

Washington State Patrol

Request for Proposal (RFP) #: RFP WSP DEI2021

Title: WSP WORKFORCE DIVERSITY, EQUITY & INCLUSION
STRATEGIC RECRUITMENT PLAN 2021





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If any documents do not open, please email the RFP Coordinator requesting the files.

BIDDER ELIGIBILITY: This RFP is open to those bidders which satisfy the minimum qualifications stated herein and that are available for work in Washington State.

DEFINITIONS

Term or Acronym	Definitions for the purposes of this RFP include:
ASB	Apparent Successful Bidder (ASB)
Bidder	Individual, company, organization, public or private agency, or other entity submitting a proposal in order to attain a contract with WSP.
Contract	This document, all schedules and exhibits, Statement of Work (SOW), and all amendments.
Contractor	Individual or company whose proposal has been accepted by the WSP and has been awarded a fully executed, written contract.
Effective Date	The first date the Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.
Letter of Interest	A letter created by the bidder to address the items in the Letter of Interest section to include a statement of understanding.
Proposal	A formal offer submitted in response to this solicitation.
RCW	The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amendment, or replacement statute.
Request for Proposal (RFP)	A formal procurement document in which a service or need is identified and skills and expertise are being sought to deliver the service or meet the need. The purpose of an RFP is to solicit from the Bidder or consultant community to propose the qualified Bidder(s) and associated pricing/costs to provide the service and/or meet the identified need
RFP Coordinator	The WSP named solicitation Coordinator, or designee, employed by the WSP Contracts, and the individual responsible for conducting this RFP.
Services	Those services provided by the Contractor relating to workforce diversity, equity and inclusion and/or any related services that are appropriate to this RFP or its resulting Contract's Statement of Work.
Statement of Work (SOW)	Those services to be provided by the Apparent Successful Bidder (ASB).
Subcontractor	One not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. Subcontractors are not allowed under this Contract without permission, in writing, from the WSP Contract Manager.
WAC or Washington Administrative Code	The regulations of the Washington State executive branch agencies issued by authority of statutes. Like legislation and the Constitution, regulations are a source of primary law in Washington State. All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.
WEBS or Washington's Electronic Business Solution.	The Washington State Department of Enterprise Services' (DES) on-line system which provides vendor registration and notification activities for governmental solicitations and procurements. WEBS provides Contractors automatic email notification of new bidding opportunities, and is free to contractors and government organizations. The WEBS website is: https://fortress.wa.gov/ga/webs/ .

1. INTRODUCTION

1.1 RFP Scope of Work

Purpose

The Washington State Patrol (WSP) is seeking proposals from qualified vendors (Bidders) to develop a comprehensive WSP Workforce Diversity, Equity and Inclusion (DEI) Strategic Recruitment Plan and provide innovative approaches for the implementation of the plan. WSP considers workforce diversity, equity, and inclusion one of its top priorities and seeks to align this priority with the WSP mission and goals.

The Bidder shall ensure that all project tasks and deliverables are provided on time and in accordance with applicable requirements, guidelines, and best practices. The WSP is looking for a Bidder with extensive education and experience in the field of economics and workforce/labor analysis related to diversity, equity, and inclusion. The selected Bidder must have experience consulting with the law enforcement profession, preferably with a similar organization size and scale as WSP. The selected Bidder or team must be able to provide WSP with the relevant tools, best practices, recommended trainings, and design strategies that support and engage community members and align organizational culture.

The selected Bidder must include a strategic Diversity Recruitment plan. The plan must address, at a minimum, the five (5) areas listed in the excerpt ESHB 2322 proviso 18 a–e below. The most successful Bidder will go beyond the minimum areas and suggest inventive and original approaches. WSP has an expectation that the plan will advance and improve their efforts in integrating diversity, equity, and inclusion, specifically in the workforce of the WSP as well as in the overall culture. In addition to the workforce diversity, equity and inclusion plan, assessments, advice, and strategies to strengthen WSP's culture are expected to successfully fulfil the requirements of this RFP.

The Bidder's proposed plan should advance the WSP's commitment to diversity, equity and inclusion pertaining to the hiring and retention of a diverse workforce. This advancement should be sustainable and provide long term results. WSP will work closely and collaboratively with the selected Bidder.

Legislation enacted in 2020 ESHB 2322 proviso (18 a-e excerpt below) requires WSP to engage a consultant to conduct employment workforce diversity research, including research into a number of data elements about the state patrol workforce.

The selected Bidder is required to perform a current state assessment and develop, create, and provide the WSP with a Workforce Diversity, Equity, and Inclusion (DEI) Strategic Recruitment Plan that addresses the five areas listed in Engrossed Substitute House Bill (ESHB) 2322 proviso Section 207(18) (a) through (e).

EXCERPT FROM ESHB 2322

Sec. 207. 2019 c 416 s 207 (uncodified) is amended to read as follows:

(18) \$150,000 of the state patrol highway account is provided solely for the Washington state patrol to work with the department of enterprise services and office of minority and women's business enterprises to contract for a workforce diversity strategic Recruitment Plan. The successful consultant must have demonstrated expertise in workforce diversity research and an established record of assisting organizations in implementing diversity initiatives. The plan must include:

- (a) Current and past employment data on the composition of the state patrol workforce generally and of its protective service workers;

- (b) Research into the reasons for underrepresentation of minorities and women in the state patrol workforce;
- (c) Research on best practices for recruiting across the state and from communities historically underrepresented in the Washington state patrol workforce;
- (d) Case studies of law enforcement and other agencies that have successfully diversified their workforce; and
- (e) A strategic plan with recommendations that will address disparities in the Washington state patrol employment ranks in both commissioned and noncommissioned personnel, with a focus on executive, command, and supervisory employees.

1.2 Minimum Requirements

Bidders who do not demonstrate that they meet the minimum qualifications in their proposal will be considered non-responsive. Any proposal that is non-responsive will not be evaluated.

Bidders must be currently registered to do business in Washington State: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips> and/or <http://des.wa.gov/services/ContractingPurchasing/Pages/default.aspx>.

At a minimum, the Bidder including their proposed project team must meet the following requirements. Bidders shall explain how they meet or exceed these minimum requirements in the Proposal Questionnaire. Appendix G.

- A minimum of three (3) years of experience advising organizations on the development and implementation of workforce diversity and equity-centered strategies and practices to bring about institutional change.
- A minimum of five (5) year of experience facilitating with large and small groups e.g., complex learning processes in multi-cultural environment in law enforcement organizations.
- Experience in providing guidance, leadership, and consultation on workforce diversity, equity, inclusion, and cultural competency to organizations with complex and diverse needs.
- Experience creating and implementing assessment tools for organizations to evaluate their culture of workforce diversity, equity, and inclusion.
- Experience working with organizations that have labor union represented and non-represented employees.
- Skilled in organizational development and change management principles.
- Demonstrate experience successfully leading change initiatives.

Bidders may explain how they meet or exceed these minimum requirements in the Proposal Questionnaire. Appendix G the following **highly desired qualifications**:

- Experience conducting organizational assessments of law enforcement agencies of similar size and scale of operations and be familiar with law enforcement agencies in order to better

understand the laws that govern law enforcement and how some laws may be restrictive barriers to a diverse workforce.

- Experience working with public agencies, large and complex organizations, and groups that represent varied leadership roles.
- Flexibility to adjust to different learning styles and adapt to emerging needs.
- Ability to observe interpersonal dynamics and make connections with different voices at the table.
- Ability to develop concrete practices, guidelines, tools, etc.
- Experience providing individualized coaching at various levels of leadership.
- Ability to gather group input, synthesize complex ideas, as well as compare and contrast different perspectives
- Strong communication skills, with ability to develop and edit both written and visual/graphic documents.
- Connections or the ability to connect with other diversity, equity, and inclusion experts and thought leaders locally and/or nationally.

1.3 Deliverables

The Bidder shall, at a minimum, provide the following deliverables:

Phase 1: Data Collection

Hold a kickoff meeting with WSP staff within three (3) days of executed contract.

Conduct interviews and focus groups with key Executive Staff and WSP Managers.

Collaborate with WSP's team to understand current qualitative insights with descriptive statistics, cross-tabulations, and significance testing.

Emphasis to be placed on recruitment and retention of diverse candidates for all of the WSP which includes both sworn and civilian employees.

Key Activities

- Interviews and Focus Groups
- Quantitative Data collection

Deliverables

- Quality Assurance Plan
- Initial Project Assessment Report

Quality Assurance Plan

This plan defines how the Bidder will ensure specified requirements are delivered as outlined in the scope of work and customer expectations are being met. This plan shall include defined work product review timelines, project plan, deliverable review, and acceptance procedures as agreed upon with Bidder and WSP.

Initial Project Assessment Report

The report should provide recommendations for avoiding and/or responding to any identified problems and potential risks with the project's successful completion. This report will include the Project Kick-off Briefing, Research Plan, and detailed Project Plan accepted by WSP management to promote transparency in project progress and risk management. This report should identify any project delays, contracting issues, risks, financial risks, or other project management considerations with mitigation recommendations.

Phase 2: Analysis

Baseline assessment identifying gaps, triggers and points of potential bias.

Key Activities

- Groups Document and Process Reviews
- Qualitative Insights Reviews

Deliverables

- Monthly Quality Assurance Report

Monthly Quality Assurance Reports

Monthly reports communicating the status of the work for quality assurance purposes. These reports will include status updates on critical or significant tasks and milestones, key accomplishments, issues/risks, mitigation strategies, project deadlines, and deliverables status for all tasks within the statement of work.

Phase 3: Reporting

Synthesize data to generate a report of summary findings and observations mapped to Infrastructure and Analytics activators.

Post Report

Key Activities

- Data and Analysis findings

Deliverables

- Draft comprehensive report of findings with specific recommendations

Phase 4: Strategic Development

Accelerate development of and alignment to DEI strategy with evidence-based solutions. Establish 3-5 key priority areas to support business outcomes and the foundation for a new WSP Workforce Diversity, Equity & Inclusion Strategic Recruitment Plan (DEI) Strategy Recruitment Plan that creates an inclusive culture.

Key Activities

- DEI Strategic Recruitment Plan/Roadmap & Training Plan Development

Deliverables

- Monthly Quality Assurance Report
- Strategic DEI Recruitment & Training Roadmap/Plan
- Partner/Collaborate with WSP Leadership to implement the recommendations of the assessment.

Post Report

A report detailing the work completed and lessons learned.

The Post Report is comprised of two (2) elements:

- DEI Strategic Recruitment Plan, and
- DEI Training Plan

The Plan shall include key metrics that the WSP can track along with best practices for sustaining WSP’s DEI initiatives. The Post Report will also include recommendations for how the WSP can continue the DEI Strategic Recruitment and Training Plan work through detailed development of attainable goals, objectives and strategies and include all relevant trainings and materials necessary to enable the WSP to succeed in integrating DEI into the internal processes and systems.

1.4 RFP Schedule

This section presents the estimated schedule for this RFP in Pacific Standard Time (PST).

Action	Estimated Date / Time
RFP Posting Date	November 6, 2020
Pre-Bid Conference (virtual) (Optional) Bidders are encouraged to attend and participate. Attendance is not mandatory, however highly recommended.	November 17, 2020 2:00 p.m. – 4:00 p.m. PST
Question & Answer Period (Q&A) All questions, comments, or concerns regarding this RFP must be directed via Email to the RFP Coordinator listed in Section 1.5. Questions raised at the Pre-Bid conference and during the Q&A period will be answered and responses posted to Washington’s Electronic Business Solution (WEBS).	November 6, 2020 - November 23, 2020
Issue Addendum on WEBS including answers to Bidders’ questions	November 25, 2020
Letters of Intent Due (Optional) Potential Bidders are encouraged to submit a Letter of Intent.	November 30, 2020
Proposals Due	December 10, 2020 4:00 p.m. PST
Anticipated Announcement of Apparent Successful Bidder (ASB)	December 30, 2020
Anticipated Contract Award	January 15, 2021

1.5 WSP RFP Coordinator

The RFP Coordinator, shown in the table below is the sole point of contact for this RFP. All questions or concerns regarding this RFP must be directed to the RFP Coordinator.

Title	Name
RFP Coordinator	Julie Hannah
Email	contracts@wsp.wa.gov

1.6 Background

The Washington State Patrol (WSP) is a professional law enforcement agency comprised of dedicated professionals who work hard to improve the quality of life of Washingtonians. First established in 1921 with six (6) motorcycle troopers, the Washington State Patrol (WSP) has evolved into a premier law enforcement agency currently staffed with 1,051 commissioned employees, and 1,134 civil service employees.

The WSP Demographics are as follows:		
	Commissioned	Non- Commissioned
Male	972	557
Female	97	623
White	925	980
African American	26	25
Hispanic or Latino	47	44
Asian	22	57
Native Hawaiian; Pacific Is	1	6
American Indian/Alaskan	13	7
Two or more Races	34	57
Unspecified	1	4

The WSP is comprised of commissioned and civil service positions.

Commissioned:

Each hiring period involves four (4) phases of testing:

- Phase one (1) – written test and physical fitness testing.
- Phase two (2) – polygraph and oral board.
- Phase three (3) – background investigation.
- Phase four (4) – psychological and medical examination.

Civil Service Employees:

Each hiring period involves three (3) phases of testing:

- Phase one (1) – interview
- Phase two (2) – polygraph
- Phase three (3) – background investigation

The qualities the WSP looks for in its applicants:

- Honest and Compassionate – A service-oriented individual who displays sincere traits of helping others
- Courteous, friendly, nice, caring, empathetic, fair
- High level of intercultural sensitivity and creativity – Critical thinkers who think outside the box to successfully complete the mission
- Teamwork – Individuals that work well and efficiently together with others while displaying esprit de corps
- Mission Driven – Motivated individuals that take pride in their work and employer while understanding the big picture to accomplish the mission

- Professionalism, prestige, humility, and respect
- Feel a call to serve others
- Have a desire to protect others
- Helping people, enforce laws, increase safety, and make a difference

1.7 Scope of Services

The scope of this project is at a minimum to:

- Assess the current state, capacity, and capability of the WSP for cultural competency, workforce diversity, equity, and inclusion utilizing methods such as focus groups, employee survey, data analysis, etc.
- Provide details how Bidder will accomplish the objectives detailed in the 2020 ESHB 2322 18 a- e, the five (5) areas listed in the proviso.
- Provide guidance on the metrics to be used to evaluate the status of the institution for workforce diversity, equity, and inclusion, including identification and analysis of relevant comparable labor markets.
- Perform a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis and formulate preliminary recommendations of the diversity of WSP.
 - Undertake an analysis of existing organizational strengths and gaps with clear recommendations on how best to build upon strengths that will encourage workforce diversity, equity, and inclusion in all areas of the WSP organization and community.
 - Explicitly identify opportunities for improvement with suggestions regarding how to operationalize those improvements.
 - Evaluate and recommend strategies for improvement.
 - Evaluate any scope change management and make recommendations.
 - Evaluate project management processes to identify risks and make recommendations.
 - Develop an initial Project Assessment Report.
 - Perform routine project schedule monitoring.
 - Perform project deliverable reviews, with a focus on content and contribution to project success.
- Provide knowledge and insight on best inclusion practices in the field.
- With input from a wide variety of constituents, develop, create and present a comprehensive Workforce Diversity, Equity, and Inclusion Plan that includes sub-plans, and strategies including professional development for operational areas including:
 - Recruitment
 - Hiring Practices and Processes
 - Diversity, Equity, and Inclusion (DEI)
 - Communication (Internal and External)
 - Community Relations
 - Teaching and Learning
 - Culture
- All study recommendation and plans will be compliant with Washington state and Federal Affirmative Action statutes.

- Bidder's final product and Diversity, Equity, and Inclusion (DEI) plan will consider workforce strategies consistent with current Washington law regarding affirmative action in hiring.
- Provide a formal written report and presentation of all findings to the WSP team identified by the WSP Contract Manager. Produce a Project Completion and Close-Out Report.

The draft report shall be completed and submitted to the WSP prior to April 10, 2021.

The final report shall be completed and submitted to the WSP prior to April 30, 2021.

1.8 Objectives

The successful Bidder that results in a contract is expected to accomplish a set of objectives, which shall include but not be limited to:

- Review past available studies and the WSP 2020 Diversity Plan (See Section 8 of this RFP for Plan).
 - Identify areas that were not successful and need improvement
 - Identify areas that were successful
 - Review and provide feedback on the current WSP 2020 Diversity Plan

NOTE: Interested Bidders are encouraged to preview the past studies prior to preparing and submitting a proposal. The past studies are available and have been uploaded to WEBS in two (2) separate RFP documents for Bidders to preview. The two documents are labeled: WSP DEI2021 Part 2 11062020 and WSP DEI2021 Part 3 11062020.

- Develop a WSP Workforce Diversity, Equity and Inclusion (DEI) Strategic Recruitment Plan
 - Agency Level DEI Strategic Recruitment Plan to include the development of goals, objectives and strategies that:
 - i. Integrate DEI into the internal policy, procedures, or processes in the WSP;
 - ii. Integrate DEI into externally facing work.
- Develop a DEI Training Plan
 - Identify training gaps in the WSP;
 - Develop an accessible and usable training plan the WSP can continue with, that include, at a minimum, the following topics:
 - i. Building a common language and shared knowledge about DEI;
 - ii. Understanding implicit bias;
 - iii. Recognizing structural inequalities
- The DEI Strategic Recruitment Plan and DEI Training Plan will address and emphasize the following areas or attributes:
 - Service with Humility
 - Serve the Community
 - Honest, good morals and character
 - Diversity, equity and inclusion
 - Benefits provided by the WSP – stability, paid training, equipment provided, etc.
 - Interesting and challenging work
 - Opportunity for paid schooling
 - Interesting/Challenging /rewarding career
 - Job security
 - Tradition and honor
 - The WSP needs qualified applicants

- #1 Law Enforcement agency in the nation
- The Contractor will be required to reach out to other law enforcement agencies, CJTC, and State Government, and/or include the following states in its studies in developing the DEI Strategic Recruitment Plan and DEI Training Plan for the WSP:
 - Washington, Oregon, Idaho
 - Utah, California, Arizona
 - Hawaii
 - Louisiana, Texas, Alabama

1.9 Project Expectations

1.9.1 Statement of Work (SOW)

WSP is seeking professional services for the development of a Workforce DEI Strategic Recruitment Plan. The following list is an initial high-level summary of the requirements. This is not an exhaustive list of all requirements, but is provided for the Bidder's insight at a summary level to the structure of the Statement of Work (SOW) that will be part of the Contract.

Bidder's proposed SOW shall, at the minimum, address the following (which will be incorporated in the contract):

- **Detailed Description of the Scope of Services:** The SOW should detail all services proposed to be provided by Bidder and be incorporated into the WSP Workforce DEI Strategic Recruitment Plan.
- **Deliverables:** The SOW shall clearly identify all deliverables to be incorporated into the WSP Workforce DEI Strategic Recruitment Plan.
- **Clearly Identifying Roles and Responsibilities:** The SOW shall identify the activity name, deliverable name, provide a short description, and identify the individual responsible for each activity and deliverable.
- **SOW** shall identify one party as the "responsible party" (i.e., responsible for generating the deliverable and/or leading the activity or event) for each activity and deliverable. The SOW shall also identify other parties serving in a contributing role for an activity or deliverable (i.e., by providing input, feedback and/or direction), as applicable. The SOW should not identify any activity or deliverable as being the "joint responsibility" of both parties.
- **Acceptance Criteria:** The SOW shall describe the framework, specifications or definition of acceptance criteria for each deliverable to be completed and provided by the Bidder to the WSP.
- **Acceptance Review Periods:** The SOW shall specify the time period within which WSP is to accept the completed deliverable or notify Bidder of its rejection citing any issues, problems or deficiencies in a deliverable.
- **Project Management:** WSP expects Bidder to manage the WSP Workforce DEI Strategic Recruitment Plan and Reporting. The SOW shall describe how the Bidder will meet these expectations.
- **Quality Assurance Plan:** The project management shall include development and execution of a quality assurance plan by the Bidder.
- **Phasing/Deployment Strategy:** The SOW shall reflect the proposed phasing and deployment strategy for implementing the WSP Workforce DEI Strategic Recruitment Plan.
- **Knowledge Transfer/Training:** The SOW shall include descriptions of training and knowledge transfer to WSP staff.
- **Implementation Methodology.** The SOW shall contain a complete description of the implementation methodology or set of implementation procedures and practices, that will aid in the implementation of the WSP Workforce DEI Strategic Recruitment Plan.

1.9.2 Project Management

WSP expects the Bidder to follow general project management methodology in managing this project. The project management activities shall include, at a minimum, the following:

- Project Initiation
- Project Planning Services
- Project Execution Services
- Project Closeout Services

1.10 Compensation

The contract to be awarded from this RFP will be a fixed-price, deliverable-based contract. Bidder will be compensated based on their timely and successful completion of each of the deliverables and full acceptance of these deliverables by the WSP. Any number of estimated hours for completion of a deliverable or activity and any hourly rate to be proposed or provided by Bidders are for informational purposes only. Bidder will not be compensated based on hourly rate and the method of payment or compensation will not be on time and material. Therefore, the actual number of hours worked or spent by a Bidder for completion of a deliverable may exceed or fall short of the estimated hours proposed.

Bidders must be able to successfully complete and in a timely manner all deliverables identified in the fixed-cost deliverable worksheet as provided in the Appendix C Part 2, Proposal Questionnaire: Deliverable & Cost Proposal Compensation Table & Details excel document.

Compensation for work associated with the Contract awarded from this RFP will be based on completion of the deliverables described herein. Milestone payment for each deliverable will be due within a specified reasonable timeframe upon submittal, approval, and acceptance of the completed deliverable by WSP and received of an invoice from the Bidder. Invoices must be prepared in accordance with the billing procedures as described in the Contract, and presented to the WSP for payment upon written acceptance by the WSP of the completed deliverable.

Deliverable compensation example:

SAMPLE - Milestone Compensation Table				
	Deliverable Title	Estimated Hours	Estimated Due Date [mm/dd/yyyy]	Payment
1.				
2.				
3.				
4.				
5.				
6.				
Maximum Compensation for This Contract				
Not to exceed				\$150,000.00

This Contract may be renegotiated to provide for additional services subject to continued satisfactory completion of work as specified herein and written approval from the WSP.

2. GENERAL INFORMATION FOR THE BIDDER

2.1 Funding

Any contract(s) awarded as a result of this RFP is contingent upon the availability of funding.

The WSP Chief, or the Chief's delegate, are the only individual who may legally commit WSP to the expenditures 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.

2.2 Acquisition Authority

The Washington State Patrol RFP Coordinator issues this RFP acting under the authority of its enabling legislation Revised Code Of Washington (RCW) 39.26. This RCW establishes DES and regulates the manner in which state agencies may acquire general goods and services.

2.3 Contract Period

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin and end on or about dates listed in the model draft contract. WSP does not anticipate any need for extension to the period of performance. However, if the WSP decides later that an extension is needed, the term of the contract may be extended by amendment, at the sole discretion of WSP. The WSP also has the sole discretion to terminate the Contract, in whole or in part, or as otherwise provided in the Contract.

Additional deliverables and/or scope, as determined by WSP, may be added to the Contract in a mutually agreed upon amendment.

2.4 Inclusive Pricing

Bidders must identify and include all cost elements in their pricing complying with all contractual requirements needed to provide services as described in this RFP. Failure to identify all costs in a manner consistent with the instructions in this RFP may result in a proposal being determined non-responsive. The cost section is a scored section in this RFP.

2.5 Electronic Availability

The contents of this RFP, any addenda and/or amendments, and written answers to questions will be available in the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs/>.

All document(s) are in standard Microsoft Office and Adobe Acrobat formats. Bidders must be registered in WEBS in order to participate in this RFP and to receive current communications and/or changes/amendments to the RFP. Questions about the WEBS registration process may be directed to WEBSCustomerService@des.wa.gov or (360) 902-7400 between 8:00 am to 5:00 pm PST, Monday – Friday.

2.6 No Changes to Material Terms /No Substantial Changes

Bidders are reminded that this is a competitive RFP for a public Contract. The WSP cannot accept a Proposal or enter into a Contract that substantially changes the material terms and specifications published in this RFP.

2.7 Exceptions to Model Draft Contract

The ASB will be expected to enter into a contract which is substantially similar to attached Model Draft Contract. Bidders are reminded that this is a competitive RFP for a public Contract and that WSP cannot accept a Proposal or enter into a Contract that substantially changes the material terms and specifications published in this RFP. If the Bidder does not notify WSP of any exceptions to the Model Draft Contract at the time the proposal is submitted, the Bidder will be deemed to have accepted the terms of the Model Draft Contract.

Issues, concerns, exceptions or objections to any of the terms or conditions contained in, Model Draft Contract and documents must be set out in writing by Section or paragraph by the Bidder in the Exceptions to the Model Draft Contract provided in Appendix G. In completing the Exceptions

to the Model Draft Contract, Bidders must include a description of each issue, concern, exception, and/or objection. The Exceptions to the Model Draft Contract must also provide the reason or rationale supporting the issue, concern, exception, or objection and then propose a compromise that is reasonable in light of the commitment being sought by WSP. Stating that a paragraph is "not acceptable" or supplying proposed Contract terms without describing the reason or rationale will not be considered. If the Exceptions to Model Draft Contract fails to identify a particular term or condition, the term or condition will be deemed accepted, and WSP will not negotiate further changes to such paragraphs or sections.

The Bidder must propose all Exceptions with their proposal submission, in this format and must incorporate any Third Party or other Subcontractor's exceptions as well. WSP reserves the right to discuss the Exceptions to the Model Draft Contract with the Bidders and require Bidders to clarify the Exceptions any time after the evaluations. The Exceptions to Model Draft Contract frames discussions between WSP and Bidders regarding the Terms and Conditions contained in the Contract and proposal documents. Any changes to the Exceptions to the Model Draft Contract may require Bidder to clarify, revise, and resubmit their Exceptions.

Redlined Documents Will Not Be Reviewed

The Exceptions to Model Draft Contract is the mechanism to communicate issues and concerns on the Contract and Project documents. Do not provide in the Proposal, in the Exceptions to Model Draft Contract or otherwise, a redlined contract. The Bidder must copy the contract language from the Model Contract to the Exception to the Model Draft Contract and use track changes to modify the language.

Standard Bidder Contracts Will Not Be Reviewed

Bidders own standard contract terms and conditions in response to this RFP is not allowed. Do not provide a copy of Bidder's standard Contract or proposed language to WSP in the Proposal. The Bidder's standard Contract will not be reviewed by WSP.

The Exceptions to Model Draft Contract will be used initially to determine the responsiveness of the Proposal depending on the nature of the exceptions and whether they impact the ability of the proposal to meet project requirements. The number and nature of the items on the Bidders Exceptions to Model Draft Contract may factor into WSP's determination of the likelihood of completing a Contract with the Bidder. Proposed exceptions to contract terms and conditions that violate Washington state law or Washington procurement rules and standards will not be accepted and may result in disqualification of a proposal.

2.8 Proprietary Information/Public Disclosure

WSP follows the Public Records Act (Chapter 42.56 RCW). All Proposals received shall remain confidential until announcement of the ASB as provided in Section 2.24. Thereafter, the Proposals shall be deemed public records as defined in the Public Records Act.

WSP shall maintain the confidentiality of Bidder's information marked confidential or proprietary to the extent consistent with Chapter 42.56 RCW and Chapter 143-06 of the Washington Administrative Code (WAC). Marking the entire proposal, or an entire section of the Proposal, or the Cost Proposal as proprietary or confidential exempt from disclosure cannot and will not be honored. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Bidder has been given an opportunity to seek a court injunction or the requested and Bidder reach an agreement on the extent of such disclosure. The agreement will be forwarded to WSP by the requester prior to WSP's date for the proposed disclosure. If Bidder fails to obtain the requester agreement or the court order enjoining disclosure, WSP will release the requested information on the date specified.

The Bidder must be conservative in designating information as confidential. Any portion claimed to be proprietary, confidential or exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page. Each page claimed to be exempt from disclosure must reference the specific basis claimed under Chapter 42.56 RCW or other state or federal law that provides for the nondisclosure of your Proposal information. Any attempts to restrict disclosure through use of footers on every page and/or statements restricting disclosure will not be honored and may subject Bidder to disqualification.

The WSP's sole responsibility with regard to matters in the Proposal marked confidential or proprietary shall be limited to maintaining the information in a secure area and to notify Bidder of any request(s) for disclosure.

For further details on how WSP handles requests for public records, please go to the Public Records section of the WSP website. Charges will be assessed as outlined in RCW 42.56.120. All requests for information should follow the link to complete the on-line Request for Public Records Form:

[https://wsp.govqa.us/WEBAPP/rs/\(S\(lnc0j1c2k31d0qir1avg1vbt\)\)/SupportHome.aspx](https://wsp.govqa.us/WEBAPP/rs/(S(lnc0j1c2k31d0qir1avg1vbt))/SupportHome.aspx)

2.9 Acceptance Period

Proposals must provide ninety (90) days for acceptance by WSP from the due date for receipt of proposals.

2.10 Responsive/Non-Responsive

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in the proposal being determined non-responsive.

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

WSP may determine a proposal at any time as non-responsive for any of the following reasons:

- Proposal is not received by the required deadline;
- Incomplete Proposal is submitted;
- Submission of a Proposal that proposes services that deviate from the technical requirements set forth in this document;
- Failure to comply with any part of this RFP or any exhibit, or appendix to this RFP;
- Submission of incorrect, misleading, or false information;
- Required form(s) not signed; or
- Proposal is not in the required format;
- Proposals that propose alternate or additional terms and conditions. The Exceptions to Model Draft Contract may be used initially to determine the responsiveness of the Proposal. WSP may consider the number and nature of the items on the Bidders Exceptions to Model Draft Contract in determining the likelihood of completing a Contract with the Bidder.

If a proposal is found to be non-responsive, the Proposal will not receive any further consideration.

2.11 Proposal Property of the WSP

All proposals and any accompanying documentation and materials submitted in response to this RFP become the property of WSP and will not be returned. Proposals received after the submission due date and time, will not be returned or evaluated. WSP will not own the underlying intellectual property rights (e.g., trademarks) contained in the proposals submitted in response to

this RFP. WSP has the right to use any of the ideas presented in any material offered. Selection or rejection of a proposal does not affect this right.

2.12 Bidder as Prime Contractor

The Bidder will be the sole point of contact with respect to all contractual matters, including any and all contract performance issues and obligations. Additionally, the Bidder is accountable for all obligations delegated to a subcontractor or third party who may be involved in the WSP Workforce Diversity, Equity, and Inclusion (DEI) Strategic Recruitment Plan.

Bidders may subcontract with Third Party subcontractors provided that a single proposal and a single Bidder is identified as the “Prime Bidder” and all other Bidders as “subcontractors.” A Bidder may only act as a Prime Bidder for one proposal for this RFP. Only one contract (and not a series of separate contracts) will be entered into between WSP and the successful Bidder. The Bidder must ensure that appropriate contractual relationships are established with all subcontractors. The Bidder must identify all existing or proposed contracts with subcontractors related to the Statement of Work. Subcontractors are required to comply with the same security requirements as the Bidder.

2.13 RFP Coordinator is the Sole Point of Communication

The RFP Coordinator is the sole point of contact in WSP for this RFP. All communications between the Bidder and WSP upon publication of this RFP must be with the RFP Coordinator via email unless otherwise provided in this RFP.

2.14 Communication with Bidders

Bidders are responsible for communication to the RFP Coordinator regarding any issues, exceptions, additions, or omissions concerning the RFP on or before the proposals due date and time. Failure to notify the RFP Coordinator by the Questions Due Date may be considered by the RFP Coordinator to be a waiver of the issue by the Bidder for protest purposes.

An optional Pre-Bid Conference will be held. Details regarding the Pre Bid conference is detailed in Section 2.19 below.

Bidders are encouraged to make any inquiry as early in the process as possible to allow WSP to consider and respond; however, no proposals are required. If any changes to the RFP result from Bidder’s inquires, an amendment(s) will be posted on WEBS: <https://fortress.wa.gov/ga/webs/>.

Bidders shall be afforded fair and equal treatment with respect to any opportunity for discussion or communications about their Proposal. As required by Chapter 39.26 RCW, the RFP is being conducted as a competitive RFP requiring a documented formal process providing an equal and open opportunity to Bidders and culminating in a selection based on predetermined criteria. Accordingly, WSP will not be scheduling meetings with any potential Bidder except as set forth in this RFP and the RFP schedule.

Some opportunities for dialogue between WSP and Bidders have been structured into the RFP schedule in Section 1.4. The RFP Coordinator may, at its discretion, conduct additional communications with Bidders to clarify Proposals, or to respond to information relating to relevant past performance. All these communications will be referred to as “discussions.”

Once Proposals are submitted, WSP may communicate with Bidders for the limited purpose of clarifying factors as may be necessary for WSP to determine the Lowest Responsive and Responsible Bidder. Discussions may be conducted with Bidders for the purpose of clarification to assure full understanding of, and Bidder responsiveness to the RFP requirements. In

conducting these discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Bidders.

Discussions may not be used to change the terms or specifications of a Proposal or to solicit such changes. Discussions shall not be used to cure Proposal deficiencies or omissions, alter the technical or cost elements of the Proposal or otherwise revise the Proposal. Discussions may be used to eliminate minor irregularities, informalities, or apparent clerical mistakes in the Proposal.

Any other communication will be considered unofficial and non-binding on WSP. Bidders are to rely on written statements issued by the RFP Coordinator. The use of email communications with the RFP Coordinator is acceptable. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidders.

2.15 Revisions to the RFP

Addenda will be provided and posted on WEBS in the same manner as the original RFP. The published questions and answers and any other pertinent information shall be provided as an addendum to the RFP. If there is any conflict between or among addenda, or between an addendum and the RFP, whichever document was issued last in time shall take precedence.

The RFP Schedule outlines the tentative schedule for important action dates and times for this RFP. Except for the proposal due date, all other dates are approximate and may be adjusted by the WSP.

Only Bidders who have properly registered and downloaded the original RFP via the WEBS link: <https://fortress.wa.gov/ga/webs>, will receive notification of amendments and other correspondence pertinent to this RFP.

It is the Bidder's sole responsibility to periodically check the RFP information under WEBS <https://fortress.wa.gov/ga/webs> for any amendments.

2.16 Errors and Omissions

If the Bidder discovers any discrepancy, error, or omission in this RFP or in any of the attached appendices, the Bidder shall notify the RFP Coordinator immediately. If WSP agrees with the notice, an amendment will be posted on WEBS in the same manner as the original RFP.

If the Bidder does not notify WSP of any discrepancy, error, or omission discovered in this RFP or submit any complaint or exceptions to the contract, the Bidder will be deemed to have accepted all terms of the RFP.

2.17 Right to Cancel

WSP reserves the right to cancel all or part of this RFP or reissue at any time without obligation or liability.

2.18 Bidder Questions and Answers (Q&A)

Specific questions concerning this RFP shall be submitted in writing via email to the RFP Coordinator or during the Pre-Bid Conference. Questions must be received by the RFP Coordinator no later than the date and time as specified in section 1.4 RFP Schedule. Official answers to the Bidders' questions will be issued and posted on WEBS. The Bidders that submit questions will not be identified. Only written responses posted to WEBS will be considered official and binding. Verbal responses to questions will not be provided. Bidder's questions will not be responded to directly and/or acknowledged.

Questions including Proposal Submission Questions outside the Q&A period/past the RFP Schedule will not be acknowledged and may not be answered via an Amendment posted on WEBS.

When the Q&A period is complete, additional comments will be for the purpose of informing the RFP Coordinator of an issue only. If interpretations or other changes to the RFP are required as a result of inquiries made during the Q&A period, the RFP may be amended. Amendments will be posted to WEBS.

2.19 Pre-Bid Conference Optional Attendance is strongly encouraged

A Pre-Bid Conference will be held as specified in the RFP schedule in section 1.4. Bidders are encouraged to attend and participate. Attendance is not mandatory. The purpose of the Pre-Bid conference is to clarify the RFP and raise any issues or concerns that bidders may have. If interpretations, specifications or other changes to the RFP are required as a result of the conference, the RFP Coordinator will post an amendment to this RFP to WEBS. Accommodations for persons with disabilities and persons with sight or hearing impairments who wish to attend the Pre-Bid Conference is available with prior arrangement by contacting the RFP Coordinator.

WSP plans to address the following topics:

- Background
- RFP schedule and evaluation process
- Processes
- Bidder Questions and Answers

Conference will be held through Zoom. Login information is below. Attendance will be taken during the Pre-Bid Conference.

Topic: Pre-Bid Conference Meeting

Time: Nov 17, 2020 02:00 PM Pacific Time (US and Canada)

Location: Virtual- Zoom

Facilitator: Julie Hannah, WSP RFP Coordinator

Join Zoom Meeting

<https://zoom.us/j/93734456785?pwd=WkR0K3pXR2o2OEdRSjVBZSt0RE16QT09>

Meeting ID: 937 3445 6785

Passcode: 559002

One tap mobile

+12532158782,,93734456785#,,,,,0#,,559002# US (Tacoma)

+16699006833,,93734456785#,,,,,0#,,559002# US (San Jose)

Find your local number: <https://zoom.us/u/ac7vYUeUyl>

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)

2.20 Complaint Process

WSP will undertake this RFP process in a fair and impartial manner. The complaint process is designed to accept complaints and issues about the RFP process and resolve them expeditiously. The purpose of the complaint process is to settle unresolved Bidder issues or concerns that either were not, or could not, be resolved during the question and answer period. Bidder complaints may not be raised again during the protest process.

Bidders are expected to raise any questions they have concerning the RFP early in the RFP process.

Criteria for Complaint

Any Bidder may file a written complaint regarding this RFP based on the following:

- If a Bidder believes the RFP unnecessarily restricts competition, or
- Contains inadequate or insufficient requirements to prepare a response, or
- The evaluation or scoring process is unfair or flawed.

Complaints not based on these criteria will not be considered.

The complaint process allows Bidders to focus on the RFP requirements and evaluation process and raise issues with these processes early enough to allow WSP to correct a problem before proposals are submitted and time expended on evaluations.

If no complaint is filed, a Bidder cannot later file a protest based on any of the above complaint criteria. Issues raised in a complaint may not be raised again during the protest period.

Complaint Deadline

The complaint period ends five (5) business days before the proposal due date.

Initiating a Complaint

Bidder shall send their complaint to the RFP Coordinator and the complaint must:

- Be submitted to and received by the RFP Coordinator no less than five (5) business days prior to the deadline for proposal submittal; and
- Be in writing and clearly articulating the basis of the complaint and explaining the issue and the impact on their organization.
- Should clearly articulate the basis of the complaint and include a proposed remedy.

Complaint Handling and Response

The RFP Coordinator will forward a copy of the complaint to the WSP Budget and Fiscal (BFS) Chief Contracts Officer. Complaints which are filed in accordance with the terms of the RFP will be promptly investigated.

When a complaint is received, the WSP Chief Contracts Officer (or designee) in consultation with RFP Coordinator will consider all the facts available, evaluate the issue, and make a determination regarding the substance of the complaint and respond in writing prior to the deadline for proposal submittals, unless more time is needed. WSP's response to the complaint, including any resulting changes to the RFP, will be posted on WEBS. The WSP Chief Financial Officer will be notified of the complaint and provided with a copy of WSP's response.

The following actions can be taken to remedy a complaint:

- Deny the complaint
- Issue an amendment to the RFP
- Issue a statement of clarification or information to all Bidders

Response is Final

WSP reserves the right to modify the RFP if it is determined, at the sole discretion of the WSP that the complaint is valid or the recommended change is in the best interest of the WSP. The WSP's decision is final and no appeal process will be available to the Bidder once a decision has been made. Furthermore, any issue, exception, addition, or omission not brought to the attention of the RFP Coordinator prior to proposal submittal may be deemed waived for protest purposes.

2.21 Diversity Participation

In accordance with RCW 39.26.005 the state encourages agency purchases of goods and services from Washington small businesses. State small business, mini-business, and micro-business are defined in RCW 39.26.010 (21), (18), and (17) respectively. For information on how small business status impacts the scoring process, see Section 2.26.

In accordance with RCW 43.60A.200, the state encourages participation in all its procurement contracts from firms certified by the Washington State Department of Veterans Affairs (DVA). For information on these certified firms, Bidders may contact DVA at <http://www.dva.wa.gov/BusinessRegistry/>. For more information on how veteran-owned status impacts the scoring process, see Section 2.25.

Minority and Women-Owned Businesses Participation

The State of Washington encourages participation in all its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). However, no minimum level of OMWBE participation is required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Bidders may contact OMWBE at <http://www.omwbe.wa.gov/> (866) 208-1064 or TTY (800) 833-6384 to obtain information on certified firms and the certification process.

All firms certified by the Office of Minority and Women's Business Enterprises (OMWBE) under RCW 39.19 meet the definition of being a small business. For information of these certified firms, Bidders may contact OMWBE at <http://www.omwbe.wa.gov/>.

Economic Goals

In support of the state's economic goals, bidders are encouraged to consider the following in responding to this RFP:

- Support for a diverse supplier pool, including veteran-owned, minority-owned, and women-owned business enterprises.
- Achievement of these goals is encouraged whether directly or through subcontractors.
- Bidders may contact the Office of Minority and Women's Business Enterprises for information on certified firms or to become certified.
- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

While participation in these programs is encouraged, no minimum level of participation will be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

Bidders must identify in the Bidder's Offer, Certification, and Assurances appendix if they, or any subcontractors, meet the definitions and/or are certified as described in this section.

2.22 Wage Laws Certification

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder', per [RCW 39.26.160\(2\) & \(4\)](#). The Bidder shall certify that the Bidder has not willfully violated Washington's wage laws as required by statute.

2.23 Worker's Right, Executive Order (EO) 18-03

Pursuant to [RCW 39.26.160\(3\)](#) (best value criteria) and consistent with EO 18-03- Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), Washington State Patrol will evaluate proposal for best value and provide a proposal preference in the amount not to exceed five (5) percent points to any bidder who certifies, pursuant to the Bidder's Offer, Certification, and Assurances appendix for Executive Order 18-03 – Workers' Rights certification appendix, 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.

The indicated point value for each preference and priority is the value that a Bidder can receive in addition to the final score. Bidder must qualify per the terms outlined in each section. To certify or for self-certification see the Offer, Certification, and Assurance Appendix.

2.24 Veteran-Owned Business

In furtherance of Washington's business inclusion goals, WSP will evaluate proposals for best value and will provide a bid preference in the amount not to exceed three (3) percent points to any bidder who certifies, pursuant to the Bidder's Offer, Certification, and Assurances appendix, their firm status as a certified or self-certified veteran-owned business under RCW 43.60A.190 and is identified as such on WEBS (which is confirmed by the Washington Department of Veterans' Affairs). To certify or for self-certification see the Offer, Certification, and Assurance Appendix B.

The indicated point value for each preference and priority is the value that a Bidder can receive in addition to the final score. Bidder must qualify per the terms outlined in each section.

2.25 Small Washington Business

In furtherance of Washington's business inclusion goals, WSP will evaluate proposals for best value and will provide a bid preference not to exceed three (3) percent to any bidder who certifies or self-certifies, pursuant to the Bidder's Offer, Certification, and Assurances appendix, and documents its status as a 'Washington small business' as defined in RCW 39.26.010(22). For self-certification form see appendix. A Washington small business means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- Certifies on WEBS, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - Fifty or fewer employees; or
 - A gross revenue of less than \$7 million 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
 - Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

The indicated point value for each preference and priority is the value that a Bidder can receive in addition to the final score. Bidder must qualify per the terms outlined in each section. To certify or for self-certification see the Offer, Certification, and Assurance Appendix.

2.26 Negative Findings

Each Bidder must disclose in their proposal if the Bidder, Subcontractors or any of their principal owners or partners have been debarred or prohibited from submitting a Proposal, having a Proposal considered or entering into a public contract by any public entity or governmental agency within the last five years. If applicable, a Bidder must make such disclosure in the Bidder's Offer, Certification, and/or Assurances Appendix.

A Bidder must indicate whether the Bidder, or other Subcontractors, or any of the Bidder or subcontractor principal owners, officers or partners are currently under investigation for or have been convicted within the last five (5) years of any of the following:

- Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- Conviction or a final determination in a civil action under state or federal statutes of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, violation of the federal false claims act, 31 U.S.C. Sec. 3729 et seq., or the state Medicaid fraud false claims act, chapter 74.66 RCW, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a state contractor.
- Conviction under state or federal antitrust statutes arising out of the submission of Proposals.

Submit full details of the terms of the incident including the customer and/or other adverse party name, address, and telephone number. Present the Bidder's position on the matter. WSP reserves the right to contact the customer or other adverse party and their representatives for further investigation of the incident. WSP will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past conviction, pursuant to the Bidder's Offer, Certification, and Assurances appendix.

If no such criminal conviction has been experienced by the Bidder or other Subcontractors in the past five (5) years, so indicate, pursuant to the Bidder's Offer, Certification, and Assurances appendix.

If the Bidder or other Subcontractor has had a customer contract terminated for default, threatened to be terminated for default or has received a written notice of default in the last five (5) years, describe such incident. For publicly-held companies, do not refer WSP to Bidder's financial statements or state that there is no material litigation; rather, any customer contract arrangements that fall within the foregoing description must be disclosed.

2.27 Most Favorable Terms

WSP 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. The RFP Coordinator may contact a Bidder for clarification of its proposal per the provisions identified in this RFP.

It is understood that the proposal will become a part of the official RFP file on this matter without obligation to WSP.

2.28 Cost to Propose and Participate in the RFP

WSP will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, participating in the Pre- Bid conference, or any other activities related to responding to this RFP.

2.29 No Obligation to Contract

WSP reserves the right to refrain from contracting with any and all Bidders. Neither the release of this RFP nor other activities surrounding this RFP obligates the State of Washington nor WSP to contract for services specified herein. Proposals made by Bidders are offers to Contract and will not be binding upon WSP until accepted by execution of the Contract.

2.30 Waive Minor Administrative Irregularities

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

2.31 Errors in Proposal

Bidders are responsible for all errors or omissions contained in their proposals. Bidders will not be allowed to alter proposal documents after the deadline for proposal submission. WSP is not responsible for any errors in proposals.

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

2.32 Rejection of Proposals

WSP 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.

2.33 Incorporation of Documents into Contract

This RFP, and the documents produced from the proposal, as amended during negotiations if applicable, will be incorporated into any resulting Contract.

2.34 Non-Endorsement and Publicity

In selecting a Bidder to supply services to the state of Washington, the state is neither endorsing a Bidder's products or services, nor suggesting that they are the best or only solution to the state's needs. By submitting a proposal, the Bidder agrees to make no reference to WSP or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of WSP.

2.35 Withdrawal of Proposal

Bidders may withdraw a proposal that has been submitted at any time up to the proposal due date and time as identified in Section 1.4, RFP Schedule. To accomplish proposal withdrawal, a written request signed by an authorized representative of Bidder must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the proposal submission due date and time.

2.36 Selection of Apparent Successful Bidder (ASB)

The Bidder with the highest total score will be declared the ASB. WSP shall contact the Bidder who is determined as the ASB to offer or negotiate a contract and/or confirm their acceptance of

the opportunity. Upon the ASB's acceptance of the opportunity, WSP shall issue a Notification of Award on WEBS: <https://fortress.wa.gov/ga/webs/> to all responding Bidders announcing the ASB. WEBS posting will be official notification to all Bidders of the ASB. WSP considers the Award Date as the date that Notification of Award is issued through WEBS. The anticipated Award Date is listed in Section 1.4, RFP Schedule. WSP will award this Contract to one (1) Bidder.

Following announcement of the ASB, WSP will execute a final Contract for the project as tendered to WSP. The WSP Chief or designee is the only governmental authority who may legally commit WSP to the expenditure of funds for a Contract resulting from this RFP.

2.37 Changes to the Contract

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed fully executed contract amendment. However, changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

2.38 Force Majeure

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification

If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved

The state reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.

2.39 Contracting Restrictions

The terms set forth in this Section constitute the WSP Negotiation Procedure. Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. This section summarizes the statute. Bidders must familiarize themselves with such requirements prior to submitting a proposal. Bidders must comply with these restrictions and are required to meet all the applicable requirements in the statute.

Bidders, subcontractors, and individuals that have assisted in preparation of the RFP or with project management oversight of this project, are precluded from bidding or submitting a proposal for this RFP.

The Bidder shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the WSP for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the WSP shall

have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the WSP or the State of Washington.

The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Contract resulting from this RFP.

3. INSURANCE COVERAGE

3.1 General

During the term of any Contract resulting from this RFP, the Bidder shall maintain in full force and effect, the insurance & requirements for Proof of Insurance described in the Model Draft Contract under Exhibit B General Terms and Conditions, Insurance. The Bidder shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by the Contract, the Bidder shall provide written notice of such to WSP within one (1) Business Day of the Bidder's receipt of such notice. Failure to buy and maintain the required insurance may, at WSP's sole option, result in the Contract's termination.

3.2 Licensing, Accreditation, and Registration

The Bidder shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

4. PROPOSAL SUBMISSION AND FORMAT

4.1 Submission of Proposals

Failure to follow or include any of the following requirements may result in rejection of the proposal as non-responsive.

Bidders are required to submit their proposal to the RFP Coordinator via email. Email proposals will not be viewed prior to the due date. The Bidder is required to submit an electronic copy of its proposal in format detailed in the RFP. All electronic documents must allow printing and content copying.

Do not respond by referencing material present elsewhere. The proposal shall be considered complete and stand of its own merits.

Delivery

Proposals and related documents can be submitted electronically as an attachment to an email to the RFP Coordinator above, at the email address with the subject line and title.

Due Date and Time

Electronic proposal submittals must be received in their entirety by WSP on or prior to 4:00 pm on the proposal due date. Any proposals received after 4:00 pm on the proposal due date will be deemed non-responsive and not evaluated. Bidders shall allow sufficient time to ensure timely receipt of the proposal and related documents by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. Time of receipt is defined as the time that the WSP inbox records that the proposal was received by WSP, not the Bidder's transmittal. WSP assumes no responsibility for delays caused by Bidder's email, network problems or any other party. If WSP's email is not working, appropriate allowances will be made.

Identification

Each emailed proposal shall include the RFP number and the Bidder's Company name in the subject line. Bidders may break email submittals into multiple emails provided each email clearly

indicates in the subject line its overall place in the series, as well as the total number of separate emails being sent.

Emails will be titled: RFP _____ (Bidder's Company Name)

For example, if the Bidder is submitting their proposal in three (3) separate emails, the subject line of the first should be "RFP DEI2021 _____ (Bidder's Company Name) 1 of 3"; the next email's subject line would be "RFP _____ (Bidder's Company Name) DEI2021 2 of 3"; etc. Bidders are requested to abbreviate long company names as appropriate.

Format

Any documents requiring signature shall be submitted as a PDF.

WSP will not accept Zipped files and cannot be used for submission of Proposals.

All proposal documents shall adhere to the required format and file naming conventions set forth therein. All files in a Bidder's Proposal shall be formatted in Microsoft Office, PDF, or as otherwise outlined therein. Formats not identified herein or in the submittals may be accepted only with prior written approval of WSP.

The use of a link to a cloud based email box is not acceptable as a method of submittal.

Do not include links in the proposal without prior written approval of the WSP. To request approval prior to the proposal submission due date, send a request to the RFP Coordinator with an explanation of purpose of the link.

Blind Evaluation

The RFP Appendix C Part 1 the Proposal Questionnaire (non-cost) Technical section will be evaluated and scored blind. In order to promote fairness and equality during the evaluation process, the Proposal Questionnaire Technical section of the RFP will be evaluated with all Bidder's unique information excluded including any document attached as a separate attachment as allowed in the RFP.

Bidders must omit all identifying information that would disclose their:

- Company
- Company Name
- Logo
- Email Addresses
- All Business Identifiers
- Employee identification including name and photographs

The WSP may allow Bidders to resubmit in the event their response to Appendix C Part 1 includes any identifying information. The WSP also reserves the right to redact identifying information from a Bidder's written proposal response prior to the proposal being scored at WSP's sole discretion.

4.2 File Naming Convention Expectations For Proposals:

Letter of Intent – Optional		
Required Format:	Word, Excel or PDF	
File naming convention:	LtrOfIntent.docx / .pdf	
Offer, Certifications, and Assurances including Contractor Certification Wage Theft Prevention, and State Procurement Priorities (Appendix B)		
Required Format:	PDF	
File naming convention:	AppxB.pdf	
Checklist for Responsiveness (Appendix A) Proposal Questionnaire: Technical & Cost (Appendix C Part 1 and 2) Bidder’s Profile (Appendix D) Business Reference Form (Appendix E) Minimum Requirements (Appendix F) Exceptions to Model Draft Contract (Appendix G)		
Required Format:	Excel	
File naming convention:	AppxAC_G.xlsx / .docx	
Any Additional Information		
Required Format:	Microsoft Office or PDF	
File naming convention:	AddtInfo.docx / .xlsx / .pdf	

4.3 Proposal Contents

The Proposal should be complete and comprehensive with an emphasis on being concise and clear.

<ul style="list-style-type: none"> • Offer, Certifications, and Assurances including Contractor Certification Wage Theft Prevention and State Procurement Priorities (Appendix B)
<ul style="list-style-type: none"> • Checklist for Responsiveness (Appendix A) • Proposal Questionnaire: Technical & Cost (Appendix C Part 1 and 2) • Bidder’s Profile (Appendix D) • Business Reference Form (Appendix E) • Minimum Requirements (Appendix F) • Exceptions to the Model Draft Contract (Appendix G)
<ul style="list-style-type: none"> • Additional Information
<p>See Electronic Submissions for the File Naming Expectations for electronic proposal submissions format</p>

Proposals must be provided 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 Bidder in preparing a thorough proposal.

Items marked mandatory must be included as part of the proposal for the proposal to be considered responsive. Items marked scored are those that are awarded points as part of the evaluation conducted by the evaluation team.

4.4 Letter of Intent - Optional

Bidders interested in participating in the RFP are strongly encouraged to submit a Letter of Intent to the RFP Coordinator by the due date as specified in Section 1.4, RFP Schedule. Although submission of a Letter of Intent is optional and Bidders that have not submitted a Letter of Intent by the specified due date will still be eligible to participate in this RFP process, WSP encourages interested Bidders to submit a letter of intent so that the WSP can gauge the level of interest of participation from the Bidders in this RFP.

The Letter of Intent must be signed and dated by a person authorized to legally bind the Bidder 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. Letters of Intent shall be signed and submitted as a PDF by the deadline contained in Section 1.4, RFP Schedule. Along with introductory remarks, the Letter of Intent is to include the following information about the Bidder and any proposed subcontractors:

The Letter of Intent shall include:
Business Name
Mailing Address
Contact person
Telephone
Email Address
A statement of intent to propose on this RFP, opening remarks, and must also include: <ol style="list-style-type: none">1. A brief description of their experience, if any, in doing similar work with law enforcement agencies; and2. A brief description of their experience in developing Workforce Diversity, Equity, and Inclusion (DEI) plans.

5. EVALUATION PROCESS AND CONTRACT AWARD

5.1 Selection Criteria

The evaluation team is determined by the WSP, and may include representatives from the WSP business and technical units. The Evaluation team may also include representatives from other state agencies. The Evaluation team will consider how well the Bidder's proposal meets all requirements detailed in this RFP. Proposals should be clear and complete so the evaluators can adequately understand all aspects of the proposal.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the WSP, which will determine the scoring of the proposals.

The proposal must contain information that will demonstrate to the Evaluation team the Bidder's understanding of the requirements, the Bidder's ability to provide the service/product, and the ability to meet timeframes.

The WSP's evaluation process may include, but not be limited to, evaluating Bidder's information, written proposals to the RFP, references, and other public information available regarding the Bidder and its services/product.

The evaluation process is designed to award this RFP to the Bidder who is qualified, reliable, experienced, and capable of providing effective and quality services, and whose proposal best meets the requirements. Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

Items in the Checklist for Responsiveness appendix and items in the Proposal Questionnaire appendix marked Mandatory must be included as part of the proposal for the proposal to be considered responsive. Items marked Scored are those that are awarded points as part of the evaluation conducted by the evaluation team. Items marked not scored/not mandatory, will not be scored.

The scoring process will consist of:

Step 1	Screen to ensure proposals meet minimum qualifications (responsive)
Step 2	Score responsive proposals based on established criteria
Step 3	May check references of top scoring Bidders
Step 4	Select the winning Apparent Successful Bidder (ASB)

5.2 Evaluation Approach

The evaluation process is intended to identify the Proposal that is in WSP's best interest and offers the best value, which may not be the Proposal with the lowest cost.

The evaluation process for this RFP, identified in stages, evaluates Bidder Proposals in a structured, four (4) stage approach. For each stage, WSP will select which Bidder(s) may proceed to the next stage based on the evaluation approach. The four (4) stages are outlined below:

Stage	Description
Stage 1: Administrative Screening, Contract Issue List Review, and Minimum Qualifications	Step 1: Proposals will be reviewed by WSP to determine, on a pass/fail basis, compliance with administrative requirements as specified in the RFP.
	Step 2: WSP will evaluate the Exceptions to Model Contract, to determine, on a pass/fail basis, if proposals are responsive.
	Step 3: WSP will consider the completeness of, and potential gaps in, the Minimum Qualifications requirements.
	These steps will determine, on a pass/fail basis, which Bidders advance to Stage 2 of the evaluation process.
Stage 2 Proposal and Cost	Step 4: The Evaluation team will evaluate and score the Proposal and Requirements. The RFP Coordinator will evaluate and score the Cost Response.
Stage 3: Reference Check	Step 5: If References Checks are checked, references will be scored.

Stage	Description
Stage 4: Selection of Apparent Successful Bidder	Step 6: Announcement of the Apparent Successful Bidder (ASB).

Cost Proposal Score Calculation

The score for the cost proposal will be calculated by dividing the lowest cost proposal received by the Bidder’s total cost proposal. The resultant number will be multiplied by the maximum possible points for the cost proposal section.

The lowest cost proposal will receive the maximum amount of points for this category, while the highest cost proposal will receive the least amount of points.

Overall Technical & Management Proposal/Relevant Experience /Organization Capabilities

- The quality of the Bidder’s proposal, compliance with specifications, and timeline;
- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the timeframe specified;
- The previous and existing compliance by the Bidder with laws relating to the contract or services;

5.3 Meeting Administrative Requirements

WSP will review each proposal to ensure:

- The proposal was received on time.
- All assurances are provided.
- All mandatory elements are addressed in the proposal.

Purpose

- Screen Bidder proposals to ensure they meet minimum administrative requirements.

If a proposal is deficient, WSP may, based upon the seriousness of the deficiency, to:

- Determine Proposal as non-responsive. Non-Responsive Proposals will not receive any further consideration.
- Waive the requirements as an administrative irregularity, and/or
- Request the Bidder address the issue and resubmit the proposal.

5.4 Screening/Meeting Minimum Mandatory Qualifications

Proposals will be reviewed by the WSP RFP Coordinator and Contract Manager to determine if they are complete and provide all response components identified in the Minimum Qualifications section.

WSP will consider the completeness of, and potential gaps in, the minimum mandatory requirements. This step involves identifying Bidders who comply with the list of qualifications that all Bidders must meet.

Proposals determined not to be in substantial compliance will not receive any further consideration.

Bidders should not submit a Proposal if they do not meet the qualifications and requirements detailed to this RFP.

5.5 Responsibility Analysis

For responsive proposals, WSP will make reasonable inquiry to determine the responsibility of any bidder. WSP will determine responsibility on a pass/fail basis. In determining responsibility, WSP will consider the following statutory elements:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the competitive solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State 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 chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Contract.

In addition, WSP may consider the following as allowed per RCW 39.26.160(2)(a)-(f):

- Financial Information: WSP may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests may result in a proposal being rejected as non-responsive and will not receive any further consideration.
- References: WSP reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible and will not receive any further consideration.

5.6 Review Exceptions to Model Draft Contract

WSP will review Exceptions to Model Contract. WSP is interested in an expedient contracting period and Bidders with fewer or no exceptions to the model contract may factor into WSP's determination of the likelihood of completing a Contract with the Bidder.

Proposed exceptions to contract terms and conditions that violate Washington state law or Washington procurement rules and standards will not be accepted and may result in disqualification of a proposal.

See Section 2.8 Exceptions to Model Draft Contract for more details.

5.7 References

References may be contacted for top-scoring Bidder(s) and responses from the references if checked, will follow the reference check process and be scored with the number of possible points listed in the Evaluation Weights table and added to the total score. When references are contacted, a member of the WSP will contact the References and score each Reference.

Reference contacts must be for Customers for whom Bidder has provided similar services as described in this RFP within the past three (3) years. If references checks are scored, WSP shall

make a total of three (3) efforts to contact the Reference. If WSP is unable to contact the Reference, the Reference may be considered non-responsive. WSP will only interview and score two (2) of the three (3) References. WSP will score the responses based on the scoring methodology described below, and may, at its sole discretion, reject the Bidder's response if references report the Bidder's inability to comply with one or more of the mandatory requirements.

If references are checked, points will be award for each response to reference questions, based on the following methodology:

Scoring Points Guidelines 0--20 where 20 is High:	
20 points	Significantly exceeded expectations - Value Added
15 points	Exceeds - Reference was happy with work
10 points	Met requirements
5 points	Reference indicated issues or problems
0 points	Reference Not available

The references will be contacted and asked questions similar to the following:

- Did the Contractor complete the Statement of Work, and met deadlines and expectations?
- Were there any problems or issues and were you satisfied with the Contractor's solution?
- How would you rank the quality of their work and was the Contractor easy to work with?
- Would you recommend this Contractor to other businesses?

5.8 Rejection Due to Unsatisfactory Performance

According to RCW 39.26.160, WSP may reject Proposals of any Bidder who has failed to perform satisfactorily under any previous contract. WSP shall notify the Bidder of such a rejection.

5.9 Scoring Strategy

Each scored item will be awarded points by each evaluator, or by the team in total. Points will be assigned based on the evaluator's interpretation of the effectiveness and efficiency of the Bidder's response to each requirement. To receive the most points possible, Bidders are encouraged to provide as much clarifying detail as possible while be as concise as possible.

5.10 Final Score Computations

The final score shall be computed by the RFP Coordinator and shall be the sum of the various sections of the proposal, and/or reference scores. The final score will be used to identify the ASB.

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5.11 Scoring Table

WSP will use the weighted criteria below to score the Bidder's Proposal to determine the bidder's scores.

Scoring Table					
Maximum Scoring Points	Assigned Weights				
	100	25	20	15	10
Prorated Numbers Below Suggested For Scoring					
Qualification Rating	Scoring Guidelines For Rating For Weight Above				
Excellent/ Exceed Expectations / Response indicates excellent capability and support of the requirements	100	25	20	15	10
Above Average / There are no shortfalls / Response is above expectations	75	20	15	11	7
Average / Met Requirements/ Response is at expectation and for most areas meets desired quality.	50	15	10	7	5
Below Average / Significant deficiencies identified / Fails to establish minimum expectations. Response information is incomplete, or deficiencies exist	25	10	5	3	2
Unacceptable / Does not meet the standard or is not addressed/ Response is not complete and serious shortfalls in capability exist.	0	0	0	0	0

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5.12 Evaluation Weights

WSP will use the weighted criteria below to score the Bidder's Proposal to determine which Proposals are the best value for of WSP. This will be accomplished by identifying the Proposals that most closely match the requirements and provides the best value to WSP.

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

Evaluation Scoring Weights by Category		Possible Points
Technical Proposal	Proposal Evaluation Criteria	
Project Approach / Methodology	Thoroughness and understanding of the proposed plan; partnership strength / innovative and unique features / solutions / and implementation plan.	25
Quality of Work Plan		25
Outcomes & Performance Measurement		25
Internal Controls & Risks and Quality Assurance		25
Project Deliverables	Address the five areas listed in the Excerpt ESHB 2322 18 a- e proviso detailed in the RFP	100
Quality of Project Schedule		25
Previous DEI plans completed for law enforcement agencies		25
Subtotal – Overall Technical Proposal		250
Management Proposal	Proposal Evaluation Criteria	
Project Team Structure	Qualifications, experience, and expertise of team to be assigned to this project. Including any subcontractors who may be assigned to this project.	20
Staff Qualifications/ Experience		20
Experience of Bidder		20
	Quality of similar projects / similar scope.	
Subtotal – Management Proposal		60
Cost Proposal	Subtotal - Cost	20
State Procurement Priorities		
EO-18	Not to exceed 5%	16
Veteran Owned Business	Not to exceed 3%	10
Small Business	Not to exceed 3%	10
Subtotal – Cost Proposal & EO 18-03		36
Total Points without optional References		366
References Checks, Optional		20
Subtotal – References		20
Total Points with optional References		386

6 ANNOUNCEMENT OF ASB AND CONTRACT NEGOTIATIONS

6.1 Notification to Bidders

The RFP Coordinator will make the announcement of the ASB via WEBS. Bidders whose proposals were not selected for further negotiation or award will be notified via the WEBS automatic email notification.

The ASB will be the responsive and responsible bidder that best meet the RFP requirements and presents the best total value, including price, and other factors as set forth in this RFP, including any applicable state procurement priority or preference.

6.2 Contract Execution

WSP may negotiate the specific wording of the SOW, based on the requirements of this RFP and the terms of the ASB's RFP Proposal. If the ASB fails to sign the final contract within ten (10) Business days of delivery to the Bidder, WSP may elect to cease contract negotiations and declare the Bidder with the next highest-ranked Bidder as the new ASB and enter into contract negotiations with that Bidder.

Cost and Expenses

The Bidder is responsible for its own costs and expenses in negotiating the Contract and Project documents.

Use of Legal Counsel

WSP may use the expertise or services of its legal counsel and/or Chief Contracts Officer to develop the Contract and associated documents and assist in reviewing Bidder's Proposal. Bidder is advised to involve its legal counsel in developing the Exceptions to Model Draft Contract. Later objections raised by Bidder will not be considered.

7 DEBRIEF AND PROTEST PROCEDURES

7.1 Optional Bidder Debrief

Following the announcement of the ASB, a Bidder who has submitted a proposal in response to the RFP may request a debriefing conference by submitting a request in writing to the email address below within three (3) business days of the announcement posted on WEBS notifying the unsuccessful Bidders.

Debriefings may be scheduled within five (5) business days of the request. A debriefing conference is limited to a maximum of one (1) hour in length and will be conducted by telephone or WebEx/Zoom.

Discussion at the debriefing conference will be limited to the following:

- Critique of proposal based on evaluators' comments,
- Review of final score in comparison with other Bidders' final scores without identifying the other Bidders. Comparisons between proposals or evaluations of the other proposals will not be allowed, and
- Feedback on what the Bidders could have done to improve their future opportunities.

WSP will not discuss other Bidder's proposals or evaluations during debriefing.

Submit the debrief request to:

Email Address	contracts@wsp.wa.gov
Email Subject line	DEBRIEF – WSP Workforce Strategic DEI Recruitment Plan 2021

7.2 Protest Procedures

Bidder protesting this RFP shall do so in accordance with WAC 200-300-130 and the process in the RFP. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP.

The protest process occurs after the Proposals are submitted and evaluated. This process allows unsuccessful Bidders to focus on the evaluation process to ensure its integrity and fairness. Protests can raise issues related to the evaluation process as set out in the RFP or how the process was executed. This allows WSP to correct evaluation process errors and problems before a Contract is executed.

An unsuccessful Bidder may submit a protest in response to this RFP, provided all following conditions have been met:

- The protesting Bidder submitted a timely Proposal in response to this RFP.
- An announcement of the ASB has been posted on WEBS.
- The protesting Bidder has participated in a debriefing conference.
- The protesting Bidder has not been chosen as the ASB and failed to agree on the terms of a Contract with WSP.

Grounds for Protest

Protesting Bidders are limited to one protest in response to this RFP. Protesting Bidders may not raise issues previously resolved by WSP through the complaint process. Protesting Bidders may not raise issues which reasonably could have been addressed through Bidder questions and answers or a timely complaint.

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

- Bias, discrimination, or conflict of interest on the part of an evaluator.
- Errors made in computing the scores.
- WSP's non-compliance with procedures described in this RFP document or DES's requirements.

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
- WSP's assessment of its own and/or other agencies' needs or requirements or
- Are based on opinion, supposition, or conjecture.

The WSP must provide an appropriate written response to the protest response in accordance with policy and established protest procedures.

The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the RFP Coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protest Format and Content

The following is the process for filing a protest:

A protest must state all facts and arguments upon which the protest is based and the grounds for the protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship.

The protest must include, at a minimum:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest
- RFP number and title
- Grounds for the protest with specific facts (not speculation or conjecture) and complete statements of the action(s) being protested.
- Include a description of the relief or corrective action requested
- Facts and arguments that are relied on as the basis for the protest
- Any relevant exhibits or evidence supporting the protest

Submitting a Protest

- WSP must receive the protest within five (5) business days after attending debriefing conference, and
- Protests must be in writing and must be signed by the protesting party or an authorized Agent of the Bidder; and
- Include protest content requirements and format; and
- Submit the protest to:

Email Address	contracts@wsp.wa.gov
Email Subject line	PROTEST – WSP Workforce DEI Strategic Recruitment Plan 2021

Protest process

The RFP Coordinator will forward the protest to the WSP Chief Financial Officer with copies of the following:

- RFP and any amendments,
- Protesting Bidder’s proposal,
- Evaluators' scoring sheets,
- Any other documents showing evaluation and scoring of the proposal in question, and
- Other documents as requested and available

WSP will follow these procedures in reviewing a protest:

- WSP Chief Financial Officer will conduct an objective review of the protest, based on the contents of the written protest, the materials provided by the RFP Coordinator, and any other relevant facts known to WSP.
- If a protest may affect the interest of any other Bidder, WSP reserves the right to provide such Bidder with a copy of the protest and provide them with an opportunity to submit any relevant information regarding the protest to WSP.
- WSP will send the protestor a written decision within ten (10) business days after WSP receives the protest, unless more time is required to review the protest in WSP’s discretion, and make a determination. The protesting Bidder will be notified by the Chief Financial Officer or RFP Coordinator if additional time is necessary.

WSP will make a final determination of the protest and will either:

- Find that the protest lacks merit and uphold WSP’s actions;
- Find that any errors in the RFP process or in WSP’s conduct did not influence the outcome of the RFP, and uphold WSP’s actions; or
- Find merit in the protest and provide options for corrective action by WSP which may include:
 - That WSP correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That WSP reissue the RFP document; or

- That WSP make other findings and take such other action as may be appropriate.

If WSP determines that the protest is without merit, the WSP will enter into a contract with the ASB. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The WSP protest decision is final and no appeal process is allowed. If the protesting Bidder does not accept the WSP response to the protest, the Bidder may seek relief from the Superior Court. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP. Chapter 34.05 RCW, Administrative Procedures Act (APA) does not apply to this RFP.

If an award is cancelled as a result of a protest filed after award, the WSP shall not be liable to the awardee for, and the awardee shall not claim against the WSP, any alleged (a) proposal preparation charges, (b) cost incurred to ensure that the awardees proposal is responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

8. WSP 2020 DIVERSITY PLAN

Washington State Patrol Diversity Plan

HR Directive 20-02

Agency Name	Washington State Patrol
Primary Contact Name	Captain Human Resource Director
Primary Contact Email	@wsp.wa.gov
Secondary Contact Name	Diversity Equity and Inclusion Officer
Secondary Contact Email	@wsp.wa.gov

Current Diversity Efforts

The Washington State Patrol (WSP) updated its current diversity recruitment efforts in early 2020.

The strategy is to conduct targeted, high touch, recruitment to engage with the community's underrepresented groups to build relationships of trust that result in an increased number of diverse applicants. Through the strategies listed below it is expected the WSP will realize increased hiring of underrepresented groups and increase diversity. The following action steps were established for all full and part-time recruiters and the results of the recruitment efforts are reported monthly to the testing, hiring, and recruiting unit supervisor. The results are also presented quarterly to the executive leadership team during the agency's Strategic Advancement Forum in preparation for Results Washington reporting.

Action Step 1: Attend every Public Safety Test (PST) conducted throughout the state.

- Recruiters will actively engage and speak to each applicant before the exam begins and encourage them to apply to the WSP.
- Provide participants a direct and dynamic message and brief overview of the agency and the many opportunities it offers.

Action Step 2: Collaborate with the Office of Government and Media Relations (OGMR) and brand the organization for what we are and what we want to be.

- Leverage free media through Public Information Officers and the local media whenever possible.
- Maintain a contract to purchase billboards in high traffic areas throughout the state.
- Brand the WSP as a diverse workforce by leveraging troopers of diverse backgrounds when recruiting.
- Consistently brand the mission of the WSP as the lifesaving essential public service it is.
- Present our inclusivity as an organization by promoting employee based programs like leadership training, continuing education, career paths, leave and vacation benefits.
- Be visible and highlight true accounts of the organizations good work.
- Pay attention to your social media related to diversity and inclusion.
- Promote the entire employee experience.

WSP 2020 Diversity Plan

Action Step 3: Partner with community groups, Business Resource Groups (BRGs) and other community based programs traditionally attended by underrepresented groups to engage and participate in their events.

- Community groups that have unfulfilled needs that we can assist with (e.g., safety talks, community watch groups, traffic safety groups, teen driver issues etc.)
- Faith Based Organizations and after school programs
- Community based minority advocacy groups

Action Step 4: Attend and participate in Military Sponsored Events and Hiring Fairs.

Action Step 5: Begin an ongoing and consistent relationship with High School, College/University Sports Programs.

- Connect with Athletic Directors at each school to obtain coaches information for all sports, men's and women's
- Work with the coaching staff, teachers and administrators to provide an information session to the students and athletes.
- Partner with Criminal Justice Program counselors for post-graduation job placement and internship programs.

Action Step 6: Establish and maintain an ongoing relationship at WorkSource.

- Coordinate with WorkSource staff to be notified when hiring events are scheduled. Request to be included and participate in each event.
- Provide recruiting materials to be posted in their offices and/or on webpages.
- Sponsor information sessions to WorkSource job seekers.

Action Step 7: Partner with faith based organizations and clubs within minority neighborhoods.

- Connect with faith based and/or club leadership to plan where recruiting efforts would be beneficially.
- Sponsor information sessions to their members at their programs or events
- Participate in church activities outside of normal church hours (after school programs, youth events, holiday parties, etc)
- Join local minority groups as a District Liaison

Action Step 8: Connect and establish a relationship with career counselors at High Schools and Colleges.

Action Step 9: Maintain wrapping patrol cars with "Be a Trooper" slogan.

Action Step 10: Maintain a constant and active relationship with Historical Black Colleges (HBC), colleges with a high enrollment of minorities, as well as those with a high enrollment of females.

Action Step 11: Participate in the LatinX and other diversity outreach programs.

Action Step 12: Coordinate with local gyms to facilitate recruiting campaigns.

Action Step 13: Implement new screening tools focused on identifying:

- Communication Skills
- Interpersonal skills/empathy
- Technological Savviness

WSP 2020 Diversity Plan

- Problem-solving skills
- Decision making aptitude
- Cultural awareness and sensitivity demonstration
- Community engagement experience

The WSP recently added an experienced Diversity, Equity, and Inclusion officer to assist in the creation and implementation of a comprehensive DEI plan. Additionally, the WSP is partnering with the Office of Minority and Women's Business Enterprises and the Department of Enterprise Services on a comprehensive organizational study focused on recruitment, promotion, and retention of diversity within the WSP. This study and its recommendations will be used to refine the DEI plan and inform long term interventions to increase Diversity across the agency in both the civilian and sworn job classifications.

The following is the WSP Diversity, Equity, Inclusion (DEI) infrastructure that will be utilized to improve DEI:

1. Policies & Procedures – Creating new and updating current policies and procedures pertaining to DEI HR Directive 20-02
2. Education - Providing on ground and on-line training on DEI topics to all employees
3. Data Collection – Provided to WSP executive leaders and division commanders quarterly at the Strategic Advancement Forum. Use of NEOGov, OFM Workforce Data, Exit Surveys, and Recruitment data to evaluate current performance, identify best practices, and provide recommendations guiding future performance.
4. Communication – Reviewing all recruitment postings and job fair materials to ensure DEI is considered and avoid language which is biased or creates barriers to employment.
5. Assessment – Bi-annually assess WSP DEI performance and provide to Chief of WSP and executive staff bi-annual findings
6. Reporting – Provide in WSP Annual Report and OFM Annual HR Management Reports WSP DEI efforts as well as quarterly executive briefing.
7. WSP Values & Goals – Conduct training consistent with WSP values and include explanation of applicability of the overarching agency values to all DEI efforts. Reinforce the values throughout the DEI journey.
8. Performance Management – DEI integrated into all performance evaluations, promotions, and recruitment interviews, etc. Data analysis to occur post recruitment to determine adverse/disparate impact and identify best practices and opportunities for improvement.
9. WSP DEI Committee – Solicit and recruit for staffing of a governance committee to implement, coordinate, monitor, and report efforts of the WSP DEI program
10. Strategic Approach – Collaborate with other agencies like BUILD (Blacks United In Leadership and Diversity) to share best practices, and use existing WSP diversity data to establish DEI targets through the WSP DEI Council.
11. Hiring of WSP first DEI officer – This Special Deputy position is an executive policy level position with authority across the enterprise regarding DEI training, policy, and implementation. Additionally, this position will be responsible for tracking, monitoring, and reporting the workforce composition and changes resulting from recruitment and promotion activities. As the point of contact for all civil rights

WSP 2020 Diversity Plan

complaints and coordination with the Human Rights Commission, Equal Employment Opportunities, Commission, and the Diversity, Equity, and Inclusion Council this position will advise and assist senior managers and executives with workplace and personnel improvements.

Required Topic Areas

In this section, provide details about your approach to meet the requirements outlined in the HR Directive, which includes:

- Workforce diversity, equity and inclusion policies and procedures
- Implicit bias mitigation training
- Diversity data review standards
- Leadership involvement in diversity data reviews
- Employment and internship partnerships between agencies and higher education institutions, including affinity groups represented on their campuses
- Demographic data reviews of prior certified candidate pools and interviewee lists.

SEE ABOVE WSP Infrastructure to improve WSP DEI

(1) DEI Policies and Procedures

New Policy – WSP Diversity, Equity, and Inclusion

Success Measure: Increase the percentage of historically underrepresented community members across the agency.

For example: We increased score from 82% (2019) to 85% in the 2020 Employee Engagement Survey question: *My agency consistently demonstrates support for a diverse workforce.*

New Policy – WSP Respectful Work Environment

Success Measure: Decrease the number of proven Hostile Work Environment and Discrimination cases by 50% over 2 years.

For example: We increased the score from 89% (2019) to 95% in the 2020 Employee Engagement Survey question: *My supervisor treats me with dignity and respect.*

Update Policy – WSP Policy 8.00.220 – Discrimination and Other Forms of Harassment

Success Measure: Reduce discrimination and other forms of harassment proven complaints by 50% over a two-year period.

For example: We increased the scores from 80% (2019) to 85% in the 2020 Employee Engagement Survey question: *People are treated fairly in my work group.*

Update Policy – WSP Policy 11.12.010 – Reasonable Accommodation

Success Measure: WSP continues its Limited Temporary Duty Program and Stay At Work Program to assist in the recovery process of temporarily disabled employees. Continue to conduct the Interactive Process (IAP) within 3 working days when notification for accommodation is received from an employee or employer suspects there may be a medical condition that is impacting an employee's work performance.

For example- We are developing a Language Access plan for limited English Proficiency individuals and also developing a Gender transition Plan that is sensitive to the needs of the transitioning individual.

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CURRENT POLICIES

Policy Subject/Title	Review and update timeline	Assigned To	Success Measures
8.00.220 Discrimination and other forms of harassment	11/30/2020	DEI Officer	As indicated above
11.12.020 Reasonable Accommodation	11/30/2020	HRD Employee Health and Safety Team Supervisor & DEI Officer	As indicated above

NEW POLICIES

Policy Subject/Title	Implementation Timeline	Assigned To	Desired Outcome	Engagement Plan	Success Measures
DEI	NLT 07/01/2021	HR Director	Adopted		As indicated above
Respectful Work Environment	NLT 07/01/2021	HR Director	Adopted		As indicated above

(2) EDUCATION

- The WSP DEI officer will identify and establish on-line and on ground training on DEI topics.
- DEI officer will recommend to HRD Commander a DEI topic that all WSP employees will be required to take every year. New employees will take this training within first 30 days of employment
- The WSP will partner with the Department of Enterprise Services to conduct DEI training through the Learning Management System (LMS)
- All interview committee members will be required to review specific DEI training(s) as it relates to job interview, scoring, and selection. Such training should be taken no longer than 1 year from the date applicants will be interviewed in conjunction with existing interview orientations.
- The DEI Officer will require all hiring managers and HRD Human Resource Consultant 3s to review a specific DEI training as it relates writing implicit bias free job postings
- The HRD Employee Health and Safety Team will attend annual DEI training focused on Reasonable Accommodation and Sexual Harassment.
- All training will be recorded and maintained as required by policy in Etrain, the WSP Learning Management System (LMS). Yearly audits will be conducted to ensure all employees have taken required DEI training.

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(3) Diversity Review – Data Collection

The Washington State Patrol is after several years of diligent efforts experiencing a slow but steady positive change to its workforce composition. The data below is obtained from the Office of Financial Management and depicts the agency’s efforts over the past ten years.

Fiscal Yr	% People of Color	% Black /African American	% Hispanic/ Latino	%Am. Indian / Alaskan Native	%Asian/ Pacific Islander	% Caucasian Not Assigned
FY11	12.6%	2.4%	3.5%	2.1%	4.6%	87.4%
FY12	12.0%	2.0%	3.0%	2.0%	4.0%	88.0%
FY13	13.0%	3.0%	3.0%	2.0%	5.0%	87.0%
FY14	13.1%	2.5%	3.7%	2.2%	4.7%	86.9%
FY15	13.1%	2.7%	3.8%	1.9%	4.6%	86.9%
FY16	13.3%	2.7%	4.0%	2.1%	4.5%	86.7%
FY17	14.0%	2.9%	4.5%	1.8%	4.7%	86.0%
FY18	14.4%	3.2%	4.8%	1.8%	4.6%	85.6%
FY19	14.6%	3.2%	4.8%	1.7%	4.9%	85.4%
FY20	14.4%	2.9%	4.9%	1.6%	4.9%	85.6%

*Source: Office of Financial Management Workforce Performance Dashboards 2020

Further Growth and continued attention must be maintained to improve and achieve the goals and objectives of this plan. The HR staff will assist the DEI officer and the Industrial Organization Psychologist to collect quarterly DEI data of previous years and current year to review the following areas:

* Recruitment

- Identify areas in the agency where diversity is underrepresented. The DEI officer and hiring manager will meet to discuss opportunities to improve workforce representation and applicant pool diversity. DEI officer will assist the HR Manager, Human Resource Consultants, and staff to ensure job postings are inclusive and do not create a disparate impact. The DEI Officer and HR staff will review hiring recruitments and certifications to identify adverse impact and implement mitigation strategies.

* Retention

- Review the WSP exit survey results and statewide exit survey to determine the turnover of diverse employees, reason for turnovers, and communicate turnover information to hiring managers and HRD Commander to create applicable retention strategy

* Promotion

- Review past data to determine level of diversity promotions for commission and civil service employees. DEI officer will work with the HRD Industrial Organization Psychologist for commission promotions and the HR Operations Manager for civil service promotions. The DEI officer will provide recommendations for improvement to the HRD Commander and executive staff.

* Pay Equity

- Review pay equity for non-represented, commissioned, and civil service employees and provide recommendations for improvement if disparity is identified to the HRD Commander and executive staff.

* Reasonable Accommodation

- Review the current process to ensure legal compliance and increase equity to all staff affected.

*

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Reports

- Review and provide input to the annual WSP Report, OFM HR Manager Report, and any reoccurring legislative reports requiring DEI data. DEI Officer will provide DEI data to the HRD Commander and executive staff during quarterly WSP SAF briefings. DEI Officer will participate in developing annual DEI strategies as part of the Agency and HRD Annual Strategic Operations Plan.

Diversity Review Data Collection	Assigned To	Timeline	Recommended Target & Goals
Recruitment & Retention	DEI Officer, Industrial Psychologist Assistant Division Commander	Quarterly	Increase Diversity by 2% per year.
Promotion	DEI Officer, Assistant Division Commander, Industrial Psychologist	Annually	Increase representation of diversity in first line and mid-level manager positions consistent with hiring goal
Pay Equity	DEI Officer, HR Systems Manager	Annually	100% pay equity across WGS, WMS, Executive positons
Reasonable Accommodation	DEI Officer, HRC4 Health and Safety	Quarterly	IAP to occur within 3 days of HR notice.
Reports	DEI Officer, HR Operations Manager	Quarterly	Publish recruitment/retention reports to House Transportation Committee quarterly.

(4) Leadership Involvement in Diversity Data Reviews

*HR Director and DEI Officer will provide quarterly briefing on DEI implementation to the agency executives at the Strategic Advancement Forum

*All Division/District Commanders will brief agency executives on DEI implementation within their span of control quarterly at the Strategic Advancement Forum

*Quarterly the Strategic Advancement Forum presentations will be made public to all employees and citizens.

The DEI Officer will work with the HRD Industrial Psychologist (and other HRD managers) to establish a semiannual DEI report. This report will be paired with the Statewide HR Affirmative Action Report time schedule.

- The semi-annual report will be provided to the WSP Chief, executive staff, and the public through the WSP website.
- HRD Commander will provide recommendations to improve DEI to the executive staff based on the semi-annual report, the quarterly data review, and the best practices in DEI strategies as identified through research and experience.

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(5) Explore Employment & Internship Partnerships between Agencies and Higher-Ed Institutions

- * DEI Officer will participate in OFM DEI Council programs, committees, and task forces.
- * DEI Officer will arrange internships at WSP for college students.
- * DEI Officer will establish relationships with other state agencies, local area government, and higher education institutions to share information and best practices that will improve WSP DEI
- * DEI Officer will work with HR Operations Manager to increase internship opportunities in WSP with a focus on increasing opportunities for individuals from diverse backgrounds.
- * DEI Officer will work with the Employee Health and Safety Team in establishing a working partnership with the Department of Vocational Rehabilitation and Department of the Blind

(6) WSP Diversity – Equity – Inclusion Committee

- * WSP will create an internal DEI Committee consisting of supervisors, managers, and employees to assist the DEI Officer with ensuring DEI initiatives are effectively implemented across the agency. DEI Committee will meet quarterly to discuss and evaluate DEI implementation.

(7) WSP Values and Goals Statement

The Washington State Patrol is committed to making the WSP a great place to work and has established five strategic goals within the Agency strategic plan. They are:

1. Make the WSP a great place to work.
2. Make our highways safe.
3. Provide specialized investigative, forensic, and support services.
4. Secure communities from terrorism, fire, and disaster risk.
5. Sustain and enhance agency infrastructure and business processes.

Goal 1 – Make the WSP a Great Place to Work. This goal is reflective of the entire agency; and all commanders and managers are responsible for the successful achievement of this goal within their work units and the enterprise. The outcomes contained within this goal are:

- a. Increased job satisfaction, employee engagement, respect and feedback, and customer values.
- b. Increase diversity, equity, and inclusion in our workforce and services provided.
- c. A qualified and diverse workforce reflective of the statewide population.
- d. Implement strategies to retain staffing.
- e. Increase staff awareness of the value and importance of agency accreditations and staff certifications.

The WSP is committed to involving every employee in shaping and sustaining a culture of trust, collaboration, diversity, and continuous performance improvement. The agency outcomes are directly linked to the DEI initiatives of the WSP.

(8) Review Diversity Details of Previous Certified Candidate Pools and Interview Lists

The WSP will review the information below to determine opportunities to increase the representation and size of candidate pools for both sworn and civilian job classifications.

WSP 2020 Diversity Plan

Data Review Question	Assigned to	Timeline/Frequency of Review	Expected Outcomes	Stakeholders
Review language in job postings	HR Consultants / DEI officer	Quarterly	Determine if the postings written in a way that discourages certain groups of people from applying or believing that they could be successful? If so, make changes.	<ul style="list-style-type: none"> WSP DEI Council Hiring Managers Governor's Commissions
Review any use of criminal background information in hiring	Assistant Division Commander / HR Operations Manager	Annually beginning January 2021	Determine if the use of criminal background check information for hiring decisions comply with RCW 41.04.821? Does it support Executive Order 16-05? If not, review and make changes.	<ul style="list-style-type: none"> Criminal Justice Training Commission Labor Relations Office State Human Resources Attorney General's Office
Review how your organization considers breaks in employment and participation in military service	Assistant Division Commander / HR Operations Manager/ DEI Officer	Annually	Determine if the hiring processes and decisions create barriers for those who may have had breaks in employment or participated in military service, including being a member of the military reserves? If so, review and make changes	<ul style="list-style-type: none"> Attorney General's Office Department of Veteran's Affairs Military Department

Additional Resources

The additional resources listed below may help develop the agency's diversity plan.

- [Workforce Diversity Directive - State HR Directive 20-02](#)
- [Washington Law Against Discrimination](#)
- [Title VII of the Civil Rights Act](#)
- [Executive Order 12-02 on Workforce Diversity and Inclusion](#)
- [Executive Order 13-02 on Improving Employment Opportunities & Outcomes for People with Disabilities in State Employment](#)
- [Executive Order 16-05 on Building Safe Communities Through Successful Reentry](#)
- [Executive Oder 19-01 on Veteran and Military Family Transition and Readiness Support](#)
- Employer of Choice Committee publication on [Unconscious Bias in Hiring](#)
- [Measuring Diversity webpage](#) from OFM State HR
- Veteran Employment Plan
- [HRMS Data Definitions Resource Guide](#)
- [Affirmative Action and Demographic Data Guide](#)

WSP 2020 Diversity Plan

- [Human Resources Management Report](#)
- [RCW 41.06.530](#) - Personnel resource and management policy—Implementation
- [WAC 357-01-015](#) – Affirmative Recruitment Plans
- [Affirmative Action Laws and Rules Applicable in Washington](#) from OFM State HR

9. MODEL DRAFT CONTRACT

<p align="center">WASHINGTON STATE PATROL</p> <p align="center">Washington State Patrol Workforce DEI Strategic Recruitment Plan 2021</p>		WSP Contract No. K16354
		Other Contract No.
This Contract is between the State of Washington, Washington State Patrol and the Contractor identified below, and is governed by chapter 39.26 RCW.		
CONTRACTOR NAME		Contractor Doing Business As (DBA)
Contractor Address		Statewide Vendor Registration Number SWV00 _____ - _____
Contact Name		Contact Telephone
Contact Email		
WSP Contact Information		
WSP Contract Project Manager Name and Title Captain		WSP Mailing Address: Washington State Patrol HRD (K16354) PO BOX 42620 Olympia, WA 98504-2620
Telephone:		Email Address
WSP Administrative Contact Name and Title Julie Hannah, Contracts Specialist		WSP Administrative Contact Address Washington State Patrol /BFS Contracts PO Box 42602 Olympia WA 98504-2602
Telephone:		Email Address julie.hannah@wsp.wa.gov
Contract Start Date 02/01/2021	Contract End Date 05/31/2021	Maximum Contract Amount See Exhibit E, Deliverables and Charges
<p>ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Exhibit A, Statement of Work. <input checked="" type="checkbox"/> Exhibit B, General Terms and Conditions <input checked="" type="checkbox"/> Exhibit C, WSP RFP #WSP DEI2021 dated November 6, 2020 <input checked="" type="checkbox"/> Exhibit D; Contractor's Proposal, dated _____ 2020; <input checked="" type="checkbox"/> Exhibit E, Charges, Payments, Deliverables, Project Management <input checked="" type="checkbox"/> Exhibit F, Nondisclosure Agreement <input checked="" type="checkbox"/> Exhibit G, Contractor COVID Compliance Certification 		
This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.		
FOR THE WASHINGTON STATE PATROL:		FOR THE CONTRACTOR:
WSP Signature _____	Date _____	Contractor Signature _____
Printed Name and Title John R. Batiste, Chief		Printed Name and Title _____

1. Statement of Work

- A. Develop, create, and provide the WSP with Diversity, Equity, and Inclusion (DEI) plan according to ESHB 2322 18 a – e proviso that addresses the five (5) areas listed in the excerpt. The completed DEI plan is due to the WSP by April 30, 2021.

Phase 1: Data Collection (# of weeks)

Hold a kickoff meeting with WSP staff within three (3) days of executed contract.

Conduct interviews and focus groups with key Executive Staff and WSP Managers.

Collaborate with WSP's team to understand current qualitative insights with descriptive statistics, cross-tabulations, and significance testing.

Emphasis to be placed on recruitment and retention of diverse candidates within both the sworn and civilian employee.

Key Activities

- Interviews & Focus Groups
- Quantitative Data collection

Deliverables

- Quality Assurance Plan
- Initial Project Assessment Report

Quality Assurance Plan

This plan defines how the Bidder will ensure specified requirements are delivered as outlined in the scope of work and customer expectations are being met. This plan shall include defined work product review timelines, project plan, deliverable review, and acceptance procedures as agreed upon with Bidder and WSP.

Initial Project Assessment Report

The report should provide recommendations for avoiding and/or responding to any identified problems and potential risks with the project's successful completion. This report will include the Project Kick-off Briefing, Research Plan, and detailed Project Plan accepted by WSP management to promote transparency in project progress and risk management. This report should identify any project delays, contracting issues, risks, financial risks, or other project management considerations with mitigation recommendations.

Phase 2: Analysis (# of weeks)

Baseline assessment identifying gaps, triggers and points of potential bias.

Key Activities

- Groups Document and Process Reviews
- Qualitative Insights Reviews

Deliverables

- Monthly Quality Assurance Report

Monthly Quality Assurance Reports

Monthly reports communicating the status of the work for quality assurance purposes. These reports will include status updates on critical or significant tasks and milestones, key accomplishments, issues/risks, mitigation strategies, project deadlines, and deliverables status for all tasks within the statement of work.

Phase 3: Reporting (# of weeks)

Synthesize data to generate a report of summary findings and observations mapped to Infrastructure and Analytics activators.

Post Report

Key Activities

- Data & Analysis findings

Deliverables

- Draft comprehensive report of findings with specific recommendations

Phase 4: Strategic Development (# of weeks)

Accelerate development of and alignment to DEI strategy with evidence-based solutions. Establish 3-5 key priority areas to support business outcomes and the foundation for a new WSP Workforce Diversity, Equity & Inclusion Strategic Recruitment Plan (DEI) Strategy Recruitment Plan that creates an inclusive culture.

Key Activities

- DEI Strategic Recruitment Plan/Roadmap & Training Plan Development

Deliverables

- Monthly Quality Assurance Report
- Strategic DEI Recruitment & Training Roadmap/Plan
- Partner/Collaborate with WSP Leadership to implement the recommendations of the assessment.

Post Report

A report detailing the work completed and lessons learned.

The Post Report is comprised of two (2) elements:

- DEI Strategic Recruitment Plan, and
- DEI Training Plan

The Plan shall include key metrics that the WSP can track along with best practices for sustaining WSP's DEI initiatives. The Post Report will also include recommendations for how the WSP can continue the DEI Strategic Recruitment and Training Plan work through detailed development of attainable goals, objectives and strategies and include all relevant trainings and materials necessary to enable the WSP to succeed in integrating DEI into the internal processes and systems.

- B. Location of Work.** Unless approved by WSP, all work performed by the Contractor shall be at the Contractor's primary place of business.

C. **Protection of WSP's Confidential Information.** The Contractor acknowledges that some of the material and information which may come into its possession or knowledge in connection with this Contract or its performance may consist of confidential data, the disclosure of which to or use by, third parties could be damaging. Therefore, access to, among other items, information concerning individual recipients of the state's service or individual clients shall not be granted except as authorized by law or agency rule. The Contractor agrees to hold all such information in strictest confidence, not to make use thereof for other than the performance of this Agreement, to release it only to authorized employees requiring such information, and not to release or disclose it to any other party in accordance with Exhibit B, Section 12 Confidentiality.

2. Scope of Work

A. Deliverable compensation

The Contractor shall perform the services described in this SOW.

The Contractor will conduct the work under WSP leadership. Since the Contractor will control the manner and means of conducting the work, the descriptions are not intended to completely describe all work required to complete the deliverables. Estimated Completion dates are found in the Deliverable & Cost Table and Details below.

B. Deliverables

See Exhibit E for the detailed and complete Deliverable Table.

C. Work Plan Maintenance:

The Contractor will maintain the work plan on software such as Microsoft Project or Excel. The format will allow a means of tracking any deviations from the planned timeline and adjusting the work plan to reflect those deviations. The Contractor shall coordinate and advise staff and WSP as to the status of each task on an on-going basis.

Summary:

Following initial discussion with WSP's Project team on the progress, direction, and needs, the Contractor will develop a summary level description of the Contractor's approach and a detailed work plan.

The work plan will include at least the following:

- Tasks
- Timeline, including Due Dates for all subsequent deliverables
- Resource assignments
- Risk mitigation plan

D. Performance Measurement and Monitoring

Impacts and outcomes achieved as a result of the delivery of services may be measured and evaluated periodically by WSP. WSP may evaluate Contractors performance at Contract completion and at least once a year. An evaluation will be conducted at least monthly following the Contract start date, except WSP can establish a date which better accommodates WSP's particular needs. The evaluation will cover the period ending with an established date. WSP may utilize the standardized form and/or supplement the process with special performance factors unique to the specific contractual needs. Each evaluation shall include an assessment of the Contractor's efforts toward achieving WSP's objectives, based

on the requirements of this Contract. The evaluation is designed to aid WSP in referrals, clarify Contractor's duties and WSP's expectations, based on the requirements of this Contract, and inform Contractor of their performance strengths and weaknesses.

GENERAL TERMS AND CONDITIONS**1. Definitions.**

“Contract” means this Professional Service Contract, including all documents attached or incorporated by reference.

“Contractor” means the entity performing services under this Contract. Contractor shall be responsible for the performance by any Subcontractor and its owners, members, officers, director, partners, employees and/or agents.

“General Terms and Conditions” means this Exhibit B.

“Statement of Work” (SOW) means the Statement of Work for this Contract, which is attached hereto and incorporated herein as Exhibit A.

“Subcontract” means a separate contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

“RCW” means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended or replacement statutes.

“USC” means United States Code. All references in the Contract to USC chapters or sections shall include any successor, amended or replacement statutes.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. Payment. WSP shall reimburse the Contractor an amount not to exceed the Maximum Contract Amount specified on the Face Sheet of this Contract.

3. Billing Procedure/Invoice and Payment. WSP shall reimburse the Contractor according to Exhibit E Charges, Payments, Deliverables, and Contract Project Management for work performed in accordance with the requirements of this Contract. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Contract Project Manager. The invoices shall describe the work/services performed/ accomplished including a list of services provided, date(s) the services were provided, and including number of hours worked, fees, expenses, applicable taxes, other applicable charges, total invoice price, and payment terms, including any available prompt payment discounts. WSP’s contract number, and the Vendor’s Statewide Vendor registration number. The Contractor shall submit the final invoice not later than sixty (60) calendar days from the Contract End Date.

Contractor shall not submit an invoice for payment events until after their occurrence.

Contractor shall only submit invoices for services or deliverables as permitted by this Contract.

Incorrect or incomplete invoices may be returned by WSP to Contractor for correction and reissue.

- 4. No Additions/Deletions.** Unless otherwise specified in this Contract, no additional charges by the Contractor will be allowed.
- 5. Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.
- 6. Additions/Deletions.** The state reserves the right to add or delete items, agencies, or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original proposal price margins, and will be evidenced by issuance of a written contract change notice from the WSP Administrative Contact listed on the Contract face sheet.
- 7. Price Adjustments.** At least one-hundred twenty (120) calendar days before the end of the current term of this Contract, Contractor may propose rate increases by written notice to WSP's Contract Manager for additional term periods referenced in Section 1.3 Period of Performance. Price adjustments may be taken into consideration by the WSP Contract Manger when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request.
- 8. Attorneys' Fees and Costs.** If any litigation is brought to enforce any term, clause, provision or section of this Contract or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such litigation, including necessary fees, costs and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution thereof. In the event that parties to this Contract engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution, including the cost of mediation or arbitration services. Each party shall be responsible for their own attorney's fees incurred as a result of the alternative dispute resolution method.
- 9. Assignment.** The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor in whole or in part, without the express written consent of WSP. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.
- 10. Compliance with Civil Rights Laws.** During the period of performance for this Contract, the Contractor shall comply with all federal and state nondiscrimination laws. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or part under the Termination sections, and the Contractor may be declared ineligible for further contracts with WSP.

11. **COVID Compliance.** All Contractors and their subcontractors, and each party identified in a joint-venture proposal should complete and sign Exhibit G Contractor COVID Compliance Certification with COVID safety requirements.
12. **Confidentiality.** The Contractor shall not use or disclose any information concerning WSP, or information that may be classified as confidential, to any third party without the written permission of WSP. The Contractor shall destroy or return all such information to the WSP Program Manager at the end of this Contract.

The Contractor acknowledges that some of the WSP material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, email addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without WSP’s express written consent or as provided by law.

The Contractor agrees to implement physical, electronic, and managerial safeguards designed to prevent unauthorized access to Confidential Information. Immediately upon expiration or termination of this Contract, the Contractor shall, at WSP’s option: (i) certify to WSP that the Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to WSP; or (iii) take whatever other steps WSP requires of the Contractor to protect Confidential Information. WSP reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the Contractor through this Contract.

Contractor’s employees working under this Contract shall complete and sign an Employee Nondisclosure Agreement exhibit, attached hereto and incorporated into the Contract herein. Violation of this section by the Contractor may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties. Furthermore, the Contractor is subject to all applicable state and federal laws, rules, and regulations, including RCW 10.97, violation of which may result in criminal prosecution.

13. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.
14. **Authority to Bind.** The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.
15. **Limitation of Authority.** Only WSP or WSP’s delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment,

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modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by WSP.

- 16. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.

Contractors should familiarize themselves with the restrictions.

- 17. Gifts and Gratuities.** The Contractor shall comply with all State laws regarding gifts and gratuities, including but not limited to: Chapter 43.19.1937, Chapter 42.52.150 RCW, Chapter 42.52160 RCW, and Chapter 42.52.170 RCW under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with State business or contract activities.

- 18. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify WSP if, during the term of this Contract, Contractor becomes debarred. WSP may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

- 19. Disputes.** In the event a bona fide dispute concerning a question of fact arises between WSP and Contractor and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

- If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
- The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
- Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

WSP and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by WSP for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided WSP pays Contractor the amount WSP, in good faith, believes is due and payable,

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and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

- 20. Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

- 21. Indemnification/Save Harmless.** The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.
- 22. Failure to Perform.** If the Contractor fails to perform any substantial obligation under this Contract, WSP shall give the Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then WSP may withhold all monies due and payable to the Contractor, without penalty to WSP, until such Failure to Perform is cured or otherwise resolved.

Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The state is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the state.

The state may terminate the contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.

Remedies: If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the state may do one or more of the following:

- Exercise any remedy provided by law
- Terminate this contract and any related contracts or portions thereof.
- Impose liquidated damages.
- Suspend Contractor from receiving future Bids.

- 23. Independent Capacity.** The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of WSP or the State of Washington. The Contractor shall not hold itself out as, nor claim status as, and officer, employee or agent of WSP or the State of Washington. The Contractor shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.
- 24. Inspection and Rejection.** The WSP's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the materials or equipment, if materials or equipment does

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not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the WSP will promptly notify the Contractor thereof. Without limiting any other rights, the WSP and/or the state at its option, may require the Contractor to:

- Repair or replace, at Contractor's expense, any or all of the damaged goods, or
- Refund the price of any or all of the damaged goods, or
- Accept the return of any or all of the damaged goods.

25. Industrial Insurance Coverage. Prior to performing work under this Contract, the Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the period of performance for this Contract. WSP shall not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

26. Insurance. The v shall provide insurance coverage as set forth below. The intent of the required insurance is to protect the State of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or any subcontractor, or agents of either, while performing under the terms of this Contract.

During the term of any Contract, the Contractor shall maintain in full force and effect, the insurance described in this section. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports.

In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by the Contract, the Contractor shall provide written notice of such to WSP within one (1) Business Day of the Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at WSP's sole option, result in the Contract's termination.

Minimum Requirements. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; and
- Employers Liability insurance covering the risks of the Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Requirements for Proof of Insurance. The Contractor shall pay premiums on all insurance policies. Such insurance policies shall name WSP as an additional insured on all general liability and automobile liability policies. Such policies shall also reference the WSP Contract number

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and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to WSP by the insurer.

All insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

The Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

The Contractor shall furnish to WSP copies of certificates of all required insurance within thirty (30) calendar days of the Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at WSP's sole option, result in the Contract's termination.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

By requiring insurance herein, WSP does not represent that coverage and limits will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to the Contractor in the Contract.

Additional Provisions.

Above insurance policy shall include the following provisions:

Identification. Certificate of insurance Policy must reference the WSP's contract number and the Washington State Patrol name.

During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to WSP and all expenditures made by the Contractor to perform as required by this Contract.

- 27. Inspection - Maintenance of Records.** During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access, to the at Contractor's place of business, and to Contractor's records related to this Contract to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Contractor's place of business and its records, and

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monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules and this Contract.

- 28. Liens, Claims, and Encumbrances.** All materials, equipment, or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state.
- 29. Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:
- Applicable federal and state law, regulations and rules;
Contract K16354;
Exhibit A, Statement of Work
Exhibit B, General Terms and Conditions, located in the Contract;
Exhibit C, WSP RFP #WSP Workforce DEI Strategic Recruitment Plan 2021,
Exhibit D, Bidder's Proposal, and
Any document incorporated by reference.
- 30. Overpayments to Contractors.** Upon notice of an erroneous payment or overpayment to which the Contractor is not entitled pursuant to this Contract, the Contractor shall promptly refund to WSP the full amount of any such payment or overpayment.
- 31. Period of Performance.** The period of performance shall begin on contract start and end dates listed on the contract face sheet, subject to earlier termination as provided in the Contract. In addition, WSP shall have the right in its sole discretion to extend the term unless terminated in whole or in part by WSP as otherwise provided in the Contract.
- 32. Personnel.** WSP employees performing work under the terms of this Contract (if any) shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Contract in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Contract shall be at the discretion of the Chief of WSP or designee.
- 33. Project Budget.** The WSP budget for this project is listed on the contract face sheet and as funds become available. The maximum contract amount of the contract may be increased if the period of performance is extended and/or additional funding becomes available.
- 34. Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

Materials delivered by the Contractor under the terms of this Contract, but which does not originate therefrom, shall be transferred with a nonexclusive, royalty-free irrevocable license to publish, translate, reproduce, deliver, performs, dispose of, and to authorize others to do so, provided that such a license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable efforts to advise WSP at the

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time of material delivery of all known or potential invasions of privacy contained therein and of any portion of such material which was not produce in performance of this Contract. WSP shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this Contract. WSP shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

35. Access To Data. In compliance with RCW 39.29.080, the Contractor shall, at no additional cost, provide access to data generated under this Contract to the Department, the Washington State Joint Legislative Audit and Review Committee, and the Washington State Auditor. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

36. Confidentiality/Safeguarding Of Information

"Confidential Information" as used in this section includes:

- All material provided to the Contractor by the Department that is designated as "confidential" by the Department;
- All material produced by the Contractor that is designated as "confidential" by the Department; and
- All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Department or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Department with its policies and procedures on confidentiality. The Department may require changes to such policies and procedures as they apply to this Contract whenever the Department reasonably determines that changes are necessary to prevent authorized disclosures. The Contractor shall make the changes within the time period specified by the Department. Upon request, the Contractor shall immediately return to the Department any Confidential Information that the Department reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

Unauthorized Disclosures or Uses. Contractor shall immediately report to WSP any and all unauthorized disclosures or uses of WSP's Confidential Information or Proprietary Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of WSP's Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to WSP. If Contractor should publish or disclose such Confidential Information or Proprietary Information to others without authorization, WSP shall

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immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

Nondisclosure of Other WSP information. The use or disclosure by Contractor of any WSP information not necessary for, or directly connected with, the performance of Contractor's responsibility with respect to Services or Deliverables is prohibited, except upon the express written consent of WSP.

37. Savings. In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.

38. Severability (Conflict). 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 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, and to this end the provisions of this Contract are declared to be severable.

39. Site Security. While on WSP's premises, the Contractor shall conform in all respects with physical, fire or other workplace security regulations communicated to the Contractor by WSP.

A violation of the contract specifications dealing with building security could result in immediate termination of this contract under the terms hereof.

40. Statewide Payee Registration. The Contractor is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

41. Subcontracting. Except as otherwise provided in this Contract, the Contractor may subcontract for any of the services provided under this Contract with the prior, written approval of WSP. The Contractor shall be responsible for the acts and omissions of any subcontractor.

42. Survivorship. All Services performed and Deliverables delivered pursuant to the authority of this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the 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 this Contract shall so survive. In addition, the terms of Exhibit F shall survive the termination of this Contract.

43. Survivorship of Provisions. Any terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive performance by the parties to this Contract shall so survive the completion of the period of performance or termination of this Contract

44. Taxes. WSP shall pay sales and use taxes imposed on services provided by the Contractor under this Contract if required by state law. The Contractor shall pay all other taxes, including,

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but not limited to, Washington State Business and Occupation Tax, taxes based on the Contractor's income, or personal property taxes levied or assessed on the Contractor's personal property to which WSP does not own title.

- 45. Termination for Convenience.** Except as otherwise provided in this Contract, either party may terminate this Contract upon thirty (30) calendar days written notification. If this Contract is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Contract for performance rendered prior to the effective date of termination.
- 46. Termination for Default.** WSP may terminate the Contract for default, in whole or in part, if WSP has a reasonable basis to believe that the Contractor failed to perform under any provision of this Contract; violated any applicable law, regulation, rule or ordinance; or otherwise breached any provision or condition of this Contract.

WSP shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) calendar days, the Contract may be terminated. WSP reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by WSP to terminate the Contract.

In the event of termination for default, the 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 procuring the replacement contract. If it is determined that the Contractor was not in default the termination shall be deemed a termination for convenience. The rights and remedies of WSP provided under this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

- 47. Termination Procedure.** The following provisions shall survive and be binding on the parties to this Contract in the event this Contract is terminated.
- The Contractor shall stop work under this Contract on the date specified in the notice of termination, and shall comply with all instructions contained in the notice of termination.
 - The Contractor shall deliver to the WSP Contract Project Manager identified on the Face Sheet of this Contract, all WSP property in the Contractor's possession and any WSP property produced under this Contract. The Contractor grants WSP the right to enter upon the Contractor's premises for the sole purpose of recovering any WSP property that the Contractor fails to return within ten (10) calendar days of termination of the Contract. Upon failure to return WSP property within ten (10) calendar days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Contractor shall protect and preserve any property of WSP that is in the possession of the Contractor pending return to WSP. The Contractor shall provide written certification to WSP that the Contractor has returned all WSP property in the Contractor's possession.
 - WSP may direct assignment of the Contractor's rights to and interest in any subcontract or orders placed to WSP. WSP may terminate any subcontract or orders, and settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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- WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination. WSP may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to WSP.
- In the event of termination for default, WSP may withhold a sum from the final payment to the Contractor that WSP determines necessary to protect WSP against loss or additional liability.

48. Workman's Compensation Law. The Contractor shall comply with all the requirements and conditions of Sections 51.04 to 51.42 inclusive, of the Revised Codes of Washington, known as the Workmen's compensation Act, and will all amendments thereof, now in force or which shall hereafter be made; also with all rules, regulations and decisions made or promulgated there under. The Contractor shall hold the WSP harmless for any loss, damage or expense which he may suffer or which he may be put at any time by failure of the Contractor to comply with the last preceding requirements.

In case of employees engaged in hazardous work under this contract and the site of the project is not protected under the statutory workmen's compensation statute, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance with a private company in an amount equivalent to that provided by the workmen's compensation statute for the protection of his employees not otherwise protected.

49. Treatment of Assets. Title to all property furnished by WSP to the Contractor under the terms of this Contract shall remain with WSP. Any property furnished by WSP to the Contractor under the terms of this Contract shall be used only for the performance of this Contract. The Contractor shall be responsible for any loss or damage of property provided to the Contractor by WSP resulting from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. Upon the discovery of loss or damage of WSP property, the Contractor shall notify WSP and take all reasonable steps to prevent any further loss or damage. Upon the termination or completion of this Contract, the Contractor shall surrender all WSP property to the WSP Contract Project Manager indicated on the Face Sheet of this Contract.

50. Waiver. A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

51. Warranties.

Product: Contractor warrants that all materials, equipment, and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state shall not alter or affect the obligations of the Contractor or the rights of the state.

Price: Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Date Compliance: Contractor warrants fault free performance in the processing of date and date related data including, but not limited to calculation, comparing, and sequencing by all Equipment and Software provided pursuant to this Contract, individually and in combination,

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when used in accordance with the product documentation provided by the Contractor. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user.

RFP Document
WSP Workforce DEI Strategic Recruitment Plan 2021

RFP document

**BIDDER'S PROPOSAL TO RFP
(Document)**

Exhibit E - Charges, Payments, Deliverable & Contract Project Management

A. Costs

Contractor shall charge WSP the Charges as indicated in the tables in Section 2 Deliverables and Charges.

B. Deliverables & Cost Table and Details

This list is subject to change based on the Deliverables in the Bidder’s Proposal

Phase	Deliverable	Estimated Completion Date	Estimated Hours	Cost	Total Cost with Taxes
Project Initiation & Planning Phase					
	Initial Project Assessment Report				
	Project Management Plan				
	Implementation Plan				
	Work Plan				
Scope Baseline & Solution Specification Phase					
	Monthly Quality Assurance Reports				
Project Monitoring & Control					
	Knowledge Transfer Session				
	Technical Operations Training				
Project Closeout					
	Monthly Status Report				
	Post Report				
	Project Closeout Report				

Model Draft Contract Exhibit E

C. Payment Events

Contractor shall have the right to issue invoices in the amounts noted above in Section 2 Deliverables and Charges of Exhibit E as provided in General Terms and Conditions Section 2 of the Contract. WSP shall pay invoices in accordance with Section 2 of the Contract not more often than monthly.

D. Contract Project Management**Contractor's Project Manager**

Contractor shall assign a Project Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and Contractor by WSP prior to his or her appointment as Project Manager. The approval process may include, at WSP's discretion, an interview with the proposed original or any replacement Project Manager. The Project Manager shall be responsible for acting as a liaison between the Contractor and the WSP Contract Project Manager.

Contractor represents and warrants that the Project Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Project Manager shall be able to make binding decisions pursuant to this Contract for the Contractor. The Project Manager or other substitute Project management personnel for Contractor shall be full time until Acceptance of all Project related Deliverables.

The Project Manager shall not be changed from the person proposed in the Proposal, except as provided in Section 5.5. If the Project Manager is removed or replaced, Contractor will promptly (but in no event more than ten (10) days) provide Notice to WSP, submit a resume, and obtain approval of the replacement Project Manager from WSP, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Project Manager within seven (7) Days of it being vacated and shall fill the position with a permanent fulltime replacement within 45 Days of the Project Manager's removal or departure.

Prior to the Effective Date, Contractor shall provide the WSP an organization chart of Contractor's Staff, including names of Key Personnel for the Project. Upon WSP request, Contractor shall also provide to WSP job descriptions for Key Personnel positions.

Except in the case of a leave of absence, sickness, death, or termination of employment, Key Personnel shall not be changed during the Project from the people who were described in the Proposal without the prior written approval of WSP until completion of their assigned tasks, as described in the Work Plan. Such changes to Key Personnel as permitted herein may be made pursuant to written letters that are approved by WSP.

During the term of the Contract, WSP reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Personnel assigned to this Contract, to approve or disapprove any proposed changes in Key Personnel, or to require the removal or reassignment of any Key Personnel or Subcontractor Staff found unacceptable by WSP subject to WSP's compliance with applicable laws. Upon WSP request, Contractor shall provide WSP with a resume of any member of its Key Personnel or a Subcontractor's Key Personnel assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.

All Staff proposed by Contractor as replacements for other Key Personnel shall have comparable or greater skills for performing the activities as performed by the Staff being replaced.

Model Draft Contract Exhibit E

Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that WSP does not assume liability for the actions of Contractor's Staff. Contractor agrees that it has no right to indemnification or contribution from WSP for any judgments rendered against Contractor, its Subcontractors or other Staff.

WSP's Contract Project Manager

The Bidder's primary point of contact in matters of contract performance and management shall be the WSP Contract Project Manager listed on the Contract face sheet. The WSP Contract Project Manager or his or her designee or successor will manage this Contract on behalf of WSP and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

E. Employment of State Personnel

Contractor shall not knowingly hire on a full time, part time, or other basis during the period of this Contract any managerial, professional or technical personnel of WSP that are or have been at any time during the term of this Contract in the employ of WSP, except regularly retired employees, without the written consent of WSP. Further, Contractor shall not knowingly engage on this Contract on a full time, part time, or other basis during the period of this Contract any retired employee who has not been retired for at least one (1) year, without the prior written consent of WSP.

F. Reference Checks

Due to the confidential nature of the information and materials which will be accessible to Contractor, WSP shall have the right to conduct reference checks on Contractor Staff to be used to provide the Services. WSP reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks or additional sources of information.

G. Work Plan

The Work Plan will initially be included in the Proposal. Contractor shall produce and provide to WSP an update to the Work Plan as a Deliverable with input from WSP within fourteen (14) days of the Effective Date. The Work Plan shall provide detailed information, including but not limited to tasks, deliverables, schedule, tasks and task dependencies, identification of resource requirements, and the payment schedule. The Work Plan shall be inclusive of the mutual expectations and work to be performed by WSP and Contractor in order to complete the Project successfully. In the event of failure of the parties to agree upon the update to the Work Plan and/or of WSP to give its Acceptance thereof within 30 Days of the effective date, WSP may invoke its right to immediately terminate this Contract, and, in WSP's discretion, pursue negotiations with an alternative contractor.

Contractor shall maintain the Work Plan. Contractor shall adhere to the Work Plan and its associated Schedule. The Schedule in the Work Plan shall not change as a result of time required by Contractor to correct deficiencies, unless otherwise agreed beforehand in writing by WSP. However, the schedule may, at WSP's discretion, be extended on a day-to-day basis to the extent that WSP's review of a service or deliverable and review of corrections of deficiencies in accordance with the acceptance process is longer than described in the schedule.

Contractor shall provide WSP with updates to the Work Plan monthly, as described in the RFP, and as otherwise necessary throughout the term of this Contract to accurately reflect the status of activities, tasks, events, services, deliverables and projected schedule(s) for such activities, tasks, events, services and deliverables. Contractor will present the updated Work Plan at a time

Model Draft Contract Exhibit E

agreed to by the parties in writing, and the updated Work Plan will highlight changes made from the prior Work Plan. Any such update changes must be agreed upon in writing by the WSP Contract Project Manager. Any Work Plan change requests shall not result in any increase costs to WSP. Any Work Plan change that would require an amendment to this Contract shall be approved by the WSP Chief or his or her designee in writing. The Work Plan progress updates shall allow adequate time, in WSP's reasonable judgment, for WSP to review and comment on the updates, as well as any new or modified deliverables, and revision or correction of deliverables by Contractor. However, unless otherwise specifically agreed to in writing by the WSP Chief or his or her designee in writing, WSP's agreement on a change to the Work Plan shall not relieve Contractor of liability for damages arising from such failures to perform its obligations as required herein. Contractor shall provide updated copies of its detailed Work Plans manner accessible and usable by WSP.

NONDISCLOSURE AGREEMENT

As an employee, agent or Subcontractor of _____, I acknowledge that some of the material and information that may come into my possession or knowledge in connection with Washington State Patrol Contract Number K16354 (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes (“Confidential Information”).

Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, email addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.

I agree to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the Washington State Patrol’s express written consent or as provided by law. I agree to release such information or material only to employees or Subcontractors who have signed a Nondisclosure Agreement substantially the same as this Nondisclosure Agreement. I also agree to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this Contract, my employment with the Contractor, or the contractual relationship with the Contractor if I am a subcontractor, I shall surrender any and all Confidential Information in my possession to the Contractor for its disposition according to the terms of the Contract.

I understand that I am subject to all applicable state and federal laws, rules, and regulations, including RCW 10.97, violation of which may result in criminal prosecution.

Signature of Employee or Subcontractor

Printed Name and Title

Date



If Contractor visits any WSP location for the purpose of this Contract, the Contractor shall sign the below Certification prior to visit:

**CONTRACTOR CERTIFICATION OF COMPLIANCE
WITH COVID-19 SAFETY REQUIREMENTS**

DATE	
CONTRACTOR	
CONTRACT #	K16354

By signing below, the individual signing this certification has been granted the authority to do so and by their signature affirms the Contractor, and its subcontractors of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to Washington State Patrol projects.

Contractor Name	
Printed Name and Title	
Date	
Authorized Signature	

10 RESOURCES

10.1 Register for competitive RFP notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.

10.2 If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.

10.3 Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or [OMWBE](#).

10.4 Contact the Washington State Department of Veterans' Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](#).

10.5 Contact the Washington Procurement Technical Assistance Center (PTAC) who has eight (8) centers across Washington State assisting small businesses with marketing to the government, solicitations, and other areas relating to the government. PTAC is dedicated to helping businesses navigate government contracting. Contact <https://washingtonptac.org/> to locate your local counselor if you have any questions PTAC can advise you on how to properly.