Request for Quotation

N21-RFQ-026

for

Systems Engineering & Problem-Solving Training

by the

Washington State

Consolidated Technology Services

Released

**June 28, 2021**

**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).

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

## 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 and equipment 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 here if needed)

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 is seeking to procure a systems engineering & problem-solving curriculum for state employees to employ in the execution of their duties and responsibilities to the state of Washington. The curriculum is expected to consist of the frameworks, principles, processes, concepts, methodologies, and approaches on how to design, integrate, & manage complex systems over their life cycles. The curriculum is expected to be delivered (virtually) to ten remote learners consisting of senior IT professionals.

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

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 purchasing contract for three years. Individual purchases made under this contract may have a stated term which is different from this Contract, however, the individual purchase term cannot extend 12 months beyond the end of this Contract Term.

## 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.

“**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.

“**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.

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

## Overview of Solicitation Process

## The evaluation process will comprise:

1. A preliminary examination of the completeness and validity of responses and
2. A commercial and technical evaluation to determine compliance with requirements, which may require a demonstration or proof of concept, references and support certification.

## Award of Contract

After completing the evaluation phase of the process, 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.  Any contract awarded as a result of this procurement is contingent upon the availability of funding.

**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 times are local time, Olympia, WA.

**DATE & TIME EVENT**

|  |  |
| --- | --- |
| *June 28, 2021* | RFQ Issued |
| *July 2, 2021*  | Final Vendor Questions and Comments due |
| *July 6, 2021* | State’s Final Written Answers issued |
| *July 12, 2021* | Responses due |
| *July 13, 2021* | Evaluation period begins |
| *July 16, 2021* | Announcement of ASV. |
| *July 19, 2021* | Vendor Request for Optional Debriefing due |
| *July 20, 2021* | Optional Vendor Debriefings |

**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.

## 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: **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 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 as 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.

Except as otherwise stated below, the Chief Legal Services Officer will review protests on behalf of the agency. Vendors may appeal the Chief Legal Service Officer’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 Chief Legal Service Officer’s decision. Decisions made by the Director or designee are final.

## 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 one file containing what is listed below.

File entitled--- Volume 1:

The cost response in a completed Appendix E *Cost Model*

Vendor’s signed and completed *Certifications and Assurances*

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

Vendor’s *MWBE Certification*, if applicable

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

## 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.

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.

## 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 accept CTS’ Purchase Order in Appendix B, by signing the *Certifications and Assurances* located in Appendix A.

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 ASV will be expected to accept the Purchase Orderfor the services being procured in this RFQ. If the selected Vendor fails to accept the Purcahse Order, CTS may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation.

## Incorporation of Documents into Contract

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

## 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) 753-9693.

## 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 CTSto make any purchases.

## 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 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.

## 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.

**SECTION 4**

 **Requirements**

**As stated in the Certification and Assurances, by submitting a Response, you are agreeing to the following requirements, which will be incorporated by reference into the awarded contract. Any proposed alteration in the requirements will result in disqualification.**

## Vendor Requirement

Vendor must be an authorized reseller, or the original manufacturer. If the Vendor is a reseller, Vendor must submit as an attachment to their Response certification of their status as an authorized 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.

## 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.

## (D) Vendor Employee Arbitration Clause

Pursuant to Executive Order 18-03, CTS seeks to contract with qualified Vendors that can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. Please demonstrate or certify.

**SECTION 5**

**FINANCIAL QUOTE**

**As stated in the Certification and Assurances, by submitting a Response, you are agreeing to the following requirements, which will be incorporated by reference into the awarded contract. Any proposed alteration in the requirements will result in disqualification.**

## Overview

CTS seeks to acquire the Software/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 Software/Services as described herein.

## Financial Grounds for Disqualification

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

* 1. **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. **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.

* 1. **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.

* 1. **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**

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.

## 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.

Technical defects in Responses. CTS reserves the right to excuse one or more technical defects in a Response but only where the non-compliance (1) does not deprive the state or local government of the assurance that the contract will be entered into and performed and (2) does not confer a competitive advantage on the bidder.

## Selection of Apparently Successful Vendor

The overall lowest priced vendor will be announced as the ASV, based on cost of products meeting all specification requirements. CTS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within seven (7) 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**

*For Systems Engineering & Problem-Solving Training*

Issued by the State of Washington

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

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

The attached Response is a firm offer for a period of *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. By submitting a Response, we are agreeing to each of the bid Requirements, which are incorporated by reference into the awarded contract.

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 0, *Contract* *Requirements*).

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

**APPENDIX B**

**CTS’ PURCHASE ORDER Terms and Conditions**

1. **DEFINITIONS:** “Buyer” means the Washington State Consolidated Technology Services (CTS). “Seller” means the person, firs or other entity supplying the goods furnished under this Purchase Order, and includes all sales or other agents, subcontractors, employees and distributors thereof.
2. **ACCEPTANCE:** This Purchase Order is limited to acceptance of the express terms of the offer contained herein, and notification of objection to any difference or additional terms in any Seller’s response is hereby given. This purchase order constitutes an offer by the Buyer to purchase the goods specified upon the terms and conditions, and at the price(s) and delivery date specified herein. Seller shall indicate its acceptance 1) in writing on the face of this purchase order received by Buyer 2) by other written confirmation received by Buyer, or 3) by the delivery of goods within the time of delivery stated herein. If this purchase order is an acceptance of Seller’s offer, acceptance is expressly conditioned on Seller’s acceptance to any additional terms contained herein. If this purchase order is used to order goods pursuant to a contract this purchase order shall supplement the terms of such contract only to the extent the terms and conditions of this purchase order are not inconsistent.
3. **ENTIRE AGREEMENT:** The terms and conditions of this purchase order include all document and exhibits attached hereto and all other terms incorporated by reference. This purchase order shall constitute the final and complete expression of the agreement between Buyer and Seller and may not be modified or rescinded except by a writing issued by Buyer.
4. **GOVERNING LAW AND VENUE**: This purchase order shall be governed in all respects by the law and statutes of the State of Washington including without limitation the Uniform Commercial Code as enacted by Washington State as RCW 62A. The jurisdiction and venue of any action hereunder shall be in the Superior Court of Washington for Thurston County.
5. **Shipping, Delivery AND rISK OF lOSS:** Seller acknowledges that time is of the essence with regard to this purchase order. All deliveries must be complete and delivered as specified herein unless Seller has obtained prior written approval from Buyer. Incomplete, non-conforming deliveries or backorders will not be accepted and are subject to return at the Seller’s expense. Unless otherwise agreed to, all risk of loss or damage to goods shall remain Seller’s until delivered to and accepted by Buyer at the delivery point specified herein and such loss, injury, or destruction shall not release Seller from any obligation hereunder. Title to goods shall pass to Buyer no later than time of delivery provided that Buyer’s right to reject non-conforming goods is not prejudiced. All invoices, packing lists, packages, shipping notices, and any written documents concerning shipping, receiving or invoices shall contain the applicable Purchase Order number. Packing lists of the contents shall be enclosed in each and every box or package shipped pursuant to this Purchase Order. Unless otherwise specified, all products are to be shipped prepaid, DAP or DDP (Incoterms 2010) Buyer’s location.

**6. ORDER OF PRECEDENCE:** In the event of a conflict between this purchase order and referenced hereing, the conflict shall be resolved by giving precedence as follows: 1) If applicable, the contract previously entered into between the parties that this purchase order is issued pursuant to; 2) this purchase order; 3) If applicable, any Buyer Request for Proposal/Quotation or other solicitation document used in conjunction with this purchase order; 4) If applicable, Seller’s response to solicitation document

**7. Payments, Cash Discount, & LATE Payment Charges:** Unless agreed upon otherwise, payments shall be due and payable within thirty (30) calendar days after receipt and acceptance of products or services. Invoices will not be processed for payment nor will the period for computing applicable cash discounts commence until receipt of a properly completed invoice or receipt of products, whichever is later. If an adjustment is necessary due to damage or rejection of products or services, the cash discount period shall commence on the date final approval for payment is authorized by CTS. Pursuant to chapter 39.76 RCW, if Buyer fails to make timely payment, Seller may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or postmarked within the time specified, or if no time is specified, within thirty days. Normally payments to Sellers will be remitted by mail. The Buyer shall not honor drafts, or accept products on a sight draft basis. No payment is final acceptance of products or services nor is it a waiver by Buyer of any of its rights or remedies under this Purchase Order.

**8. Taxes:** Buyer will pay sales or use taxes imposed on the products or services. Seller will pay all other taxes including, but not limited to, Washington Business and Occupation Tax, taxes based on the Seller’s income, and personal property taxes levied or assessed on Seller’s personal property.

**9. SAVE HARMLESS:** Seller shall protect, indemnify, and save Buyer harmless from and against any damage, cost, or liability resulting from any claim, including reasonable attorneys’ fees, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Seller, its officers, employees, agents, or subcontractors in performance of this purchase order.

**10. Warranties:** In addition to any warranties provided by statute or common law, Seller expressly warrants that products supplied under this Purchase Order shall be in good operating condition, merchantable, of new manufacture and conform to their published specifications. Product shall be fit for the purpose for which such products are ordinarily employed, except that if a particular purpose is stated, the products shall then be fit for that purpose.

**11. PERFORMANCE BASED CONTRACTING:** This purchase order is made on good faith of the Seller’s successful performance of deliverables stated herein.  If Seller does not successfully perform, CTS shall initiate a dispute claim with the Seller, or other legal recourse, to request a partial or full refund of any payment made to the Seller.

**12. ANTI-TRUST:** Seller and Buyer recognize that overcharges resulting from antitrust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to Buyer any and all claims for such overcharges for products and services purchased hereunder.

**13. INFRINGEMENTS:**  Seller, at its expense, shall defend, indemnify, and save Buyer harmless from and against any claims against Buyer that any product or services supplied hereunder, or Buyer’s use of the product or service terms of this Purchase Order, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Seller shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys’ fees awarded by a court or incurred by Buyer. If any such products or services are held to constitute infringement or their use is enjoined, Seller, if unable within a reasonable time to secure the right for Buyer to continue to use such goods or services, by suspension of the injunction, by procuring for Buyer a license or otherwise, will at the option of Buyer and at Seller’s own expense either replace such product or service with non-infringing products or services, or modify them so the products or services become non-infringing, or remove the infringing products and stop the infringing services and refund all sums paid by Buyer. Seller’s indemnifications to Buyer set forth in this Section shall survive acceptance and payment for the products and services by Buyer.

**14. COMPLIANCE WITH CIVIL RIGHTS LAWS:** Seller hereby assures its compliance with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.;* the Americans with Disabilities Act (ADA); and chapter 49.60 RCW, Washington Law Against Discrimination. In the event of Seller’s noncompliance, this Purchase Order may be rescinded or terminated in whole or in part. In addition, Seller may be declared ineligible for further contracts with Buyer, and Seller may be subject to penalties under federal and state law.

**15. WAIVER:** The acceptance by Buyer of late performance, with or without objection or reservation, shall not constitute a waiver of the right to claim damage for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Seller. Waiver of any breach of any term or condition of this Purchase Order shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Purchase Order shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

**16. CANCELLATION:** At Buyer’s sole discretion and without penalty from Seller, Buyer may cancel all (or any portion of) any order of products or services at any time by giving Seller fifteen (15) day prior written notice of the cancellation. For partially shipped orders Buyer will, at Buyer’s option, return or purchase received and accepted products or services. Buyer will provide payment for services performed and accepted by Buyer. Term maintenance services will be paid at a pro-rated amount to be determined by Buyer and Seller.

**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.

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| --- | --- | --- |
| **MBE FIRM NAME** | **\*MBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
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|  |  |  |
|  |  |  |
| **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 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 & 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 & Procurement Manager, whose opinion is final.

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

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

Vendor must complete the yellow shaded cells in the table in Section B *Vendor Pricing* below. The services proposed must satisfy the description in Section A *Scope* below.

Vendors’ costs identified in Section B shall be the cost(s) at which CTS orders Vendor’s Services and represent not-to-exceed pricing.

1. **Training Scope**
2. Training Overview & Objective:

Provide in-depth training course on the framework, principles, practices, processes, techniques, & methodology of Systems Engineering & Problem-Solving.

Systems engineering is defined as a methodical, disciplined approach for the design, realization, technical management, operations, and retirement of a system.

The Systems Engineering & Problem-Solving course curriculum shall contain the following subject matter:

* Fundamentals of Systems Engineering
* Systems Thinking
* Systems Design & Synthesis
* Systems Engineering Project Management (SEMP)
* Mapping System Requirements
* Cloud Systems Engineering (focused on Azure & AWS)
* Model Based Systems Engineering (MBSE)
* Agile Systems Engineering
* Systems Modeling & Simulation
* Developing User Requirements
* Requirements Engineering
* Fundamentals of Problem Solving
* Systems Thinking Application(s)
* Problem Solving Process
* Root Cause Analysis
* Risk Assessment
* Prioritization Techniques

The course curriculum shall lead up to a capstone project which will demonstrate a student’s understanding of the following systems:

* Data Center
* Networks
* Applications
* Infrastructure
* IT Services
* Cloud Services (Azure & AWS)
1. Training Timeline:

The course shall be provided over the following dates/times:

* August 16-20, 2021 (Monday through Friday) from 08:00am to 4:30pm.
* September 20-24, 2021 (Monday through Friday) from 08:00am to 4:30pm.
* October 04-08, 2021 (Monday through Friday) from 08:00 to 16:30.
1. Training Deliverables:

The vendor shall provide seating & digital (i.e. softcopy) training materials for 10 students attending remotely.

The vendor shall memorialize the course into Professional Certificates to be used to account for Continuing Education credits/units (as applicable & appropriate).

1. Special Circumstances:

The course shall be administered virtually (i.e. remotely) with no resident classroom instruction component using one of the following online tools: WebEx, Zoom, or MS Teams.

1. **Vendor Pricing**

|  |  |  |
| --- | --- | --- |
| **Service** | **Rate Unit** | **Rate** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total Cost | $ |