

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

**REQUEST FOR PROPOSALS
RFP NO. 21-02**

PROJECT TITLE: Organizational Change Management Services

PROPOSAL DUE DATE: March 26, 2021

EXPECTED TIME PERIOD FOR CONTRACT: April 19, 2021 – September 30, 2022

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

1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State (OSOS) has approval to construct a new building that will house the Washington State Archives, the Washington State Library, the Corporations and Charities Division, the Elections Division, the Operations Division, and a portion of the Community Programs Division. Currently these operations are housed in seven different independent facilities. One of the main goals of this new building is to co-locate the collections of the Archives and Library in a safe and secure location. The contents of the collections range from “open to the public” to sensitive and historical materials that require specialized storage and security. Identification of the space needs and specialized facilities is complete.

The purpose of this RFP is to acquire project management support resources to assist in the coordination of information gathering and organizational change management necessary to successfully co-locate operations within the Office of the Secretary of State.

A project charter and projected schedule of activities is attached as Exhibit A. Exhibit A identifies the necessary teams, subject matter experts, decision-making structure, and timeline associated with the construction of the facility.

1.2 OBJECTIVES

The objective of this RFP is to obtain resources that will: (1) help guide and facilitate individual divisions in discussions as well as the transition process of moving from separate locations to a shared facility; (2) help coordinate and support the teams identified in the project charter to accomplish their respective missions and develop a mutual understanding and respect for each other’s needs; (3) work with the subject matter experts to drive the decisionmaking process and develop agreed upon outcomes; and (4) work to identify areas of concerns and discuss with the Executive Committee for resolution.

1.3 MINIMUM QUALIFICATIONS

Contractor must be registered to do business with the state and have a current Unified Business Identifier (UBI) number.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about April 19, 2021 and to end on September 30, 2022. OSOS reserves the right to extend the contract 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.

1.7 FUNDING

OSOS has budgeted an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) for this project. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

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 24, 2021
Question and Answer Period	Feb.24-Mar.12, 2021
Last Date for Questions regarding RFP	March 12, 2021
Preproposal Conference	March 2, 2021
Publish Q&As from Preproposal Conference on WEBS and OSOS website	March 8, 2021
Publish complete list of Q&As on WEBS and OSOS website	March 16, 2021
Last Amendment to RFP	March 17, 2021
Last Date for Complaint	March 19, 2021
Proposals Due	March 26, 2021
Evaluate Proposals	March 29-April 2, 2021
Conduct Oral Presentations with Finalists <i>(if applicable)</i>	April 5-April 8, 2021

Announce Apparent Successful Contractor and Notify Unsuccessful Contractors	April 9, 2021
Hold Debriefing Conferences (if requested)	See Section 4.10
Protest	See Section 4.10
Negotiate Contract	April 12-April 16, 2021
Begin Contract Work	April 19, 2021

OSOS reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held virtually via WebEx on March 2, 2021, from 12:30–2:00 p.m. Pacific Time. All prospective proposers should attend; however, attendance is not mandatory. 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 4:00 p.m. Pacific Time on Friday, February 26, 2021. The day prior to the pre-proposal conference (March 1, 2021), the RFP Coordinator will provide the link and related information for the pre-proposal conference to all vendors who provided notice of their intention to attend. 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 Friday, March 26, 2021. Attachments to the e-mail shall be in Microsoft Word 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 contract which is substantially the same as the Contract including General Terms and Conditions attached as Exhibit E. 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 B to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit B, 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 contract.

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 C.

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 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 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 90 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 contract 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 CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the Contract including General Terms and Conditions attached as Exhibit E. 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 B 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 contract 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 contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

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 contract to authorize such payment method.

2.17 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit E, Contract including General Terms and Conditions.

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 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 B 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 B 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 contract.

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, and how its approach and work plan align with the OSOS's vision, goals and approach set forth in the project charter attached as Exhibit A.
- B. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. 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 the Project Executive Committee, Management Committee, and teams as set forth in the project charter attached as Exhibit A. The Contractor may also 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.
- 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 Executive and Management Committees.

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 (in years and in substantial projects) the Contractor and any proposed subcontractors have in organizational change management consultation and services, including provision of the same to government entities and on projects involving relocation to a new 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 three 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.

E. OMWBE Certification

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm(s) and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

The maximum fee for this contract must be Five Hundred Thousand Dollars (\$500,000.00) or less to be considered responsive to this RFP.

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 contract. 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 under the contract. Contractors are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

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 CONTRACT 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
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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
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Project Team Structure/ Internal Controls	15 points (maximum)
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Staff Qualifications/Experience	20 points (maximum)
Experience of the Contractor	15 points (maximum)
Cost Proposal – 35%	70 points
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Executive Order 18-03 Evaluation Preference – 5%	10 points
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Sub-Total	210 points
References (top-scoring Contractor(s) only)	10 points
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GRAND TOTAL	220 POINTS

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 CONTRACT EXECUTION

Upon receipt of all required materials, a Contract including General Terms and Conditions substantially in the form of the attached Exhibit E 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 contract. 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 contract may begin when the contract 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 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	Project Charter and Projected Schedule of Activities
Exhibit B	Certifications and Assurances
Exhibit C	Small Business Self-Certification Statement
Exhibit D	Contractor Certification for Executive Order 18-03 – Workers' Rights
Exhibit E	Contract including General Terms and Conditions
Exhibit F	Wage Theft Certification

EXHIBIT A

Office of the Secretary of State – Library Archives Building

Project Charter with the Secretary of State’s office and Miller-Hull Architects

February 17, 2021

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Office of the Secretary of State – Library Archives Building

PROJECT CHARTER

PART 1: Project Vision and Goals

VISION:

WHAT: The Library Archives Building will actively connect Washington State’s citizens to the rich history and inclusive future of Washington State...

HOW: ...by creating a transparent and accessible building that houses the current and future needs of the Office of the Secretary of State...

WHY: ...so that the heritage of our past can be appropriately honored, and the future of our state can be responsibly guided, through a symbolically and functionally resilient facility.

GOALS:

The project shall:

- Preserve and make accessible our state’s history and heritage through the incorporation of modern archival standards in a warm and inviting building.
- Be a space that is flexible and adaptable to meet the evolving needs of the Office of the Secretary of State.
- Be an inspiring place to work and visit.
- Be environmentally responsible, and responsive.
- Represent Washington State culture.
- Be a model for other future public buildings.

PART 2: Project Governance and Decision Making

Everyone involved in this project will work towards decision-making using a consensus-based structure for the benefit of the project. The function of the project governance structure is to allow timely decisions to be made while maintaining the project’s goals and a high level of stakeholder input.

The project shall be governed by three groups: The Project Executive Committee, the Project Management Committee, and Project Work Teams, along with input from internal OSOS Staff Committees. Most decisions can and will be made at the Project Work Team and Project Management Committee levels. It will be the responsibility of the PWTs and PMC to raise the flag early to bring consensus-related issues to the attention of the Project Executive Committee.

PROJECT EXECUTIVE COMMITTEE (PEC):

The Project Executive Committee is comprised of a relatively small group, and acts as a steering group who will be made aware of incremental decisions being made by the entire project team, and will provide overall guidance on whether the direction of the project is representative of the project's Vision and Goals. The Project Executive Committee will meet monthly to review the overall project progress, budget and direction, and to resolve team issues.

Project Executive Committee members:

- Secretary of State Kim Wyman
- Assistant Secretary of State Mark Neary
- Deputy Secretary of State Sheri Nelson
- Department of Enterprise Services Project Manager Dave Lohrengel
- Miller Hull Partner-in-Charge Ron Rochon
- MH Project Manager, Susan McNabb

PROJECT MANAGEMENT COMMITTEE (PMC):

The Project Management Committee reports directly to the PEC, and is in contact with all of the Project Work Teams in order to maintain an understanding of where all of the PWTs are heading. It will meet weekly and will provide oversight to the project related to scope, schedule, and budget at a more operational level.

Project Management Committee members:

- Assistant Secretary of State Mark Neary
- Deputy Secretary of State Sheri Nelson
- OSOS Project Liaison Patrick McDonald
- Department of Enterprise Services Project Manager Dave Lohrengel
- Miller Hull Project Manager Susan McNabb

MILLER-HULL PROJECT WORK TEAMS (PWT):

Project Work Teams will be made up of Subject Matter Experts (Vendors, Contractors, OSOS staff, etc.) and select Stakeholder Representatives to discuss project issues and make decisions regarding functional building relationships, while keeping the project vision and goals in focus. Members of these teams will have responsibility within their own teams but will be, from time to time, called upon to collaborate with other work teams for a completely integrated and coordinated project. Four Project Work Teams identified include: The PWTs will have weekly combined internal meeting (MH + our consultants) and weekly or bi-weekly check in with OSOS Subject Matter Experts (weekly in early design phases).

Public Realm

- Responsible for discussions and decisions related to the look and feel of the skin of the building, its relationship to the site, and overall site design and accessibility.

Interior Program Spaces

- Responsible for working on departmental adjacencies, co-location, shared spaces, and the general building layout and finishes.
- Public Realm and Interior Program Spaces have a common element of DESIGN – work teams will need to cross coordinate to ensure alignment.

Systems and Infrastructure

- Largely made up of engineering disciplines, focusing on items including, but not limited to the optimal building structure, mechanical and electrical systems, and technology and security systems.
- Systems and Interiors conversations will overlap at times, namely in discussions about mechanical and HVAC systems.

Secure Storage

- Given the specialized nature of the secure storage for library and archives collections, this group will be made up of a sub-set of members of the Interior Program Spaces and Systems and Infrastructure teams, plus specialists in Secure Storage.

OSOS STAFF TEAMS:

Several OSOS staff teams are created in support of this project. They will be made up of OSOS staff members and others based on expertise, collaborative work ability, and broad organizational perspective. The goal is to ensure that OSOS staff and stakeholders have the opportunity to take an advisory role in the planning and design of the new Library - Archives Building and to monitor the progress of construction for their individual divisions and work groups.

These teams are advisory in nature and will meet in support of the PEC, PMC, and PWT. The Change Management Consultant will assist OSOS teams with setting up meetings, managing information to and from the committee, and follow-up on advice given.

Committees may meet from time to time at certain major design development, during the preparation of design documents, and through the construction process and beyond if needed. Members remain with the team for the entire project, usually three years.

As the work unfolds, the teams may receive progress updates and be asked to participate in tours of the construction site. Advice from the various teams are meant to inform the architect, design, and construction teams but will work as diligently as possible to not impact the project timeline or budget.

The teams are as follows:

- Art in Public Places Team
- Change Management Team
- Communications Team
- Interior and Exterior Appearance and Finishes Team

- Workspace and Shared Space Advisory Team
- IT / Telecommunications Planning Team
- Relocation Planning Team
- Safety and Security Planning Team

Art in Public Places Team

This Team will help select artists and participate in the approval of temporary or permanent art installations (or a combination of both) in the Library Archives Building as part of the Art in Public Places program

Change Management Team

Members of the Team will communicate information to the staff in their divisions, prepare staff for changes necessitated by the project, and relate concerns from their divisions to the attention of the PMC for resolution. This Team will work closely with the Division Programming Team.

Prepares the messaging, acts as a conduit between staff and staff teams, and project management and vice versa. The team will meet at least monthly.

Communications Team

Headed by the OSOS Communications Director, the Team will manage internal and external messaging, project web site and social media, and will field any questions from press and media outlets. This group will also assist with any public (external) or staff related (internal) outreach and events.

Meet as needed. Respond to internal or external issues. Manage overall messaging and project website. OSOS Communications team manages committee meeting scheduling and information sharing.

Interior and Exterior Appearance and Finishes Team

The Division members provide the design voice of their divisions to the architects and interior/exterior designers and PMC. The teams will advise the Project Work Teams when requested with selection of color schemes, flooring materials, wall finishes, and furniture fabric and design, and provide input concerning the exterior appearance of the building.

The team will meet when requested by MH in an advisory role.

Workspace and Shared Space Team

Consists of the seven Division Directors or their representatives. This Team provides a conduit between the PEC, PMC and division staff, in order to relay issues brought up by the division staff as a result of the schematic design and design development process and project engagement sessions. The Team will work closely with the Change Management Team and consultant to focus on staff concerns, and to review ways in which present procedures could be refined, changed, or discontinued in the new facility. Focused on space needs and requirements.

IT / Telecommunications Planning Team

This Team will be primarily responsible for evaluating and providing direction on the IT, Telecommunications, and Security infrastructure design. This Team will work closely with the Safety and Security Planning Team on issues regarding the security infrastructure of the project.

Relocation Planning Team

Headed by the OSOS Facility Manager, this Team will represent all of the divisions and will assist the Facilities Management Team with relocation decision making and disseminating relocation information to the divisions. This includes providing timelines for division moves, identification of specialized equipment to be packed and relocated, and coordination with the IT/Telecom Planning Team.

Safety and Security Planning Team

Separate from the IT/Telecommunications Planning Team, this Team will provide direction to the project Work Teams on safety and security issues related to public and staff access, exterior lighting, egress route visibility, security camera locations, fire and life safety measures, and issues related to the safety of employees and the public, and prevention of criminal and terrorist activities in and around the facility.

PART 3: Team Behaviors and Communication

As noted above, decision making and issue resolution will be critical to avoid impacts to the project process, schedule and budget. In order to support the Project Vision, Project Goals, and Project Governance and Decision Making structure noted in Parts 1 and 2, the following behaviors and tools will be utilized:

MUTUAL TRUST AND RESPECT

- We will foster an environment that promotes collaboration, and we will all work as a team in the best interest of the project. Our successes and challenges are shared and we are dedicated to the success of the entire project team rather than individual parties. Team members will:
 - employ active listening and information sharing
 - harness and invite the talents and insights of all participants
 - will not confuse leadership with authority

OPEN AND CLEAR COMMUNICATION

- We will communicate openly, honestly, and directly, with respect for individuals and with timely information that facilitates everyone's contributions. The team will behave with a "no blame" culture, and will recognize disputes early and will resolve them promptly.

RELIABLE PROMISING

- The team will make and secure reliable promises as a basis for planning and executing the project. This requires all team members to ensure that processes and initiatives are sustainable across the team, and to admit when help is needed when team members cannot deliver on promises. We will all share successes and failures as a TEAM.

COLLABORATIVE INNOVATION AND DECISION-MAKING

- We will make major decisions using a consensus-based structure for the good of the project. This will require the involvement of the right people at the right time. We commit to transparency in all decision-making.

UNDERSTAND LIMITATIONS AND RAISE THE FLAG

- We will be proactive about understanding our own limitations in decision-making and reaching consensus. We will realize and recognize when the team has worked too long and hard to solve a problem, and will raise the flag early to bring decision-making difficulties to the attention of the PMC and PEC. It is important for every team member to know when they need help.

CLEAR ORGANIZATION AND LEADERSHIP

- The team will work to make connections with all stakeholders and develop trust, as we work as a joint team. Leadership shall be taken by the team member most capable with regard to the specific task at hand.

OWNERSHIP OF OUTCOMES

- We will hold regular meetings throughout the design, and construction process with all key participants to leverage the collective potential of the combined knowledge and expertise of all parties. This framework will allow the team to point to specific moments when we, TOGETHER, moved things forward.

REACH FOR DESIGN EXCELLENCE

- All disciplines will work to develop designs that align with the vision and goals of the project. These goals will be kept at the forefront of all discussions to ensure that they are woven into the fabric of the design.

FACILITATE DESIGN ACCEPTANCE

- We will ensure that the project vision and goals are embedded in all design decisions. We will foster relationships with OSOS staff committee members throughout the design process. We acknowledge the positive outcomes, as well as the complexity that co-location and consolidation will bring.

BUDGET AND SCHEDULE CONTROL

- The team will review budget and schedule updates at major milestones and will facilitate the use of responses to issues, rather than reactions. We will encourage the group ownership of the budget, schedule, and quality.

MAINTAIN A HIGH PERFORMANCE TEAM

- Through all of these behaviors and communications strategies, we will work to create trust through transparency, accountability, and candor. We will have fun, take pride in the project, and will celebrate achievements throughout the process.

Exhibit A

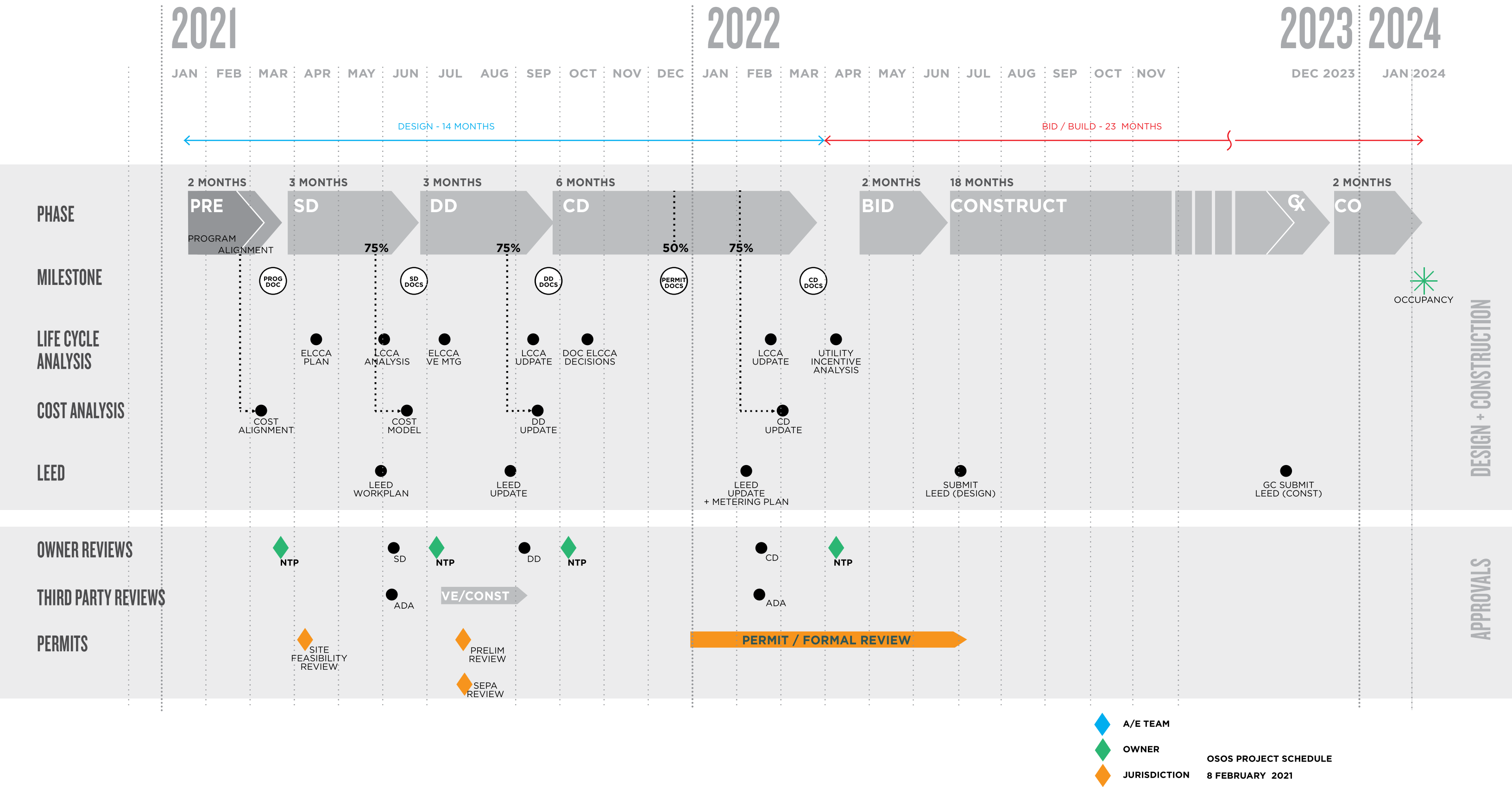


EXHIBIT B

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 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 C

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 D

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- 21-02

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 E

CONTRACT FOR ORGANIZATIONAL CHANGE MANAGEMENT SERVICES

BETWEEN

WASHINGTON STATE OFFICE OF THE SECRETARY OF STATE

AND

CONTRACT # S-_____

This Contract for Organizational Change Management Services ("Contract") is made and entered into by and between the Washington State Office of the Secretary of State (OSOS), and the below named firm, a _____, hereinafter referred to as Contractor:

Name: _____

Address: _____

Phone: _____

Email: _____

WA State UBI Number: _____

FEIN: _____

RECITALS

WHEREAS, OSOS issued a Request for Proposals 21-02 dated February 24, 2021 ("RFP") for the purpose of soliciting interest from qualified vendors in providing organizational change management services to OSOS in connection with its move and co-location of several divisions into a new building, which RFP is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Contractor submitted a timely Proposal in response to the RFP, which Proposal is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, OSOS evaluated all properly submitted Proposals and identified Contractor as the apparent successful Contractor, and has further determined that entering into a contract with Contractor will meet OSOS's needs and will be in its best interests.

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

1. PURPOSE

The purpose of this Contract is for Contractor to provide project management support resources to assist in the coordination of information gathering and organizational change management necessary to successfully co-locate operations of OSOS.

2. STATEMENT OF WORK; GENERAL TERMS AND CONDITIONS

Contractor shall furnish the necessary personnel, equipment, material, supplies and services and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work attached hereto as Exhibit C and incorporated herein by this reference.

The General Terms and Conditions attached hereto as Exhibit D and incorporated herein by this reference govern the work to be performed under this Contract, the nature of the relationship between OSOS and Contractor, and specific obligations of both parties.

3. PERIOD OF PERFORMANCE

The period of performance under this Contract will be from _____ through September 30, 2022. OSOS shall have the option to extend this Contract for up to two (2) additional six (6)-month terms, in each case upon written notice to Contractor not less than thirty (30) days prior to the end of the then-current term. Any extension shall be subject to mutual agreement between OSOS and Contractor.

4. COMPENSATION

OSOS may pay Contractor an amount before taxes not to exceed _____ Dollars (\$_____) for satisfactory performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. Contractor's compensation for services rendered shall be based on the rates and fees set forth in the Statement of Work, and shall be payable subject to the terms and conditions of this Contract. Total costs shall not be increased except by an amendment to this Contract duly executed by both parties.

5. PAYMENT TERMS

- A. Statewide Vendor Payment Registration. Contractor is required to be registered in the Statewide Vendor Payment System, prior to submitting a request for payment under this Contract.
- B. Billing Procedures. Each billing shall consist of an original invoice each month and shall be submitted to the OSOS contract manager, with a copy of the same sent to payables@sos.wa.gov. Invoices shall include the following:

- i. Contract No. _____;
- ii. Contractor's Statewide Vendor number;
- iii. Contractor name, address, telephone number, and email address for billing issues;
- iv. Date(s) and hours of service;
- v. Rates for service;
- vi. Invoice amount; and
- vii. Payment terms

Payment for approved and completed work will be made by warrant or account transfer by OSOS within thirty (30) calendar days of receipt of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, Contractor must provide OSOS a Statewide Vendor number. Payment cannot be made without these numbers on file. The Contract number and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.

OSOS may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any terms or conditions of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract will be made by OSOS.

Payment shall be sent to the address designated by Contractor. Should questions arise during processing of invoices, inquiries should be sent to payables@sos.wa.gov.

6. INSURANCE

Contractor shall provide insurance coverage as set out in this section. Failure to buy and maintain the required insurance may result in the termination of this Contract at OSOS's option. The intent of required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or any subcontractor of Contractor, or agents of either, while performing under the terms of this Contract. By requiring insurance herein, OSOS does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to OSOS in this Contract.

Contractor shall, at all times during the term of this Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below:

- A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the “each occurrence” limit. The CGL insurance shall have a products-completed operations aggregate limit of at least two times the “each occurrence” limit.
- B. Employers Liability (Stop Gap) Insurance. 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 and will maintain employers liability insurance and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000. The state of Washington will not be held responsible in any way for claims filed by Contractor or its employees for services performed under this Contract.

The insurance shall cover bodily injury, including disease, illness and death, and property damage arising out of Contractor’s premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractual (including the tort liability of another assumed in a business contract), and contain a separation of insureds (cross liability) conditions.

- C. Business Automobile Liability Insurance. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, Contractor shall maintain business automobile liability insurance with a limit of not less than \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

The insurance required to be maintained pursuant to this Contract shall be issued by an insurance company authorized to do business in the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policies. All policies shall be primary to any other valid and collectible insurance. Contractor shall instruct its insurers to give OSOS thirty (30) calendar days’ advance notice of any insurance cancellation. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy required pursuant to this Contract.

Upon request, Contractor shall submit to OSOS the certificates of insurance that outline the coverages, limits and terms specified herein. Contractor shall submit renewal certificates as appropriate during the term of the Contract. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractors must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility. Contractor hereby waives all rights against OSOS for recovery of damages to the extent such damages are covered by insurance maintained pursuant to this Contract.

7. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person listed below for all communications, notices and billings regarding the Contract:

CONTRACTOR:**CONTRACT MANAGER**

Phone: _____

e-mail: _____

OSOS:**CONTRACT MANAGER**

Mark Neary, Assistant Secretary of State

Office of the Secretary of State

Phone: (360) _____

e-mail: mark.neary@sos.wa.gov

8. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

Each of the exhibits listed below is incorporated by reference into this Contract. In the event of any inconsistency, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations
- B. This Contract
- C. Exhibit C – Statement of Work
- D. Exhibit D – General Terms and Conditions
- E. Exhibit B – Contractor's Proposal
- F. Exhibit A – RFP 21-02

9. AUTHORITY

Each party to this Contract, 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

10. NOTICES

Any notice, demand or other communication required or permitted to be given under this Contract or applicable law will be effective only if it is in writing and sent by U.S. mail, postage prepaid, or by a recognized courier service, or sent via email, to the other party at the other party's address provided in section 9 of this Contract. Notices shall be effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee. A notice address may be changed by written notice given as provided above.

11. ENTIRE AGREEMENT

This Contract, including the exhibits hereto, represent all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

12. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract or document which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract.

13. APPROVAL; AMENDMENTS

This Contract shall be subject to the written approval of OSOS's authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

14. COUNTERPARTS; ELECTRONIC SIGNATURES

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or duplicate original will be deemed to be an original copy of the Contract signed by each party for all purposes. A signed copy of this Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission or digital signature shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

THIS CONTRACT is executed by the persons signing below, who warrant that they have the authority to execute this Contract.

By: _____

(Signature)

(Printed Name)

(Title)

(Date)

STATE OF WASHINGTON

OFFICE OF THE SECRETARY OF STATE

Mark Neary, Assistant Secretary of State

(Date)

EXHIBIT A

[REQUEST FOR PROPOSALS 21-02]

EXHIBIT B

[CONTRACTOR'S PROPOSAL]

EXHBIT C
[STATEMENT OF WORK]

EXHIBIT D

GENERAL TERMS AND CONDITIONS

DEFINITIONS

“Agent” means the Secretary of State and/or the delegate authorized in writing to act on the Secretary of State’s behalf.

“Contract” means the Contract entered into by and between OSOS and Contractor, including all exhibits incorporated by reference into the Contract.

“Contractor” means the entity or individual performing services under this Contract, and includes all employees of Contractor.

“OSOS” means the Office of the Secretary of State.

“Proprietary information” means information owned by Contractor for which Contractor claims a protectable interest under law. Proprietary information includes, but is not limited to, information protected by copyright, patent, trademark or trade secret laws.

“Subcontractor” means an entity or individual not in the employment of Contractor who is performing all or part of the work to be performed under the Contract under a separate contract or agreement with Contractor. The terms “Subcontractor” and “Subcontractors” may refer to Subcontractor(s) in any tier.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

Contractor must comply with the Americans with Disabilities Act of 1990, Public Law 101-336, 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by Contractor without prior written consent of OSOS, and any such attempted transfer or assignment without such consent shall be void and of no effect.

ATTORNEYS’ FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, the parties will share equally in the cost of the alternative dispute resolution method, including the cost of a dispute resolution panel. In addition, each party will be responsible for its own attorneys’ fees incurred while utilizing such alternative dispute resolution method. If any litigation is brought to enforce any term, condition, right or obligation under this Contract, or as a result of the Contract in any way, each party agrees to bear its own attorneys’ fees, costs and expenses.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

Contractor shall not use or disclose any information concerning OSOS, or information that may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of OSOS, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Washington State Executive Ethics Board or other tribunal, OSOS may, in its sole discretion, by written notice to Contractor, terminate the Contract if it is found after due notice and examination by OSOS that there is a violation of the Ethics in Public Service Act, RCW Chapter 42.52 or any similar statute involving Contractor in the procurement of, or performance under, this Contract. In the event this Contract is terminated as provided above, OSOS shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. The rights and remedies of OSOS provided for in this clause shall not be exclusive and are in addition to any and all other rights and remedies provided by law. The existence of facts upon which OSOS makes any determination under this clause may be an issue for adjudication as provided in the **DISPUTES** clause of this Contract.

CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that OSOS is subject to RCW Chapter 42.56, and that this Contract is a public record as defined therein. Any specific information that is claimed by Contractor to be proprietary and confidential must be clearly identified as such by Contractor. Price information and entire bid proposals will not be treated as proprietary and confidential. To the extent consistent with state law, OSOS will maintain the confidentiality of all Proprietary information. If a public records request is made for such information, OSOS will notify Contractor of the request and of the date such records are scheduled to be released unless Contractor obtains an order from a court of competent jurisdiction enjoining the release.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act, and shall be owned by OSOS. OSOS shall be considered the author of such materials. In the event that the materials are not considered "works for hire" under U.S. copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in the materials, including all intellectual property rights, to OSOS, effective from the moment of creation of such materials.

"Materials" in this context means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

For materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor hereby grants to OSOS a non-exclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform and publicly display. Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to OSOS.

Contractor shall exert all reasonable efforts to advise OSOS, at the time of delivery of the materials furnished under the Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of the Contract.

OSOS shall receive prompt written notice of each notice or claim of infringement received by Contractor with respect to any data delivered under the Contract. OSOS shall have the right to modify or remove any restrictive markings placed upon the data by Contractor.

COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by Contractor for securing business. OSOS shall have the right, in the event of breach of this clause by Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

Contractor is responsible for any audit exceptions or disallowed costs incurred by Contractor or its Subcontractors.

DISPUTES

Except as otherwise provided in this Contract, when a bona fide dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

The request for a dispute hearing must: (1) be in writing; (2) state the disputed issue(s); (3) state the relative positions of the parties; (4) state requester's name, address, and the contract number; and (5) be mailed to the Agent and the respondent's contract manager. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within 15 business days.

The Agent shall review the written statements and reply in writing to both parties within ten business days. The Agent may extend this period if necessary by notifying the parties.

The parties agree that this dispute hearing process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

OSOS shall not pay Contractor if Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

FAILURE TO PERFORM AND REMEDIES

If Contractor fails to perform any substantial obligation under the Contract, OSOS will give Contractor written notice of such failure. If after 30 calendar days from the date of notice, or other time period agreed between the parties, Contractor has still not performed, OSOS may then withhold some or all monies due and payable to Contractor until such failure is cured or is otherwise resolved. This remedy is not exclusive, but is in addition to any and all other remedies available to OSOS as provided herein or as are available under law.

GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without reference to conflict of law principles. Jurisdiction for any action hereunder and venue for any such action shall be in Superior Court for Thurston County, Washington.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless OSOS, its officials, agents and employees from and against all claims, including reasonable attorneys' fees resulting from such claims, by third parties arising out of or incident to Contractor's or any Subcontractor's intentional, willful or negligent acts or omissions in the performance of the Contract. Contractor's obligation to indemnify, defend and hold harmless OSOS shall not be eliminated or reduced by any actual or alleged concurrent negligence of OSOS or its officials, agents or employees.

"Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any Subcontractor or its employees.

Contractor waives its immunity under RCW Chapter 51 to the extent it is required to indemnify, defend and hold harmless OSOS and its officials, agents and employees.

INDEPENDENT CAPACITY OF CONTRACTOR

The parties intend that an independent contractor relationship be created by this Contract, and that the employees or agents of one party will not be deemed or construed to be employees or agents of the other party for any purpose whatever. Contractor and Contractor's employees or agents performing under the Contract are not employees or agents of OSOS. Contractor will not hold itself out as or claim to be an officer or employee of OSOS by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law.

INDUSTRIAL INSURANCE COVERAGE

Contractor shall comply with the provisions of RCW Chapter 51. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, OSOS may collect from Contractor the full amount payable to the Industrial Insurance accident fund. OSOS may deduct the amount owed by Contractor to the accident fund from the amount payable to Contractor by OSOS under this Contract, and transmit the deducted amount to the Department of Labor & Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from Contractor.

LICENSING, ACCREDITATION, REGISTRATION AND BONDING

Contractor shall comply with all applicable local, state and federal licensing, accreditation, registration and bonding requirements and standards necessary for the performance of the Contract.

LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment and/or services rendered by Contractor under the Contract shall be free of all liens, claims or encumbrances of any kind, and Contractor shall deliver a formal release of the same to OSOS upon request.

LIMITATION OF AUTHORITY

Only the Agent, the Assistant Secretary of State or the Deputy Secretary of State or their designees shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, OSOS may rescind, cancel or terminate the Contract in whole or in part, and Contractor may be declared ineligible for further contracts with OSOS. Contractor shall be given a reasonable time in which to cure any non-compliance, and any dispute regarding nondiscrimination compliance may be resolved in accordance with the **DISPUTES** procedures set forth herein.

PERSONAL LIABILITY

In no event shall any official, employee or agent of OSOS be in any way personally liable or responsible for any covenant or agreement to be observed by OSOS in this Contract, whether express or implied, nor for any statement or representation made in connection with the Contract.

PUBLICITY

The award of this Contract is not in any way an endorsement of Contractor or Contractor's services by OSOS, and may not be so construed by Contractor in any advertising or other publicity materials. Contractor agrees to submit to OSOS all advertising and publicity matters relating to the Contract wherein OSOS is named or mentioned or language is used from which the connection of OSOS's name

may, in OSOS's judgment, be inferred. Contractor agrees not to publish or use such advertising and publicity materials without the prior written consent of OSOS.

OVERPAYMENTS TO CONTRACTOR

Contractor must refund to OSOS the full amount of any erroneous payment or overpayment under the Contract within 30 calendar days of written notice. If Contractor fails to make timely refund, OSOS may charge Contractor one percent (1%) per month on the amount due until paid in full.

RECORDS MAINTENANCE

Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by OSOS, personnel duly authorized by OSOS, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to OSOS, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

SAVINGS

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, OSOS may terminate the Contract under the **TERMINATION FOR CONVENIENCE** clause without the 10-day notice requirement, subject to renegotiation at OSOS's discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

SUBCONTRACTING

Neither Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OSOS. In no event shall the existence of the subcontract operate to release or reduce the liability of Contractor to OSOS for any breach in the performance of Contractor's duties. This clause does not include contracts of

employment between Contractor and personnel assigned to work under this Contract. Additionally, Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

SURVIVORSHIP

All terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. In addition, the terms of the sections titled **OVERPAYMENTS TO CONTRACTORS, CONTRACTOR'S PROPRIETARY INFORMATION, COPYRIGHT PROVISIONS, DISPUTES, INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE**, and **PUBLICITY** shall survive the termination of this Contract.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, and any other taxes, insurance or other expenses for Contractor or its staff shall be the sole responsibility of Contractor.

TERMINATION FOR CAUSE

In the event that OSOS determines that Contractor has failed to comply with the conditions of this Contract in a timely manner, OSOS has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, OSOS shall notify Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days of such notice, the Contract may be terminated or suspended.

In the event of termination or suspension, Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., the cost of competitive bidding, mailing, advertising and staff time.

OSOS reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by OSOS to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that Contractor: (1) was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of OSOS provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, OSOS may, by 10 calendar days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, OSOS shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this Contract, OSOS, in addition to any other rights provided in this Contract, may require Contractor to deliver to OSOS any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the **TREATMENT OF ASSETS** clause shall apply in such property transfer.

OSOS shall pay to Contractor the agreed upon price, if separately stated, for completed work and services accepted by OSOS, and the amount agreed upon by Contractor and OSOS for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by OSOS, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of OSOS. Failure to agree with such determination shall be a dispute within the meaning of the **DISPUTES** clause of this Contract. OSOS may withhold from any amounts due Contractor such sum as the Agent determines to be necessary to protect OSOS against potential loss or liability.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise direct by the Agent, Contractor shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
3. Assign to OSOS, in the manner, at the times, and to the extent directed by OSOS, all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to OSOS and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the Contract had been completed, would have been required to be furnished to OSOS;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this Contract, which is in the possession of Contractor and in which OSOS has or may acquire an interest.

TREATMENT OF ASSETS

Title to all property furnished by OSOS shall remain in OSOS. Title to all property furnished by Contractor, for the cost of which Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in OSOS upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in

OSOS upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by OSOS in whole or in part, whichever first occurs.

Any property of OSOS furnished to Contractor shall, unless otherwise provided herein or approved by OSOS, be used only for the performance of this Contract.

Contractor shall be responsible for any loss or damage to property of OSOS that results from the negligence of Contractor or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices.

If any OSOS property is lost, destroyed or damaged, Contractor shall immediately notify OSOS and shall take all reasonable steps to protect the property from further damage.

Contractor shall surrender to OSOS all property of OSOS prior to settlement upon completion, termination or cancellation of this Contract.

All references to Contractor under this clause shall also include Contractor's employees, agents and Subcontractors.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent or other default or breach. Any waiver shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing and signed by the authorized representative o

EXHIBIT F

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).

Contract No.: _____
Contract Solicitation Dated: February 22, 2021

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 RFP Coordinator at:
jim.webster@sos.wa.gov