

REQUEST FOR QUOTATION NUMBER T13-RFQQQ-014

FOR

**MAINTENANCE SERVICES FOR CTS NODE SITE
EMERGENCY POWER GENERATORS**

BY THE

WASHINGTON STATE

CONSOLIDATED TECHNOLOGY SERVICES

Released on:

Table of Contents

| | |
|---|-------------------------------------|
| 1. INTRODUCTION | ERROR! BOOKMARK NOT DEFINED. |
| 1.1 Background..... | Error! Bookmark not defined. |
| 1.2 Acquisition Authority | Error! Bookmark not defined. |
| 1.3 Purpose..... | Error! Bookmark not defined. |
| 1.4 Contract Term | Error! Bookmark not defined. |
| 1.5 Definitions..... | Error! Bookmark not defined. |
| 1.6 Single Use | Error! Bookmark not defined. |
| 1.7 Single Award | Error! Bookmark not defined. |
| 2. SCHEDULE | ERROR! BOOKMARK NOT DEFINED. |
| 3. ADMINISTRATIVE REQUIREMENTS | ERROR! BOOKMARK NOT DEFINED. |
| 3.1 RFQQQ Coordinator (Proper Communication)..... | Error! Bookmark not defined. |
| 3.2 Optional Letter of Intent | Error! Bookmark not defined. |
| 3.3 Vendor Questions..... | Error! Bookmark not defined. |
| 3.4 Vendor Comments Invited..... | Error! Bookmark not defined. |
| 3.5 Vendor Complaints Regarding Requirements and Specifications | Error! Bookmark not defined. |
| defined. | |
| 3.6 Response Contents..... | Error! Bookmark not defined. |
| 3.7 (M) Number of Response Copies Required..... | Error! Bookmark not defined. |
| 3.8 (M) Response Presentation and Format Requirements... | Error! Bookmark not defined. |
| 3.9 Delivery of Responses | Error! Bookmark not defined. |
| 3.10 Cost of Response Preparation | Error! Bookmark not defined. |
| 3.11 Response Property of CTS..... | Error! Bookmark not defined. |
| 3.12 Proprietary or Confidential Information | Error! Bookmark not defined. |
| 3.13 Waive Minor Administrative Irregularities | Error! Bookmark not defined. |
| 3.14 Errors in Response | Error! Bookmark not defined. |
| 3.15 Amendments/Addenda..... | Error! Bookmark not defined. |
| 3.16 Right to Cancel | Error! Bookmark not defined. |
| 3.17 Contract Requirements..... | Error! Bookmark not defined. |
| 3.18 Incorporation of Documents into Contract | Error! Bookmark not defined. |
| 3.19 Best and Final Offer..... | Error! Bookmark not defined. |
| 3.20 No Costs or Charges | Error! Bookmark not defined. |
| 3.21 Minority and Women’s Business Enterprises (MWBE). | Error! Bookmark not defined. |
| 3.22 No Obligation to Contract/Buy..... | Error! Bookmark not defined. |
| 3.23 Non-Endorsement and Publicity..... | Error! Bookmark not defined. |
| 3.24 Withdrawal of Response | Error! Bookmark not defined. |
| 3.25 Optional Vendor Debriefing | Error! Bookmark not defined. |
| 3.26 Protest Procedures..... | Error! Bookmark not defined. |
| 3.29 Selection of Apparently Successful Vendor | Error! Bookmark not defined. |
| 3.27 Electronic Availability..... | Error! Bookmark not defined. |
| 4. VENDOR REQUIREMENTS | ERROR! BOOKMARK NOT DEFINED. |
| 4.1 (M) Vendor Profile | Error! Bookmark not defined. |
| 4.2 (M) Vendor Organizational Capabilities | Error! Bookmark not defined. |

| | | |
|-----------|---|-------------------------------------|
| 4.3 | (M) Vendor Account Manager..... | Error! Bookmark not defined. |
| 4.4 | (M) Regional Support Location..... | Error! Bookmark not defined. |
| 4.5 | (M) Vendor Licensed to do Business in Washington..... | Error! Bookmark not defined. |
| 4.6 | (M) Technician Experience and Training..... | 15 |
| 4.7 | (M) Vendor Staff Responsibilities for Site Security..... | 16 |
| 4.8 | (MS 100) Client References..... | Error! Bookmark not defined. |
| 4.9 | (M) No Use of Subcontractors..... | 16 |
| 4.10 | (M) Prior Contract Performance..... | Error! Bookmark not defined. |
| 4.11 | (M) Insurance..... | Error! Bookmark not defined. |
| 5. | TECHNICAL SPECIFICATIONS..... | ERROR! BOOKMARK NOT DEFINED. |
| 5.1 | (M) Preventative Maintenance Services..... | 19 |
| 5.2 | (M) Reports..... | 20 |
| 5.3 | (M) Scheduling Preventative Maintenance..... | 20 |
| 5.4 | (MS 150) Preventative Maintenance Oversight and Problem Solving:..... | 20 |
| 5.5 | (M) Miscellaneous..... | 21 |
| 5.6 | (M). REMEDIAL MAINTENANCE SERVICE REQUIREMENTS..... | 21 |
| 5.7 | (MS 150) Remedial Maintenance Oversight and Problem Solving:..... | 21 |
| 5.8 | (M) Remedial Maintenance Miscellaneous..... | 22 |
| 5.9 | (M) Prevailing Wage Requirements..... | 22 |
| 6. | FINANCIAL QUOTE..... | ERROR! BOOKMARK NOT DEFINED. |
| 6.1 | Overview..... | Error! Bookmark not defined. |
| 6.2 | Financial Grounds for CTSqualification..... | Error! Bookmark not defined. |
| 6.3 | Taxes..... | 23 |
| 6.4 | (MS 600) Completion of Financial Response Form..... | Error! Bookmark not defined. |
| 6.5 | (M) Price Decrease Guarantee..... | Error! Bookmark not defined. |
| 7. | EVALUATION PROCESS..... | ERROR! BOOKMARK NOT DEFINED. |
| 7.1 | Overview..... | Error! Bookmark not defined. |
| 7.2 | Administrative Screening..... | Error! Bookmark not defined. |
| 7.3 | Mandatory Requirements..... | Error! Bookmark not defined. |
| 7.4 | Allocation of Points..... | Error! Bookmark not defined. |
| 7.5 | Qualitative Review and Scoring..... | Error! Bookmark not defined. |
| 7.6 | Vendor Total Score..... | Error! Bookmark not defined. |
| 7.7 | Selection of Apparently Successful Vendor..... | Error! Bookmark not defined. |

APPENDICES

- Appendix A: *Certifications and Assurances***
- Appendix B: *Proposed Contract***
- Appendix C: *MWBE Participation Form [if applicable]***
- Appendix D: *Protest Procedures***
- Appendix E: *Cost Model***
- Appendix F: *Response Checklist***
- Appendix G: *Client Reference Form***
- Appendix H: *Node Site Information***

SECTION 1

1. INTRODUCTION

1.1 Purpose

The CTS data center is one of the largest in the Northwest, combining both client server and mainframe computing in a secure, controlled environment. CTS also maintains network-related node sites in cities around Washington State and provides services to customers that expand the traditional “data center” concept. CTS’ customers include, but are not limited to, State agencies, counties, municipalities, cities, and other tax-supported entities residing in Washington State. CTS owns and operates six (6) emergency power generators at its remote network node sites. These generators supply electrical energy to network components during times of utility power outage and building electrical maintenance or construction. The generator systems are critical to the delivery of 7x24x365 services to statewide customers.

The purpose of issuing this Request for Quotation and Qualifications (RFQQ) is to establish a competitively awarded Agreement with one (1) Contractor for on-site Emergency Power Generator Maintenance Services, including Preventative and Remedial Maintenance Services for six (6) generators in five (5) cities (hereinafter referred to as “Services”). The Apparently Successful Vendor (ASV) will be required to enter into a contract with the CTS offering the specified services at designated locations at no more than the quoted prices.

1.2 Background

Consolidated Technology Services provides telecommunications, computing and digital government services to more than 200 government agencies, boards and commissions, local governments, tribal organizations and qualifying non-profits. CTS is a full cost recovery service provider. All of the costs associated with CTS services to include personnel, facilities, contracted service costs, equipment, taxes and maintenance are recovered in the rates that CTS charges its customers for its various services.

1.3 Acquisition Authority

Chapter 43.105 of the Revised Code of Washington (RCW) as amended establishes the Washington Technology Services Board (TSB). While the TSB does not purchase for agencies, it regulates the manner in which state agencies may acquire information technology equipment, software, and services.

1.4 Contract Term

If a contract is awarded the contract’s initial term shall be three years (3) commencing upon the date of execution by CTS. After the initial three-year period, CTS may extend the Contract for up to three (3) additional years in renewal increments of one (1) or more years.

1.5 Definitions

“**Apparently Successful Vendor**” (ASV) if a vendor is selected it shall mean the Vendor(s) who: best meets all the requirements of this RFQQ and is selected to provide the service.

“Business Days” or “Business Hours” shall mean Monday through Friday, 7 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

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

“CTS” shall mean the Washington State Consolidated Technology Services formerly the Washington State Department of Information Services (DIS).

“Delivery Date” shall mean the date by which the ordered Products must be delivered.

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

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

“Overtime” shall mean hours worked by Vendor staff pursuant to this Agreement outside of Business Hours.

“Products” shall mean individual items available on the Voice Mail Price list to include voice mail services and purchased services required to implement & maintain the services.

“Purchased Services” shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in the resulting Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 43.105.020.

“Purchaser” shall mean the Consolidated Technology Services.

“RCW” means the Revised Code of Washington.

“Remedial Maintenance Services” shall mean those Services as set forth in Section 5: *Remedial Maintenance Service Requirements*.

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

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

“State” shall mean the state of Washington.

“Statement of Work” (SOW)/Order Document shall mean the separate written agreement between Vendor and CTS for Vendor’s Services to be accomplished under the terms and conditions of the resulting Contract.

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

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

1.6 Single Use

This RFQQ is being issued for Purchaser’s exclusive use. The results of this RFQQ may not be used to satisfy the competitive requirements of any other agency that may choose to purchase similar Products directly from the Apparently Successful Vendor(s) (ASV).

1.8 Quantity/Usage

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

1.9 Funding

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

SECTION 2

2. SCHEDULE

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

| DATE & TIME | EVENT |
|-----------------------------|---|
| <i>November 2, 2012</i> | RFQQ Issued |
| <i>November 16, 2012</i> | Final Vendor Questions and Comments due |
| <i>November 21, 2012</i> | State's Final Written Answers issued |
| <i>November 30, 2012</i> | Responses due by 12 noon |
| <i>December 3, 2012</i> | Evaluation period begins |
| <i>December 17, 2012</i> | Announcement of ASV. |
| <i>December 20, 2012</i> | Vendor Request for Optional Debriefing due |
| <i>December 18-21, 2012</i> | Optional Vendor Debriefings |
| <i>January 11, 2013</i> | Contract Effective and made available for purchases |

CTS reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

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

3.1 RFQQ Coordinator (Proper Communication)

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of *Minority and Women's Business Enterprises*, (reference Subsection 3.21), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Michael Callahan, RFQQ Coordinator
Washington Consolidated Technology Services
1500 Jefferson Street SE
P.O. Box 41501
Olympia, Washington 98504-1501
Telephone: (360) 407-8765
Email: michael.callahan@cts.wa.gov

3.2 Vendor Questions

Vendor questions regarding this RFQQ will be allowed until the date and time specified in the *Schedule* (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFQQ Coordinator. 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:

<http://cts.wa.gov/procurement/procureannounce.aspx>

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the CTS web site will be considered official and binding.

3.3 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFQQ carefully, and submit any comments and recommendations to the RFQQ Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.4 Vendor Complaints Regarding Requirements and Specifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFQQ requirements early in the RFQQ process. Vendors may submit specific complaints to the RFQQ Coordinator, if Vendor believes the RFQQ unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFQQ Coordinator before the Response due date set forth in the *Schedule* (Section 2) but in no event less than ten (10) Business Days prior to the Response due date set forth in the Schedule (Section 2). The solicitation process may continue.

CTS will perform the review of the Vendor complaint. CTS must immediately forward a copy of the complaint to the Department of Enterprise Services (DES). CTS must also reply to the vendor with a proposed solution and advise DES of its reply.

If the vendor rejects CTS' proposed solution, the Vendor must notify CTS in writing if they decide to appeal CTS' decision. CTS must immediately forward a copy of the appeal to the Office of the Chief Information Officer (OCIO). The OCIO may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or may take other steps that it finds appropriate. The DES decision is final; no further administrative appeal is available.

3.5 Response Contents

The Response must contain information responding to all mandatory requirements contained in this RFQQ, completed client references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

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

Volume 1:

- 1) Vendor's cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any and identifying whether Vendors response contains any Proprietary or Confidential information
- 2) The Response to the Administrative and Vendor Requirements (Sections 3 & 4)
- 3) The Response to Technical and Service Requirements (Section 5)

Volume 2:

- 1) The Responses to the Financial Requirements and *Cost Model* (Section 6 and Appendix E)
- 2) Vendor's signed and completed *Certifications and Assurances* (Appendix A)
- 3) Vendor's exceptions and/or proposed revisions to the *Proposed Contract* (Appendix B)
- 4) 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.

3.6 Number of Response Copies Required

- 2 hard copies and 1 CDROM of Response Volume 1
- 2 hard copies and 1 CDROM of Response Volume 2
- 1 copy of manuals, brochures, or other printed materials, if submitted.

3.7 Response Presentation and Format Requirements.

The following requirements are mandatory in responding to this RFQQ. Failure to follow these requirements may result in Vendor disqualification.

- 3.7.1 The signature block in *Appendix A, Certifications and Assurances*, must be signed by a representative authorized to bind the Vendor to the offer. Once completed and signed, Appendix A shall be submitted with Vendor's response pursuant to Section 3.5.
- 3.7.2 Vendor must affirmatively respond to, and otherwise comply with, as outlined in each subsection, each question/requirement contained in Sections 4 through 5 of this RFQQ, and complete Appendices A, C, & E. Failure to comply with any applicable item may result in the Response being disqualified.
- 3.7.3 Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:

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

3.7.3.2 For each Mandatory scored (MS) requirement, the vendor must be able to provide the capability and required information and the item will be scored.

3.7.3.3 For each Desirable scored (DS) requirement (if any), the vendor should indicate whether or not they can provide the capability and if they can provide a response that will be scored.

- 3.7.4 Responses must be prepared on standard 8.5 x 11-inch loose-leaf paper and placed in three-ring binders with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.
- 3.7.5 Include Vendor name and the name, address, e-mail, facsimile and telephone number of the Vendor's authorized representative at the beginning of each volume of the Response.
- 3.7.6 Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.

- 3.7.7 Response prices must be submitted using the Price List and Rate worksheets at Appendix E. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
- 3.7.8 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.
- 3.7.9 All files in the Vendor's CD-ROM copy of the Response must be formatted in Microsoft Word, Microsoft Excel, or PDF.

3.8 Multiple Responses

Multiple Responses from a Vendor will be permissible; however, each Response must conform fully to the requirements for Response submission. Each such Response must be submitted separately and labeled as Response #1, Response #2, etc. on each page included in the Response.

3.9 Delivery of Responses

Vendors must submit all copies of their responses to:

Michael Callahan, RFQQ Coordinator
Consolidated Technology Services
Office of Legal Services

If via U.S. Mail
P.O Box 41501
Olympia, Washington 98504-1501

If via Hand Delivery or Overnight Courier:
1500 Jefferson Street SE
Olympia, Washington 98501

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFQQ Coordinator at the address specified in *RFQQ Coordinator*.

Responses must be received at CTS by the date and time specified. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. **Responses sent by facsimile or e-mail will not be accepted.** Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their Response. Late Responses will not be accepted and will be automatically disqualified from further consideration.

3.10 Cost of Response Preparation

CTS will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFQQ.

3.11 Response Property of CTS

All materials submitted in response to this solicitation become the property of CTS, unless received after the deadline in which case the Response is returned to the sender. CTS has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.12 Proprietary Information/Public Disclosure

Any information contained in the Response that is proprietary or confidential must be clearly designated in Vendor's Response. 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.

3.13 Waive Minor Administrative Irregularities

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

3.14 Errors in Response

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

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.15 Amendments/Addenda

CTS reserves the right to change the *Schedule* or other portions of this RFQQ at any time. CTS may correct errors in the solicitation document identified by CTS or a Vendor. 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. All changes must be authorized and issued in writing by the RFQQ Coordinator. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFQQ, a notice will be posted on the procurement web site at: <http://cts.wa.gov/procurement/procureannounce.aspx>

3.16 Right to Cancel

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

3.17 Contract Requirements

A Proposed contract based on the *Model Information Technology Contract Terms and Conditions* adopted by the ISB in December 2001 has been included as Appendix B.

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.

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. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. CTS expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

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's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.18 Incorporation of Documents into Contract

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

3.19 No Best and Final Offer

CTS reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.20 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.21 Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39, CTS encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. While CTS does not give preferential treatment, it does seek equitable representation from the minority and women's business community. Vendors who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm on Appendix C. For questions regarding the above, or to obtain information on certified firms for potential sub-contracting arrangements, contact Office of MWBE at (360) 753-9693.

3.22 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.

3.23 Non-Endorsement and Publicity

In selecting a Vendor to supply Products and/or Services to the state of Washington, the State is neither endorsing Vendor's Products or Services, 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.

3.24 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.25 Optional Vendor Debriefing

Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur

on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, CTS will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

3.26 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*.

3.27 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 RFQQ; and 2) has received the highest score as described in Section 7

The date of announcement of the ASV(s) will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

3.28 Electronic Availability

The contents of this RFQQ and any amendments/addenda and written answers to questions will be available on the CTS web site at: <http://cts.wa.gov/procurement/procureannounce.aspx>. The document(s) will be available in Microsoft Word & Excel.

SECTION 4

4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions set forth in Section 3 *Administrative Requirements*.

4.1 (M) Vendor Requirements

Vendor must provide the name, legal status (e.g., corporation, sole proprietor, etc.), address, telephone number and facsimile of the legal entity with whom CTS may execute any contract arising from this RFQQ.

4.2 (M) Vendor Profile

Vendor must provide a brief description of their company (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with providing emergency generator maintenance services. Description must include a summary of the vendor's experience with the services it is proposing in its procurement.

4.3 Reserved

4.4 (M) Vendor Account Manager

Vendor shall appoint a dedicated 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 Manager:

Address:

Phone:

Fax:

Email:

4.5 (M) Technician Experience and Training

The Vendor will provide Service Technicians with a minimum of one (1) year of recent experience and demonstrated knowledge, skills, and abilities in Emergency Power Generator Maintenance Services.

The Contractor will provide a) Service technicians who have been trained using standard industry practices and materials, b) Refresher training for its Service technicians regarding original equipment manufacturer modifications/ changes for each specific node site.

4.6 (M) Vendor Staff Responsibilities for Site Security

CTS has the exclusive right to control access to its data center facility and Node Sites and may deny such access to any individual including, without limitation, an employee or agent of Vendor. Vendor Staff are required to comply with all CTS security access clearance procedures.

4.7.1. No Vendor staff shall be allowed access to the CTS premises without a proper CTS identification cardkey.

4.7.2. Vendor staff shall wear their CTS cardkey at all times while on the premises of CTS.

4.7.3. Vendor staff shall not share their CTS cardkey with other staff to gain access to CTS facilities.

4.7.4. Vendor staff shall not allow access to other by opening doors or allowing someone to follow them into the CTS facility.

4.7.5. Vendor staff shall conform in all respects with physical, fire, security, safety and other regulations while on CTS' premises. Failure to comply with all regulations will be grounds for revoking or suspending security access to CTS facilities.

4.7.6. Vendor staff shall immediately notify CTS at the Security Control Center, (360) 902-3177, if a cardkey is lost or suspected to be lost.

4.7.7. Vendor shall immediately notify CTS in writing when staff in possession of a cardkey are reassigned or terminated.

4.8 (M) No Use of Subcontractors

CTS will *not* accept Responses that includes third party involvement. Subcontractors at any tier will not be approved by CTS.

4.6 (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.

4.7 (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Products requested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.

“Termination for Default” is defined as notice to Vendor to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

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

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.8 (M) Insurance

The ASV is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Proposed Contract.

4.9 (M) Performance Based Contracting

The Vendor must be willing to enter a performance based contract consistent with the expectations in Executive Order 10-07. State the Vendors ability to enter into a performance based contract.

4.10 (MS 100) Client References

The Vendor must provide a minimum of 2 references from its customers who are using the same or similar services to those required in this RFQQ. If the Vendor provides more than 2 references, CTS will only contact 2 references. At least one of the references must be from a government customer. CTS will use the *Client Reference Form (Appendix G)* to check references.

The Vendor must provide the following information for each Client Reference:

1. Company Name
2. Company Address
3. Type of Business
4. Name of Contact
5. Title of Contact
6. Phone Number and email address of Contact
7. Description of the Service provided
8. Total number of boxes
9. Date(s) of Installation

To the extent a response may give rise to confidentiality obligations, CTS will not sign an NDA to receive the information. Instead, please respond with sufficient information to enable CTS to evaluate and contact the Client Reference.

In the event that one of the provided references is a member of the evaluation team, CTS will contact the Vendor for an alternate reference. The alternate reference shall be provided in a timely manner and must be available during the evaluation period.

CTS will make one (1) attempt to contact the client and obtain a reference. CTS will leave voicemail and it is acceptable if a return call is received within the timeframe set forth in Schedule – Section 2. If a contact cannot be made, the reference will be disallowed. It is the Vendor's responsibility to provide CTS with references that will be timely and available during the evaluation period set forth in Schedule – Section 2.

CTS reserves the right to eliminate from further consideration in this RFQQ process any Vendor who, in the opinion of CTS, receives an unfavorable report from a Vendor. CTS also reserves the right to contact other Vendor Purchasers for additional references. CTS will not serve as a reference for any vendor.

SECTION 5

5. TECHNICAL AND SERVICE REQUIREMENTS

Vendors must respond to the following requirements per the instructions in Section 3 *Administrative Requirements*.

5.1 (M) Preventative Maintenance Services

The Contractor shall perform the following Preventative Maintenance Services -annually for each node site generator, on a schedule approved by CTS.

A. (M) Preventative Maintenance Service visits shall include the following:

1. Make an all-over visual inspection for oil, water or fuel leaks.
2. Inspect all hoses, and replace as needed.
3. Make a comprehensive visual inspection for surface rust and corrosion, and provide results in the Technician's Field Report.
4. Verify fuel supply.
5. Using a graduated rod, measure the depth of fuel in the tank. (In Seattle and Vancouver, measure the larger tank. Seattle and Vancouver have graduated rods.) Report the depth in inches in the Technician's Field Report.
6. Report the reading of the fuel gauge (if there is one) in the Technician's Field Report.
7. Test the coolant and adjust to acceptable climatic specification.
8. Pressure-test the cooling system, and tighten hose connections as required.
9. Inspect and tighten belts, and replace as needed.
10. Check engine heater operation.
11. Check for oil, moisture, and dirt; clean as necessary.
12. Check the battery charger operation and charging rate.
13. Report battery installation date in the Technician's Field Report.
14. Load test the batteries, check specific gravity, clean connections and renew the protective coating.
15. Check emergency system operation without load.
16. Check frequency and governor operation; adjust as necessary.
17. Check engine alternator and charge rate.
18. Check gauges, meters and CTSplay panels for proper operation and reading levels.
19. Check gen-set auto shutdown system and alarms.
20. Check automatic transfer switch and accessory operation (only on a building load exercise).
21. Perform emergency system operation with load transfer (with CTS' prior permission).
22. Check generator output voltage and adjust as necessary.
23. Inspect for rodent infestation.
24. Replace the engine oil and oil filter(s).
25. Replace the fuel filter(s).
26. Replace the air filter.
27. Take an oil sample prior to the oil change.
28. Take a coolant sample, prior to any adjustment of coolant.
29. Take sample from fuel tank.
30. Provide CTS Facility Services Manager each Field Sample Report within six (6) weeks. The Field Sample Report must include a layman's interpretation of the results and recommendations, if any.
31. Perform a 1-hour load bank exercise.

32. Include the results in the Field Technician's Report.
33. Inspect exhaust piping and associated components
34. Verify any generator status alarms report to BMS if installed

5.2 (M) Reports

The Contractor must provide two (2) written reports to CTS for each node site generator every time the Contractor performs Preventative Maintenance Services:

5.2.1. Technician's Field Report: Every time the Contractor performs Preventative Maintenance Services on a generator, the Technician will complete a Technician's Field Report (using Contractor's standard form) detailing the activity performed, and leave it with the CTS site contact on the day of Service.

5.2.2. Field Sample Report: Every time the Contractor takes oil and fuel samples, Contractor shall send them to a qualified testing lab. Contractor will ensure CTS receipt of the Field Sample Report within six (6) weeks of sampling.

5.2.3. Field Sample Reports shall be sent to:

Consolidated Technology Services
Attn: CTS CE Infrastructure Manager
PO Box 41520
Olympia, WA 98504-2445

5.3 (M) Scheduling Preventative Maintenance

The Contractor must schedule all Preventative Maintenance Services with CTS in advance:

5.3.1. Preventative Maintenance Services will normally be scheduled before or after Business Hours.

5.3.2. Contractor is responsible for scheduling Services for each node site generator by calling the CTS Facilities Office in Olympia, 360-902-3135, and requesting specific dates.

5.3.3. CTS Facilities Office will contact the on-site staff and call back the Contractor to confirm or suggest a different, nearby date.

5.3.4. Contractor shall confirm an approximate time of arrival with the CTS Facilities Services Office, who will inform the on-site staff. Contractor may at anytime contact on-site staff directly.

5.3.5. Upon arrival to a node site, Contractor shall report in to the on-site staff before starting any work.

5.4 (MS 150) Preventative Maintenance Oversight and Problem Solving:

5.3.6. The Contractor will provide to its first level technicians an advanced 2nd level of technical support. This 2nd level of support may be in the form of senior technicians, Original Equipment Manufacturer (OEM) advisors or similar technical resources.

5.3.7. The Contractor's technicians will be accessible to CTS staff by phone for CTS discussion of Service work, problems and recommended actions.

- 5.3.8. The Contractor will stock parts at its local branches for the most routine level of service: parts such as belts, hoses and filters.
- 5.3.9. The Contractor will expedite delivery of parts deemed critical by CTS to the resumption of service.

Describe how this Mandatory Scored requirement will be met.

5.5 (M) Miscellaneous

- 5.3.10. The Contractor must provide all tools and equipment necessary to perform all Services required to perform Preventative Maintenance Service Requirements.
- 5.3.11. CTS will provide access to the node sites.

5.6 (M) REMEDIAL MAINTENANCE SERVICE REQUIREMENTS

The Contractor shall provide the following Remedial Maintenance Services to CTS on an on-call, as needed basis.

A. (M) Telephone-Contact Requirements

The Contractor must provide a manned twenty-four (24) hour phone number for CTS to report emergencies and to request CTSpatch. For those times when the phone is not answered directly by the Contractor, (e.g. the number is to a pager or an answering service, or something similar) the Contractor must return the call to CTS within thirty (30) minutes.

B. (M) Remedial Response Time Requirements

The Contractor will initiate the dispatch of a technician(s) to any site within one (1) hour of the CTS request for Remedial Maintenance Services. The Contractor will provide on-site emergency arrival of Contractor technician(s) within the maximum time frame listed below for the locations identified in Appendix F: *Node Site Generator Location, Description, Contact Information*.

C. (M) Reports

Every time the Contractor performs Remedial Maintenance Services on a node site generator, the Contractor technician will complete a Technician's Field Report (using Contractor's standard form) detailing the activity performed, and leave it with the CTS site contact on the day of Service.

5.7 (MS 150) Remedial Maintenance Oversight and Problem Solving:

1. The Contractor will provide to its first level technicians an advanced 2nd level of technical support. This 2nd level of support may be in the form of senior technicians, Original Equipment Manufacturer (OEM) advisors or similar technical resources.
2. If requested by CTS, the Contractor will provide technical staff to work on-site with other CTS contractor technicians (such as an electrician or an Uninterruptible Power Source (UPS) technician) to solve system problems.

3. The Contractor's technicians will be accessible to CTS staff by phone for discussion of Service work, problems and recommended actions.
4. The Contractor will expedite delivery of parts deemed critical by CTS for the resumption of service, at CTS' expense.

Describe how Vendor shall meet this Mandatory Scored requirement.

5.8 (M) Remedial Maintenance Miscellaneous

The Contractor must provide all tools and equipment necessary to perform all Services required in this RFQQ. CTS will provide Contractor access to the node sites.

5.9 (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. See Appendix J, *Prevailing Wage Requirements* for further information. 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.

SECTION 6

6 FINANCIAL QUOTE

Respond to the following requirements per the instructions set forth in Section 3 *Administrative Requirements*.

6.1 Overview

CTS seeks to acquire the Products/Services that best meet the State's needs at the lowest cost and best value. Prices must include all cost components needed for providing the Products and Services as described in the RFQQ. All costs associated with the Products/Services must be incorporated into the price of the Response to the RFQQ.

6.1.1 Preventative Maintenance

The price quotations for Preventative Maintenance Services during normal Business Hours, must include all costs, including but not limited to, costs for Services, Contractor overhead, administration, 2nd level technical support, management review of staff work, travel costs, lab tests / reports, and any other charges not specifically authorized in writing by CTS in advance and shall include all replacement parts and supplies as necessary to complete the Preventative Maintenance Service Requirements.

6.1.2 Remedial Maintenance

The regular and overtime price quotations for Remedial Maintenance Services must include Contractor overhead, administration, 2nd level technical support, management review of staff work, travel costs, lab tests / reports, and any other charges not specifically authorized in writing by CTS in advance. The regular and overtime price quotations for Remedial Maintenance Services shall not include replacement parts and supplies.

During the initial term of the Agreement, hourly rates for Remedial Maintenance Services shall be invoiced at no more than the price quotation provided in the Contractor's Response and subsequent contract. Thereafter, the Contractor may annually increase the prices for such Services to the current published price or not more than six percent (6%) above the price for the previous year, whichever is less.

6.2 Financial Grounds for Disqualification

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

6.3 Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 0, *Vendor Licensed to do Business in Washington*. Vendor must not include taxes on the *Financial Response Form*.

6.4 (MS 600) Cost Model Completion

- 6.3.1 Vendor must complete the *Cost Model, Attachment E*. The *Financial Response Form* will be the basis for evaluation of the Financial Response, reference Section 7.5.3.
- 6.3.2 The Financial Response Form shall include the prices for all Maintenance Services necessary to meet the RFQQ's minimum mandatory requirements.
- 6.3.3 Where there is no charge or rate for a Service and/or Products enter N/C (no charge) or zero (0) in the *Cost Model, Appendix E*, as applicable. If the Vendor fails to provide a price, the State will assume the item is free.

6.6 (M) Price Decrease Guarantee

The ASV, may at any time during the term of the contract elect to provide Products and/or Services specified in this RFQQ at a lower price than originally quoted.

6.7 (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs with the exception of tax must be identified and included in the *Cost Model*. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, consultation services, and maintenance of the Products/Services.

SECTION 7

7. EVALUATION PROCESS

7.1 Overview

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described below in Section 0, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with CTS.

7.2 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

7.3 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 (Sections 4, 5, & 6). Only Responses meeting all Mandatory requirements will be further evaluated.

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

7.4 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:

| | |
|-----------------------------------|--------------------|
| Vendor Qualifications (Section 5) | 300 points |
| Client References (Section 4.10) | 100 points |
| Financial Quote (Section 6.4) | 600 points |
| Total Possible Points | 1000 points |

7.5 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ. Responses receiving a "0" on any Mandatory Scored (MS) element(s) will be disqualified.

7.5.1. Technical Requirements Evaluation

Each scored element in the Technical Requirements section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 0, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each experience/skill requirement. A scale of zero to four will be used, defined as follows:

| | | |
|---|----------------|--|
| 0 | Unsatisfactory | Capability is non-responsive or wholly inadequate. |
| 1 | Below Average | Capability is substandard to that which is average or expected as the norm. |
| 2 | Average | The baseline score for each item, with adjustments based on the evaluation team's reading of the Response. |
| 3 | Above Average | Capability is better than that which is average or expected as the norm. |
| 4 | Exceptional | Capability is clearly superior to that which is average or expected as the norm. |

| |
|--|
| $\frac{\text{Sum of Evaluators' Vendor Qualification Scores}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Qualification Score}$ |
|--|

| |
|---|
| $\frac{\text{Vendor's Avg. Qualification Score}}{\text{Highest Avg. Qualification Score}} \times 300 \text{ points} = \text{Qualification Score}$ |
|---|

7.5.2. Client Reference Evaluation

The RFQQ Coordinator will calculate the scores for each *Client Reference Form*, Appendix G. The total scores of all of the Vendor's Client References will be summed together and an average point score will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 0, *Vendor Total Score*.

| |
|--|
| $\frac{\text{Total Reference Scores}}{\text{Number of References}} = \text{Vendor's Avg. Reference Score}$ |
|--|

| |
|---|
| $\frac{\text{Vendor's Avg. Reference Score}}{\text{Highest Avg. Reference Score}} \times 100 \text{ points} = \text{Reference Score}$ |
|---|

7.5.3. Financial Quote Evaluation

The price quotations from the Vendor's Financial Response Form (Appendix E- Financial Response Form) will be calculated to determine the Vendor's Financial Score. The price quotations in the Vendor's Financial Response will be evaluated using a cost model as follows: The RFQQ Coordinator shall add the Preventative Maintenance price quotations for each node site location provided in the Contractor's Financial Response Form (Appendix E: *Financial Response Form*) along with both Remedial Maintenance Hourly Rates (i.e. Remedial Service Regular Hourly Rate and Remedial Service Overtime Rates) multiplied by a uniform number of hours as determined by CTS. This total will be divided into the lowest Contractor total, and then multiplied by six hundred (600) to determine the Contractors Financial Score. See the formula as follows:

Legend:

(PM= Preventative Maintenance Service Price)
(RMR= Remedial Maintenance Service Regular Hourly Rate)
(RMO= Remedial Maintenance Service Overtime Hourly Rate)
(Y= Uniform Number of Service Hours)

Formula:

Step 1. (Lacey PM) + (Seattle PM) + (Spokane PM) + (Vancouver PM) + (Yakima PM: 80RZJ) + (Yakima PM: 80ROZJ81) = **PM Total**

Step 2. (Lacey RMR x Y) + (Seattle RMR x Y) + (Spokane RMR x Y) + (Vancouver RMR x Y) + (Yakima RMR (80RZJ) x Y) + (Yakima RMR (80ROZJ81) x Y) = **RMR Total**

Step 3. (Lacey RMO x Y) + (Seattle RMO x Y) + (Spokane RMO x Y) + (Vancouver RMO x Y) + (Yakima RMO (80RZJ) x Y) + (Yakima RMO (80ROZJ81) x Y) = **RMO Total**

Step 4: $\frac{\text{Lowest Contractor (PM Total + RMR Total + RMO Total)}}{\text{(PM Total + RMR Total + RMO Total)}} \times 600 = \text{Total Financial Score}$

7.6 Vendor Total Score

Vendors will be ranked using the Vendor’s Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor’s Total Score will be calculated as follows:

| |
|--|
| $\text{Total Score} = (\text{Vendor Qualification Score}) + (\text{Reference Score}) + (\text{Financial Score})$ |
|--|

7.7 Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. DIS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within one (1) month after initiation, DIS 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 – RFQQ T13-RFQQ-014

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

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other 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 offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer 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 120 days following the Response Due Date specified in the RFQQ, and it may be accepted by CTS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period. In the case of protest, your Response will remain valid for 180 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 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 3.17, *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/procureannounce.aspx>

APPENDIX C
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 PROCEDURES

Note: The following language is taken from the former Information Services Board Investing in Information Technology Standard. The rest of the standards were adopted as policy by the OCIO on October 1, 2011. This section has been updated to the best of OCIO's knowledge as of October 1. The OCIO and Department of Enterprise Services (DES) will undertake a more extensive review prior to January 1, 2012 to ensure alignment with ESSB 5931.

Grounds for Protest

6.2.1.1. Protests may be made after the agency conducting the acquisition has announced the apparently successful vendor and after the protesting vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- The agency failed to follow procedures established in the solicitation document, the IT Investment Policy, the IT Investment Standards, or applicable state or federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protest Process

6.2.2.1. Protests are always initially made to the agency conducting the acquisition.

6.2.2.2. The protest letter must be signed by a person authorized to bind the vendor to a contractual relationship.

6.2.2.3. The agency must receive the written protest within five business days after the debriefing conference.

6.2.2.4. The agency will, in turn, immediately notify DES of receipt of the protest. It will also postpone further steps in the acquisition process until the protest has been resolved.

6.2.2.5. If DES is the acquiring agency, written protest must be made to DES within five business days after the debriefing conference. DES must postpone further steps in the acquisition process until the protest has been resolved. DES will conduct a review using the same procedure that other agencies use.

6.2.2.6. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the vendor and all other relevant facts known to the agency.

6.2.2.7. 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.

6.2.2.8. If the protesting vendor is not satisfied with the agency's decision, it may appeal. Appeal is made to DES unless DES was the acquiring agency or the acquisition requires ISB approval. Appeals in the latter two situations are made to the Office of Financial Management (OFM). The OFM appeal process is discussed below, after discussion of the DES appeal process.

6.2.2.9. Written notice of appeal to DES must be received by DES within five business days after the vendor receives notification of the agency's decision.

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

- Find that the protest lacks merit and upholding the agency's action.
- 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
- Find merit in the protest and provide options to the agency, including:
 - Correcting errors and reevaluating all proposals;
 - Reissuing the solicitation document; or
 - Making other findings and determining other courses of action as appropriate.

6.2.2.11. DES will issue a written decision within five business days after receipt of the notice of appeal, unless more time is needed. The protesting vendor will be notified if additional time is necessary. The DES determination is final; no further administrative appeal is available.

6.2.2.12. If a protest arises from a DES acquisition, the vendor must follow the same protest procedure as that used with all other agencies. After DES as the acquiring agency has delivered its written decision to the protesting vendor, the vendor may appeal to OFM if it is not satisfied with DES' decision. Written notice of appeal must be received by OFM within five business days after the vendor received DES' decision. OFM will establish procedures to resolve the appeal. The resulting decision is final; no further administrative appeal is available.

6.2.2.13. If a protest arises from an acquisition that requires ISB approval, the vendor may appeal to OFM if it is not satisfied with the acquiring agency's decision. Written notice of appeal must be received by OFM within five business days after the vendor received notification of the acquiring agency's decision. The protesting vendor does not first appeal to DES. OFM will establish procedures to resolve the appeal. The resulting decision is final; no further administrative appeal is available.

Form and Content.

6.2.3.1. A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the vendor to a contractual relationship. At a minimum, this must include:

- . The name of the protesting vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- . Information about the acquisition and the acquisition method and name of the issuing agency.
- . Specific and complete statement of the agency action(s) protested.
- . Specific reference to the grounds for the protest.
- . Description of the relief or corrective action requested.
- . A copy of the issuing agency's written decision on the protest, for appeals to the DES and OFM.

APPENDIX E

Cost Model

| Generator Location/Make and Model Number | Preventative Maintenance Service Total Cost | Remedial Service Regular Hourly Rate | Remedial Service Overtime Hourly Rate |
|---|--|---|--|
| Location: Spokane Make: Mitsubishi/ Sim Power Model:SP27DSP- 6D22-K Engine Model: 6D22TC | \$ | \$ | \$ |
| Location: Seattle Make: Kohler Model: 180ROZJ81 | \$ | \$ | \$ |
| Location: Lacey : Make: Lima Electric Model: 3166A-1353A | \$ | \$ | \$ |
| Location: Vancouver Make: Cummins/ONAN Model: 4BT3.9-G2 | \$ | \$ | \$ |
| Location: Yakima Make: Kohler Model: 80RZJ | \$ | \$ | \$ |
| Location: Yakima Make: Kohler Model: 80ROZJ81 | \$ | \$ | \$ |
| TOTAL | | | |

| | | |
|--------------------|----|------------------------------|
| GRAND TOTAL | \$ | ←For CTS evaluation purposes |
|--------------------|----|------------------------------|

APPENDIX F

Response Checklist

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

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

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only person** you are allowed to communicate with regarding the RFQQ and is an excellent source of information for any questions you may have.
3. _____ **Take advantage of the “question and answer” period.** Submit your questions to the RFQQ Coordinator by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQQ. All addenda issued for an RFQQ are posted on the State’s website and will include all questions asked and answered concerning the RFQQ.
4. _____ **Follow the format required in the RFQQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner. Make sure to address each subpart.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
6. _____ **Check the State’s website for RFQQ amendments.** Before submitting your response, check the State’s website at <http://cts.wa.gov/procurement/procurement.aspx> to see whether any addenda were issued for the RFQQ.
7. _____ **Review and read the RFQQ document again** to make sure that you have addressed all requirements and have followed all of the instructions. Once you have done that, read the RFQQ document again.

8. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule in Section 2 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 affirmatively respond, even in the financial sections. For Mandatory items, *A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable* – in addition to any additional information required.

APPENDIX G

CLIENT REFERENCE FORM

Name of Vendor for whom reference is given: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Describe the voice mail service provided to your organization:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

| | <i>0</i> | <i>1</i> | <i>2</i> | <i>3</i> | <i>4</i> | <i>5</i> |
|--------------------------------|-----------------------|----------------------|----------------|----------------------|--------------------|-------------|
| | <i>Unsatisfactory</i> | <i>Below Average</i> | <i>Average</i> | <i>Above Average</i> | <i>Exceptional</i> | <i>Best</i> |
| 1. Communications with Vendor: | 0 | 1 | 2 | 3 | 4 | 5 |

Comments: _____

| | | | | | | |
|--|---|---|---|---|---|---|
| 2. Completion of contractual requirements: | 0 | 1 | 2 | 3 | 4 | 5 |
|--|---|---|---|---|---|---|

Comments: _____

| | | | | | | |
|---|---|---|---|---|---|---|
| 3. Problem resolution and responsiveness of support organization: | 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|---|

Comments: _____

| | | | | | | |
|-----------------|---|---|---|---|---|---|
| 4. Reliability: | 0 | 1 | 2 | 3 | 4 | 5 |
|-----------------|---|---|---|---|---|---|

Comments: _____

| | | | | | | |
|---------------------------------|---|---|---|---|---|---|
| 5. Quality of Service provided: | 0 | 1 | 2 | 3 | 4 | 5 |
|---------------------------------|---|---|---|---|---|---|

Comments: _____

PLEASE RATE THE FOLLOWING ITEMS (circle one):

| <i>0</i> | <i>1</i> | <i>2</i> | <i>3</i> | <i>4</i> | <i>5</i> |
|-----------------------|----------------------|----------------|----------------------|--------------------|-------------|
| <i>Unsatisfactory</i> | <i>Below Average</i> | <i>Average</i> | <i>Above Average</i> | <i>Exceptional</i> | <i>Best</i> |

7. Ability to meet deadlines:

| | | | | | |
|---|---|---|---|---|---|
| 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

Comments: _____

8. Competence of professional services staff:

| | | | | | |
|---|---|---|---|---|---|
| 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

Comments: _____

9. Responsiveness to invoicing issues:

| | | | | | |
|---|---|---|---|---|---|
| 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

Comments: _____

10. Overall satisfaction with Vendor:

| | | | | | |
|---|---|---|---|---|---|
| 0 | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

Comments: _____

Any other information that you would like to share about the Vendor:

APPENDIX H: NODE SITE INFORMATION

THE NODE SITE INFORMATION (I.E. LOCATION, DESCRIPTION, CONTACT INFORMATION) IS CONSIDERED CONFIDENTIAL AND WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR AFTER CONTRACT AWARD