. E-Rate Eligibility

At the time of response to this RFB, the Bidder must be designated by the Schools and Libraries Division of the Universal Service Administrative Company to provide Category 1 Eligible Services as defined by the FCC. The Contractor must notify the State TEACH Administrator (teach@wisconsin.gov / 608-261-5054) of any change in Red Light status throughout the life of the contract, and failure to maintain good standing with the FCC and to be classified as on Red Light status may constitute grounds for terminating the party's contract for cause.

5.3.4. E-Rate Investigation and Invoice Delays

Bidder must disclose whether they or their proposed Subcontractors currently are subject to an investigation by the E-Rate Administrator, Federal Communications Commission ("FCC") Universal Service Administrative Company ("USAC") or any law enforcement agency; and/or whether any of the respondent's E-Rate invoices or customer's E-Rate invoices or Form 471 applications are being delayed for processing. For this RFB, delayed invoices are defined as 45 days or more from date of submission and delayed Form 471 application is defined as any application not funded by the seventh month of the funding year. Detailed information concerning any of these situations is required to be disclosed, including what actions, if any, the respondent is undertaking to resolve any outstanding issues.

6. MANDATORY SPECIFICATIONS OF BID

All requirements in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid. Submission of a Bid means the Bidder agrees that they have read, understand, and comply with the requirements detailed by the State in this section. **Answering "No" or failing to meet any of the mandatory requirements under Section 6, may disqualify your Bid.** If no single Bidder is able to comply with a given specification or condition, the State reserves the right to delete that specification or condition which will be executed as an amendment to this RFB.

6.1. All Categories - Technical Requirements

All Technical Requirements are mandatory. Submission of a Bid means the Bidder agrees that they have read, understand, and comply with the requirements detailed by the State in this section. **Answering "No" or failing to meet any of the mandatory requirements under Section 6.1, may disqualify your Bid.** If no single Bidder is able to comply with a given specification or condition, the State reserves the right to delete that specification or condition which will be executed as an amendment to this RFB.

6.1.1. Contractor Equipment

The cost and execution of all maintenance, repair, and upgrades of the Contractor owned equipment are the responsibility of the Contractor.

6.1.2. Prohibited Contractor Equipment

THE STATE OF WISCONSIN CANNOT ACCEPT, OR UTILIZE AT ANY TIME, ANY CIRCUIT THAT UTILIZES EQUIPMENT PROHIBITED BY THE 2019 NATIONAL DEFENSE AUTHORIZATION ACT AS A NETWORK ELEMENT ON ANY PART OF ANY CIRCUIT DURING ANY PORTION OF THE TERM FOR ANY ORDERED CIRCUIT. The Authorized User may immediately terminate any circuit order without penalty, fees, or other liability if the State determines such prohibited equipment is used in the transmission path or endpoint termination of any Authorized User circuit.

6.1.3. Engineering Standards

Contractor shall conform to and comply with all industry engineering standards and specifications as stated (e.g., IEEE, IETF, MEF, etc.), or as required by other regulating state, local, or federal agencies, organizations or commissions. In the absence of more specific direction or criteria specified, all work performed shall comply with industry and government standards, codes, tariffs, regulations, and laws.

6.1.4. Network Traffic Contained within Wisconsin

Contractor shall transport State network traffic whenever possible within the physical boundaries of the State of Wisconsin or the closest peering point outside of Wisconsin. Bidder shall provide documentation of how traffic is contained within the State or to the closest peering point outside of Wisconsin.

6.1.5. Technical Metrics Documentation

Contractor shall provide as an attachment to the Bid response, documentation of the technical metrics and SLA(s) for the services bid (e.g., latency, availability, jitter, mean-time-to-repair).

6.2. All Categories - Performance and Support Requirements

All Performance and Support Requirements are mandatory. Submission of a Bid means the Bidder agrees that they have read, understand, and comply with the requirements detailed by the State in this section. **Answering “No” or failing to meet any of the mandatory requirements under Section 6.2, may disqualify your Bid.** If no single Bidder is able to comply with a given specification or condition, the State reserves the right to delete that specification or condition which will be executed as an amendment to this RFB.

6.2.1. On-Network Service Areas

As applicable to each award category, Bidder shall provide a detailed and exhaustive listing of all areas within Wisconsin (*e.g., cities, towns, counties, or geographic areas*) where the services being bid are considered On-Network and do not require last-mile agreements or additional brokering with 3rd party providers or local exchange carriers.

6.2.2. Bidder Technical Support Requirements

Bidder’s technical support shall be available twenty-four (24) hours a day and seven (7) days a week, and provide capabilities (e.g., web-based portal, phone call, etc.) to verify real-time status of service tickets or trouble calls.

6.2.3. Key Personnel

6.2.3.1. Contractor Account Manager

Bidder shall designate a Contract Account Manager with full authority, on the Contractor’s behalf, to oversee all matters and compliance as it pertains to the contract. This includes assuming responsibility and liability for all problems related to all products and services provided under the contract, billing inquiries or billing related issues, and escalation of recurring service-related issues. Changes in the Contractor’s Account Manager shall be communicated to the State’s contract Manager and Administrator as soon as practicable and without delay.

6.2.3.2. Assigned and Accessible Key Personnel

Bidder shall provide a sufficient number of knowledgeable Key Personnel dedicated to fulfilling contract requirements throughout the entire term with:

- Process, procedures, services, and equipment
- Product knowledge and training

- Assistance with the ordering process, expediting, and accurate pricing
- Assistance with product configuration and use rights
- Account reviews, assistance, troubleshooting, and resolution
- Strategic direction and advice based on individual Authorized User environments

Prior to contract implementation, Bidder shall provide information regarding Primary and Secondary contacts to the State Contract Manager and Administrator for all Key Personnel including but not limited to full names and contact information (e.g., address, phone, fax, email)

The State reserves the right to request replacement of any level of Contracted Personnel, regardless of position level in the organization, who is not meeting performance or support requirements of this RFB and subsequent contract.

Contractor's management shall respond to the State's Contract Manager and Administrator within three (3) days after receiving notification of Contracted Personnel problem. Response shall include confirmation of corrective action.

6.2.4. Regular Business and Account Reviews

Contractor shall provide the State's Department of Administration with no less than quarterly business reviews to evaluate and provide recommendations for things such as contract usage, trends, ongoing or repetitive service issues, upcoming initiatives, future roadmaps, and more.

Contractor shall provide a reasonable frequency of regular business reviews to all other Authorized Users, recurrence frequency shall be determined and agreed upon directly between the Authorized User and Contractor.

Contractor shall provide the State and Authorized Users with additional ad-hoc meetings and business reviews as soon as practicable and without delay.

6.2.5. Emergency and Escalation Points of Contact

Contractor shall provide an escalation contact list for problem resolution and shall also identify emergency contacts for sales and support, including names, telephone numbers, and e-mail addresses. Contractor shall provide updated versions of the emergency and escalation contact lists through the term of the contract and proactively notify the State of any changes to contacts or processes.

6.2.6. On-Site Services

Contractor Personnel shall, if requested, meet on-site at Authorized User's location anywhere within the State of Wisconsin. Bidder should be aware that Authorized Users may require regular on-site visits from Contractor's Personnel. Bidder shall not charge for such meetings and Bidder is responsible for the cost of round-trip travel, meals, and vehicle parking.

6.2.7. Permits, Agreements, & Existing Utilities

Contractor shall be responsible for the acquisition of all required state, county or city permits. Contractor shall secure all rights of way, joint facility use agreements, building management approvals and any other agreements necessary for the installation of services.

In accordance with Wisconsin Statute [182.0175\(2\)\(a\)\(am\)\(bm\)](#), Contractor is responsible for communication with Digger's Hotline or any other necessary parties to locate and mark all existing buried facilities prior to any digging by the Contractor. The Contractor shall be responsible for the repair of any damage to existing buried facilities it causes.

6.2.8. Contractor Network Management Practices

Bidder shall provide within its response, documentation describing the network management practices such as planning, security, capacity or congestion management, and oversubscription policies it will deploy to ensure availability, reliability, and customer satisfaction with the services being provided.

6.2.9. Notice of General Changes and Reasons for Outage

6.2.9.1. General Changes

Contractor shall provide the DOA Contract Administrator with timely advance communication regarding general changes which have effect on the State or Authorized Users, including but not limited to the following:

- Billing system changes
- Changes in Contractor's Internet and/or Network Service technologies within the State
- Expansion or improvements to Contractor's network or infrastructure within the State

6.2.9.2. Reason for Outage

Contractor shall provide a Reason for Outage (RFO), as required by the applicable award category or upon request by the State. The RFO shall be provided to the Contract Administrator and Authorized Users as soon as practicable and without delay.

7. ADDITIONAL MANDATORY SPECIFICATIONS OF BID (CATEGORIES 1-4)

All Technical, Performance, and Support Requirements are mandatory as specified for each individual award category 1-4. Submission of a Bid means the Bidder agrees that they have read, understand, and comply with the requirements detailed by the State in this section. **Answering "No" or failing to meet any of the mandatory requirements under Section 7, may disqualify your Bid for that respective award category.** If no single Bidder is able to comply with a given specification or condition, the State reserves the right to delete that specification or condition which will be executed as an amendment to this RFB.

7.1. Category 1 – Wide Area Network (WAN) Services for the Authorized User Community

These WAN Services provide delivery of Layer-2 and Layer-3 network traffic while ensuring reliable and secure Multipoint-to-Multipoint connectivity between Authorized User locations, as well as the DET Data Center Locations when requested by the State. Such services include both the underlay and overlay technologies required to deliver WAN connectivity from interface to interface, with DET performing aggregation of network traffic between the various awarded Contractors.

7.1.1. Types of WAN Connectivity

WAN Services for the Authorized User community provide delivery of Layer-2 and Layer-3 network traffic while ensuring reliable and secure Multipoint-to-Multipoint connectivity between Authorized User locations, as well as the DET Data Center Locations when requested by the State. Such services shall include both the underlay and overlay technologies required to deliver WAN connectivity from interface to interface, with DET performing aggregation of network traffic between the various Contractors awarded as a result of this solicitation.

For purposes of this RFB, Bidder shall minimally provide pricing for WAN connectivity which adheres to the following:

- Supports Layer-2 and Layer-3 traffic to the point of Ethernet Handoff
- Multipoint-to-Multipoint communication

- Connectivity back to DET Data Center Locations *(as requested by the State)*
- Permit last-mile or off-network connectivity *(if requested, negotiated at time of order)*

7.1.2. Minimum Required Bandwidth

Contractor shall offer a variety of bandwidth increments for WAN connectivity to enable maximum effectiveness within various usage scenarios including but not limited to low, medium, and high.

For purposes of this RFB, Bidder shall minimally provide pricing for 1 - 10 Gbps WAN connectivity at each DET Data Center Location or State Office Building as indicated on the Category-1 Worksheet of (Attachment 6: Cost Bid Workbook).

Bidder may optionally provide pricing for 1 Gbps WAN connectivity at Agency HQ locations as indicated on the Category-1 Worksheet of (Attachment 6: Cost Bid Workbook).

Bidder shall additionally provide not-to-exceed pricing for WAN Services available within the Bidder defined On-Network Service Areas, minimally providing the bandwidth increments shown below:

- Low Usage: 10 Mbps
- Medium Usage: 100 Mbps
- High Usage: 1 Gbps

The not-to-exceed price bid is not intended to provide a postalized or flat-rate pricing model for all future locations, any such locations will be negotiated at time of order and bid out amongst awarded Contractors who meet the specific business requirements of the respective entity.

Contractor shall permit bonding of multiple interfaces to receive higher bandwidth aggregates when requested by the Authorized User (e.g., 3 x 10 Gbps interfaces to get a 30 Gbps full throughput).

Bidder may optionally provide additional increments or bandwidth speeds faster than the required minimums; however, such additional increments or bandwidth will have no effect on award selection.

7.1.3. Dedicated Circuit Bandwidth

Should Contractor network permit oversubscription of available bandwidth, Contractor shall at all times permit full throughput of the required bandwidth amount as defined by the services ordered.

7.1.4. Availability

The Contractor's service shall perform at a minimum availability of 99.9% of the time during any thirty (30) day period. Bidder shall provide their specific Service Level Agreement (SLA) that includes definitions and methods of calculations for Availability as an attachment to Bid.

7.1.5. Latency

The Contractor's circuit shall deliver all packets transmitted from A or Z location to the other end (one-way) with a five (5) minute average end-to-end (one-way) packet latency less than thirty (30) milliseconds and less than five (5) milliseconds of jitter.

Bidder shall provide their specific Service Level Agreement (SLA) that includes definitions and methods of calculations for Latency as an attachment to its Bid response.

7.1.6. Packet Loss

The Contractor's five (5) minute average end-to-end packet loss shall be less than 0.1% of the total packet throughput across the network.

Bidder shall provide their specific Service Level Agreement (SLA) that includes specific definitions and

methods of calculations for Packet Loss as an attachment to its Bid response.

7.1.7. Out of Service Definition

The Network Transport Service is considered “out of service” when either of the following occurs: (i) There is a complete loss of signal for the service, or (ii) Inability to pass reliable traffic on any transport path due to excessive latency, errors, or loss per Sections 7.1.5 and 7.1.6

Bidder shall provide their specific Service Level Agreement (SLA) that includes specific definitions and methods of calculations for Out of Service as an attachment to its Bid response.

7.1.8. Ethernet Service Handoff

Contractor shall provide an Ethernet handoff which meets all applicable IEEE standards based upon the type of services ordered and media type requested by the Authorized User. Contractor shall make commercially reasonable efforts to accommodate requests by Authorized User for alternate standards-based Ethernet handoff types, when available for the services being ordered.

7.1.9. VLAN Support and Tag Preservation

A Contractor circuit shall support VLAN tagging (IEEE 802.1q) and VLAN Q-in-Q (IEEE 802.1ad) preservation. The State shall be able to configure any VLAN without coordination with Contractor.

Contractor shall honor (not change) any State DSCP (IETF RFC 2474) IP headers. The State requires that all traffic markings be maintained end-to-end.

7.1.10. Neighbor Discovery Protocols

Contractor circuits shall allow neighbor discovery protocols including Cisco Discovery Protocol (CDP) and Link Layer Discovery Protocol (LLDP) to pass through the provider network so that State devices at both ends of the circuit can exchange these protocols with each other. Bidder shall provide clear documentation within its response defining limitations to the max number of MAC addresses per UNI.

7.1.11. Link Propagation

Each Contractor circuit shall enable link propagation on all devices used in the transmission of a circuit such that a loss of link anywhere in the circuit path is propagated through the entire circuit path to the State devices at the A and Z end of the circuit.

7.1.12. Contractor Devices Used to Provide Service

Any device used to provide the circuit must be remotely managed by the provider at their Network Operations or Support Center and the provider must manage chassis status and interface status on any device or equipment used to provide the circuit. Unmanaged devices in the network cannot be used.

7.1.13. Service-Related Issues

Contractor shall respond to all reports of service-related issues within four (4) hours of receiving such reports from the State or Authorized Users and begin working to remedy the service-related issue and barring inclement circumstances, Contractor shall dispatch any personnel required for investigation or repair of such reported service-related issues within the contractually agreed upon period.

7.1.14. Service Level Requirements

For all WAN Services, Contractor shall provide Service Level Agreements (SLA) as part of the service offering which are calculated on a per circuit basis and provide documentation of such SLA(s) including how individual metrics are measured and how corresponding credits for non-performance are paid.

7.2. Category 2 – ISP Services for the Enterprise

These services provide high-speed, redundant, and reliable access for Enterprise customers across the State, which connect back to the DET Data Center Locations for access to the public Internet. Such services shall include Internet access and transport of services to and from Authorized User locations.

7.2.1. Minimum Required Bandwidth

Bidder shall provide pricing for ISP Services with a minimum of one (1) full-duplex, fiber-based ten (10) Gbps Ethernet port, and one (1) full-duplex, fiber-based twenty (20) Gbps Ethernet port, at each DET Data Center Location as indicated on the Category-2 worksheet of (Attachment 6: Cost Bid Workbook).

Contractor shall permit bonding of multiple interfaces to receive higher bandwidth aggregates when requested by the Authorized User (e.g., 3 x 10 Gbps interfaces to get a 30 Gbps full throughput).

Bidder may optionally provide pricing for ISP Services with a minimum of one (1) full-duplex, fiber-based forty (40) Gbps Ethernet port, at each DET Data Center Location as indicated on the Category-2 worksheet of (Attachment 6: Cost Bid Workbook).

7.2.2. Contractor Facilities

Contractor ISP Services shall be provided through a carrier grade enterprise class dual path facility. It shall be a secure and environmentally controlled facility with redundant and uninterruptible power feeds. The facility shall be connected to the public Internet backbone through multiple service providers (multi-homed with peer relationships).

Contractor shall supply and manage all facilities for data transport between DET Data Center Locations and the Contractor's network. All network data transport between the State and the Contractor's network shall be sized to allow the full transport speed as determined by the services ordered from each of the DET Data Center Locations.

7.2.3. IP Routing and Administration

- a) The ISP Services shall be multi-homed utilizing standard IP routing protocols and include all other State Internet Service Provider(s). IP administration, which includes IPv4, IPv6, and Domain Name Services (DNS), is maintained by State personnel for all Enterprise locations connected to the network.
- b) The Contractor's ISP Services shall provide the full Border Gateway Protocol (BGP) Internet routing table to the State data network.
- c) The Contractor shall support the State's Internet traffic engineering methods. These methods include AS-path pre-pending and the use of BGP communities to influence traffic flow between the Contractor and State networks.
- d) The Contractor shall route the State's IPv4 and IPv6 address allocations.
- e) The Contractor shall allow DET to ping the Contractors' BGP peer addresses and directly connected interfaces.

7.2.4. Service-Related Issues

- a) Contractor shall work with the State of Wisconsin Enterprise Service Desk (ESD) for all service-related troubles to determine if fault resides with the State or with the Contractor.
- b) If the problem is deemed by the Authorized User to be a Contractor problem, the Contractor shall provide updates to the ESD until the problem is resolved.

7.2.5. Required Documentation

Contractor shall submit the following documents, describing certain Contractor procedures and policies with the Bid response and during the Contract Term upon request:

- a) Route dampening policies.
- b) Distributed Denial of Service protection & mitigation policies
- c) Blackhole routing & reporting policies.
- d) Flow chart or description of trouble shooting & problem resolution procedures.

Contractor shall provide updated versions of all documentation through the life of the contract on a regular basis or as requested by DOA.

7.2.6. Service Level Requirements

- a) Contractor shall have a monthly mean response time of fifteen (15) minutes for any service outage from the time that the ESD opens a ticket.
- b) Contractor shall have a Mean Time to Repair of two (2) hours for any service outage from time of ticket creation.
- c) Contractor shall have a mean time to diagnose of thirty (30) minutes from time of ticket creation.
- d) Contractor shall monitor the end-to-end Internet service and provide the ESD with notification within fifteen (15) minutes via phone or email of any outages.
- e) There will be a thirty (30) day period for the State to determine Acceptance of the ISP Services following the Internet connectivity being established between the State and the Contractor. The State's Acceptance of the ISP Services will occur upon successful installation and implementation including demonstration that the service provided operates continuously and trouble free for a period of thirty (30) days.
- f) If the service installed fails to operate continuously and trouble free during the thirty (30) day Acceptance period, the Contractor must fix the problems and then begin the thirty (30) day Acceptance period again. In addition, the Contractor shall pay the charges for any extension of service that the State may have to request from the legacy ISP Services provider to maintain redundancy during the Acceptance period.
- g) ISP Services testing will be conducted jointly between the State and the Contractor each quarter beginning in the third quarter after Acceptance. The State and Contractor will each test both logical and physical components of the network. An example of a possible test would be to have the Contractor shut down its network interfaces that face the State while the State observes the behavior of its network. The Contractor will have the appropriate staff available to assist the State to conduct testing. Planning and scheduling for testing may be conducted during the quarterly business review outlined in section 6.2.4 or through other contact with the Contractor initiated by the State.
- h) The State may request that dates for testing ISP Services be conducted on a pre-set basis. In that case, the Contractor shall work with the State to create a calendar of suggested test dates during the year.
- i) The State may request ad hoc testing by the Contractor. Whenever possible, the State will provide the Contractor with twenty-four (24) hours' notice of the requested testing date(s).
- j) Contractor shall provide monthly ISP Services usage and performance summary reports. The reports shall include average and peak bandwidth usage and average and peak latency

measurements for the end-to-end Internet service. These reports must be emailed to the State or provided on a website accessible to the State.

- k) Contractor shall provide read only or view access to near real time network monitoring tools and statistics for the DET data center connections. This data will include SNMP statistics, along with NetFlow data from all edges of the provider network where DET connects. The State reserves the right to determine the parameters for the DET data center connections in the Contractor's network monitoring and statistics tools.
- l) The Contractor shall use all commercially reasonable efforts to support and provide all additional configurations requested by the State as soon as possible, but no later than thirty (30) days from the date of request.
- m) The Contractor shall use all commercially reasonable efforts to support and provide all additional features and functions requested by the State as soon as possible, but no later than thirty (30) days from the date of request.

7.2.7. Interruption of Service and Associated Credits

- a) The ISP Service is considered interrupted when it becomes unusable to the State due to failure of any Contractor controlled or managed facility used to provide the service. Scheduled maintenance as described in section 8.2.1 is not considered an interruption to service unless that scheduled maintenance exceeds the maintenance window identified without prior agreement from the State.
- b) The interruption period begins when the ISP Service is found inoperative and reported to the Contractor's Support Center by the State or pro-actively discovered by the Contractor's own monitoring of the ISP Services.
- c) For each Service interruption of one cumulative hour over one month, the State shall be credited at the rate of 1/30 (1 day) of the previous month's actual usage. For each additional hour (or fraction of an hour), the State shall continue to be credited at the rate of 1/30 (1 day) of the previous month's actual usage for each hour the interruption continues. (i.e., if last month's actual charges were \$300, credit for one hour of outage will be 1/30 of \$300 or \$10)
- d) The Service Credit(s) for an interruption or series of interruptions shall not exceed the monthly rate (all fees charged for a one (1) month period) for any one (1) billing period. For the purposes of determining the credit, every month is considered to have thirty (30) days.
- e) A site will be defined as chronic when it has three (3) service-affecting interruptions (degraded performance and/or service interruption) in a ninety (90) day period. When a site is chronic, the State reserves the right to terminate the contract covering that site.
- f) If a site has been assessed three (3) or more credits in a ninety (90) day period due to an interruption, the State reserves the right to terminate the contract covering that site.
- g) In certain instances, the State may be requested by the Contractor to surrender the Internet service for purposes other than maintenance, troubleshooting, or other activity. If the State agrees to the Contractor's request, the service credits outlined in this section will apply.

7.3. Category 3 – ISP Services for the Authorized User Community

These services provide access to and from the public Internet at Authorized User locations and serve as a cost-effective alternative to WAN Services for Enterprise customers who require connectivity back to the DET Data Center Locations. Such services shall include Internet access and transport of services to and from Authorized User locations.

The resulting contracts are mandatory for all Agency users but are considered optional for other Authorized Users such as schools, libraries, municipalities, or other eligible entities who may choose to use the resulting contract vehicles as a convenience.

7.3.1. Minimum Required Bandwidth

Contractor shall minimally offer the bandwidth increments shown below:

- Symmetrical: 100 Mbps
- Asymmetrical: 100 Mbps download with 10 Mbps upload

Contractor may provide bandwidth speeds faster than this increment with the services being bid, however such additional bandwidth will have no effect on award selection.

7.3.2. Service-Related Issues

Contractor shall respond to all reports of service-related issues within twenty-four (24) hours of receiving reports from the State or Authorized Users.

For ISP Services which are not backed by a Service Level Agreement (SLA), Contractor shall dispatch or assign any personnel required for investigation and repair of service-related issues by the next business day as defined in the Standard State Business Hours.

For ISP Services which are backed by a Service Level Agreement (SLA), Contractor shall dispatch or assign any personnel required for investigation and repair of service-related issues within the applicable time frame as agreed upon in contract.

7.3.3. Service Level Requirements

For Symmetrical ISP services, Contractor shall provide Service Level Agreements (SLA) as part of the service offering which are calculated on a per circuit basis.

Contractor shall provide documentation of such SLA(s) including how individual metrics are measured and how corresponding credits for non-performance are paid.

7.4. Category 4 - Internet Access for the Educational User Community

These services allow Internet traffic to be delivered to and from Authorized User locations while leveraging existing network transport services such as those provided by the State's Technology for Educational Achievement (TEACH) program.

7.4.1. Required Interconnectivity with TEACH

Contractor shall permit interconnectivity with any network transport services in use by the State's TEACH program to deliver certain E-Rate eligible data transmission Services to eligible entities.

Overlaying of this Internet Access on top of existing network transport services may require additional negotiations between awarded Contractor and any current or future network managed service provider used by the State's TEACH program to deliver certain E-Rate eligible data transmission services. The State shall not be responsible for charges incurred by the Bidder for such interconnection.

7.4.2. Pricing Tiers

Contractor shall provide statewide pricing tiers for schools and colleges which are based on student enrollment numbers, as well as pricing tiers for libraries based on per location and system size.

For purposes of this RFB, Bidder shall provide pricing tiers as follows:

- School District – Less than 199 Students

- Technical College – Less than 2,000 students
- Single Library Location

Bidder may offer additional pricing tier options for the services being bid; however, such additional tiers will have no effect on award selection.

Pricing provided shall permit Internet transit to the full capacity of the transport link being provided to the Authorized User location by the State's TEACH program, up to a Symmetrical 10 Gbps.

7.4.3. Service-Related Issues

Contractor shall respond to all reports of service-related issues within twenty-four (24) hours of receiving reports from the State or Authorized Users and dispatch or assign the appropriate Contractor Personnel required for investigation and repair of such reported service-related issues.

7.4.4. Redundancy Controls

Contractor provided pricing shall include redundancy controls that permit high availability of the Internet Access being bid in response to this solicitation. Such redundancies are required at the backbone level and do not indicate a requirement for dual connectivity at a given Authorized User location. Bidder shall provide documentation of such redundancy controls withing its Bid response.

8. SPECIAL TERMS AND CONDITIONS OF BID

The State reserves the right to negotiate special terms and conditions when it is in the best interest of the State to do so. The Bidder shall not submit its own contract document as a substitute for the State's Special Terms and Conditions.

Bidders shall accept all terms and conditions or submit point-by-point exceptions along with explanation and proposed alternative language for each point. The State may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the terms and conditions will occur only if the change is in the best interest of the State.

8.1. Network Diagrams Categories 1 - 2

Contractor shall provide logical diagrams of the underlying networks which support or directly provide the services being bid in response to award categories 1-2. Diagrams shall provide sufficient detail and information for the State to review and understand the reliability of the services bid.

The State reserves the right to request additional information, details, and diagrams throughout the duration of any resulting Contract Term.

8.2. Maintenance Windows and Notice of Outages

8.2.1. Award Categories 1 - 2

The Contractor will be allowed to perform scheduled maintenance that may impact the availability of the services bid in response to award categories 1-2 within the following parameters:

- a) Contractor shall provide and adhere to predefined maintenance windows for services bid; the State reserves the right to negotiate maintenance windows with any Contractors awarded as a result of this solicitation.
- b) For unscheduled immediate maintenance the Contractor shall provide advance notice to the ESD via telephone at 608-264-9383 or via email to ESDHelp@wisconsin.gov. For rare instances when unscheduled immediate maintenance is required and advanced notice is not possible,

Contractor shall notify the ESD of maintenance as soon as practicable and without delay.

- c) The Contractor shall notify the ESD via telephone at 608-264-9383 or via email to ESDHelp@wisconsin.gov within one (1) hour upon completion of unscheduled immediate maintenance and provide status as to whether that maintenance was successful or not.
- d) The State reserves the right to negotiate with the Contractor a maintenance freeze for all non-emergency outages and/or non-essential changes during a DOA declared disaster period.

8.2.2. Award Categories 3 - 4

The Contractor will be allowed to perform scheduled maintenance that may impact the availability of the services bid in response to award categories 3-4 within the following parameters:

- a) Contractor shall provide and adhere to predefined maintenance windows for services bid.
- b) Contractor shall provide advance notice of maintenance to the State as soon as practicable and without delay and shall provide documentation detailing maintenance notification procedures within its Bid response to this RFB.

8.3. Order Requirements

8.3.1. Order Acceptance

Contractor shall accept orders within two (2) business days and will use commercially acceptable methods for processing orders (new, add, change, or disconnect) from Authorized User personnel such as emails, telephone calls, and/or a vendor provided web-based portal.

Contractor shall, throughout the life of the contract, make good-faith efforts to implement portal or ordering process improvements, based on feedback from the State, to maximize efficiency and limit the length of time invested by Authorized Users when placing such orders.

Should Contractor implement significant changes to the ordering process or modifications to web-based portals, Contractor shall offer additional training to Authorized User's staff who are responsible for utilizing such toolsets.

8.3.2. Order Pricing

Contractor's equipment pricing at the time of order shall be computed on the Contractual pricing in effect on the day an order is placed. Price changes shall not affect orders placed prior to the effective date of such changes.

8.3.3. Order Delays

Contractor shall notify Authorized User within five (5) business days following receipt of an order if delivery will be delayed due to a documented back-order, supply-chain issue, labor shortage, or other unforeseen circumstance. In the event of Order Delays, Contractor shall permit the following:

- a) Authorized User shall be permitted to cancel without penalty any order, which does not require infrastructure build out, and remains unfulfilled thirty (30) days from date of order submission.
- b) Authorized User shall be permitted to cancel without penalty any order, which requires infrastructure build out, and remains unfulfilled ninety (90) days from date of order submission.

8.4. Service Installation

8.4.1. Installation & Service Delivery Timeline

Contractor shall provide an expected timeline for installation and service delivery to customer within five (5) business days from the time the order was submitted to the Contractor. Contractor shall notify

Authorized User as soon as practicable and without delay should installation schedule change from that which was originally projected, should such installation schedule change occur, the Authorized User shall be permitted to either accept or cancel the order without penalty.

8.4.2. Site Access

Contractor shall coordinate with the Authorized User to schedule work to maximize access to the Contractor while minimizing disruption of the Customer’s business. Unless otherwise agreed to by the Authorized User, installation shall be coordinated to occur Monday through Friday, between 6:00 a.m. and 6:00 p.m. Central Time.

8.5. Service Changes, Invoice, and Billing Requirements

8.5.1. Contractor Initiated Service Disconnection

Contractor shall not initiate, under any circumstances, a disconnection or account level changes of any Authorized User account without agreement from the Authorized User or DOA Contract Administrator.

8.5.2. Service Changes

Contractor shall not initiate, under any circumstances, a service changes of any Authorized User account or line without agreement from the Authorized User or DOA Contract Administrator.

8.5.3. Billing

The State requires individual detailed monthly invoices for each Authorized User. The State expects that the Contractor will as part of its commercially available invoicing process, be able to reflect partial monthly billing and detail such charges as MACDs and SLA credits. Invoices shall be sent directly to and paid by the specific Authorized User.

8.6. Telecommunications Service Priority (TSP)

When applicable to certain authorized entities, service provisioning, or service restorations; Contractor shall adhere to all rules and policies of the Telecommunication Service Priority (TSP) program created by the Federal Communications Commission (FCC) and managed by the Cyber & Infrastructure Security Agency (CISA), which mandates that service providers prioritize voice and data circuits provisioning and restoration requests made by organizations with national security and emergency preparedness missions.

8.7. Reporting

8.7.1. Reports

On a monthly basis, Contractor shall provide a single detailed electronic report in Microsoft Excel of all expenditures incurred under the contract from the previous month to the State’s Contract Manager and Administrator.

Monthly reports shall be submitted no later than thirty (30) calendar days after the end of each billing cycle, the reporting period starts on the date the Contract is executed. The required format of monthly reports shall be subject to the approval of the State’s Contract Manager and Administrator.

Monthly report, at minimum, must include the following separated data:

- Location Name
- Account Numbers (*including hierarchical accounts if applicable*)
- Account Billing Address
- Service Type
- Bandwidth
- Monthly plan and additional feature or surcharge fees

- Grand total spent against the contract for the reporting period
- Updated listing of Contractor's On-Network Service Areas
- List of all orders placed within the previous reporting period

8.7.2. Additional Authorized User Reports

All other Authorized User report requirements, beyond those defined within Reports section 8.7, shall be negotiated directly between the Contractor and Authorized User's designated representative.

8.7.3. Annual Revenue Reporting

On an annual basis, aligned with the State's fiscal year (July 1st through June 30th), Contractor must provide a single detailed electronic report in Microsoft Excel of ALL expenditures incurred under the contract for the prior State fiscal year to the State's Contract Manager and Administrator, no later than thirty-one (31) days from the end of the fiscal year (July 31st). Formatting of reports shall be determined by the State's Contract Manager and must include the following minimum and separate data points:

- Total individual Authorized User spend from the prior fiscal year
- Listing of all current Authorized User services and term expiration date

Such annual reports shall include ALL expenditures incurred under this contract by any Authorized User who utilizes these Terms and Conditions including those that leverage it as a Cooperative Contract.

8.7.4. Additional Reports

The State reserves the right to request additional reports from the Contractor at no additional cost. Where requested, Contractor shall use commercially reasonable efforts to provide such reports in a reasonable timeframe, but no later than thirty (30) calendar days from the date the request was submitted.

8.8. Contract Audit Requirements

Due to the nature of the services being procured, the State does not intend to permit contract audits.

8.9. Service Cancellation and Termination

8.9.1. Service Termination for Cause without Penalty

Contractor shall permit Authorized Users to cancel services without penalty when such cancellation is due to Contractor's inability or refusal to meet the SLA(s) agreed upon in contract or the minimum mandatory requirements defined for each respective award category of this RFB.

Before service termination for cause may occur, Authorized User shall escalate reported service issues to both the Contractor and DOA Contract Administrator for root-cause analysis. Only after such escalation procedures have failed to cure the reported lack of performance, and with thirty (30) days prior written notice, Authorized User shall have the ability to terminate without penalty, the applicable and corresponding services for which the Contractor has failed to perform.

8.9.2. Service Termination for Lack of Utilization without Penalty

The State intends to leverage Category-1 WAN Services to provide WAN connectivity from certain Authorized User locations considered part of the Enterprise back to the DET Data Center Locations. Contractor shall permit the State to terminate these services without penalty, after one-hundred twenty (120) days advance written notice to Contractor, due to lack of utilization by Enterprise locations such as those shown on (Appendix A: Site List). The State will be sole determinant of the required utilization threshold to maintain such WAN Services at the DET Data Center Locations and will

work in good faith with Contractor to identify such lack of utilization in advance of providing written notice related to service cancellation or termination.

8.10. Contract Transition

Should awarded Contractor(s) hold existing State of Wisconsin contract(s) with any Agency location, either as an incumbent to a previous competitively bid contract or as an incumbent being procured via alternate methods such a procurement authority waiver, Contractor shall at the request of the State transition any eligible services from the prior contract vehicle to any new contract(s) which result from this solicitation.

9. VALUE-ADD NETWORK SERVICES

The State understands that technology is evolving rapidly and that throughout the life of the contract new technologies may become available to commercial and government customers. Accordingly, Bidders are encouraged to submit descriptions and technical specifications for offerings that are extensions of the services within this RFB, or services that are within the scope of this RFB and may become commercially available during the term of the contract.

Submission of this information does not obligate the State to purchase the service, although the State may seek to include additional service types under the contract where it makes both technological and financial sense.

Bidder shall not direct the reader to a website (or any other sources outside of the submitted Bid) as part of its response to the requirement or question. Bidder shall provide the appropriate amount of information, both pricing and relevance to the services being solicited, for the State to decide which value-add network services will be included in any resulting contract.

Failure to provide a specific service listed below will not disqualify a Bid. However, the Contractor may not be allowed to sell goods or services during the Contract Term for which pricing and other relevant information was not provided in the Bidder's response to this solicitation.

Such value-add network services may include but are not limited to:

- Ancillary Services (e.g., SASE, SD-WAN, Voice Services, etc.)
- Redundancy Controls
- Additional Bandwidth Increments for Internet Access, ISP, or WAN Services
- Content Filtering/Management Solutions
- Network Monitoring Services
- Network Management & Consulting Services
- Network Security & Response Services

The State retains the right to determine which services or solutions are in the best interest of the State and which shall be offered under the contract. The State is the sole determinant of its best interest.

10. COST STRUCTURE AND COST BID INSTRUCTIONS

Using (Attachment 6: Cost Bid Workbook), the Cost Bid shall be submitted separately from the RFB response as directed in Section 3.6.3 (Cost Bid Submission).

Except for lower pricing being offered, all pricing shall remain firm as a not-to-exceed, for the term of the contract, including any extensions. The State can always accept lower pricing for the proposed services.

Bidder is required to complete all fields on each cost worksheet. Failure to properly complete the cost workbook may result in disqualification of the Bid.

10.1. Method of Bid

The Bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, unit price shall prevail.

10.1.1. Mandatory Cost Components

Bidders shall, using (Attachment 6: Cost Bid Workbook), respond to the fees/surcharges and value-add network services cost components as instructed, and one (1) or more of the category 1-4 cost components. Each response shall include all the requirements of the corresponding RFB section(s). All Bid and subsequent pricing during the term of the contract must be F.O.B. Destination Freight Prepaid.

- Fees and Surcharges (section 10.6) (*Indicate if none apply to services bid*)
- Value-Add Network Services (section 9) (*Indicate if none will be offered*)
- Category-1 WAN Services for the Authorized User Community (section 7.1)
- Category-2 ISP Services for the Enterprise (section 7.2)
- Category-3 ISP Services for the Authorized User Community (section 7.3)
- Category-4 Internet Access for the Educational User Community (section 7.4)

Bidder shall include descriptions and technical specifications of each Internet and WAN Service bid when submitting pricing.

Bidder may waive fees and surcharges. Where flat rate fees and surcharges are priced, Bidder must itemize all such charges.

10.1.2. Optional Cost Components

Bidders may, but are not required to, respond to the following optional cost sections within its response to (Attachment 6: Cost Bid Workbook):

- Symmetrical: 40 Gbps - Category-2 ISP Services for the Enterprise (Section 7.2)
- Ancillary Services (e.g., SASE, SD-WAN, Voice Services, etc.)
- Redundancy Controls
- Additional increments of bandwidth for both WAN and Internet Services
- Content Filtering/Management Solutions
- Network Monitoring Services
- Network Management & Consulting Services
- Network Security & Response Services

10.2. Cost Bid Worksheet Instructions

Bidders shall complete the attached (Attachment 6: Cost Bid Workbook). Bidders may not alter the Cost Bid Workbook in any manner unless instructions on the Cost Bid Workbook indicates otherwise.

Cells which allow Bidder data entry are shaded in yellow. Bidders may only enter information in the yellow or green shaded cells. All other cells are locked, and password protected. Any other entry or modification made to this (Attachment 6: Cost Bid Workbook) is not allowed and may result in disqualification of your Bid. Failure to supply mandatory, complete pricing may result in disqualification of your Bid. Failure to fully comply with all the instructions contained in this workbook may result in disqualification of your Bid.

All pricing shall be provided in US dollars or in the format expressly prescribed on the applicable cost sheet tab. Responses such as "negotiable", "TBD", "ICB", etc. are not responsive and will result in Bid rejection.

Any blank entries will be interpreted as "zero", meaning no cost is being Bid, resulting in a \$0.00 cost to the State of Wisconsin for that particular product offering or surcharge/fee.

Further instructions for entering cost data are included in the worksheets. It is the sole responsibility of the Bidder to ensure that all mathematical calculations are correct and that the total cost worksheet provided accurately reflects costs.

10.3. F.O.B. Destination Freight Prepaid

All equipment, regardless of ownership, shall be shipped F.O.B. Destination Freight Prepaid. Bidder shall not pass through the costs for such shipment. Expedited or overnight deliveries, if requested by the State, may be a billable pass-through cost without mark up and shall be itemized in the written invoice.

10.4. Price Clarifications

The State reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

10.5. Consideration of All Inherent Costs

Bid prices shall take into consideration all inherent costs of providing the services described in the RFB. Bidder is responsible for paying all travel costs including, but not limited to, round-trip travel, meals and parking. **The State will not pay any additional charges beyond the prices listed in the Cost Bid.**

10.5.1. Cost for Award Category-4 - Interconnection with Existing TEACH Services

Due to the Contractor's ability to aggregate and centrally manage Internet Access for numerous Authorized User locations while leveraging the network transport services provided by the State's TEACH program, any costs related to physical connections or hosting, shall be negotiated directly between the Contractor, and the TEACH program's network managed services provider.

10.6. Fees and Surcharges

10.6.1. Initial Fees

The State shall initially only be liable for fees and surcharges associated with services identified by Bidder on (Attachment 6: Cost Bid Workbook).

10.6.2. New Fees

The State shall only be liable for new fees/surcharges or increases to existing fees/surcharges (as identified by Bidder in its Cost Bid) that are mandated by a governmental or regulatory entity. The Contractor must provide documentation of such mandates prior to billing such charges.

10.6.3. Changes to Fees

The Contractor shall notify the State's Contract Administrator in writing of changes to existing regulatory fees or surcharges prior to implementation of the changes. Contractor shall not implement any new fees or surcharges without written approval of the State's Contract Administrator. Notification shall include an explanation regarding the basis of a new fee or surcharge, effective date, and how the new fee or surcharge will be billed and applied (e.g., per account, per service, etc.).

10.6.4. No Separated Network Management, Managed Service Provider, or Administrative Fees

Any costs or fees related to managing the network or services being bid shall be included in the monthly recurring or non-recurring costs for each location. The State will not consider a separated network management, managed service provider, administrative fee, or other minimum recurring commitment.