

Request for Quotation

SOLICITATION FOR ETHERNET WIRELINE or FIXED WIRELESS SERVICES CONSOLIDATED TECHNOLOGY SERVICES

PROCUREMENT NUMBER

24-RFQ-019

Released: November 22, 2023

Responses Due: December 20, 2023

- 1. It is mandatory that Responding Contractors have a signed Master Services Agreement and Wireline Ethernet Technical Addendum and/or Fixed Wireless Technical Addendum with Consolidated Technology Services (“CTS”) in order to participate in and/or provide a response to this solicitation. Responses submitted by Contractors who do not have a signed MSA and applicable Technical Addendum will be disqualified.**
- 2. By submitting a response to this RFQ Contractor agrees it can meet the Guaranteed Install Interval (Column G of Appendix A – Cost Model), or Shorter Install Interval (See Section B. Evaluation Model, Subsection 7. Cost Model Completion Assumptions, Subsection B. Contractor to Complete, Subsection 1 (MS) Contractor’s Proposed shorter Install Interval – as well as Column M of Appendix A – Cost Model) for each site it is submitting a response. Contractors that fail to meet the Guaranteed Install Interval for one or more sites it is awarded shall be subject to the remedies specified in the MSA and Addenda.**
- 3. By submitting a response to this RFQ Contractor understands, accepts, and complies with all Special Mandatory Requirements in the RFQ (Column K of Appendix A – Cost Model).**

A. ADMINISTRATIVE

1. RFQ Coordinators

All communications relevant to this procurement must be addressed in writing to the RFQ Coordinator(s) at the contact information below:

Primary Contact – RFQ Coordinator

Contact Name: Susan Steele
E-mail Address: susan.steele@watech.wa.gov
Phone: 360.407.8781

Backup RFQ Coordinator

Contact Name: Jessica Smith
E-mail Address: jessica.smith@watech.wa.gov
Phone: 360.407.8655

All oral communications will be considered unofficial and non-binding on the State. Any other direct or indirect communication with employees or (sub) contractors of our organization regarding this RFQ will be treated as misconduct and may result in your Response being disqualified.

2. Response Contents

To be considered for evaluation, Contractor shall submit:

- a. One signed Certificate and Assurances (Appendix B) for its response; and
- b. A completed Cost Model (Appendix A) in excel for the sites Contractor is bidding on.

An electronic copy shall be submitted via email, the timestamp given by the CTS contact's email inbox shall be used as the time received in order to measure Contractor adherence to the response deadline. CTS shall not be responsible for any email delay or problems with email that Contractor may experience while attempting to respond electronically. CTS cannot accept email attachments greater than 30MB in size.

The proposed services must meet all of the Mandatory specifications herein and in the Master Services Agreement and Technical Addendum unless otherwise stated by CTS. All requirements contained in this RFQ are mandatory, representing a minimum standard that must be met by Contractor. The Contractor's response to the following will be evaluated

on a pass/fail basis and failure to meet any mandatory will result in disqualification.

Contractor response must always indicate explicitly whether or not the Contractor's proposed solution meets the requirement.

3. Schedule

Schedule

11/22/2023	Solicitation released
12/01/2023	Final Contractor Comments and Questions due by 12:00 p.m. Olympia Time
12/05/2023	CTS' Final Written Answers Issued
12/06/2023	<p>Pre-proposal Conference 9:30am-10:00am * Olympia Time</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 220 457 070 816 Passcode: xHFKdx Download Teams Join on the web Or call in (audio only) +1 564-999-2000,,931922184# United States, Olympia Phone Conference ID: 931 922 184#</p>
12/08/2023	Pre-proposal Conference Amendment issued – *if applicable
12/15/2023	Complaints due by 12:00 p.m. Olympia Time
12/20/2023	Bid Responses due by 12:00 p.m. Olympia Time
12/27/2023	Announcement of Apparently Successful Vendor(s)
12/28/2023	Contractor Request for Optional Debriefing due by 12:00 p.m. Olympia Time

12/29/2023	Optional Contractor Debriefing
01/04/2024	Earliest expected date to issue Statement of Work

This Schedule is subject to change by CTS. Late proposals will not be accepted and shall automatically be disqualified from further consideration.

*If no Contractors are on the Pre-proposal Conference within the first five (5) minutes of the scheduled time, the meeting will end. A recording will be provided via the Pre-proposal Conference Amendment issued on the date above only if there are Contractors in attendance at the Conference. To eliminate confusion, CTS will not issue a Pre-proposal Conference Amendment if there are no Contractors on the call/no topics discussed.

4. Contractor Questions

Contractor questions must be submitted in writing (e-mail acceptable) to the RFQ Coordinator above by the date specified in the Schedule. An official written CTS response will be provided for Contractor questions received by this deadline. Only written responses posted to the CTS web site will be considered official and binding.

During the Contractor Question period, Contractors shall identify issues that may impact the ability to meet the specified Guaranteed Install Interval, requested bandwidth, or other circumstances affecting ability to procure the service as specified. This is an opportunity for Contractors to raise concerns regarding permitting, site issues, specifications, or other unique considerations. It is a mandatory requirement that Contractors raise these issues during the Question period in order to provide CTS with an opportunity to take any necessary action. Identification of these sites will result in a Question and Answer Amendment. If Contractors need further clarification about the sites in question, those issues can then be addressed during the pre-proposal conference. CTS will conduct a pre-proposal conference pursuant to Section 5 below to address the additional concerns and questions surrounding these issues raised.

An official written CTS response will be provided for Contractor questions received by this deadline. Written responses to Contractor questions will be posted on the CTS web site at: <http://watech.wa.gov/procurement-announcements>.

5. Pre-proposal Conference

CTS shall conduct a Pre-proposal conference on the time and date provided in the Schedule, via a teleconference. Attendance is not mandatory.

The RFQ Coordinator will set up a Microsoft Teams teleconference which will be recorded natively in Teams. Please note: consent for WaTech to record this conference will be obtained by a recorded announcement to all the participants. The pre-proposal conference shall end once all vendor concerns/questions have been answered and the discussion is completed, regardless of the scheduled end-time. At the date provided in the Schedule above, CTS will issue a pre-proposal conference amendment which contains a link to the

recording.

However, if there is no Contractor participation within the first five (5) minutes of the pre-proposal conference, the conference will end. To eliminate confusion, CTS will not issue a Preproposal Conference Amendment if there are no Contractors on the call/no topics discussed.

Further, although Contractors are not required to attend, they must have an executed Master Services Agreement in order to be eligible to submit a response to the RFQ. The purpose of the pre-proposal conference is to address the issues identified as impacting the Requested Install Interval period or other concerns.

Contractors seeking an MSA should reach out to the RFQ Coordinator separately for more information on the program. **Questions about the MSA program will not be answered during the pre-proposal conference.**

6. Amendments, Withdrawal of Solicitation, Cancellation of Sites

CTS reserves the right to cancel this solicitation at any time, reject any and all responses received, award more than one SOW and/or not to execute a SOW without penalty to the agency. CTS shall not be liable for any costs incurred by a Contractor in preparation of a proposal submitted in response to this RFQ.

7. Administrative Review

Only those Contractors who meet the MSA and Technical Addendum Mandatory Requirements and have returned a completed cost model and signed certification and assurances will be evaluated. Failure to respond to any portions may result in rejection of the proposal as non-responsive. CTS reserves the right to waive minor administrative irregularities or contact the Contractor for administrative clarifications with respect to the Contractor's Response. Additionally, CTS reserves the right, at its sole option, to make corrections to Contractors' Responses when an obvious arithmetical error has been made in the price quotation. Contractors will not be allowed to make changes to their quoted price after the Response submission deadline. Contractors are liable for all errors or omissions contained in their Responses.

8. Complaint Period

Contractors may submit specific complaints in writing to the RFQ Coordinator, if Contractor believes requirements exist that unduly constrain competition. The complaint must be made in writing to the RFQ Coordinator before the Complaint period set forth in the applicable Schedule. The complaint must state how the requirement unduly constrains competition and provide the relevant facts, circumstances and documentation. The solicitation process may continue. Failure to raise concerns over any issues during the Question, Pre-Proposal or Complaint Period will be a consideration in any protest filed regarding such items that were known as of deadlines stated above.

9. Apparently Successful Contractor Announcement

The Contractor with the highest Contractor Response Total Score will be declared the ASV. In the event that a condition occurs which causes an ASV to be declared disqualified or ineligible to enter the SOW based on restrictions in the MSA or Technical Addendum, CTS may declare the Contractor with the second highest score as the new ASV. This process will continue until CTS electronically sends a Tech Order to a Contractor or no qualified Contractors remain.

CTS may award SOW to one or more Contractors. All responding Contractors will be notified in writing of the award decision. This may take the form of an e-mail notification.

10. Optional Contractor Debriefing

Only Contractors who submit a response by the RFQ Vendor Bid Response Deadline, as found in Section 3. *Schedule* of the RFQ, may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the Schedule (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFQ Coordinator.

The optional debriefing will be no more than a thirty minute conference call, and will not be in person or include any comparison between the Response and any other Responses submitted. However, CTS will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Contractor's performance with regard to the solicitation requirements.

11. Protest Procedures

Contractors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Contractor is allowed two (2) Business Days to file a formal protest of the solicitation with the RFQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix C, Protest Procedures.

12. Right to Cancel

With respect to all or part of this RFQ, CTS reserves the right to cancel or reissue at any time without obligation or liability. CTS reserves the right to refrain from Contracting with any and all Contractors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates CTS to make any purchases.

B. EVALUATION MODEL

All costs associated with the services described must be detailed in the Evaluation Model. Please include all costs associated with the delivery of the requested service as per the governing MSA, Addendum, and this procurement document, including, but not limited to cabling, conduit, fiber, entrance facilities, equipment shelves, racks, UPS, permits, labor, fees, etc... Costs that are not

included in the Evaluation Model will be assumed to be provided at zero additional cost to CTS.

By submitting a response to this RFQ, Contractor affirms its financial response constitutes a Firm Offer for a period of 90 days following the Announcement of ASV Date specified in the RFQ, and it may be accepted by CTS without further negotiation at any time within the 90 day period. CTS reserves the right to cancel an award where evaluation errors are realized subsequent to award but before execution of a Statement of Work. If a SOW has not been executed by the end of the 90 days, the award may be cancelled and may possibly be re-bid on a future RFQ. The Parties may agree to extend this period to 180 days if mutually agreed upon and documented in writing. For purposes of this section, an email writing is sufficient.

1. Taxes

Taxes shall not be included in the pricing quoted.

2. Trunks

Products and Services shall not be eligible for assessment of any trunk or aggregation circuit fees to CTS to terminate Contractor circuits. Contractor cannot bid a site using any existing fee for service trunks paid for by CTS under any other contract or engagement.

3. Background Checks (delete if not applicable)

- a. Due to the nature of the services to be provided under the contract, CTS requires that the Contractor successfully complete a criminal background check prior to the start of their services. The criminal background investigation shall include a review of the Contractor and his/her employee's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven (7) years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of the US Department of Treasury) should be reviewed.
- b. Contractor understands and agrees that various governmental security statutes and regulations, and CTS policies relating to background investigations and authorized access to CTS facilities may change from time to time during the contract term, including any renewal period.
- c. Accordingly, submission of a bid or proposal in response to this CTS Procurement Document shall constitute Contractor's acceptance of any new statute and/or regulation, including Contractor's acceptance of and compliance with any changes in the CTS policies relating to background investigations and authorized facility access protocols necessary to implement any such new statute or regulation.
- d. Contractor shall be required to submit a signed statement confirming that each employee providing services to CTS has successfully completed the required background check. Contractor's failure to comply in implementing changes to its background investigations and authorized facility access protocols may, in the CTS' sole discretion, be considered a breach of this contract and result in its cancellation.

4. Supplemental Bandwidth

CTS is requesting information on upgrade options for the Service from the Contractor in addition to the initial request in the Cost Model. This information is requested to give CTS upgrade rights if it so chooses to exercise such rights without further competition, however, it does not guarantee CTS will award the upgrade to the Contractor. In the event that CTS is requesting a larger (or the same) bandwidth in its initial bid, please include pricing for the downgrade option.

Pricing provided for the Supplemental Bandwidth will not be evaluated. The categories listed for supplemental bandwidth illustrate potential categories; however, the specific supplemental bandwidth needs will be negotiated and documented in an amendment to the applicable SOW.

CONTRACTOR'S FAILURE TO PROVIDE AT LEAST ONE SUPPLEMENTAL BANDWIDTH PRICING PER SITE REQUESTED IN THE APPENDIX A *COST MODEL* SHALL RESULT IN DISQUALIFICATION FOR EACH SITE CONTRACTOR DID NOT PROVIDE SUPPLEMENTAL BANDWIDTH PRICING.

To exercise the right to upgrade, CTS shall notify the Contractor to determine if an upgrade to the site is warranted and confirm pricing during the Service Term. Should CTS choose to purchase the supplemental bandwidth; the Parties will amend the applicable SOW to reflect the applicable upgrade bandwidth and the then current upgrade price.

5. Pricing

Per the Master Service Agreement, all pricing quoted on the Evaluation Model by Contractor shall include all maximum costs to deliver the requested service and shall include no additional cost to CTS. Taxes shall not be included in this pricing.

Pricing may be requested in Individual or Grouped Pricing. Please review the instructions below carefully.

(M) Individual Pricing

Responding Contractors must provide an individual end site circuit price quotation for each circuit the Contractor wishes to propose, using the Cost Model provided in Appendix A. Individual Pricing circuit evaluation occurs on a site by site basis.

6. Financial Grounds for Disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQ is sufficient grounds for disqualification.

7. Taxes

Contractor must collect and report all applicable state taxes as set forth herein. Contractor must not include taxes on the Cost Model.

8. Completion of Cost Model

The Contractor must follow the instructions set forth herein to complete the *Cost Model in Appendix A*, which will be the basis for evaluation of the Evaluation Model.

9. Cost Model Completion Assumptions

The Cost Model Excel spreadsheet is divided into two portions “CTS to Complete” and “Contractor to Complete”:

A. CTS To Complete

In this section of the Cost Model, CTS will provide the following information:

1. Site Name
2. Site Address
3. Site Contact(s)
4. Locations for Services to Terminate
5. Whether or not a floor map is included
6. The Guaranteed Install Interval in days
7. Initial Proposed Bandwidth
8. Total scoring points attributed to Local Loop Type
9. Total scoring points attributed to Install Interval
10. Total scoring points attributed to Cost
11. Unique Mandatory Requirements for the site.

Contractor shall not input, delete or alter in any way any data in these columns. Any such alteration may lead to disqualification. Contractor shall complete the information for sites it wishes to compete, and shall state “no bid” on those sites it will not be bidding on.

B. Contractor to Complete

Contractor’s failure to enter data in Mandatory columns of the Cost Model shall result in disqualification of Contractor’s Response for the one or more sites for which the data was omitted and Contractor’s Response will not be evaluated for those one or more sites.

The Contractor must provide a written Response to each mandatory requirement column in the excel Cost Model Form on the site(s) that are being bid.

1. (MS) Contractor’s proposed shorter Install Interval

- a. In the event a shorter Installation Interval cannot be met, Contractor shall indicate such by entering “0” or n/a into the column. If this column is left blank, CTS will assume Contractor did not intend to propose a shorter Installation Interval.
2. (M) Local loop information
3. (MS) Monthly Recurring Costs (MRC) stated
4. (MS) Non-Recurring Costs (NRC) stated
5. (M) Supplemental Bandwidth Information completed. Contractors must complete at least one of the blank Supplemental Bandwidth Information columns per site and should not alter columns that contain “N/A”. Failure to complete at least one of the blank Supplemental Bandwidth Information columns shall result in disqualification of that site.
 - a. Supplemental bandwidth is required to be included but will not be evaluated.

C. Evaluation

For all sites on which a Contractor intends to bid, Contractor must provide responses in the Cost Model in all columns under “Contractor to Complete” in Appendix A. There are two categories of component scoring which constitute the Total Score – the Cost Score and the Timeline Score.

1. Cost Score (50 points maximum)

The Cost Score is reached by the following formula, as set forth more fully below.

I. Individual Pricing

The formula to determine individual Pricing Cost Score is as follows:

*Formula: $NRC + 24 * MRC = Contractor's Base Price$*

$$Cost\ Score = \left(\frac{Lowest\ Vendor\ Base\ Price\ Response}{Vendor\ Base\ Price} \right) * Cost\ Points$$

- a) Evaluation shall occur on the Initial Proposed Requested Bandwidth amounts.
- b) CTS will add the Non-Recurring Costs to the total representing 24 months of the MRCs to reach the Contractors Base Price for each site.

- c) Contractor(s) with a site bid that meets all mandatory requirements and has the lowest Contractor Base Price will be awarded the maximum points available for the Cost component of the scoring.
- d) Contractor(s) with a site bid that meets all mandatory requirements and has a Contractor Base Price higher than the lowest Contractor Base Price response will be awarded Cost component points in proportion to the lowest response received for that site.

2. Timeline Score (10 points maximum)

The Timeline Score reached by the following formula, as set forth more fully below.

I. Individual Pricing

The formula to determine individual Pricing Timeline Score is as follows:

$$\text{Timeline Score} = \left(\frac{\text{Lowest Vendor Install Interval}}{\text{Vendor Install Interval}} \right) * \text{Timeline Points}$$

- a) Contractor(s) with a site bid that meet all mandatory requirements and has the shortest Install Interval will be awarded the maximum points available for the Timeline Score component of the scoring.
- b) Contractor(s) with a site bid that meets all mandatory requirements and has an Install Interval higher than the lowest Install Interval response will be awarded Timeline Score component points in proportion to the lowest response received for that site.

3. Local Loop Score (40 points maximum)

The Local Loop Score is calculated as follows:

- Site bids that list a Local Loop type of “Fiber” shall be awarded 40 points for the Local Loop Score on that site.
- Site bids that list a Local Loop type of “Fixed Wireless” shall be awarded 20 points for the Local Loop Score on that site.
- Site bids that list a Local Loop type of “Copper” shall be awarded 10 points for the Local Loop Score on that site.

4. Contractor Total Score

The Contractor with the highest Total Score per Site will be declared the ASV for the specified site based on the following formula. The Contractor Total Point Score shall be evaluated up to a two-decimal point place (e.g. 96.25). The maximum attainable Contractor Total Score is 100 points.

- Cost score + Timeline Score + Local Loop Score = Total Score

Best and Final Offer

CTS reserves the right to request a “best and final offer” on any individual site where resulting Contractor scoring results in an exact tie. The use of the “best and final offer” opportunity will be at the discretion of CTS and if used, only one “best and final offer” will be accepted as requested by CTS.

APPENDIX A

Cost Model

(Attached Separately as Excel Spreadsheet and posted on the CTS procurement webpage:
<http://watech.wa.gov/procurement-announcements>

APPENDIX B

Certification and Assurance Document

To be signed and returned with the Evaluation Model

CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of ninety (90) days following the date of announcement of the Apparently Successful Contractor specified in the CTS Procurement Document, and it may be accepted by CTS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of protest, your Response will remain valid for one hundred twenty (120) days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures, compliance with Mandatory and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the MSA, Technical Addendum and CTS Procurement document, if selected as a Contractor.

Contractor Signature

Contractor Company Name

Title

Date

APPENDIX C

PROTEST PROCEDURE

A Contractor who is aggrieved in connection with the solicitation or award of a contract, who has submitted a response and participated in a debriefing conference, may submit a written protest to the Consolidated Technology Services' Contracts & Procurement Manager, 1500 Jefferson Street SE, 5th Floor, Olympia WA 98501 or michael.callahan@watech.wa.gov.

Grounds

Protests may be based only on alleged bias on the part of an evaluator, mathematical error in the computation of the score, or failure to follow the process or standards stated in the related procurement document.

Timing

A protest shall be presented to CTS in writing no later than 2 days after the post award debrief has occurred. The written letter shall state the grounds for the protest and state the relevant facts, circumstances and documents in support of the Contractor's position.

Process

In conducting its review, CTS will consider all available relevant facts. CTS will resolve the protest in one of the following ways:

1. Find that the protest lacks merit and upholding the agency's action.
2. Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
3. Find merit in the protest and provide options to the agency, including:
 - a. Correcting errors and reevaluating all Responses;
 - b. Reissuing the solicitation document; or
 - c. Making other findings and determining other courses of action as appropriate.

Except as stated otherwise below, the Contracts & Procurement Manager will review protests on behalf of the agency. The agency will deliver its written decision to the protesting Contractor within 3 days after receiving the protest, unless more time is needed. The protesting Contractor will be notified if additional time is necessary. Purchases with a one year cost on the Evaluation model of under \$100,000 shall be reviewed only by the Contracts & Procurement Manager, whose opinion is final.

Contractors may appeal the Contracts & Procurement Manager's determination, on one year costs on the Evaluation model of over \$100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than 2 days after Contracts & Procurement Manager's decision. Decisions made by the Director or designee are final.

In the event the Contracts & Procurement Manager has a conflict of interest, the protest or appeal will be managed by a CTS senior level manager appointed by a Deputy Director. This individual must not be involved with the business that is the subject matter of the protest appeal.