Request for Quotation and Qualifications

Number

**24-RFQQ-001**

**For**

**Technician Support Services**

**by the**

**Washington State**

**Consolidated Technology Services**

**Released**

**September 26, 2023**

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**SECTION 1-- INTRODUCTION**

* 1. **Background**

Consolidated Technology Services (CTS), also known as Washington Technology Solutions (WaTech) provides telecommunications, computing, and digital government services to more than 700 state agencies, boards and commissions, local governments, tribal organizations, and qualifying non-profits. CTS operates a secure, statewide standards-based telecommunications network providing reliable, economical voice, data, and video communications. The CTS data center is one of the largest in the Northwest, combining both client server and mainframe computing in a secure, controlled environment. For more information, visit the CTS Web site at [www.watech.wa.gov](http://www.watech.wa.gov).

This RFQQ is being issued for Purchaser’sexclusive use*.* CTS intends to award only one (1) Contract.

* 1. **Acquisition Authority**

The Department of Enterprise Services (DES) has authority over goods and services under RCW 39.26 and sets processes for procuring information technology based on the policies and standards set by the Technology Services Board. Chapter 43.41A of the Revised Code of Washington (RCW) as amended establishes the Washington State Technology Services Board (TSB). While the TSB does not purchase for agencies, it establishes policies and standards addressing how the manner in which state agencies may acquire information technology equipment, software, and services.

RCW 39.26.100(2) provides CTS with an exemption from the Department of Enterprise Services procurement rules and requirements. Specifically, the competitive procurement rules stated by Department of Enterprise Services do not apply to CTS when contracting for the following:

1. Services and activities that are necessary to establish, operate, or manage the state data center, including architecture, design, engineering, installation, and operation of the facility, that are approved by the technology services board or
2. The acquisition of proprietary software for or part of the provision of services offered by the consolidated technology services agency; or
3. The acquisition of information technology equipment necessary for or part of the provision of services offered by the consolidated technology services agency; or
4. The acquisition of information technology services necessary for or part of the provision of services offered by the consolidated technology services agency.

This procurement is within the exemption and is performed consistent with CTS’ internal Exempt Procurement Policy (4.2.5 *Exempt Purchases*).

CTS Procurement activities should embody the following values:

1. **Equity:** to provide open competition and fair access to qualified Vendors in competing for CTS business. Open competition means equal access/opportunity for those qualified Vendors.
2. **Economy and Efficiency:** to procure goods/services at the best value and assure the processes are streamlined and fit the level of risk anticipated in each transaction.
3. **Integrity:** to enable a full and open competition in order to reduce any chances for corruption or bias in a procurement process.

This RFQQ is issued in good faith, but it does not guarantee an award of contract, nor does it represent any commitment to purchase whatsoever.

* 1. **Business Objective/Purpose**

Consolidated Technology Services (CTS) is issuing this RFQQ to enter into a five-year optional use contract with one Vendor to provide Technician Support Services in locations across the state of Washington.

CTS has Cisco SMARTnet coverage on its Cisco Equipment which is deployed in various locations across the state of Washington. CTS seeks a Vendor provided Time and Material solution to utilize at locations where CTS does not have staff onsite nor has the resources to dispatch staff efficiently and effectively.

Technical Support Services is a separate body of work that enables CTS to engage a contracted vendor when a specific need arises, is incurred, and billed in arrears on an hourly time & materials basis (to be billed in quarter (.25) hour increments) and is expected to include, but not limited to:

1. Installation of Equipment at remote customer locations.
2. Troubleshooting network equipment such as Cisco routers, switches, and SD-WAN appliances.
3. Installation and\or removal of Uninterruptable Power Supply (UPS) devices & batteries.
4. Support services for equipment not covered under a support contract.
5. Demarc extensions and moves.
6. Configuration support at a CTS customer location such as upgrading Customer premise Equipment (adding features, cards, etc.)
7. Processing Returned Material Authorizations, including updating of records at Cisco.
8. Service coverage for all CTS and CTS Customer locations in Washington State
   1. **Term**

It is anticipated that the term of the resulting purchasing Contract will be five (5) years commencing on the effective date of the Contract. CTS, at its sole discretion, may initiate extending the Contract for up to five (5) additional one (1) year terms.

* 1. **Definitions**

**“Apparently Successful Vendor”** (ASV) shall mean the Vendor(s) who: (1) meets all the requirements of this RFQQ, and (2) receives the highest number of total points.

**“Business Days”** shall mean Monday through Friday, excluding state holidays.

**“Business Hours”** shall mean 7:00 AM, through 7:00 PM, Pacific Time, Monday through Friday, excluding state holidays.

**“Contract”** shall mean the RFQQ, the Response, Contract document, all schedules and exhibits, and all amendments.

**“CTS Customer”** shall mean an entity specified in RCW 43.105.052(1) that receives CTS services.

**“CTS”** shall mean the Washington State Consolidated Technology Services.

**“Equipment”** shall mean the networking equipment or equipment support the CTS network services being utilized by CTS.

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

**“Mandatory Scored” or “(MS)”** shall mean the Vendor must comply with the requirement, and the Response will be scored.

**“Non-Business Hours”** shall mean 7:01 PM, through 6:59 AM, Pacific Time, Monday through Sunday, including State Holidays.

**“Purchaser”** shall mean the Washington State Consolidated Technology Services (CTS).

**“RCW”** shall mean the Revised Code of Washington.

**“Response”** shall mean the written proposal submitted by Vendor to CTS in accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by CTS.

**“Returned Materials Authorization”** (RMA) shall mean the process for returning materials to Equipment Vendor and will include the updating of all Equipment Vendor databases, updating of Vendor records as well as providing identical information to CTS so that its records can be updated.

**“SDC”** refers to the state Data Center located at: 532 16th Ave. SE, Olympia, Washington 98504.

**“Services”** shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation, including Technician Support Services.

**“State”** shall mean the state of Washington.

**“State Holidays”** shall mean state legal holidays as defined by RCW 1.16.050.

**“Subcontractor”** shall mean one not in the employment of Vendor, who is performing all or part of the Equipment and/or Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Vendor”** shall mean a company, organization, or other entity submitting a Response to this RFQQ.

* 1. **Overview of Solicitation Process**

The evaluation process will be comprised of an internal process that will narrow the pool of competitors to assure only the highest scoring finalists move to the next Round in the evaluation process**.** CTS, in its sole discretion, will determine the number of top scorings to move to the next Round.

Round 1: A preliminary examination of the completeness and validity of responses. All responsive vendors will move to Round 2.

Round 2: A technical evaluation to determine compliance with requirements. Vendors whose responses are in compliance with the requirements will move to Round 3. CTS, in its sole discretion, will determine whether a vendor complies. Scoring will be computed on all non-financial scored items.

Round 3: A financial evaluation will look at commercial risk and cost analysis of all pricing, project schedules, terms and conditions contained within the Response. Scoring will be computed on all financial scored items.

Round 4: The vendor with the highest total score will be announced as the Apparently Successful Vendor.

Award of contract. After completing the evaluation phases of the process as set forth above, CTS plans to enter into contractual negotiations with one Apparently Successful Vendor (ASV) with a view to finalizing a contract. Award of contract will depend on a satisfactory outcome to these negotiations.

* 1. **Single Award**

Only one (1) ASV will be identified via this procurement. CTS intends to award only one (1) Contract.

* 1. **Quantity Usage**

Since the Contractresulting from this solicitation will be designated as “optional use,” no guarantee of volume or usage can be given.

* 1. **Funding**

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

* 1. **Adding Products and Services**

Additional Products or Services that are determined by CTS to be appropriate to the scope of this acquisition may be added to the Contract.

**Section 2-- SCHEDULE**

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times are local time, Olympia, WA (Pacific).

**DATE & TIME EVENT**

|  |  |
| --- | --- |
| September 26, 2023 | RFQQ Issued |
| October 2, 2023 | Final Vendor Questions and Comments due by 12:00pm Pacific |
| October 4, 2023 | State’s Final Written Answers issued |
| October 5, 2023  October 6, 2023  October 10, 2023 | Preproposal Conference (see Section 3.3) 1:00pm-2:00pm Pacific  Preproposal Amendment Issued  Responses due by 12:00pm Pacific |
| October 10, 2023 | Evaluation period begins |
| October 17, 2023 | Announcement of ASV |
| October 18, 2023 | Vendor Request for Optional Debriefing due by 12:00 pm Pacific |
| October 19-20, 2023 | Optional Vendor Debriefings |
| November 6, 2023 | Expected Contract Effective and made available for purchases |

**CTS reserves the right to revise the above schedule.**

**SECTION 3—INSTRUCTIONS TO RESPONDING VENDORS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

* 1. **RFQQ Coordinator (Proper Communication)**

All communications relevant to this RFQQ must be addressed in writing to the RFQQ Coordinators at the contact information below:

**RFQQ Coordinator**

Contact Name: Susan Steele

E-mail Address: [susan.steele@watech.wa.gov](mailto:susan.steele@watech.wa.gov)

Phone: 360-407-8781

**Backup RFQQ Coordinator**

Contact Name: Michael Callahan

E-mail Address: michael.callahan@watech.wa.gov

Phone: 360-407-8765

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 RFQQ will be treated as misconduct and may result in your response being disqualified.

* 1. **Vendor Questions**

It is the Vendor’s responsibility to remedy any ambiguity, inconsistency, error, or omission within this document before submitting their Response. Vendors shall submit all requests to the contact above no later than 12 noon on the closing date stated in Section 2. An official written CTS response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the CTS Procurement web site at: www.watech.wa.gov/procurement-announcements.

* 1. **Preproposal Conference**

CTS shall conduct a pre-proposal conference on the time and date provided in the Schedule, via a teleconference, and is also listed below. Attendance is not mandatory, however a pre-proposal Amendment, and amended RFQ, if applicable, will be posted by the timeline stated in the Schedule. The purpose of the meeting is to address the issues from the Question and Answer period (Amendment) that need further clarification.

A Microsoft Teams teleconference for Contractors will be held on **October 5, 2023 at 1:00pm – 2:00pm Pacific**, which will be recorded natively in Teams. Please note: consent for CTS to record this conference will be obtained by a recorded announcement to all the participants.

The login information is as follows:

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODYwMGIwMzktNjBjNy00OTI3LWI5ZDEtNGQ4MjY0NzhhOWI3%40thread.v2/0?context=%7b%22Tid%22%3a%2211d0e217-264e-400a-8ba0-57dcc127d72d%22%2c%22Oid%22%3a%221e6f73d1-3c4b-461c-870c-1f95cbcd62e8%22%7d)

Meeting ID: 296 406 639 811   
Passcode: RsregU

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

[+1 564-999-2000,,450111092#](tel:+15649992000,,450111092# )   United States, Olympia

Phone Conference ID: 450 111 092#

At the conclusion of the conference, and per the Schedule above, CTS will release a Preproposal Conference Amendment which will include a link to the recording of the conference.

* 1. **Vendor Complaints Regarding Requirements and Specifications**

Vendors may submit specific complaints in writing to the RFQQ Coordinator, if Vendor believes requirements exist that unduly constrain competition. The complaint must be made in writing to the RFQQ Coordinator before the Response due date. The complaint must state how the requirement unduly constrains competition and provide the relevant facts, circumstances, and documentation. The solicitation process may continue.

Except as otherwise stated below, the Contracts and Procurements Manager will review protests on behalf of the agency. Vendors may appeal the Contracts and Procurements Manager’s determination, on purchases over $100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than 5 Business Days after Contracts and Procurements Manager’s decision. Decisions made by the Director or designee are final.

* 1. **Response Contents**

The Response must contain information responding to all mandatory requirements, a signed certification and assurances and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) volumes containing what is listed below. This separation of documentation protects the integrity of the State’s evaluation process. No mention of the cost response may be made in Volume 1.

File entitled - Volume 1:

* Vendor’s cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any; and
* The Response to the Vendor requirements (Section 4), Vendor Capabilities and Qualifications (Section 5)

File entitled - Volume 2:

* The Responses to the Financial Quote(Section 6)
* Vendors signed and completed *Certifications and Assurances* (Appendix A)
* Vendor’s exceptions and/or proposed revisions to the Contract (Appendix B)
* Vendor’s *MWBE Certification* (Appendix C), if applicable
* Vendor’s Response to the *Cost Model* (Appendix E)
* Vendor’s Response to the *Response Checklist* (Appendix F)

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

* 1. **Response Requirements**

The signature block in Appendix A, Certifications and Assurances, must be signed by a representative authorized to bind the company to the offer.

**For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor’s proposed Products/Services meet the requirement. A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable, along with any additional information requested.**

**For Mandatory Scored (MS) items, the Response must always indicate explicitly whether or not the Vendor's proposed Products/Services meet the requirement, and describe how the proposed Vendor’s Products/Services will accomplish each requirement or are desirable as it relates to the service(s) proposed.**

Vendor must respond to each Requirement. Failure to comply with any applicable item may result in the Response being disqualified. In each requirement title is a designation indicating how the Response will be evaluated, as set forth in Section 7.

* 1. **Delivery of Responses**

All proposals must arrive via an attachment to e-mail to the RFQQ Coordinator at the email address above, on the proposal due date and time stated in Section 2. Responses arriving in the RFQQ Coordinator’s in-box after the time stated in Section 2 will be disqualified. The "receive date/time" posted by CTS’ email system will be used as the official time stamp but may not reflect the exact time received.

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

CTS assumes no responsibility for delays caused by Vendor’s e-mail, network problems or any other party. All Responses must strictly adhere to the format and file naming conventions set forth herein. Zipped files cannot be received by CTS and cannot be used for submission of Responses.

* 1. **Administrative Clarifications**

CTS reserves the right to contact Vendor for clarification of Response contents.

* 1. **Proprietary Information/Public Disclosure**

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. CTS will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.56 RCW, the public disclosure Act, CTS shall maintain the confidentiality of Vendor’s information marked confidential or proprietary. If a request is made to view Vendor’s proprietary information, CTS will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, CTS will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as CTS retains Vendor’s information in CTS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

* 1. **Waive Minor Administrative Irregularities**

CTS reserves the right to waive minor administrative irregularities contained in any Response. Additionally, CTS reserves the right, at its sole option, to make corrections to Vendors’ Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

* 1. **Errors in Response**

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. CTS is not liable for any errors in Responses. CTS reserves the right to contact Vendor for clarification of Response contents.

* 1. **Amendments/Addenda**

CTS reserves the right to change the *Schedule* or other portions of this RFQQ at any time. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling.

* 1. **Right to Cancel**

With respect to all or part of this RFQQ, CTS reserves the right to cancel or reissue at any time without obligation or liability.

* 1. **Contract Requirements**

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of CTS, be grounds for disqualification from further consideration in the award of a Contract.

Vendor must explain why each item proposed as additional contract terms is in CTS’ best interest as a customer and how it will support CTS’ business objectives. Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation.

Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. CTS expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

If Responses are from a Reseller, wherever the suppliers offer selected customers more suitable terms and conditions of supply, Vendors shall recommend these terms and help CTS to obtain them wherever possible.

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

The final contract executed by the parties must satisfy CTS’s obligations with respect to performance-based contracting as directed in Executive Order 10-07. The parties may negotiate performance-based elements, in addition to those in Appendix B, for inclusion into the final contract.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days’ time frame, CTS may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation.

* 1. **Incorporation of Documents into Contract**

This solicitation document and the Response will be incorporated into any resulting Contract.

* 1. **NoBest and Final Offer**

CTS reserves the right to make an award without further discussion of the Response submitted, *i.e*., there will be not best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

* 1. **Minority and Women’s Business Enterprises (MWBE)**

CTS strongly encourages participation of minority and women businesses. Vendors who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 664-9750.

* 1. **No Obligation to Contract/Buy**

CTS reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates CTS to make any purchases.

* 1. **Non-Endorsement and Publicity**

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

* 1. **Optional Vendor Debriefing**

Vendors who submit a Response 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 RFQQ Coordinator.

The optional debriefing will not 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 Vendor’s performance with regard to the solicitation requirements.

* 1. **Protest Procedures**

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

* 1. **Allowable Additions**

Vendors who have executed a Contract may revise their offerings to reflect changed Products and Services appropriate to the scope of the Contract and may submit new Products and Services with associated prices subject to provisions set forth in the Contract terms and conditions. New or changed Products and Services submitted by Vendor shall meet mandatory requirements established in this solicitation document or subsequent revisions and may be included in the Contract at the option of CTS and shall be accomplished via an amendment to the Contract.

* 1. **Vendor Assumption and Dependencies**

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

* 1. **Notification of ASV**

All Vendors responding to this solicitation will be notified by mail or e-mail when CTS has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFQQ; and (2) receives the highest number of total points as described herein.

**SECTION 4 -- VENDOR REQUIREMENTS**

Respond to the following requirements per the instructions in section 3.

* 1. **Vendor Profile(s)**

The following detail about the Vendor’s organization is required to ensure that it can meet CTS’ requirements. The Vendor working on its behalf shall each provide the following information:

(M) The legal entity — for example, a private or public corporation — together with its name and registered address.

(M) The total number of years the legal entity has been in business and, if appropriate, the number of years under the present business name.

(M) Vendor must have been providing statewide coverage as a certified Cisco Gold Partner for the six months prior to Vendor’s response to this RFQQ.

(M) The Vendor must state the location of each of its service offices and the number of Cisco certified service personnel assigned to each office that will be providing service to CTS. This requirement may be met using Vendor offices or through the use of qualified subcontractors.

(M) Vendor must have sufficient number Cisco certified technicians available to support the resulting contract, and meet the requirements in this RFQQ, in their employ on the date that Vendor submits their response to this RFQQ.

* 1. **(M) Vendor Qualifications- Authorized Reseller**

Vendor must be a Cisco Certified Gold Fulfillment Partner at the time that the Vendor submits their response to this RFQQ. Vendors must submit as an attachment to their Response certification of their status as a Cisco Gold Fulfillment Partner. Vendor must maintain their certified Cisco Gold Fulfillment Partner level of certification throughout the length of the resulting contract.

* 1. **(M) Vendor Account Manager**

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. Vendor’s Account Manager will be the principal point of contact concerning Vendor’s performance under this Contract. Vendor shall notify the CTS Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

|  |  |  |
| --- | --- | --- |
| Vendor Account Team: | | |
| Address: | | |
| Phone: |  | E-mail: |

* 1. **(M) Vendor Licensed to do Business in Washington**

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

* 1. **(M) Use of Subcontractors**

CTS will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. CTS reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by CTS.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

* 1. **(M) Prior Contract Performance**

Vendor must submit full details of all Terminations for Default for performance similar to the Servicesrequested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party’s name, address, and telephone number. If the Vendor has experienced no such Terminations for Default in the past five years, so declare. If Vendor has been suspended or debarred by the Department of Enterprise Services, so declare and provide details surrounding the suspension/debarment.

CTS will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.

* 1. **(M) Prepayment is Not Authorized**

Vendor shall not obligate CTS to prepayment of services, maintenance, Equipment, or software. CTS is unable to make payments past 12 months in advance for services or maintenance, however, CTS is willing to commit to a longer term with annual payments.

* 1. **(M) Site Security**
  2. Facility Access

Vendor understands that all Purchasers’ building entrances are controlled for access. In the event Vendor performs any work at any of Purchaser’s buildings, Vendor agrees to become familiar with Purchaser’s building and security policies, and further agrees to observe and comply with all Purchaser’s building and security policies or procedures.

Vendor understands that in order to obtain access to Purchaser’s premises, if applicable, Vendor must be issued a security badge by Purchaser. Vendor shall provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Vendor further understands that Purchaser will collect and retain such personal information for so long as the contract is in effect and such individual(s) has access to the premises. Purchaser reserves the right to deny an application for a security badge. Failure of Vendor to comply with Purchaser’s security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending, or terminating access to Purchaser’s facilities.

Upon the earlier of termination of the Contract, or suspension or termination of access to Purchaser’s facilities, Vendor shall return all security badges.

* 1. Remote Access to Network

Vendor understands that in order to obtain remote access to Purchaser’s Local Area Network (LAN), email, or supported computing environments through a remote access connection (“Remote Access”), Vendor must comply with Purchaser’s Remote Access policy and any other applicable security policies or procedures. Vendor shall, prior to access, complete and sign any applicable agreements or forms. Remote Access is conditioned upon final approval by Purchaser.

* 1. Safety

Vendor shall observe and comply with OSHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser’s rules, guidelines, policies, and procedures relating to safety, workplace conditions, health, and the environment, including physical, fire, evacuation, accidents, hazardous materials or situations, or other safety regulations and policies.

* 1. Information and System Security

Vendor acknowledges and understands that access to Purchaser’s computer networks may be necessary to perform the work under this Contract, and as a result Purchaser has placed or may place special confidence and trust in the Vendor in providing such access. Vendor acknowledges and understands that any access to Purchaser’s computer networks shall be limited, restricted, and conditioned upon Vendor’s compliance with certain Purchaser policies and practices. Vendor warrants that it will perform all work for or on behalf of Purchaser in full compliance with the Office of the Chief Information Officer (OCIO) Security Policy, Standards and Guidelines, the Use of CTS Network policy attached hereto as Exhibit F, complete annual security awareness training provided by Purchaser’s organization and any other security documents and best practices provided by Purchaser (“Security Policies”).

Vendor, having agreed upon Purchaser’s Security Policies as the acceptable standard for network security, warrants that it shall exercise its best efforts in the execution of the Security Policies with respect to 1) access of any system; 2) any electronic transmission of code or data; 3) prevention of unauthorized access; and 4) not downloading or accessing unapproved systems, programs, code, websites; self-help code, unauthorized code, or other data without the written permission of the Purchaser.

**4.9 (M)** **Subcontractor Participation Monitoring and Reporting**

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women’s Business Enterprises (OMWBE)  website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

**SECTION 5** **-- VENDOR CAPABILITIES AND QUALIFICATIONS**

Respond to the following requirements per the instructions in section 3.

* 1. **Technician Support Services**
     1. (M) In cases where installation support is requested, Vendor shall load a base configuration and work with CTS technical staff prior to leaving, so that CTS technicians can access the device remotely and configure it.
     2. (M) The Vendor shall provide Technician Support Services to CTS at all locations in Washington state.
     3. (M) Vendor shall commit to responding onsite to CTS defined emergency/urgent requests for Vendor provided Technician Support Services within four (4) hours – 24 hours a day 7 days a week.
     4. (M) The billing period for Technician Support Services begins when the Vendor accepts the dispatch call from CTS for a CTS defined emergency/urgent request.
     5. (M) Vendor shall commit to responding onsite to CTS defined non-emergency/urgent requests for Vendor provided Technician Support Services within Five (5) Business Days.
     6. (M) The billing period for Technician Support Services begins when the technician is dispatched to the site for a CTS defined non-emergency/urgent request.
     7. (M) Vendor agrees to no minimum time commitment for any calls made on a Time and Material Basis.
     8. (M) Vendor agrees to transport UPS device(s) to or from the site, include requirements for logistics and transportation services. This may involve packaging, loading, unloading, and safe transportation of the equipment to the designated location.
     9. (M) Vendor agrees to follow responsible recycling practices for UPS equipment. This involves ensuring that the equipment is recycled through authorized e-waste recycling facilities that employ environmentally sound methods for processing electronic devices.
     10. (M) Vendor agrees to provide documentation and certificates of proper disposal of UPS devices upon request.
  2. **(M) Onsite Liability**

Vendor must acknowledge and agree to be responsible for any damage to facilities, CTS’ and or CTS’ customers Equipment done by the Vendor during servicing.

* 1. **Non-CTS Owned Facility Access Procedures**
     1. (M) The Vendor shall follow all applicable access procedures as required by the applicable Vendor or Customer when servicing Equipment at a Non-CTS Owned Facility. Non-CTS Owned Facility shall mean any facility owned by someone other than CTS that houses Equipment needed for Services.
     2. (M) The Vendor shall indemnify and hold CTS harmless, for any claim arising from unauthorized Parties access to Non-CTS Owned facilities through access cards, keys or other access devices provided to the Vendor.
     3. (M) The Vendor shall return to Non-CTS Owned Facility all access keys and property within 5 Business Days after last access is needed.
     4. (M) The Vendor will return all Non-CTS Owned Facility provided equipment, software, and occupied areas in the same condition as it was found.
     5. (M) The Vendor shall assure that its activities will not interfere with any other Non-CTS Owned Facility customer’s use of Non-CTS Owned Facility or services.
  2. **(M) Invoice Requirements**

Invoices shall be delivered, properly itemized , to CTS no later than the tenth working day of each month for the previous month's activity. Invoices shall include, at a minimum:

* 1. Vendor name, address and phone number, remittance address if different.
  2. CTS’s name, address and Purchase Order or Field Order number; CTS delivery location if different.
  3. The resulting Contract numbers.
  4. Description of Services provided.
  5. Date of delivery, and/or date of installation and setup.
  6. Any Materials purchased under the Vendor provided Technician Support Service.
  7. Upon request of CTS, Vendor shall include agency specific identifiers (i.e., Network Control Center (NCC) ticket #).
  8. Net invoice price for each item.
  9. Total invoice price excluding sales tax.
  10. Sales or other applicable taxes.
  11. Total invoice price.
  12. Payment terms, including any prompt payment discounts.
  13. **(M) Material**

The acquisition of materials to support an effort will be done in concert with and by the approval of CTS.

* 1. **Written Estimates Required**
     1. (M) Upon request by the CTS, and prior to commencement of the agreed upon work, the Vendor shall provide a written estimate of all work and materials needed to complete the Vendor provided Technician Support Service.
     2. (M) All costs for materials in excess of 10 percent of the estimate must be approved by CTS prior to installation.
  2. **(M) Customer Service**

The Vendor shall provide a designated central point of contact for CTS to request Support Services, contact service personnel; request problem status updates, and receives problem resolutions. This contact will be available by a toll-free telephone number. This telephone number must be answered 24 hours a day, 7 days a week.

* 1. **(M) Vendor Response**

Vendor shall provide onsite response by Cisco certified technical staff in the contracted timeframe with any material, parts, or Equipment detailed at the time of the support service call.

* 1. **(M) Failure To Perform for Vendor Provided Onsite Support Services**

The Vendor must respond to the site, meeting the contracted timeframe and service level, with any needed Equipment, that was detailed at the time of the support serviced call, to complete the repair. Should the Vendor fail to meet the timeframe and/or service level commitment Vendor shall reduce the contracted hourly rate, as reflected on the invoice, by 25% for that support call.

* 1. **Estimated Time of Arrival**
     1. (M) The Vendor must commit to having service personnel call the Purchaser, within one (1) hour after notification by the Purchaser that service is required and provide an Estimated Time of Arrival (ETA) for Vendor personnel at the Purchaser’s site.
     2. (M) If Vendor personnel fail to respond to the Purchaser with an ETA within the time specified, Purchaser may request to contact a Vendor supervisor and shall receive an ETA within the next half an hour. If not forthcoming, the Vendor will reduce the hourly rate by 25% for this support call.
  2. **Travel Restrictions and Invoicing**
     1. (M) Vendor shall not invoice CTS for travel (each way) for any single service call greater than four hours. Travel time to pick up equipment at a CTS location is excluded from the four-hour maximum time limitation.
     2. (M) In the event that the Vendor needs to be re-dispatched, determined solely by CTS, to the same site due to incomplete or inadequate Vendor work to be corrected or completed Vendor shall not charge for travel.

**SECTION** **6 --** **FINANCIAL QUOTE**

Respond to the following requirements per the instructions in section 3.

1. 1. **(M) Overview**

CTS seeks to acquire the Products and Servicesthat best meet the State’s needs at the lowest cost and best value. Contract prices must include all cost components needed for the provisioning of the Products/and Service as described herein. Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

* 1. **(M) Taxes**

Vendor must collect and report all applicable state taxes as set forth herein. Vendor must **not** include taxes on Appendix E, *Cost Model*.

* 1. **(M) Presentation of all Cost Components**

All elements of recurring and non-recurring costs must be identified and included in the Price List. This includes, but is not limited to, administrative fees, hardware purchase and maintenance, software license fees, manuals and documentation, shipping charges professional services, and installation costs.

* 1. **(MS 120 points) Vendor Pricing**

Vendor must provide in the Appendix E, *Cost Model*. The completed Appendix E is the Vendor’s price quotation for evaluation purposes. Please note only those service costs listed on Vendor’s *Appendix E*  may be purchased under the terms and conditions of the resulting Contract.

Vendor shall only charge labor rates submitted in the Cost Model for Vendor provided Technician Support Services to CTS and will not charge any other fees for service. These rates must be expressed in a unit of .25 hour (quarter hour) for each of the following work periods defined in the cost model.

* 1. **(M) Presentation of All Cost Components**

All elements of recurring and non-recurring costs must be identified and included in the *Appendix E*. All terms on the price list must be compatible with the terms of the RFQQ and subsequent Contract. All of Vendor’s cost components (e.g., labor, travel, overhead, profit, etc.) must be included in the pricing and discounts provided because no additional charges will be allowed. No additional charge must be added for overhead, administration, administrative support, or management review of staff work, or any other charge not specifically authorized by CTS.

* 1. **(M) Price Protection**

For the entire term(s) of the Contract, the Vendor must guarantee to provide the Services at the proposed rates. Service rates cannot increase during any term of the Contract.

A renewal fee shall not exceed five (5%) percent increase in any one year above the immediately preceding year’s fee.

* 1. **(M) Price Decrease Guarantee**

The ASV, at its discretion, may elect to provide Servicesspecified in this RFQQ at a lower price than originally quoted at any time during the term of the Contract.

* 1. **(M) Costs Not Specified**

Where there is no charge or rate for Productsenter N/C (no charge) or zero (0) in *Appendix E*, as applicable. If the Vendor fails to provide a price, the State will assume the item is free.

SECTION 7 -- EVALUATION PROCESS

* 1. **Overview**

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described below will be declared the ASV and enter into contract negotiations with CTS.

* 1. **Administrative Screening**

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein. Evaluation teams will only evaluate Responses meeting all administrative requirements.

* 1. **Mandatory Requirements**

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (Sections 4, 5, 6 and 7). Only Responses meeting all Mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor’s response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, CTS reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

* 1. **Review and Scoring**

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ.

*Appendix E Cost Model* requires that a single dollar value be provided for each category of Technician Support Service identified (*See Appendix E Cost Model and Section 6.4 Vendor Pricing)*.

The overall highest possible point total that a response can accumulate is 120 points for the financial response. The Vendor offering the lowest price in for each of the categories in *Appendix E,* will be the only Vendor to be awarded the maximum number of points available in that section/category. All other responses will receive a percentage of the total points available for that category equal to the percentage difference between their response and the highest response for that category.

The financial evaluation team will calculate the financial score for the Price Scoring section of the Response using Vendor’s Price List, *Appendix E*. The awarded to Vendor for each category shall be summed together.

The following is an example of the scoring models to be used for awarding points for the financial components for RFQQ evaluation. All point totals will be rounded up to the nearest one-hundredth (.01) of a point. Points will be awarded to each qualified Vendor for each category. The Vendor who earns the highest total number of points for the sum of all categories will be named the “Apparently Successful Vendor.”

1. Time & Material Rate - Business Hours

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest price submitted ($)  Vendor’s submitted price($) | **X** | 40 | **=**  = | BH Points Awarded  (BHPA) |

1. Time & Material Rate – Non-Business Hours

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest price submitted ($)  Vendor’s submitted price($) | **X** | 40 | **=**  = | NBH Points Awarded  (NBHPA) |

1. Time and Materials - Travel Rate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest price submitted ($)  Vendor’s submitted price($) | **X** | 40 | **=**  = | TR Points Awarded  (TRPA) |

* 1. **Allocation of Points**

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

|  |  |
| --- | --- |
| Appendix E, *Vendor Pricing* | 120 points |
| **Total** | **120 points** |

* 1. **Vendor Response Total Score**

Vendors will be ranked using the Vendor’s Response Total Score, with the highest score ranked first and the next highest score ranked second, and so forth. The Vendor Response Total Score (**VRTS**) awarded to a Vendor will be calculated as follows:

|  |
| --- |
| **BHPA + NBHPA + TRPA = Vendor Response Total Score (VRTS)** |

* 1. **Selection of Apparently Successful Vendor**

The Vendorwith the highest Vendor Response Total Scorewill be declared the ASV. CTS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within two weeks after initiation, CTS may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

**APPENDIX A**

**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 RFQQ 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 *90* days following the Response Due Date specified in the RFQQ, 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 *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 Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a Vendor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are / are not** submitting proposed Contract exceptions (see Subsection 3.13 *Contract* *Requirements*).

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Vendor Signature |  | Vendor Company Name |
|  |  |  |
| Title |  | Date |

**APPENDIX B**

**PROPOSED CONTRACT**

Posted separately on the CTS Web site at: <http://cts.wa.gov/procurement/procurement.aspx>

**APPENDIX C**

***(If Applicable)* MWBE Participation Form**

**Minority and Women's Business Enterprises (MWBE)**

**Participation Form**

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime Vendor, or prime Vendor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 664-9770.

In accordance with WAC 326-30-046, CTS goals for acquisitions have been established as follows: 12% MBE or WBE.

|  |  |  |
| --- | --- | --- |
| **MBE FIRM NAME** | **\*MBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **WBE FIRM NAME** | **\*WBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |

**\***Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX D**

**PROTEST PROCEDURE**

A Vendor 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 Contracts and Procurement Manager at Consolidated Technology Services, 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 5 Business 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 Vendor’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:
   1. Correcting errors and reevaluating all Responses.
   2. Reissuing the solicitation document; or
   3. Making other findings and determining other courses of action as appropriate.

Except as stated otherwise below, the Contracts and Procurement Manager will review protests on behalf of the agency. The agency will deliver its written decision to the protesting vendor within five Business Days after receiving the protest unless more time is needed. The protesting vendor will be notified if additional time is necessary. Exempt Purchases under $100,000 shall be reviewed only by the Contracts and Procurement Manager, whose opinion is final.

Vendors may appeal the Contracts and Procurements Manager’s determination, on Exempt Purchases over $100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than 5 Business Days after Chief Legal Service Officer’s decision. Decisions made by the Director or designee are final.

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

**APPENDIX E**

**COST MODEL**

Pursuant to Section 6.4 *(MS 120 Points) Vendor Pricing,* Vendor’s must provide, in the yellow shaded cells in the table below, one rate per quarter hour for each of the three categories identified in the table below. Each category is worth a maximum of 40 points (*see Section 7)*.

Vendors may not alter the cost model – doing so is grounds for disqualification.

|  |  |  |
| --- | --- | --- |
| Points | Category | Rate per Quarter Hour (.25) |
| 40 | Business Hours Rate (Defined in Section 1.5 *Definitions)* | $ |
| 40 | Non-Business Hours Rate (Defined in Section 1.5 *Definitions)* | $ |
| 40 | Transportation Rate | $ |

APPENDIX F

Use of CTS Networks

The performance of this Contract involves the use of Washington State Computer Systems. For the purposes of this Contract, Washington State Computer System means all physical and logical components, computer networks consisting of cabling and network electronics as well as general or specific computers, software, and other IT-based resources provided, or used by Consolidated Technology Services.

Washington State Computer Systems are provided for the processing of official state Government information only. All data contained on Washington State Computer System is owned by the Washington State, may be monitored, intercepted, recorded, read, copied, or captured in any manner and disclosed in any manner, by authorized personnel. There is no right to privacy in a Washington State Computer System. System personnel may give to law enforcement officials any potential evidence of crime found on Washington State Computer System.

Users of Washington State Computer System shall protect the computer systems in accordance with Office of the Chief Information Officer IT Security Standards. Such protection may include, but is not limited to, using and safeguarding passwords, using anti-virus software, and keeping such software, as well as the operating system and application security patches, up to date.

Washington State Computer Systems shall not be used for any purpose that is unauthorized, unlawful, prohibited by the terms of this Contract, or for use unrelated to the fulfillment of your duties under this Contract. The following list of misuse of a Washington State Computer System is not exhaustive but is provided for explanatory purposes.

As a user of a Washington State Computer System, you agree that you shall not:

1. Publish, post, upload, distribute, disseminate, or otherwise transmit any material or information that is inappropriate, vulgar, profane, obscene, indecent, harmful, hateful, threatening, abusive, racially, ethnically, or otherwise objectionable, defamatory, libelous, unlawful, or invasive of another’s privacy.
2. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, including but not limited to, an Agency or Washington State official.
3. Collect or store personal data about other users.
4. Publish, post, upload, distribute, disseminate, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, bulk email, spam, chain letters, pyramid schemes, or any other form of solicitation.
5. Publish, post, upload, distribute, disseminate, or otherwise transmit files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, telecommunications equipment, or property of another.
6. Publish, post, upload, distribute, disseminate, or otherwise transmit any material or information that you do not have a right to transmit under any law or under contractual, employment or fiduciary relationships.
7. Publish, post, upload, distribute, disseminate, or otherwise transmit any images, photographs, software or other material or information that infringes any copyright, trademark, patent, trade secret or other proprietary right of another.
8. Interfere with or disrupt the services or the servers or networks connected to the services or disobey any requirements, procedures, policies, or regulations of the networks connected to the service, including without limitation, engaging in unauthorized computer or network trespass, obstructing, or bypassing computer identification procedures or scanning or probing another computer.
9. Damage, disable, overburden, or impair any services or any network connected to the Services or interfere with any other party’s use and enjoyment of the services.
10. Gain unauthorized access to any services, other accounts, computer systems or networks connected to any services through hacking, password mining or any other means.
11. Provide or attempting to provide access or use of the service, servers or system to any entity not previously authorized in writing by DIS.
12. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the services.
13. Access or attempt to access the Network after termination or expiration of this Contract.

Appendix G

**A Few Critical Things to Keep in Mind When Responding to an RFQQ for Consolidated Technology Services**

*This document is explanatory only and has no consequence on the processes stated in any particular procurement.*

**1.** \_\_\_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

**2.** \_\_\_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only person** you are allowed to communicate with regarding the RFQQ and is an excellent source of information for any questions you may have.

**3.** \_\_\_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the RFQQ Coordinator by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQQ. All addenda issued for an RFQQ are posted on the State’s website and will include all questions asked and answered concerning the RFQQ.

**4.** \_\_\_\_\_\_\_ **Follow the format required in the RFQQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner. Make sure to address each subpart.

**5.** \_\_\_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

**6.** \_\_\_\_\_\_\_ **Check the State’s website for RFQQ addenda.** Before submitting your response, check the State’s website at <http://cts.wa.gov/procurement/procurement.aspx> to see whether any addenda were issued for the RFQQ.

**7.** \_\_\_\_\_\_\_ **Review and read the RFQQ document again** to make sure that you have addressed all requirements and have followed all of the instructions. Once you have done that, read the RFQQ document again.

**8.** \_\_\_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late proposal responses are never accepted.

9. \_\_\_\_\_\_ **Address each mandatory/mandatory scored item.**  Any time you see an “M” or “MS”- make sure to respond, even in the financial sections. For Mandatory items, A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable.