

Request for Proposals No. 2021-11

ISP for K-12 Schools on K-20 Network

STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA, WASHINGTON

PROJECT TITLE: ISP for K-12 Schools on K-20 Network

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on March 1, 2021

ESTIMATED CONTRACT PERIOD: March 25, 2021 – June 30, 2024

Services to be provided from July 1, 2021 – June 30, 2024. In order to meet E-rate requirements, contract must be fully executed on or before March 25, 2021. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

CONSULTANT ELIGIBILITY: This solicitation is open to those Consultants who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO: Proposal Delivered by Email:
contracts@k12.wa.us

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive automatic notifications:

206-14; 204-13; 206-23; 209-28; 208-27; 838-33; 918-30; 205-64; 206-64; 206-87; 838-83; 915-51; 209-54; 956-35

OSPI, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the



Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.

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Section A. INTRODUCTION

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

Agency or OSPI – The Washington State Office of Superintendent of Public Instruction; the entity issuing this RFP.

Amendment – A unilateral change to the Solicitation that is issued by OSPI at its sole discretion and posted on WEBS and OSPI’s website.

Apparent Successful Bidder (ASB) – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by OSPI as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

Bid – An offer, proposal, or quote for goods or services submitted in response to this RFP.

Bidder – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Competitive Solicitation – A documented formal process providing an equal and open opportunity to Bidders or Consultants culminating in a selection based on predetermined criteria.

Complaint – A process that may be followed by a Consultant prior to the deadline for bid submission to alert OSPI of certain types of asserted deficiencies in the Solicitation.

Consultant – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Contractor – Individual or company whose proposal has been accepted by OSPI and is awarded a fully executed, written contract.

Debriefing – A short meeting an unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder’s Response.

Proposal – A formal offer submitted in response to this RFP.

Proprietary Information – Information such as patents, technological information or other related information that the Bidder or Consultant does not want released or shared with the public.

Protest – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert OSPI to certain types of alleged errors in the evaluation of the Solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

RCW – The Revised Code of Washington.

Responsible Bidder – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and meets the elements of responsibility. (See RCW 39.26.160 (2))

Responsive Bidder – An individual, organization, public or private agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP Coordinator – An individual or designee who is employed by OSPI and who is responsible for conducting this Solicitation.

Solicitation – A formal process providing an equal and open opportunity for Bidders culminating in a selection based upon predetermined criteria.

Subcontractor – An individual or other entity contracted by a Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of OSPI.

Vendor – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

WEBS – Washington’s Electronic Business Solution, the Consultant notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of Enterprise Services.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to provide Internet Access Services for the K-12 sites connected to Washington's K-20 Education Network.

A.3. BACKGROUND

Led by Superintendent Chris Reykdal, OSPI is the primary agency charged with overseeing public K-12 education in Washington state. Working with the state's two hundred ninety-five (295) public school districts and six (6) state-tribal education compact schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education.

A.4. OBJECTIVE AND SCOPE OF WORK

A. Objective

OSPI is seeking Internet Access Service to support over 1 million students and over 100,000 educators. This request is solely for Internet Access Services for the K-12 sites connected to Washington's K-20 Education Network, and not for the transport services to interconnect these locations.

OSPI encourages proposals for multi-year agreements (three-year initial term, with up to two additional one year extensions on mutual consent of both parties possible).

B. Scope of Work

- For July 2021 - June 2022
Support maximum burst speeds of:
 - 160 Gbps at Westin Building in Seattle (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity).
 - 20 Gbps at US Bank Building in Spokane (with single handoff to a K-20 router at the US Bank Building).
 - 20 Gbps at Pittock Building in Portland, Oregon (with single handoff to a K-20 router at the Pittock Building).
- For July 2022 - June 2023
Increase to the speeds listed below, or continue at the previous year's bandwidth and pricing, upon mutual consent between OSPI and Consultant. Support maximum burst speeds of:
 - 240 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity).
 - 50 Gbps at US Bank Building (with single handoff to a K-20 router at the US Bank Building).

- 50 Gbps at Pittock Building (with single handoff to a K-20 router at the Pittock Building).
- For July 2023 - June 2024
Increase to the speeds listed below, or continue at one of the previous two year's bandwidth and pricing, upon mutual consent between OSPI and Consultant. Support maximum burst speeds of:
 - 360 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity).
 - 100 Gbps at US Bank Building (with single handoff to a K-20 router at the US Bank Building).
 - 100 Gbps at Pittock Building (with single handoff to a K-20 router at the Pittock Building).

If a fourth and/or fifth year is provided, per the optional one-year extensions:

- For July 2024 - June 2025
Increase to the speeds listed below, or continue at one of the previous three year's bandwidth and pricing, upon mutual consent between OSPI and Consultant. Support maximum burst speeds of:
 - 600 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity).
 - 100 Gbps at US Bank Building (with single handoff to a K-20 router at the US Bank Building).
 - 100 Gbps at Pittock Building (with single handoff to a K-20 router at the Pittock Building).
- For July 2025 - June 2026
Increase to the speeds listed below, or continue at one of the previous four year's bandwidth and pricing, upon mutual consent between OSPI and Consultant. Support maximum burst speeds of:
 - 800 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity).
 - 200 Gbps at US Bank Building (with single handoff to a K-20 router at the US Bank Building).
 - 200 Gbps at Pittock Building (with single handoff to a K-20 router at the Pittock Building).

A.5. BIDDER QUALIFICATIONS

- **SECTION 1: MANDATORY REQUIREMENTS (must answer 'yes' to all items):**

<i>As a provider of Internet Service, do you:</i>	Yes	No
Use only "Tier 1" National Service Providers (NSP) that have robust national backbones (100 Gigabit or greater in bandwidth)?		
Provide multiple redundant connections to the commercial Internet at least at the 10 Gbps Ethernet level?		

Have a high degree of geographically distributed interconnectivity with other NSPs, including point-to-point private peering's with the other "Tier 1" NSPs?		
Provide direct connectivity to at least one high-performance Internet2/Next Generation Internet backbone?		
Provide IPv6 connectivity?		
Have a redundant router presence in Seattle at the Westin Building (2001 Sixth Ave, Seattle 98121), the primary hub of the WA K-20 network?		
Have a router presence in Spokane at the U.S. Bank Building (422 W Riverside Ave, Spokane, WA 99201)?		
Have a router presence in Portland at the Pittock Building (921 SW Washington, Portland, OR 97205)?		
For the initial one year service period of July 2021 - June 2022, support maximum burst speeds of: 160 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity). 20 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 20 Gbps at Pittock Building (with single handoff to a K-20 router there).		
For the second year of service (July 2022 - June 2023), support maximum burst speeds of: 240 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity) 50 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 50 Gbps at Pittock Building (with single handoff to a K-20 router there).		
For the third year of service (July 2023 - June 2024), support maximum burst speeds of: 360 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity). 100 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 100 Gbps at Pittock Building (with single handoff to a K-20 router there).		
If a fourth year of service is provided for July 2024 – June 2025, support maximum burst speeds of: 600 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity) 100 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 100 Gbps at Pittock Building (with single handoff to a K-20 router there).		

<p>If a fifth year of service is provided for July 2025 – June 2026, support maximum burst speeds of: 800 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity) 200 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 200 Gbps at Pittock Building (with single handoff to a K-20 router there).</p>		
<p>Are you licensed to do business in the State of Washington? If not licensed, can you provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder?</p>		

Consultants who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

Desirable Qualifications:

Please provide detailed responses to the following items:

1. Describe your multiple redundant connections to the commercial Internet at least at the 10 Gbps Ethernet level:
2. Describe your high degree of geographically distributed interconnectivity with other NSPs, including point-to-point private peering’s with the other "Tier 1" NSPs:
3. Describe how you provide direct connectivity to at least one high-performance Internet2/Next Generation Internet backbone. Is there an additional cost for this connectivity, and if yes, please include in your cost model.
4. Describe how you provide IPv6 connectivity. Is there an additional cost for this connectivity, and if yes, please include in your cost model.
5. Describe the NOC services offered (online graphs, web portal, etc.)?
6. DDoS mitigation at no cost is a preferred/scored qualification. Is there an additional cost for this service, and if yes, please include in your cost model. How do you deal with DDoS mitigation? What sorts of response times are typical for DDoS attacks?

A.6. PERIOD OF PERFORMANCE

In order to meet E-rate requirements, contract must be fully executed on or before March 25, 2021. The period of performance for ISP services resulting from this RFP will begin on July 1, 2021 and end on June 30, 2024. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for 2 additional contract years through 2024-25 and 2025-26. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If OSPI provides a renewal notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that OSPI and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

Additional services that are appropriate to the scope of this RFP, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

A.7. FUNDING

The exact financial terms shall be determined during contract negotiation. Proposals shall include Consultant’s most favorable and competitive cost estimate to perform the work.

A.8. INDIRECT COSTS

Per OSPI’s indirect costs policy, the maximum amount that may be charged or included in grants and contracts is the following:

Entity	State Grants and Contracts	Federal Grants and Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI’s agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

A.9. AMERICANS WITH DISABILITIES ACT

OSPI complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

Section B. GENERAL INFORMATION FOR BIDDERS

B.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI for this procurement. All communication between the Consultant and OSPI upon receipt of this RFP shall be with the RFP Coordinator, as follows:

	Contact Information
Name:	Kimberly Ames
Address:	600 Washington St. SE PO Box 47200 Olympia, WA 98504-7200
Email Address:	contracts@k12.wa.us

B.2. QUESTIONS & ANSWERS

Any questions or communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant.

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP	January 29, 2021
2.	Question and Answer period	January 29, 2021 – February 23, 2021
3.	Last date for questions regarding RFP	February 23, 2021
4.	Complaints due	February 24, 2021
5.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	February 25, 2021
6.	Proposals due	March 1, 2021
7.	OSPI conducts evaluation of written proposals	March 2, 2021
8.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	March 3, 2021
9.	Contract negotiation begins	March 3, 2021
10.	OSPI conducts debriefing conferences (if requested)	March 3, 2021 – March 10, 2021

Item	Action	Date
11.	Final contract execution	On or before March 25, 2021
12.	Contract services begin	July 1, 2021

OSPI reserves the right to revise the above schedule.

B.4. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow OSPI to correct a problem before proposals are submitted and time expended on evaluations.

A Consultant may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition;
- The Solicitation evaluation or scoring process is unfair or flawed; or
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Consultants may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Consultants are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration.

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.5. SUBMISSION OF PROPOSALS

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. ***Proposals must arrive by 3:00 p.m. PT in Olympia, WA, on March 1, 2021.***

The RFP number must be noted in the email subject line. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. OSPI does not assume responsibility for any problems with the electronic delivery of materials.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of OSPI and will not be returned.

B.6. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW.

B.6.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by OSPI.

If OSPI requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

B.6.ii. PUBLIC RECORDS REQUESTS

If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", OSPI will take the following steps:

- i. We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop OSPI from disclosing the records.
- iii. We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

If you have any questions, refer to the [OSPI Public Records Office](#).

B.7. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. Only consultants who have properly registered in WEBS will receive automatic notification of amendments or other correspondence pertaining to this RFP. For those not registered in [WEBS](#), it will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

B.8. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter [39.19 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 RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

43.60A.200 encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs RCW [43.60A.195](#). For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and minibusinesses.

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Vendors who meet criteria set forth in chapter [39.19 RCW](#), should completed and submit the *Business Enterprise Certification Form* with the *Contractor Intake Form* (Exhibit F).

B.9. ETHICS, POLICIES, & LAW

This RFP, the evaluation of proposals, and any resulting contract shall be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a proposal. Bidders shall indicate on their *Contractor Intake Form* any current or former state employees who are employed by, or subcontracted with, Bidder.

B.10. ACCEPTANCE PERIOD

Proposals must provide ninety (90) business days for acceptance by OSPI from the due date for receipt of proposals.

B.11. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. OSPI may reject a Proposal as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Exhibit B, Sample Contract, except as permitted in an amendment to this Solicitation
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading, or false information
- History of prior unsatisfactory contractual performance

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, OSPI shall continue with the written evaluation and, if applicable, the oral evaluation.

OSPI reserves the right at its sole discretion to waive minor administrative irregularities.

B.12. MOST FAVORABLE TERMS

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

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

B.13. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder may submit exceptions as allowed in the Certifications and Assurances section. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

Should contract negotiations fail to be completed within two (2) weeks after initiation, the Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Bidders remain.

B.14. COSTS TO PROPOSE

OSPI will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

B.15. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

B.16. REJECTION OF PROPOSALS

OSPI reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

B.17. COMMITMENT OF FUNDS

Only an authorized representative of OSPI may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

B.18. STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial

Management for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).

B.19. INSURANCE COVERAGE

The Apparent Successful Bidder must comply with the insurance requirements identified in the General Terms and Conditions.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to OSPI within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

C.1. PROPOSAL OVERVIEW

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The Letter of Submittal, excluding the signed *Certifications and Assurances* and *Contractor Intake Form*, shall be a maximum of one (1) page. The four (4) major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed:
 - a. *Certifications and Assurances*
 - b. *Contractor Intake Form*
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Consultant in preparing a thorough response.

C.2. LETTER OF SUBMITTAL

The Letter of Submittal, the attached *Certifications and Assurances*, and the attached *Contractor Intake Form* must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

Along with introductory remarks, please attach to the Letter of Submittal the following information about the Consultant and any proposed subcontractors:

1. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
2. Location of the facility from which the Consultant would operate; and
3. A detailed list of all materials and enclosures included in the Proposal.

C.3. TECHNICAL PROPOSAL

The Technical Proposal must contain a comprehensive description of services including the following elements:

- C.3.i. Project Approach/Methodology** – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project.

C.3.ii. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSPI staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

C.3.iii. Project Schedule – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

C.3.iv. Deliverables – Fully describe deliverables to be submitted under the proposed contract.

C.3.v. Performance-Based Contracting – RCW 39.26.180 requires that, to the extent practicable, Washington State agencies enter into performance-based contracts. Performance-based contracts identify expected deliverables and performance measures or outcomes and are contingent on the contractor providing such deliverables or achieving performance outcomes.

Bidders are encouraged to structure Technical and Cost proposals in a performance-based manner that identify payment(s) tied to deliverables identified in Section C.3.iv.

C.3.vi. Outcomes and Performance Measurement – Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency.

Note: Mere repetition of the work statement in Section 1 will not be considered responsive.

C.3.vii. Risks

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the Agency’s contract manager.

C.4. MANAGEMENT PROPOSAL

C.4.i. Project Management

Project Team Structure/Internal Controls – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating

lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

Staff Qualifications/Experience – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

C.4.ii. Experience of the Consultant

Relevant Experience – Describe how the Consultant meets the minimum qualifications and, if applicable, the desired qualifications. Include other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

Related Contracts – Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C.4.iii. References

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the Consultant and team members grant permission to OSPI to contact these references and others who, from OSPI's perspective, may have pertinent information. OSPI may or may not, at OSPI's discretion, contact these references or others. Do not include current OSPI staff as references.

C.4.iv. Past Performance

Provide information regarding past performance by indicating if the Consultant has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, OSPI reserves the right to disqualify Consultant proposals based on the Consultant's historical performance, as outlined above in Section B. General Information for Consultants, 11. Responsiveness.

C.5. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

C.5.i. Identification of Costs

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

C.5.ii. Travel Costs

If the Consultant's proposal includes any travel-related expenses as a line item, they are to be broken out separately. Any applicable mileage, meals, lodging, or other travel-related expenses will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

C.5.iii. Subcontractor Costs

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

C.5.iv. Indirect Costs

Per OSPI's indirect costs policy, the maximum amount that may be charged or included in grants and contracts is the following:

Entity	State Grants and Contracts	Federal Grants and Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI's agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

Section D. EVALUATION AND AWARD

D.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSPI, which will determine the ranking of the proposals.

D.2. EVALUATION WEIGHTING AND SCORING

The following points will be assigned to the proposals for evaluation purposes:

1. Describe your redundant connections to the commercial Internet at least at the 10 Gbps Ethernet level. Include detail regarding locations, bandwidth, and any other information that may allow OSPI to better understand the nature of your offering. [10 points]
2. Describe your high degree of geographically distributed interconnectivity with other NSPs, including point-to-point private peering's with the other "Tier 1" NSPs. Provide as much detail as possible regarding point-to-point private peering's with the other "Tier 1" NSPs, geographical disbursement, and any additional details that may allow OSPI to better understand the nature of your offering. [10 points]
3. Describe how you provide direct connectivity to at least one high-performance Internet2/Next Generation Internet backbone. Include detail regarding locations, bandwidth, and any other information that may allow OSPI to better understand the nature of your offering. Is there an additional cost for this connectivity, and if yes, please include it in your cost model. [15 points]
4. Describe how you provide IPv6 connectivity. Is there an additional cost for this connectivity, and if yes, please include it in your cost model. [5 points]
5. Describe the NOC services offered (online graphs, web portal, etc.)? [5 points]
6. DDoS mitigation at no cost is a preferred/scored qualification. How do you deal with DDoS mitigation? What sorts of response times are typical for DDoS attacks? Is there an additional cost for this service, and if yes, please include it in your cost model. [15 points]

7. Provide pricing on the specific bandwidths and configurations listed below. Alternate bandwidth and configuration options will not be considered. [40 points]

Note that after year one, the bandwidth level will be based on mutual agreement between OSPI and Consultant, and may increase or stay the same (with the same pricing) based upon projected usage from previous year, as described in the Scope of Work:

What is the cost for the identified ISP services:	\$/year
160 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity). 20 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 20 Gbps at Pittock Building (with single handoff to a K-20 router there).	
240 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity) 50 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 50 Gbps at Pittock Building (with single handoff to a K-20 router there).	
360 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity). 100 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 100 Gbps at Pittock Building (with single handoff to a K-20 router there).	

If fourth year and fifth years of service are provided, and if there is mutual agreement between OSPI and Consultant that these one of levels of bandwidth are needed (if not, previous years' bandwidth and pricing will continue to apply, as described in the Scope of Work):

What is the cost for the identified ISP services:	\$/year
600 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity) 100 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 100 Gbps at Pittock Building (with single handoff to a K-20 router there).	
800 Gbps at Westin Building (with fully redundant handoffs to the two K-20 routers at the Westin Building, each handoff capable of supporting the full capacity) 200 Gbps at U.S. Bank Building (with single handoff to a K-20 router there). 200 Gbps at Pittock Building (with single handoff to a K-20 router there).	

D.3. REFERENCE CHECKS

References may be contacted for the top-scoring Bidder(s) only and will then be scored and added to the total score.

D.4. SELECTION OF APPARENT SUCCESSFUL BIDDER

OSPI reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to OSPI and the state of Washington. The selected bidder will be declared the Apparent Successful Bidder (ASB).

The date of announcement of the ASB will be the date the announcement is emailed. The State will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, the State may immediately cease contract negotiations, declare the Bidder with the second highest score as the new ASB, and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

D.5. NOTIFICATION TO BIDDERS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

D.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by OSPI and Bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as non-responsive and therefore did not go through the formal evaluation process, are not entitled to a debriefing conference.

Please note, because the debrief process must occur before making an award, OSPI likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. OSPI will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives; Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

D.7. PROTEST PROCEDURE

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests shall be submitted to the RFP Coordinator via email.

Consultants 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.

The protest must state:

1. The RFP Number.
2. The grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant.
3. 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/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI 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 proposal, 2) OSPI's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by OSPI. The OSPI Contracts Administrator, or an employee delegated by the Contracts Administrator who was not involved in the procurement, will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If the OSPI Contracts Administrator delegates the protest review, the Contracts Administrator nonetheless reserves the right to make the final agency decision. If additional time is required, the protesting party will be notified. The OSPI Contracts Administrator or designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

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

The final determination of the protest shall either:

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

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. All decisions made by OSPI relating to the protest shall be final.

Section E. RFP EXHIBITS

- Exhibit A** Certifications and Assurances
- Exhibit B** Qualification Affirmations
- Exhibit C** Sample Contract
- Exhibit D** General Terms and Conditions
- Exhibit E** Contractor Intake Form
- Exhibit F** Business Enterprise Certification Form
- Exhibit G** Proposal Checklist

EXHIBIT A

CERTIFICATION AND ASSURANCES

Bidder must sign and include the full text of this Exhibit A with their proposal.

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT B
QUALIFICATION AFFIRMATIONS

CONSULTANT INFORMATION	
Name:	
Organization Name: (if applicable)	

MINIMUM QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Use only "Tier 1" National Service Providers (NSP) that have robust national backbones (100 Gigabit or greater in bandwidth)?</p> <p><input type="checkbox"/> Provide redundant connections to the commercial Internet at least at the 10 Gbps Ethernet level?</p> <p><input type="checkbox"/> Have a high degree of geographically distributed interconnectivity with other NSPs, including point-to-point private peering's with the other "Tier 1" NSPs?</p> <p><input type="checkbox"/> Provide direct connectivity to at least one high-performance Internet2/Next Generation Internet backbone?</p> <p><input type="checkbox"/> Provide IPv6 connectivity?</p> <p><input type="checkbox"/> Have a redundant router presence in Seattle at the Westin Building (2001 Sixth Ave, Seattle 98121), the primary hub of the WA K-20 network?</p> <p><input type="checkbox"/> Have a router presence in Spokane at the U.S. Bank Building (422 W Riverside Ave, Spokane, WA 99201)?</p> <p><input type="checkbox"/> Have a router presence in Portland at the Pittock Building (921 SW Washington, Portland, OR 97205)?</p>

Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder

Date

Place Signed (City, State)

Print Name

Title

Organization Name

**EXHIBIT C
SAMPLE CONTRACT**

Contract No. _____

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON**

(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

Federal Identification # - [REDACTED]
Unified Business Identifier # - [REDACTED]

In consideration of the promises and conditions contained herein, Superintendent and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

Include Purpose from Section A.

B. In order to accomplish the general objective(s) of this Contract, Contractor shall perform the following specific duties, and those outlined in the Superintendent's Request for Proposals No. ____, and Contractor's Proposal, to the satisfaction of the Superintendent's designee:

>SCOPE OF WORK<

C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

>DELIVERABLES<

All written reports/documents required under this contract must be delivered to the Superintendent's designee in accordance with the schedule above.

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:

>**START DATE**<, or date of execution, whichever is later, through >**START DATE**<.

III. DUTIES OF THE SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor at a rate not to exceed a total of \$ [REDACTED]. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Contractor shall be entitled to reimbursement for expenses incurred, as follows:

- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$ [REDACTED]. Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].
- Expenses incurred for the following specified purposes not to exceed a total of \$ [REDACTED]. Contractor must submit receipts or other documentation.

Maximum consideration for this entire contract shall not exceed \$ [REDACTED].

Funds for the payment of this contract are provided by federal program(s) [program title], Catalog of Federal Domestic Assistance #(s) [CFDA#].

- B. Payment shall be made to the Contractor as follows:

Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

[Schedule of payments may be included here.] or

Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Superintendent's designee and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

- C. Final payment shall be made after acceptance by the Superintendent's Contract Manager or Designee if received by the Superintendent within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee and the Fiscal Budget Analyst.

IV. RENEWAL (OPTIONAL CLAUSE)

Superintendent has the right to renew this contract in whole or in part for the year(s) [renewal year(s)] by giving notice on or before [date] to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

V. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor	Superintendent
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200
Phone: () -	Phone: () -
Fax: () -	Fax: () -
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VII. APPROVAL

This contract shall be subject to the written approval of the Superintendent’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

CONTRACTOR

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

Who certifies that he/she is the Contractor identified herein as a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

Non-profit organization? yes* no

*If yes, under what IRS section? Please attach a copy.

EXHIBIT D

GENERAL TERMS AND CONDITIONS

Standard Insurance – Standard Insurance requires Workers Compensation Coverage only. The Department of Labor and Industries administers the industrial insurance program, which provides medical coverage for workers who sustain on-the-job injuries. The contractor is required to comply with the requirements of Title 51 RCW regarding industrial insurance coverage prior to performing any contract work.

Additional Insurance – Public Liability Insurance protects your Contractor from claims for bodily injury, personal injury, death or property damages occurring or arising out of services provided under your contract. It also covers such claims as may be caused by an act, omission or negligence by the Contractor or its officers, agents or representatives. You need to determine what exactly the Contractor will be doing and what is the liability to the Agency. Will they be driving their own vehicle as a part of their duties? What is the dollar amount of the contract? Large contracts usually possess extra risks. What potential risk exposures are there?

EXHIBIT E
CONTRACTOR INTAKE FORM
Required

Available as an editable Word document on [OSPI's procurement website](#).

EXHIBIT F
BUSINESS ENTERPRISE CERTIFICATION FORM
Required

Available as an editable Word document on [OSPI's procurement website.](#)

EXHIBIT G PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format. This checklist does not need to be submitted with your proposal.

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	Certifications and Assurances
<input type="checkbox"/>	<i>Contractor Intake Form</i> Download an editable version from OSPI's website
<input type="checkbox"/>	Washington State Business License, if applicable (see <i>Contractor Intake Form</i>) For more information about this, visit the Department of Revenue website.
<input type="checkbox"/>	<i>Business Enterprise Certification Form</i> , if applicable (see <i>Contractor Intake Form</i>) For more information about certification, visit the Office of Minority and Women's Business Enterprises website or Department of Veterans Affairs website .