Request for Quotation Number

23-RFQ-012

for

UPS Batteries and Installation Services

by the

Washington State

Consolidated Technology Services

Released September 26, 2022

**Table of Contents**

[1. Introduction 1](#_Toc105504970)

[1.1 Background 1](#_Toc105504971)

[1.2 Acquisition Authority 1](#_Toc105504972)

[1.3 Business Objective 1](#_Toc105504973)

[1.4 Contract Term 2](#_Toc105504974)

[1.5 Definitions 2](#_Toc105504975)

[1.6 Single Use/Award 2](#_Toc105504976)

[1.7 Overview of Solicitation Process 2](#_Toc105504977)

[1.8 Award of Contract 3](#_Toc105504978)

[1.9 Funding 3](#_Toc105504979)

[1.10 Additional Products and Services 3](#_Toc105504980)

[1.11 Quantity/Usage 3](#_Toc105504981)

[2 SCHEDULE 4](#_Toc105504982)

[3.1 RFQ Coordinator (Proper Communication) 5](#_Toc105504983)

[3.2 Vendor Questions 5](#_Toc105504984)

[3.3 Vendor Complaints Regarding Requirements and Specifications 5](#_Toc105504985)

[3.4 Response Contents 5](#_Toc105504986)

[3.5 Response Requirements 6](#_Toc105504987)

[3.6 Delivery of Responses 6](#_Toc105504988)

[3.7 Proprietary or Confidential Information 6](#_Toc105504989)

[3.8 Waive Minor Administrative Irregularities 7](#_Toc105504990)

[3.9 Errors in Response 7](#_Toc105504991)

[3.10 Administrative Clarifications 7](#_Toc105504992)

[3.11 Amendments/Addenda 7](#_Toc105504993)

[3.12 Right to Cancel 7](#_Toc105504994)

[3.13 Contract Requirements 7](#_Toc105504995)

[3.14 Minority and Women’s Business Enterprises (MWBE) 8](#_Toc105504996)

[3.15 No Obligation to Contract/Buy 8](#_Toc105504997)

[3.16 Non-Endorsement and Publicity 8](#_Toc105504998)

[3.17 Optional Vendor Debriefing 9](#_Toc105504999)

[3.18 Protest Procedures 9](#_Toc105505000)

[3.19 Selection of Apparently Successful Vendor 9](#_Toc105505001)

[4.1 (M) Vendor Requirement 10](#_Toc105505002)

[4.2 (M) Shipping, Handling and Delivery 10](#_Toc105505003)

[4.3 (M) Products 10](#_Toc105505004)

[4.4 (M) Installation 10](#_Toc105505005)

[4.5 (M) Vendor Profile(s) 10](#_Toc105505006)

[4.6 (M) Vendor Account Manager 11](#_Toc105505007)

[4.7 (M) Vendor Licensed to do Business in Washington 11](#_Toc105505008)

[4.8 (M) Use of Subcontractors 11](#_Toc105505009)

[4.9 (M) Prior Contract Performance 11](#_Toc105505010)

[4.10 (M) Prevailing Wage Requirements 11](#_Toc105505011)

[4.11 Site Security 12](#_Toc105505012)

[5.1 (M) Overview 14](#_Toc105505013)

[5.2 (M) Financial Grounds for Disqualification 14](#_Toc105505014)

[6.1 Overview 15](#_Toc105505015)

[6.2 Administrative Screening 15](#_Toc105505016)

[6.3 Mandatory Requirements 15](#_Toc105505017)

[6.4 Vendor Scoring 15](#_Toc105505018)

[6.6 Selection of Apparently Successful Vendor 17](#_Toc105505019)

[**Appendix B: *Model [Master] Contract***](#_Toc105505020)

[**Appendix C: *MWBE Participation Form*** *[if applicable]*](#_Toc105505021)

[**Appendix D: *Protest Procedures***](#_Toc105505022)

[**Appendix E: *Cost Model***](#_Toc105505023)

[**Appendix H: *Sample Letter of Credit***](#_Toc105505024)

**SECTION 1**

# Introduction

## Background

Consolidated Technology Services (CTS) 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.cts.wa.gov](http://www.cts.wa.gov).

## 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 it is 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.
3. 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 for brand name procurements. CTS has determined that F5’s salient features make its products a unique fit for CTS business requirements.

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

## Business Objective

This request seeks to establish an optional-use contract for CTS for the purchase and installation of DataSafe replacement batteries (as identified in this RFQ) for its Uninterruptible Power Supply (UPS) units in the State Data Center located at 532 16th Ave SE, Olympia 98504.

The resulting contract will also allow CTS to purchase replacement batteries and installation services as needed in varying quantities on an on-going basis at a standard discount.

The awarded contract as intended would establish a purchasing vehicle, with a one (1) year initial terms and four optional years at CTS’ option, with standard pricing/discounts to facilitate the streamlining of the acquisition process.

This RFQ will be run as a competitive process without advantage to any incumbent suppliers.

1. CTS intends to identify one vendor to supply UPS replacement batteries and installation services, at a standard discount in ways that best suit CTS’s ongoing business requirements.
2. CTS will ensure competitive pricing for all products and services that are not purchased direct from the original technology or service providers, while reserving the right to negotiate terms direct with the original technology or service providers.

## Contract Term

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

## Definitions

**“Business Days” or “Business Hours”** shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

**“Contract”** shall mean the RFQ, the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this RFQ.

**“CTS”** shall mean Consolidated Technology Services.

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

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

**“Non-Business Days” or “Non-Business Hours”** shall mean 5:01PM Friday through 7:59AM Monday, and Monday through Friday, 5:01PM through 7:59AM local time in Olympia, Washington, and includes Washington State holidays.

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

“**Products**” shall mean the UPS batteries and associated hardware identified in this RFQ.

**“SDC”** shall mean State Data Center

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

## Single Use/Award

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

## Overview of Solicitation Process

The evaluation process will comprise of:

1. A preliminary examination of the completeness and validity of responses.
2. A commercial and technical evaluation to determine compliance with requirements, which may require a demonstration or proof of concept, references and support certification.
3. A commercial risk and cost analysis of all pricing, project schedules, terms and conditions contained within the Response.

## Award of Contract

After completing the evaluation phase of the process, we hope to enter into contractual negotiations with one Apparently Successful Vendor (ASV) with a view to finalizing a contract to supply. Award of contract will depend on a satisfactory outcome to these negotiations. Unsuccessful respondents will be notified subsequently.

## Funding

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

## Additional 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.

## Quantity/Usage

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

**SECTION 2**

# SCHEDULE

This RFQ 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 items that are due on a specific date must be received in Olympia, WA by 4:00 p.m. local time, Olympia, WA.

**DATE & TIME EVENT**

|  |  |
| --- | --- |
| September 26, 2022 | RFQ Issued |
| October 3, 2022 | Final Vendor Questions and Comments due 12 (noon) PST |
| October 4, 2022 | State’s Final Written Answers issued |
| October 10, 2022 | Responses due 12 (noon) PST |
| October 3, 2022- October 7, 2022 | Evaluation period begins |
| October 12, 2022 | Announcement of ASV |
| October 14, 2022 | Vendor Request for Optional Debriefing due 12 (noon) PST |
| October 17, 2022 | Optional Vendor Debriefings |
| October 31, 2022 | \*\*Contract Effective on or before and made available for purchases |

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

**SECTION 3- Instructions to Responding Vendors**

1.

## RFQ Coordinator (Proper Communication)

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

Contact Name: Jessica Smith

E-mail Address: jessica.smith@watech.wa.gov

 Phone: (360) 407-8655

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

## 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 4:00 p.m. 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 web site at: [www.cts.wa.gov](http://www.cts.wa.gov)

## Vendor Complaints Regarding Requirements and Specifications

Vendors may submit specific complaints in writing to the RFQ Coordinator, if Vendor believes requirements exist that unduly constrain competition. The complaint must be made in writing to the RFQ 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.

## 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) separate files 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 RFQ revisions issued, if any; and

The Response to the Vendor requirements

File entitled--- Volume 2:

The Responses to the financial requirements

The cost response in a completed *Cost Model*

Vendor’s signed and completed *Certifications and Assurances*

Vendor’s exceptions and/or proposed revisions to the Contract

Vendor’s *MWBE Certification* (Appendix C), if applicable

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

## Response Requirements

**Please pay attention to the following:**

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

* 1. 1. 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:

For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor’s proposed Software/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) and Desirable Scored (DS) items, the Response must always indicate explicitly whether or not the Vendor's proposed Vendor’s Software/Services will accomplish each requirement or are desirable as it relates to the service(s) proposed.

* + 1. Response prices must be submitted using form provided. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
		2. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

## Delivery of Responses

All proposals must arrive via an attachment to e-mail to the RFQ Coordinator at the email address above, on the proposal due date and time stated in Section 2. Responses arriving in in the RFQ 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 RFQ 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.

## Proprietary or Confidential Information

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.

## 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.

## 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.

## Administrative Clarifications

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

## Amendments/Addenda

CTS reserves the right to change the Schedule or other portions of this RFQ 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.

## Right to Cancel

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

## 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 offers 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.

Vendor must certify that it is in compliance with applicable provisions of Governor Inslee’s Proclamation 21-14.3, amending Proclamations 20-05 and 20-14, et seq., regarding mandatory vaccinations against the virus that causes Covid-19 for any representative of Vendor who will enter state property (as defined therein).

## 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.

## 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. CTS reserves the right to cancel the procurement at any time during the procurement or resulting contract negotiation process.

## Non-Endorsement and Publicity

In selecting a Vendor to supply Software/Services 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.

## Optional Vendor Debriefing

Only 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 RFQ 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.

## 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*.

## Selection of Apparently Successful Vendor

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 RFQ; and (2) receives the highest number of total points as described herein. The date of announcement of the ASV will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

* 1. **Allowable Additions**

Vendor may revise its offerings to reflect changed Services appropriate to the scope of the Contract and may submit new Services with associated prices subject to provisions set forth in the Contract terms and conditions. New or changed 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.

**SECTION 4- Requirements**

## (M) Vendor Requirement

Vendor must be an authorized Eaton UPS Battery reseller. Vendors must submit as an attachment to their Response certification of their status as an authorized Eaton UPS Battery Reseller, including either: 1) a copy of the Reseller Agreement and 2) a certificate or letter from the Manufacturer stating the Vendor's compliance with this requirement.

## (M) Shipping, Handling and Delivery

All Products must be shipped to the SDC loading dock located at 532 16th Ave. SE, Olympia, WA. Unless declared separately on quotations, no additional shipping, handling or transaction processing costs will apply. Delivery is not deemed to be complete until the transfer of all the goods, services and supporting documentation including all contractual rights and licenses granted by the provider have been accepted by CTS.

## (M) Products

Vendor must provide: DataSafe HX Front Terminal 16HX550F-FR 16Vdc 550WPC VRLA Replacement batteries, and DataSafe HX Top Terminal 12HX35FR 12V 35WPC VRLA Replacement batteries and associated hardware components subject to the requirements of this RFQ and *Proposed Contract*, Appendix B. All Products supplied by Vendor for delivery must be of new and original manufacture.

## (M) Installation

Vendor must provide installation services. Installation must include:

1. Removal of old battery(ies) and replacement with new battery(ies) with included replacement hardware for mounting in CTS’ cabinets as directed by CTS’ critical infrastructure staff.
2. Connecting new replacement batteries to CTS’ Cellwatch monitoring system and verifying that the monitoring system in operational.

Vendor is responsible for removal and proper disposal (according to Environmental Protection Agency (EPA) standards and any other requirements) of all old batteries.

## (M) Vendor Profile(s)

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

1. The reseller’s legal entity — for example, a private or public corporation — together with its name and registered address.
2. The total number of years the reseller’s legal entity has been in business and, if appropriate, the number of years under the present business name.
3. Number of employees with immediately relevant certifications- please list the relevant certifications associated with the number of employees.

## (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: | Fax: | E-mail: |

## (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.

## (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.

## (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Software/Servicesrequested by this RFQ experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number. Vendor must describe 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 RFQ may be jeopardized by selection of the Vendor.

## (M) Prevailing Wage Requirements

This Agreement is subject to Prevailing Wage requirements. The hourly wages to be paid laborers, workmen or mechanics, pursuant to this Agreement, shall not be less than the prevailing rate of wage for an hour’s labor in the same trade or occupation in the locality within the State where the labor is performed. By submission of a completed Response, Contractor agrees to comply with all provisions of this statute (Prevailing Wages on Public Works, Chapter 39.12 RCW). In addition to penalties imposed by Department of Labor and Industries for noncompliance, CTS reserves the right to determine the Contractor non-responsive to future solicitations (WAC Paragraph 236-48-093) and/or impose other restrictions as allowed by current policy.

The Contractor shall complete, file, and pay all filing fees for the "Statement of Intent to Pay Prevailing Wages" and the "Affidavit of Wages Paid" as required by the Department of Labor & Industries.

## Site Security

* 1. 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 A, 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.

**SECTION 5 –FINANCIAL QUOTE**

## 5.1 (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 Services as described herein.

## 5.2 (M) Financial Grounds for Disqualification

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

**5.3 (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*.

**5.4 (M) Miscellaneous Expenses**

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. Vendor must include in its rates for installation all travel to and from CTS’ facility. CTS will *not* pay vendor a separate cost for travel to and from CTS’ facility.

**5.5 (M) Price Protection**

For the entire term(s) of the Contract, the Vendor must guarantee to provide the Products at the proposed rates or lower. Product rates cannot increase during any term of the Contract. In the event Vendor is providing the products at a lower rate, CTS shall be entitled to the lower rate.

After the five year initial term ends, Price List cost increases shall not exceed five (5%) percent increase in any one year above the immediately preceding year’s fee.

 **5.6 (M) Completion of Cost Model**

The Vendor must follow the instructions set forth below to complete the form in Appendix E, *Cost Model*, which will be the basis for evaluation of the Financial Response.

**SECTION** **6-Evaluation Process**

## 6.1 Overview

The Vendor who meets all of the RFQ requirements and receives the highest number of total points as described below in the Section, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with CTS.

## 6.2 Administrative Screening

Responses will be reviewed initially by the RFQ 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.

## 6.3 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. 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.

## 6.4 Vendor Scoring

The Vendor offering the highest discount off of the MSRP for each Battery type and the lowest hourly price, for Business and Non-Business hours for Installation Services as identified in Appendix E*, Vendor Pricing* will be the only Vendor to be awarded the maximum number of points available for each category. All other responses will receive a percentage of the total points available for that category equal to the percentage difference between their discount/hourly price and the highest discount/hourly price for that category. The financial evaluation team will calculate the financial score for the Price Scoring section of the Response using Vendor’s Section B, *Appendix E*.

**Section A - Fixed Percentage Discount from MSRP:**

The two (2) discount categories in the Appendix E, *Vendor Pricing* comprise the scored financial component of Section A on Appendix E.

Discount categories in Section A of *Appendix E* require a fixed discount off of the MSRP as of the date this RFQ was released. Each category has been assigned a point value, which is based on a percentage of the total points available for that particular category.

The overall highest possible point total that a response can accumulate for Section A is 200 points.

The following is an example of the scoring models to be used for awarding points for the financial components for RFQ 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.

Batteries

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor’s discount quoted (%) for 16V BatteryHighest Discount Submitted (%) | **X** | 150 | = | Total 16V Battery Points Awarded(T16VBP) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor’s discount quoted (%) for 12V BatteryHighest Discount Submitted (%) | **X** | 50 | = | Total 12V Battery Points Awarded(T12VBP) |

**Section B - Fixed Hourly Rate**:

The two (2) discount categories in the Appendix E, *Vendor Pricing* comprise the scored financial component of Section B on Appendix E.

The two services categories in Section B of *Appendix E* require a fixed hourly price – one for Business Hours and one for Non-Business Hours (See Section 1.5 *Definitions*). Each category has been assigned a point value, which is based on a percentage of the total points available for that particular category.

The overall highest possible point total that a response can accumulate for Section B is 200 points.

The following is an example of the scoring models to be used for awarding points for the financial components for RFQ 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.

Installation Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor’s hourly price quoted Business HoursLowest Hourly Submitted  | **X** | 100 | = | Total Installation Services - BH Points Awarded(TISBHPA) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor’s hourly price quoted Non-Business HoursLowest Hourly Submitted  | **X** | 100 | = | Total Installation Services - NBH Points Awarded(TISNBHPA) |

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:

|  |
| --- |
| T16VBP + T12VBP + TISBHPA **+** TISNBHPA **= Vendor Response Total Score (VRTS)** |

**6.6 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:

|  |  |
| --- | --- |
| Section A - Fixed Percentage Discount from MSRP* Total 16V Battery Points
* Total 12V Battery Points

Section B - Fixed Hourly Rate* Total Installation Services - BH Points
* Total Installation Services - NBH Points Awarded
 | 150 points 50 points100 points 100 points  |
| TOTAL | 400 Points |

## 6.7 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 ten (10) business days 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 RFQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer 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 offer or, 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 RFQ, 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 contractor. 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 contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

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 & Procurement Manager 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 & 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 Chief Legal Services Officer, whose opinion is final.

Vendors may appeal the Contracts & Procurement Manager 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 Contracts & Procurement Manager decision. Decisions made by the Director or designee are final.

In the event the Contracts & Procurement Manager has a conflict of interest, the protest or appeal will be managed by a CTS senior level manager appointed by 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**

**A. (MS 200) Fixed Percentage Discount from List Price**

For each product grouping below, provide the Manufacturer’s Suggested Retail Price (MSRP), as of the date this RFQ was released, in the shaded boxes provided. For each product grouping, provide the Manufacturer’s SKU for each product and a single discount figure to be applied to all items within the product group. Please identify Products below and add additional lines as may be needed.

•Vendors must complete the **yellow** shaded cells with one number. Additions, revisions, edits or notations will be NOT be accepted and vendor will be disqualified.

**A.1 (MS 150) 16V Replacement Batteries**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product** | **SKU** | **MSRP** | **Quantity** | **Total** | **% Discount from MSRP for 16V Replacement Batteries** |
| DataSafe HX Top Terminal 16HX550F FR 16Vdc 550WPC VRLA replacement batteries |  | $  | 1,200 |  | **%** |

**A.2 (MS 50) 16V Replacement Batteries - Ongoing Purchases**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product**  | **SKU** | **MSRP** | **Quantity** | **Total** | **% off MSRP for 16V Replacement Batteries**  |
| DataSafe HX Top Terminal 16HX550F FR 16Vdc 550WPC VRLA replacement batteries |  | $  | 1,200 |  | % |

**A.3 (MS 50) 12V Replacement Batteries**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product** | **SKU** | **MSRP** | **Quantity** | **Total** | **% Discount from MSRP for 12V Replacement Batteries** |
| DataSafe HX Top Terminal 112HX35FR 12V 35WPC VRLA replacement batteries |  | $ | 120 |  | **%** |

**A.4 (MS 50) 12V Replacement Batteries - Ongoing Purchases**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product**  | **SKU** | **MSRP** |  |  | **% off MSRP for 12V Replacement Batteries**  |
| DataSafe HX Top Terminal 112HX35FR 12V 35WPC VRLA replacement batteries |  | $ | 120 |  | % |

**B. (MS 200) Installation Services**

CTS is asking for an hourly rate for Installation Services for both Business Hours and Non-Business Hours.

**B.1 (MS 100)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Hourly Rate for Installation Services – Business Hours** | **Cost****$** | **Hour required** | **Total** |

**B.2 (MS 100)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Hourly Rate for Installation Services – Non-Business Hours** | **Cost****$** | **Hour required** | **Total** |

APPENDIX F

**A Few Critical Things to Keep in Mind**

**When Responding to an RFQ 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 RFQ 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 RFQ Coordinator by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for an RFQ are posted on the State’s website and will include all questions asked and answered concerning the RFQ.

**4.** \_\_\_\_\_\_\_ **Follow the format required in the RFQ** 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 RFQ 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 RFQ.

**7.** \_\_\_\_\_\_\_ **Review and read the RFQ 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 RFQ 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.

Exhibit A – 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 CTS.
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.