

**STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS  
RFP NO. 20-08**

**PROJECT TITLE: ORGANIZATIONAL CHANGE MANAGEMENT SERVICES**

**PROPOSAL DUE DATE: April 8, 2020**

**EXPECTED TIME PERIOD FOR CONTRACT: May 1, 2020 to April 30, 2023**

**CONTRACTOR ELIGIBILITY:** This procurement is open to those contractors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# 1. INTRODUCTION

This 2<sup>nd</sup> Tier solicitation is issued under Master Contract #05914. Only vendors awarded a Tier 1 Master Contract can bid on this opportunity.

## 1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State (OSOS) is initiating this Request for Proposals (RFP) to solicit proposals from eligible firms interested in providing organizational change management services to OSOS, in connection with its relocation and co-location of multiple OSOS divisions into a single yet-to-be constructed facility with shared space, resources and technology platforms. OSOS is seeking the services of a change management consulting firm to facilitate communication between and among OSOS divisions, identify needs and conflicts, problem-solve, provide recommendations and assist with implementation of changes and integrations throughout the design and construction of the new facility. To the extent necessary or desirable, OSOS may also seek follow-up consultation services after occupancy of the new facility.

### A. OVERVIEW OF THE WASHINGTON SECRETARY OF STATE

The Office of Secretary of State (OSOS) is Washington's Chief Administrator of Elections, Corporations and Charities filings, the Washington State Archives, and the Washington State Library. The OSOS mission is to promote public trust by:

- Preserving the integrity of elections in the state of Washington
- Providing the business community and the public with easy access to information about corporations and charities
- Safeguarding vital government records, documents, publications and process
- Performing public outreach to improve civic knowledge and participation, and
- Leveraging technology to improve efficiency and enhance customer service

The Secretary of State has set four core values that define OSOS staff and culture:

- Integrity
- Service Excellence
- Visionary Leadership
- Collaboration & Teamwork

Organized into eight major divisions with approximately 300 employees, OSOS carries out a broad range of responsibilities and mandates.

#### Executive Office

From the Legislative Building on the State Capitol Campus, the Executive Office interacts with the people of Washington, key stakeholder groups, leaders, and media outlets. The Executive Office provides general oversight and leadership of the office, the development of public policy, legislative relations, and external communications. The Executive Team, which is comprised of the Secretary of State, the Assistant Secretary, and the Deputy Secretary, operates in the Legislative Building with members from the Communications, Community Programs Division (Legacy Washington, the Combined Fund Drive and Front Desk staff), our Legislative team and the OSOS Facilities Manager.

#### Elections Division

The Elections Division plays a critical role in ensuring Washington's democratic process is fair, accurate, accessible, and secure. Elections staff provide valuable services to voters, as well as statutorily required training and certifications to election administrators in all 39 Washington counties. The division develops

elections policy, administers our statewide voter registration database, manages statewide elections, and verifies and accepts petitions for initiatives and referenda.

The Elections Division is currently located in a leased building in downtown Olympia. The division employs 20 full-time personnel, with an additional 30 non-permanent initiative verification personnel.

### **Corporations and Charities Division**

The Corporations and Charities division is instrumental in Washington's business and nonprofit community. This division registers all corporations, charities, and nonprofits in Washington State, in-person and on-line, and provides essential information about businesses and charities to promote public trust and confidence. The division also registers trademarks for use in Washington, administers the Apostilles Program to authenticate notarized documents for international use, and administers the Domestic Partnership Program.

The Corporations and Charities Division is currently located in the Dolliver Building, an historic building near downtown Olympia, and employs 66 personnel at the facility.

### **Archives and Records Management**

The Washington State Archives preserves and provides the people of Washington with access to millions of legal and historical records of our state and local governments. Washington's Digital Archives in Cheney, Washington is the first of its kind in the nation and accessible worldwide via the web. Citizens depend on the Archives to research genealogy, state and city history, property transfers, legislative intent, court records, and academic projects. Archives regional branches are on the Capitol Campus in Olympia and college campuses around the state.

The State Archives main location is currently in the Archives Building on the east Capitol Campus in Olympia. The Archives employs 29 personnel in that facility, including 6 temporary interns.

### **State Library**

The Washington State Library connects people to the power of libraries. As Washington's oldest cultural institution, the library's unique and rare collections date back to territorial days. Resources include historical print and digital compilations, collections of state newspapers and maps, state and federal government publications, and the Ask-a-Librarian service.

The library benefits local libraries and their patrons through its consulting services, grants, subsidies, training, and programming. Additionally, the Washington State Library provides services to state prison and state hospital libraries. OSOS also operates the Washington Talking Book & Braille Library in Seattle, a library for people unable to read standard print.

The central State Library facility is currently located in the Point Plaza East building in Tumwater, a leased facility it shares with Operations, Information Technology and Community Programs staff. The State Library employs 55 personnel, including 4 interns, at this facility.

### **Operations Division**

The Operations Division is the heart of the Office of Secretary of State, supporting the Executive Office and every division through the internal functions of Public Records, Financial Services, Budget, Facilities, and Human Resources. This division serves as a trusted and knowledgeable resource to both its internal and external customers. Its success depends on the expertise of employees who ensure public access to information, protect financial resources, and help develop our most valuable asset: people.

The Operations Division currently includes 27 employees. Twenty-six are located in the Point Plaza East facility. The OSOS Facilities Manager is currently based in the Legislative Building.

## Information Technology

The Information Technology Division is made up of knowledgeable and innovative IT professionals with a passion for their work and problem-solving in the IT arena. The division provides IT support for all applications and IT-based services to all OSOS divisions and programs, manages all OSOS enterprise networks, facilitates the collection, storage, integrity, access and security of electronic data, and provides strategic and tactical leadership in IT use and planning across OSOS divisions. The IT Division currently has approximately 20 employees in Olympia and the remainder of the staff are at the Digital Archives in Cheney, Washington.

### **B. PROJECT TO CONSTRUCT NEW FACILITY**

In coordination with the Department of Enterprise Services and the architectural firm Miller/Hull Partnership, OSOS is currently overseeing the design of a new, state-of-the-art facility to be located in Tumwater, Washington. This new facility will house the Washington State Library, the Washington State Archives, the Corporations and Charities Division, the Elections Division, the Operations Division, the Information Technology Division and elements of Community Programs.

The move toward a new facility was spurred by a number of factors, including the inadequacy of existing facilities and storage, advances in technology and information storage, and a desire to serve the public more effectively and efficiently. The Washington State Archives is currently housed in a 1960s era underground structure that is far beyond capacity and inadequate for the storage of historical and archival documents. Over 32% of its collection sits in warehouse space in Tumwater and Spokane. The Nisqually earthquake of February 2001 forced the Washington State Library off the Capitol Campus and into a leased office building in Tumwater, which was not designed or built as a library, and does not have sufficient space, particularly secure space. Both the Library and Archives have resorted to storing archival, research, and library materials in facilities far from their central location. With the advent of internet filing of corporations and charities, the number of customers seeking to register corporations and charities in person has dropped dramatically, while the staff needed to support on-line and telephone support operations has increased. The historic building now occupied by the Corporations and Charities Division is ill-suited to this new reality.

This new state-of-the-art facility, referred to as the Library-Archives Building, will create an efficient, safe and publicly accessible location that meets current archival standards and serves the people of Washington well into the future.

OSOS is developing a project charter for the Library-Archives Building. The charter will set forth the project vision and goals and identify how the project will be managed, how decisions will be made, how committee and work teams will be structured and the guiding principles and expectations for communication, action, and conflict resolution. It is anticipated that the change management consulting firm that is awarded this contract will play an important role in the development of the charter and in the structure and work of project teams.

### **1.2 OBJECTIVE AND STATEMENT OF WORK**

The relocation and co-location of geographically dispersed OSOS divisions and staff into a single facility presents unique opportunities for collaboration and the development of efficiencies. The selected change management firm will develop a comprehensive understanding of these opportunities and their attendant challenges. The firm will maximize opportunities by communicating and managing expectations and transitions, by proactively mitigating the effects of perceived and real conflicts, and by generating and implementing solutions that are consistent with the mission of OSOS, its core values and the project charter.

The selected change management firm will develop a change management approach and plan that provides a blueprint for the successful implementation of the organizational, physical and technological

changes and integrations represented by the project. The plan will address and improve OSOS communications capabilities, change management capabilities, and will detail specific initiatives and actions that OSOS can implement to mitigate the disruptive effects of major changes and take advantage of the opportunities presented by the project. The selected change management firm will detail in its proposal specific deliverables and materials, including proposed meetings, events, analysis tools, impact assessments, templates, and any other additional elements it deems necessary or advisable in connection with its proposal and the aims sought to be achieved.

### 1.3 MINIMUM QUALIFICATIONS

Contractor must be registered to do business with the state and have a current Unified Business Identifier (UBI) number. Contractor must have at least five (5) years experience in providing change management consulting services.

### 1.4 PERIOD OF PERFORMANCE

The period of performance of any engagement resulting from this RFP is tentatively scheduled to begin on or about May 1, 2020 and to end on April 30, 2023. OSOS reserves the right to extend the engagement for two (2) additional six (6)-month periods. Any extension will be subject to mutual agreement between OSOS and Contractor.

### 1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

**Apparent Successful Contractor** – the Contractor identified by OSOS, after evaluation of proposals, who is recommended for contract award.

**Contractor** – the individual or company submitting a proposal in order to attain a contract with OSOS.

**OSOS** – The Office of the Secretary of State, the agency of the state of Washington that is issuing this RFP.

**Proposal** – A formal offer submitted in response to this solicitation.

**RFP** – This Request for Proposals.

**WEBS** – Washington's Electronic Business Solution, an online vendor registration and bid notification system.

### 1.6 AMERICANS WITH DISABILITIES ACT COMPLIANCE

OSOS complies with the Americans with Disabilities Act. Contractors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR CONTRACTORS

### 2.1 RFP COORDINATOR

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

Name	Jim Webster
Address	6880 Capitol Blvd SE
City, State, Zip Code	Tumwater, WA 98504
Phone Number	(360) 704-5267
E-Mail Address	jim.webster@sos.wa.gov

Any other communication will be considered unofficial and non-binding on OSOS. Contractors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Contractor.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	February 26, 2020
Question and Answer Period	Feb. 26- Mar. 25, 2020
Preproposal Conference	March 23, 2020
Last Date for Questions regarding RFP	March 25, 2020
Post Q&As on WEBS and OSOS website	March 27, 2020
Last Amendment to RFP	March 30, 2020
Last Date for Complaint	April 1, 2020
Proposals Due	April 8, 2020
Evaluate Proposals	April 9-17, 2020
Conduct Oral Interviews with Finalists <i>(if applicable)</i>	April 20-23, 2020
Announce Apparent Successful Contractor and Notify Unsuccessful Contractors	April 24, 2020
Hold Debriefing Conferences (if requested)	See Section 4.10
Protest	See Section 4.10
Negotiate and Enter into Work Order	April 27-30, 2020
Begin Contract Work	May 1, 2020

OSOS reserves the right to revise the above schedule.

## 2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held on **Monday, March 23<sup>th</sup> at 10:00 a.m. local time, at the Executive Offices of the Secretary of State, in the Legislative Building located at 416 Sid Snyder Ave SW, Olympia, WA 98501.** All prospective proposers are required to attend. **All prospective proposers who will be attending the preproposal conference shall provide notice of the same to the RFP Coordinator via email no later than 4:00pm on Wednesday, March 18<sup>th</sup>.** Written questions may be submitted in advance to the RFP Coordinator. OSOS shall be bound only to written answers to questions. Any oral responses given at the preproposal conference shall be considered unofficial.

Within five business days of the preproposal conference, a copy of the questions and answers from the preproposal conference will be placed on WEBS and the OSOS website: <http://www.sos.wa.gov/office/procurements.aspx>.

## 2.4 SUBMISSION OF PROPOSALS

**Contractors are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00 p.m., Pacific Time, on Wednesday, April 8, 2020.** Attachments to the e-mail shall be in Microsoft Word, Microsoft Excel or PDF format.

The proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of OSOS.

The Contractor's proposal must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed proposal shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the proposal as non-responsive.

Include Contractor's contact information for this RFP with name, title, email, and telephone number.

The Apparent Successful Contractor will be expected to enter into a Work Order which is substantially the same as the Sample Work Order attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

## **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of OSOS.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the authorized officer of OSOS and the Apparent Successful Contractor; thereafter, the proposals shall be deemed public records as defined under the Public Records Act, RCW Chapter 42.56.

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSOS will consider a Contractor's request for exemption from disclosure; however, OSOS will make a decision predicated upon RCW Chapter 42.56 and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Contractor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be published on WEBS and the OSOS website: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFP and also placed in WEBS and the OSOS website. OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a Work Order.



## **2.7 SMALL, MINORITY-OWNED, WOMEN-OWNED, AND VETERAN-OWNED BUSINESS PARTICIPATION**

The state of Washington encourages participation in all of its contracts by Washington small businesses, minority-owned and women-owned businesses, and veteran-owned businesses. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Per RCW 39.26.010(22), a “small business” is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (1) certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either fifty (50) or fewer employees or a gross revenue of less than seven million dollars annually; or (2) is certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Contractors that qualify as a “small business” within the meaning of RCW 39.26.010(22) are encouraged to complete and submit with their proposal the Small Business Self-Certification Statement attached as Exhibit B.

Contractors that are women-owned or minority-owned as described in RCW 39.19 and have not been certified with OMWBE are encouraged to do so. Contractors may contact OMWBE at (360) 664-9750 or [technicalassistance@omwbe.wa.gov](mailto:technicalassistance@omwbe.wa.gov) to obtain information regarding certification and certified firms. Contractors that are veteran-owned and have not been certified with the Washington Department of Veterans Affairs (WDVA) are encouraged to do so. Contractors may contact WDVA at (360) 725-2169 or [vob@dva.wa.gov](mailto:vob@dva.wa.gov) to obtain information regarding certification and certified firms.

No preference will be included in the evaluation of bids for small, minority-owned, women-owned or veteran-owned businesses, no minimum level of small, minority-owned, women-owned or veteran-owned business participation will be required as a condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis. However, any affirmative action requirements set forth in federal statutes or regulations included or referenced in the contract documents will apply.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by OSOS from the later of the due date for receipt of proposals or receipt of best and final offers (if utilized). Contractor agrees that during the acceptance period it may not modify, withdraw or cancel its proposal.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.10 MOST FAVORABLE TERMS**

OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. OSOS reserves the right to contact a Contractor for clarification of its proposal. OSOS also reserves the right to enact a best and final offer (BAFO) process. If so enacted the procedure is described in Section 4.

The Contractor should be prepared to accept this RFP, all addenda to this RFP, all clarifying responses and a best and final offer, as applicable, for incorporation into a Work Order under Master Contract #05914 resulting from this RFP. Contract negotiations may incorporate some or all of the

Contractor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSOS.

#### **2.11 WORK ORDER**

The Apparent Successful Contractor will be expected to enter into a Work Order which is substantially the same as the Sample Work Order attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

#### **2.12 COSTS TO PROPOSE**

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

#### **2.13 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or OSOS to contract for services specified herein.

#### **2.14 REJECTION OF PROPOSALS**

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

#### **2.15 COMMITMENT OF FUNDS**

The Assistant Secretary of State, the Deputy Secretary of State, or his or her delegate, are the only individuals who may legally commit OSOS to the expenditure of funds for a Work Order resulting from this RFP. No cost chargeable to the proposed Work Order may be incurred before receipt of a fully executed Work Order.

#### **2.16 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Contractor will be provided a form to complete with the Work Order to authorize such payment method.

#### **2.17 INSURANCE COVERAGE**

Should a Work Order be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as set forth in Master Contract #05914.

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of the contract.

#### **2.18 EVALUATION PREFERENCE**

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – *Supporting Workers' Rights to Effectively Address Workplace Violations* (dated June 12, 2018), OSOS will evaluate bids for best value and provide a bid preference in the amount of 5% of the available proposal points to any bidder who certifies, pursuant to the certification attached as Exhibit B – *Contractor Certification for Executive Order 18-03 – Workers' Rights*, that their firm does NOT require

its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

### 3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. Electronically submitted proposals, to the extent permitted or required, are to be formatted analogously.

The major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

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

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### 3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Contractor's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Work Order.

#### 3.2 TECHNICAL PROPOSAL (SCORED)

The technical proposal must contain a comprehensive description of services including the following elements:

- A. **Project Approach/Methodology** – Include a complete description of the Contractor's proposed approach and methodology for the project. This section should convey

Contractor's understanding of the proposed project. Contractor should demonstrate how its approach and work plan align with OSOS's mission and values.

- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Contractor's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSOS staff, the Executive Team, and other stakeholders. Contractor's work plan should provide a blueprint for identifying and successfully implementing organizational, physical, and technological changes and integrations for OSOS divisions and personnel, for communicating and managing expectations and transitions throughout the process, and for proactively mitigating conflicts and their effects. Contractor is encouraged to present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Contractor's proposal shall minimally include a change management approach and plan composed of specific initiatives, actions and associated materials.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Contractor proposes to achieve as a result of the delivery of these services, including how these outcomes would be monitored, measured and reported to OSOS.
- F. Risks** – Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to OSOS's contract manager.

Proposals should include any other additional elements the proposing firm deems necessary or advisable in connection with its proposal and the aims sought to be achieved.

### 3.3 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff which include information on the individuals' particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Contractor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSOS.

## **B. Experience of the Contractor (SCORED)**

1. Indicate the experience Contractor and any subcontractors have in the following areas:
  - change management consultation and services
  - change management consultation and services to government entities
  - change management consultation and services involving relocation to a different or newly constructed facility
  - change management consultation and services for the relocation of multiple governmental units, divisions or agencies into a single facility
2. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

## **C. References (SCORED)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Contractor must grant permission to OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

## **D. Related Information (MANDATORY)**

1. If Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and such litigation determined that the Contractor was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.
5. If during the past two (2) years and/or currently Contractor has been the subject of any merger or acquisition inquiries, or Contractor has initiated any merger or acquisition inquiries to another company, including any discussions that led to successful, ongoing, or abandoned proposals, please provide details.

6. If during the past two (2) years and/or currently Contractor has undergone bankruptcy or similar proceedings, please provide details.

### **3.4 COST PROPOSAL**

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

#### **A. Identification of Costs (SCORED)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the project, including hourly rate and number of hours required to complete the project. The Contractor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables. Contractors are required to collect and pay Washington state sales tax, if applicable.

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

#### **B. Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Contractor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

## **4. EVALUATION AND WORK ORDER AWARD**

### **4.1 EVALUATION PROCEDURE**

Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSOS, which will determine the ranking of the proposals. Both the Contractors' responsibility and the responsiveness of their proposals to this solicitation will be evaluated. In scoring against stated criteria, the evaluation team may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous proposal to OSOS.

After receipt of proposals and prior to the recommendation of an award, OSOS, at its sole discretion, may initiate discussions with one or more Contractors for clarification, and/or select the top-scoring Contractors as finalists for an oral presentation, and/or initiate a best and final offer process.

### **4.2 RESPONSIBILITY**

In determining whether a Contractor is responsible, OSOS will consider (1) the Contractor's ability, capacity, and skill to perform the contract; (2) The Contractor's character, integrity, reputation, judgment, experience, and efficiency; (3) Whether the Contractor can perform the contract within the time specified; (4) the quality of Contractor's performance of previous contracts; (5) The previous and existing compliance by the Contractor with laws relating to the contract; (6) Whether, within the three-year period immediately preceding the date of this RFP, the Contractor has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52;

and (7) Such other information as may be secured having a bearing on the decision to award the contract.

**4.3 RESPONSIVENESS**

OSOS will initially classify all proposals as either "responsive" or "nonresponsive". OSOS may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. OSOS may find any proposal to be nonresponsive at any time during the procurement process. If OSOS deems a proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the Contractor by email.

**4.4 EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 40%	80 points
Project Approach/Methodology	15 points (maximum)
Quality of Work Plan	35 points (maximum)
Project Schedule	10 points (maximum)
Project Deliverables	20 points (maximum)
Management Proposal – 25%	50 points
Project Team Structure/ Internal Controls	15 points (maximum)
Staff Qualifications/Experience	20 points (maximum)
Experience of the Contractor	15 points (maximum)
Cost Proposal – 35%	70 points
Executive Order 18-03 Evaluation Preference – 5%	10 points
<b>Sub-Total</b>	<b>210 points</b>
References (top-scoring Contractor(s) only)	10 points
<b>GRAND TOTAL</b>	<b>220 POINTS</b>

References will be contacted for the top-scoring Contractor(s) only, based on the written proposal. References will then be scored and included in the Grand Total.

**4.5 ORAL PRESENTATIONS**

Oral presentations, if considered necessary or desirable, may be utilized in selecting the Apparent Successful Contractor. OSOS, at its sole discretion, may elect to select the top-scoring Contractors

from the evaluation of proposals for an oral presentation and final determination of contract award. The cut-off for the top-scoring Contractors will be based on several considerations, such as responsiveness, qualifications, and competitiveness, suitability of the products and services offered, cost and economy, and the ability of the Contractor to perform. Should OSOS elect to hold oral presentations, it will contact the top-scoring Contractors to schedule a date, time and location. Commitments made by the Contractor in the oral presentation, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the Apparent Successful Contractor.

#### **4.6 BEST AND FINAL OFFER (BAFO).**

Contractors are encouraged to submit their most competitive offer, but there is a potential for a best-and-final offer (BAFO) process. This section defines that process.

OSOS reserves the right, any point during the evaluation of proposals, to notify all remaining responsive and responsible Contractors that OSOS will require them to submit BAFOs. Contractors will not be allowed to make material changes to their proposals unless they receive a request for a BAFO from OSOS.

The notice will be in writing and will set a specific time and date certain by which the Contractor must submit the BAFO to OSOS. The BAFO notice may set additional conditions and requirements for its submission. The notice will advise Contractors that the BAFO shall be in writing and that following the closing date for submission, OSOS intends to select the highest scoring responsive and responsible Contractor for award. Prior to the closing date for the submission of BAFOs, OSOS may, at its discretion, engage in discussion with any or all remaining Contractors regarding how they can make their proposals more responsive to the selection criteria in the RFP. All Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any pricing information or other content derived from proposals submitted by competing Contractors.

For purposes of the BAFO, Contractors may make such changes to their original proposals as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and the BAFO notice. Changes to the original proposal must be clearly identified in the re-submitted proposal using the Track Changes function in Microsoft Word.

Evaluation of BAFOs and selection of the Apparent Successful Contractor will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be substantially in accordance with the terms requested in this RFP and may not materially alter the requirements of the RFP. Contractors may be requested to make an oral presentation regarding their BAFO. The evaluation team may accept or reject any information submitted in a BAFO.

Contractors are not required to submit a BAFO and may submit a written response stating that their original proposal remains as originally submitted. If a BAFO process is initiated, all Contractors that submitted a proposal will be eligible for a debriefing conference.

At the conclusion of negotiations with the Apparent Successful Contractor, OSOS will require that the Contractor submit a signed contract as a BAFO pending acceptance.

#### **4.7 REQUEST FOR DOCUMENTS**

Upon concurrence with the recommendation of the evaluation team, the RFP Coordinator will request from the Apparent Successful Contractor the required documents and information, such as insurance policy documents, contract performance security, an electronic copy of any requested material (e.g., the proposal, responses to clarification questions), and any other necessary documents. Receipt of this request does not constitute a contract between the Contractor and OSOS.



#### **4.8 WORK ORDER EXECUTION**

Upon receipt of all required materials, a Work Order substantially in the form of the attached Exhibit D will be presented to the Apparent Successful Contractor for signature. The Apparent Successful Contractor will be expected to accept and agree to all material requirements contained in the Work Order. If the Apparent Successful Contractor does not accept all material requirements, OSOS may move to the next highest scoring Contractor, or cancel the RFP. Work under the Work Order may begin when the Work Order is signed by all parties and OSOS has given Contractor a notice to proceed.

#### **4.9 NOTIFICATION TO CONTRACTORS**

Contractors whose proposals are not selected for further consideration or award will be notified via facsimile or e-mail.

#### **4.10 COMPLAINT, DEBRIEFING AND PROTEST PROCEDURES**

##### **A. COMPLAINTS**

A Contractor may file a complaint concerning this RFP after any applicable question and answer period has ended, up until five (5) business days before the bid response deadline. The complaint may be based on any of the following:

- The solicitation unnecessarily restricts competition
- The solicitation evaluation or scoring process is unfair or flawed
- The solicitation requirements are inadequate or insufficient to prepare a response

Complaints must be in writing and sent to the RFP Coordinator. They should clearly articulate the basis for the complaint and should include a proposed remedy.

The RFP Coordinator will respond to all complaints in writing, and will post the response, including any changes to this RFP, on WEBS and the OSOS website. The RFP Coordinator's response to a Contractor's complaint is final and no appeal is available. The complaint may not be raised again during the protest period.

##### **B. DEBRIEFING**

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor after the announcement of the Apparent Successful Contractor. The request must be received by the RFP Coordinator within three (3) business days after the Contractor is notified that their bid was unsuccessful. The debriefing must be held within three (3) business days of the request.

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

##### **C. PROTESTS**

This procedure is available to Contractors who submitted a proposal in response to this RFP and who participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed five (5) business days to file a protest of the award with the RFP Coordinator.

Contractors protesting an award shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to unsuccessful Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in the scoring of proposals, if applicable
- Non-compliance with procedures described in this RFP or OSOS policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a proposal, or OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. The Secretary of State or an employee delegated by the Secretary of State who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

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

If OSOS determines that the protest is without merit, OSOS may enter into a contract with the Apparent Successful Contractor. If the protest is determined to have merit, one or more of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and no appeal is available. If a Contractor does not accept the OSOS protest response it may try to seek relief from superior court.

## 5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Small Business Self-Certification Statement
- Exhibit C Contractor Certification for Executive Order 18-03 – Workers' Rights
- Exhibit D Sample Work Order
- Exhibit E Wage Theft Certification

**EXHIBIT A**

**CERTIFICATIONS AND ASSURANCES**

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

1. That all answers and statements made in the proposal are true and correct.
2. That the prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. That the attached proposal is a firm offer for the period of time specified in the solicitation, and it may be accepted by OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within that specified time period.
4. That in preparing the proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. That I/we understand OSOS will not reimburse me/us for any costs incurred in the preparation of the proposal. All proposals become the property of OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the proposal.
6. That unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by me/us and will not knowingly be disclosed by me/us prior to the bid deadline, directly or indirectly, to any other Contractor or to any competitor.
7. That I/we agree submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Service Contract including General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. That the Contractor has not, within the three-year period immediately preceding the date of the solicitation, been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52.

**I/we hereby certify, under penalty of perjury under the laws of the state of Washington, that the foregoing is true and correct.**

\_\_\_\_\_  
*(Signature of person authorized to sign  
on behalf of Contractor)*

\_\_\_\_\_  
*(Signature of person authorized to sign  
on behalf of Contractor)*

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

EXHIBIT B

**SMALL BUSINESS**

**SELF-CERTIFICATION STATEMENT**

**RCW Chapter 39.26.010(22) states:**

(22) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
  - (i) Fifty or fewer employees; or
  - (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
- (b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

**I hereby certify, under penalty of perjury under the laws of the state of Washington, that**

\_\_\_\_\_ **meets the above definition of a "small business".**

*(Name of Contractor)*

\_\_\_\_\_  
*(Signature of person authorized to sign  
on behalf of Contractor)*

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

EXHIBIT C

CONTRACTOR CERTIFICATION  
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS

In consideration of the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Office of the Secretary of State is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: RFP- 20-08

I hereby certify, on behalf of the firm identified below, as follows (*check one*):

**No Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees.** This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

**Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and/or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person Printed name

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate Print city and state where signed

Date: \_\_\_\_\_

**EXHIBIT D**

**WORK ORDER No. \_\_\_\_\_**  
**PERTAINING TO**  
**MASTER CONTRACT No. 05914**  
**ORGANIZATIONAL DEVELOPMENT**  
**ORGANIZATIONAL CHANGE MANAGEMENT SERVICES**

This Work Order No. \_\_\_\_\_ (“Work Order”) pertaining to Master Contract No. 05914 is made and entered into by and between the State of Washington, Office of the Secretary of State (“OSOS”) and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”) and is dated and effective as of \_\_\_\_\_.

**RECITALS**

- A. Pursuant to statutory authority provided in RCW chap. 39.26, the Washington State Department of Enterprise Services developed, solicited, and established a Master Contract for Organizational Development, including organizational change management service (Master Contract No. 05914).
- B. Master Contract No.05914 for Organizational Development enables contractors to prequalify to compete for specified contract services under this Master Contract. Contractor competed and prequalified.
- C. Pursuant to the Master Contract, state agencies and other eligible users of the Master Contract are able to engage eligible contractors through a second-tier competitive procurement that results in a work order for a specific project. Accordingly, in February and March of 2020, The Washington Office of the Secretary of State conducted a public procurement (RFP 20-08), under Master Contract No. 05914, for Organizational Change Management Services, which solicitation is attached hereto as *Exhibit A - Solicitation*.
- D. Contractor provided a timely response to such solicitation dated \_\_\_\_\_, which response is attached hereto as *Exhibit B – Bidder Response*.
- E. The Parties now desire to enter into this Work Order.

## A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. TERM. The term of this Work Order is three (3) years ending April 30, 2023; *Provided, however,* that subject to mutual agreement, the term of the Work Order may be extended for up to two (2) additional six (6)-month periods.
  
2. COMPENSATION. OSOS may pay Contractor an amount not to exceed \_\_\_\_\_ for satisfactory performance of the services set forth herein, consistent with this Work Order and the Master Contract.
  - a. Services will be billed at the hourly rate of \$\_\_\_\_/h.
  
  - b. No charges other than those for consultant services are allowed under this work order.
  
  - c. Details of rates and example of charges for travel are detailed in *Exhibit C – Finalized Rates*.
  
3. BILLING PROCESS. Contractor shall submit invoices monthly for services rendered. Invoice shall include the following:
  - a. Work Order No. \_\_\_\_\_
  
  - b. Master Contract No. 05914
  
  - c. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
  
  - d. Date(s) and hours of service
  
  - e. Rates for service
  
  - f. Invoice amount; and
  
  - g. Payment terms.
  
4. SERVICES; SCOPE OF WORK. The services to be provided by Contractor under this Work Order and Contractor's scope of work are set forth in the attached *Exhibit D – Contractor's Services and Scope of Work*.

5. WORK ORDER ADMINISTRATION & NOTICES. The parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Work Order. OSOS's contract administrator shall provide Work Order oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Work Order. The parties may change contractor administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

6. INTEGRATED AGREEMENT; MODIFICATION. This Work Order and Master Contract constitute the entire agreement and understanding of the Parties with respect to the subject matter and supersede all prior negotiations and representations. In the event of any conflict between this Work Order and the Contract or any earlier amendment, this Work Order shall control and govern. This Work Order may not be modified except in writing signed by the Parties.
7. AUTHORITY. Each party to this Work Order, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Work Order and that its execution, delivery, and performance of this Work Order has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. ELECTRONIC SIGNATURES. A signed copy of this Work Order or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Work Order or such other ancillary agreement for all purposes.



9. COUNTERPARTS. This Work Order may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Work Order at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Work Order.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**INSERT NAME OF CONTRACTOR,**  
A \_\_\_\_\_

**STATE OF WASHINGTON**  
**OFFICE OF THE SECRETARY OF STATE**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A - SOLICITATION**

**EXHIBIT B – BIDDER RESPONSE**

**EXHIBIT C – FINALIZED RATES**

**EXHIBIT D – CONTRACTOR'S SERVICES AND SCOPE OF WORK**

EXHIBIT E

CONTRACTOR CERTIFICATION  
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA  
WASHINGTON STATE GOODS & SERVICES CONTRACTS

*Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).*

Work Order No.: \_\_\_\_\_  
Work Order Solicitation Dated: February 26, 2020

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person                      Print Name of person making certifications for firm

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate                      Print city and state where signed

Date: \_\_\_\_\_

Return Contractor Certification to Procurement Coordinator at:  
[jim.webster@sos.wa.gov](mailto:jim.webster@sos.wa.gov)