Request for Quotation
RFQ 26-700
Ethernet Transport Services
for the
K-20 Education Network
Released by
Office of Financial Management
Washington State
November 23, 2026

WEBS COMMODITY CODE:

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

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

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

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

Bidders are solely responsible for:

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

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

ADA COMPLIANCE:

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

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1. INTRODUCTION

1.1 BACKGROUND

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

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

1.2 PURPOSE

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

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

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

1.3 MINIMUM QUALIFICATIONS

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

Further, Bidder must:

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

1.4 TERM OF CONTRACT AND PERIOD OF PERFORMANCE

The term of the Contract resulting from the RFQ will be approximately five years beginning upon the last date of signature between the parties through June 30, 2031.

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

The period of performance for specific Services ordered under the Contract(s) resulting from this RFQ is scheduled to begin on or about July 1, 2027, and to end on June 30, 2032. Amendments extending the period of performance, if any, will be at the sole discretion of OFM and K-20.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

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

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

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

"**Agency**" shall mean the Office of Financial Management of the state of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY. "**Apparent Successful Bidder**" or **"ASB"** means Bidder(s) selected as an entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

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

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

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

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

"**Contractor**" shall mean that firm, provider, organization, individual or other entity with whom a contract has been executed as a result of this RFQ and is performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

"**Delivery Date**" shall mean the date by which Bidder commits to having the Service installed, tested, and service completion handoff email sent as specified in RFQ Attachment A, Section 5.6.4ii.

"**K-20 Node**" shall mean a K-20 operated backbone telecommunications facility.

"**Last Mile**" shall mean the final leg of the Service Path that connects the Bidder Demarcation Point to the first point of aggregation in the Bidder's Service Path.

"**Mandatory**" or "**(M)**" shall mean the Bidder must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

"**OFM**" shall mean Office of Financial Management.

"Prevailing Rate of Wage" shall be the rate of hourly wage, usual benefits, and overtime paid in the locality, as defined in RCW 39.12.

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

"Revised Code of Washington (RCW)" shall mean the compilation of all permanent laws now in force in Washington State. It is a collection of Session Laws (enacted by the Legislature and signed by the Governor or enacted via the initiative process), and arranged by topic.

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

"Service Path" shall mean the entire transport circuit, from the Bidder Demarcation Point to the K-20 Node Site device on the other end of the circuit.

"Subcontractor" shall mean an individual or entity not in the employment of Bidder, who may perform all or part of the business activities contemplated in this solicitation, including but not limited to: services, leased infrastructure, telecommunications transport (including First, middle, and/or last mile), construction, maintenance, electrical work, or on-site access, and is under a separate contract with Bidder. The term "Subcontractor" means Subcontractor(s) of any tier.

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

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

"Washington Administrative Code (WAC)" shall mean the regulations of executive branch agencies are issued by authority of statutes. Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency.

1.6 ADA

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

1.7 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

2. GENERAL INFORMATION

2.1 RFQ COORDINATOR

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

Name	Uduak "Uddy" Robinson RFQ Coordinator
Mailing Address	Office of Financial Management PO Box 43113 Olympia, WA 98504-3113
E-Mail Address	uddy.robinson@ofm.wa.gov
Telephone	(564) 200-4499

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

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Quotations	Monday, November 23, 2026
Bidders may submit written questions until 3:30 PM Pacific Time	Monday, December 14, 2026
OFM will issue responses	Thursday, December 17, 2026
Complaints DUE by 3:30 PM Pacific Time	Friday, January 8, 2027
Bidder Response DUE by 3:30 PM Pacific Time	**Friday, January 15, 2027**
OFM announces "Apparent Successful Bidder" and begins contract negotiations	Wednesday, January 20, 2027
OFM notifies Unsuccessful Bidders	Wednesday, January 20, 2027
Unsuccessful Bidders may request Debriefing until 3:30 PM Pacific Time	Monday, January 25, 2027
OFM holds Debriefing Conferences, if requested	Wednesday, January 27, 2027
Unsuccessful Bidders may submit protest(s) until 3:30 PM Pacific Time	Thursday, February 4, 2027
Estimated first date of executed contracts	Friday, February 5, 2027
Contract work may begin (assuming contract has been executed)	Friday, February 5, 2027
Estimated target completion date for all service installs	Thursday, July 1, 2027

2.3 OBTAINING THIS RFQ

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

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

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

2.4 QUESTIONS AND ANSWERS ABOUT THIS RFQ

Bidders may submit written questions about this RFQ to the RFQ Coordinator via e-mail.

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

2.5 REVISIONS TO OR CANCELLATION OF THIS RFQ

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

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

2.6 SUBMISSION OF RESPONSES

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

Label the subject line of Bidder Response e-mail with: **RESPONSE to RFQ # 26-700**. The Response must be in the English language, and all measurements and quantities must be stated in units required by law in the United States.

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

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

RFQ Response. All requirements (whether administrative or technical) of this RFQ are ***Mandatory*** unless explicitly stated otherwise. Bidder must provide a response to each RFQ item that will be evaluated on a pass or fail basis. The response must indicate explicitly whether or not the Bidder or its proposed Subcontractor meets the requirement and provide all information requested.

Bidder must respond to each Requirement. Failure to respond to any Requirement may result in the Response being deemed non-responsive and disqualified.

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

2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

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

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

2.8 ACCEPTANCE OF RFQ TERMS

The Bidder acknowledges that the submission of a Response, which includes a signed Bidder Certification and Assurance Form, attached as Exhibit A2, constitutes a binding offer that is valid for 120 days from the due date for receipt of Responses set forth in Section 2.2 *Estimated Schedule of Procurement Activities*.

2.9 RESPONSIVENESS

All Responses will be reviewed by the RFQ Coordinator to determine compliance with Minimum Qualifications and Administrative Requirements and instructions specified in this RFQ.

The Bidder is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Response as non-responsive, and removed from further evaluation.

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

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

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

2.10 MOST FAVORABLE TERMS

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

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

2.11 CONTRACT

Use of Previous Contract. Bidders with current Ethernet services contract(s) awarded as a result of RFQ 23-1500, dated December 8, 2023, or RFQ 25-600, dated November 24, 2025. Eligible Bidders must specify this option in their response.

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

Any specific exceptions to the attached terms and conditions must be identified in the Response.

The OFM will review requested exceptions and determine whether to accept, negotiate further or reject the same at its sole discretion.

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

Bidder must explain why each item proposed as additional contract terms is in the OFM's best interest as a customer and how it will support the OFM's business objectives.

Where terms and conditions cannot be changed and may result in negative consequences on the quality of goods and services or their supply, Bidders are required to recommend methods of mitigating or limiting these negative consequences.

Nothing in this section shall be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract. However, Bidder-proposed modifications shall be limited in scope and shall not materially deviate from Exhibit C *Proposed Contract*, as included in the solicitation.

This contract is subject to prevailing wage requirements (reference RCW 39.12 and WAC 296-127). Wages paid to workers, laborers or mechanics pursuant to this contract shall not be less than the prevailing rate of wage in the same trade or occupation in the locality within the state where the labor is performed. By submission of a properly signed and completed bid, bidder agrees to comply with all provisions of these chapters.

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

2.12 TERMINATIONS FOR DEFAULT

Bidder must definitively and in good faith respond to this requirement within its Response by answering questions in Exhibit A2 – Certifications and Assurances document. Providing a website or other format requiring OFM to search for the answers to this requirement outside of the Bidder's Response may be grounds for disqualification.

2.13 COSTS TO PROPOSE

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

2.14 NO OBLIGATION TO CONTRACT

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

2.15 REJECTION OF RESPONSES

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

2.16 NON-ENDORSEMENT AND PUBLICITY

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

2.17 ASSUMPTIONS

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

2.18 COMPLAINTS

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

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

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

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

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

The complaint process does not include an appeal process.

2.19 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with Chapter 39.19 of the RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of Minority and Women's Business Enterprises participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for certified Minority and Women-owned Business Enterprises is 6.40% for this type of project. These goals are voluntary. Bidders may contact OMWBE at (360) 753-9693 to obtain information on certified firms.

2.20 VETERAN-OWNED BUSINESS PARTICIPATION

The state of Washington encourages participation in all of its contracts by firms certified by the Washington State Department of Veteran's Affairs (WDVA). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of veteran participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for certified Veteran-owned Businesses is 1% for this type of project. These goals are voluntary. Bidders may contact WDVA at (206) 324-4330 to obtain information on obtaining certification.

3. ADMINISTRATIVE REQUIREMENTS

The Bidder Checklist, attached as Exhibit D, is provided for convenience to assist the Bidder in the preparation of a responsive proposal that meets the Administrative and Mandatory (M) Requirements; however, the Bidder shall remain solely responsible for ensuring full compliance with all requirements of the Solicitation.

3.1 LETTER OF SUBMITTAL & CERTIFICATION (MANDATORY)

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

3.1.1 Letter of Submittal (MANDATORY)

Bidder must submit a signed Letter of Submittal with their Response, on Bidder's letterhead. The Letter of Submittal must not contain any additional terms, conditions, or exceptions to Bidder's Response. Any such inclusion may result in disqualification.

3.1.2 Bidder Qualifications Form (MANDATORY)

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

3.1.3 Bidder Certification Form (MANDATORY)

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

3.1.4 Wage Theft Certification Form (MANDATORY)

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

3.1.3 Workers' Rights Certification Form (MANDATORY)

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

4. ETHERNET PERFORMANCE REQUIREMENTS (MANDATORY)

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

5. SERVICE REQUIREMENTS (MANDATORY)

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

6. BIDDER FINANCIAL RESPONSE

6.1 INTRODUCTION

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

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

For each site on which Bidder intends to bid, Bidder must provide pricing for all items and responses to all questions indicated in Attachment B, *Bidder Evaluation Pricing Worksheet* for that site.

If any item is left blank or does not include an actual cost, the Bidder will not be eligible to be awarded that site.

Bid pricing for labor will be expressed as prevailing wage for job classifications that must be paid prevailing wage.

6.2 MOST FAVORED NATIONS

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

6.3 PRICING WORKSHEET (MANDATORY)

Attachment B, *Bidder Evaluation Pricing Worksheet* (Pricing Worksheet) is provided for the Bidder's Response. The Pricing Worksheet can be found in electronic form at the Washington Electronic Business System (WEBS) at https://pr-webs-customer.des.wa.gov/ and at https://ofm.wa.gov/about/procurements-sole-source-contracts-and-intergovernmental-agreements:

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

The following definitions and notes apply to the Pricing Worksheet:

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

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

Initially, all bandwidth profiles requested by OFM/K-20 will be used to compute Bidder's Evaluation Price (Column S, Bidder Evaluation Price). The resulting contract(s) will reflect all bandwidth pricing options.

In the event that a site receives a bid for only profile A, when additional profiles are requested, K-20 reserves the right to award a contract to the contractor for that site if there are no bids for all requested bandwidth profiles for that site.

Bids for only profile B will not be evaluated and considered a *non-bid* for that site.

Bidder must complete the following for each site bid:

1. Individual Circuit Pricing (MANDATORY)
    a. Monthly Recurring Costs (MRC) – Columns I & L
        i. Bidders must provide monthly pricing for all bandwidth profiles requested. The monthly recurring cost must include all monthly recurring cost elements for the circuit components between the listed demarcation points for the corresponding bandwidth profile.
        ii. Bidders that can only provide bandwidth for profile A at any of the sites where Profile A and B are requested, are encouraged to provide pricing for Profile A. K-20 will consider these bids if no bids are received for all profiles at the site.
        iii. A blank cell in Column I on the Pricing Worksheet will be interpreted as a *non-bid* for the Site.
        iv. A blank cell in Column L on the Pricing Worksheet will be interpreted as a *non-bid* for the corresponding bandwidth profile.
    b. One Time Cost or Installation Cost – Columns J & M
        i. Bidders must provide a total one-time charge, if any, for the Bidder to install the defined Service. The installation price must include all one-time charges for the circuit components between the listed demarcation points for the corresponding bandwidth profile.
        ii. The one-time costs for bandwidth Profile B, if any, must be the incremental cost to upgrade from bandwidth Profile A to bandwidth Profile B.
            1. If Bidder is awarded a site and OFM/K-20 elects to initially purchase Profile B, the total one time cost for the installation of Profile B will be the sum of the one-time costs for both Profile A and B.
        iii. A blank cell in Column J or Column M on the Pricing Worksheet will be interpreted as *no one-time cost ($0.00)*, for the corresponding bandwidth profile's installation.

2. Bidder Proposed Node Sites (MANDATORY)

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

   a. Proposed Node Site (Column N) – Bidder must identify which K-20 Node Site they propose for each site termination. Bidder must identify at least one K-20 Node. Bidder may indicate if they can terminate at "either" K-20 Node or a specific Node. This is for informational purposes, but a response is mandatory. A blank cell in Column N will be interpreted as a ***non-bid*** for that site.

      K-20 Node Sites from which to choose are:

      i. Seattle:

         Westin Building
         2001 Sixth Ave, 19th Floor Meet-Me-Room
         Seattle, WA 98121

      ii. Spokane:

         US Bank Building
         422 W. Riverside, Suite 1401
         Spokane, WA 99201

3. Construction Required (MANDATORY)

   Bidder must indicate (Yes/No) in Column O whether any construction is required to deliver Service. This is for informational purposes, but a response is mandatory. A blank cell in Column O will be interpreted as a ***non-bid*** for that site.

4. Last Mile Delivery Method (MANDATORY)

   Bidder must identify in Column P whether they will use fiber or microwave to deliver the Last Mile of the Service. This is for informational purposes, but a response is mandatory. A blank cell in Column P will be interpreted as a ***non-bid*** for that site.

5. Bidder Owned Last Mile (MANDATORY)

   Bidder must indicate (Yes/No) in Column Q whether Bidder owns the Last Mile. If No, Bidder must share the name of the company who owns the Last Mile in Column R. This is for informational purposes, but a response is mandatory. A blank cell in Column Q will be interpreted as a ***non-bid*** for that site. If the Bidder's response in Column Q is "No", a blank cell in Column R will be interpreted as a ***non-bid*** for that site.

6. Bidder Evaluation Price

   This is a calculated field, see section 7.3 *Financial Evaluation*. A blank, empty or $0.00 in the cell in Column S will be interpreted as a ***non-bid*** for that site.

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

8. Bidder shall not include additional terms and conditions on Attachment B, if Bidder includes additional terms and conditions on Attachment B, Bidder's Response will be disqualified from further consideration.

9. If all Sites on Bidders Response are non-bids, Bidder's Response will be disqualified from further consideration.

7. EVALUATION AND SELECTION AS AN APPARENT SUCCESSFUL BIDDER

7.1 OVERVIEW

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

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

- Meet all requirements in Section 1.3: Minimum Qualifications
- Comply with process requirements in Section 2: General Information
- Meet all requirements in Section 3: Administrative Requirements
- Meet all requirements in Section 4: Ethernet Performance Requirements
- Meet all requirements in Section 5: Service Requirements
- Meet all requirements in Section 6: Bidder Financial Response and has the lowest Bidder Evaluation Price for the proposed site.

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

7.2 REQUIREMENTS

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

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

7.3 FINANCIAL EVALUATION

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

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

For those sites where OFM/K-20 has request pricing for Profiles A and B:

(Profile A MRC *36 months) + One Time Cost for Profile A + (Profile B MRC *24 months) + One Time Cost to Upgrade from Profile A to Profile B = Bidder Evaluation Price

The following applies ONLY when OFM/K-20 has requested pricing for Profiles A and B, AND no bids are received for Profile B.

(Profile A MRC *60 months) + One Time Cost for Profile A = Bidder Evaluation Price

The Bidder with the lowest Bidder Evaluation Price per site will be declared the ASB for that site.

In the event of a tie between two or more Bidders for a particular site, the Bidder who submitted their final Response earliest will be declared the ASB for that site.

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

7.4 NOTIFICATION TO BIDDERS

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

7.5 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a Response that was determined to be responsive in accordance with Section 2.9 of this RFQ and has been notified that they were not selected as an Apparent Successful Bidder may request a debriefing.

The request for a debriefing conference must be received by the RFQ Coordinator as scheduled in Section 2.2 of this RFQ. Debriefings will be held as scheduled in Section 2.2.

Bidders whose Responses were determined to be non-responsive and removed from further evaluation in accordance with Section 2.9 are not eligible for a debriefing.

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

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

Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted by video conference or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

7.6 PROTEST PROCEDURE

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

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

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

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or DES policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a Response, or 2) OFM's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the OFM. The OFM director or an employee delegated by the Director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

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

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