

**Competitive Solicitation – No. 01620**

**Business Consulting Services
for
Organizational Development
Change Management
&
Management and Business Analysis**

**Introduction**

The Washington State Department of Enterprise Services (Enterprise Services) is issuing this Competitive Solicitation pursuant to RCW chapter 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement to establish and award statewide Master Contracts for eligible purchasers to purchase Organizational Development, Change Management, and Management and Business Analysis Services (“Business Consulting Services”).

This Competitive Solicitation is divided into six (6) sections:

* [Section 1](#Section_1) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services’ Procurement Coordinator.
* [Section 2](#Section_2) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement and Master Contracts, the form of the resulting Master Contract, and potential contract sales.
* [Section 3](#Section_4) identifies how Enterprise Services will evaluate the bids.
* [Section 4](#Section_3) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
* [Section 5](#_Section_5_–Complaint,) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
* [Section 6](#_Section_6_–Doing) provides information pertaining to doing business with the State of Washington.

In addition, this Competitive Solicitation includes the following Exhibits:

* *Exhibit A – Required Bidder Information*: These exhibits identify information that bidders must provide to Enterprise Services to constitute a responsive bid. *See* Section 4, below.
	+ *Exhibit A-1 – Bidder’s Certification*
	+ *Exhibit A-2 – Bidder’s Profile*
	+ *Exhibit A-3 - Responsible Bidder (Competencies). Note: This exhibit requires signatures in two places, one or more under Attestation, and one under Certification.*
* *Exhibit B – Performance Requirements*: This exhibit outlines the required specifications/qualifications for the Business Consulting Services that are the subject of this Competitive Solicitation.
* *Exhibit C-1 – Bid Evaluation Criteria and Instructions*: This exhibit provides the pricing and evaluation information and instructions that bidders will use to complete Exhibit C-2 – Bid Response Sheet.
* *Exhibit C-2 – Bidder Response Sheet*: This exhibit provides the pricing and evaluation information that bidders will complete as part of their bid and the price evaluation tool that evaluators of the bids will use to evaluate and compare bids.
* *Exhibit D – Master Contract*: This exhibit is a draft of the Master Contract that any successful bidder will execute with Enterprise Services.

# Section 1 – Deadlines, Questions, Procurement Coordinator, and Modification

This section identifies important deadlines for this Competitive Solicitation and where to direct questions regarding the Competitive Solicitation.

1. **Competitive Solicitation Deadlines**. The following table identifies important dates for this Competitive Solicitation:

| **Competitive Solicitation Deadlines** |
| --- |
| **Item** | **Date** |
| Competitive Solicitation Posting Date: | December 10, 2020 |
|  | December 17, 2020 at 2:35pm (Pacific Time)Join Zoom Meeting<https://des-wa.zoom.us/j/97283596476?pwd=Rk1vQ3BQa0U3ZUVUQkNHZTNuRHVIUT09>Meeting ID: 972 8359 6476Password: 039380Other ways to connectDial by your location:        877 853 5247 US Toll-free        888 788 0099 US Toll-freeFind your local number: <https://des-wa.zoom.us/u/acQEgtBeHj> |
| Question & Answer Period: | December 17, 2020 – January 10, 2021 |
| Deadline for submitting Bids: | January 24, 2021 at 11:59pm (Pacific Time) |
| Anticipated Announcement of Apparent Successful Bidder(s): | February 17, 2021 |
| Anticipated Award of Master Contract(s): | March 4, 2021 |

1. **Competitive Solicitation Questions**. Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

|  |
| --- |
| **Procurement Coordinator** |
| Name: | Clayton Long |
| Telephone: | 360-407-8508 |
| Email: | DESContractsTeamCedar@des.wa.gov |

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).

1. **Complaints, Debriefs, & Protests**. The Competitive Solicitation (and award of any Master Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
2. **Competitive Solicitation – Amendment & Modification**. Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only bidders who have properly registered and downloaded the original Competitive Solicitation directly via WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Master Contract. Visit [WEBS](https://fortress.wa.gov/ga/webs) to register.

# Section 2 – Information About the Procurement

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

1. **Purpose of the Procurement – Award Master Contracts**. The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award statewide Master Contracts for Business Consulting Services. In awarding Master Contracts, DES intends to award eight (8) Master Contracts per category. Further, Enterprise Services intends to award up to four (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders, then four additional (4) awards to the highest scored, responsive, responsible Bidders.
	1. **Master Contracts**. Enterprise Services has statewide responsibility to develop ‘master contracts’ for goods and services. A Master Contract is a contract for specific goods and/or services that is competitively solicited and established by Enterprise Services, on behalf of the State of Washington, for use by statutorily specified eligible purchasers (see below). Typically, such purchasers use our Master Contracts through a purchase order, work order, or similar document. The Master Contract is designed to function as a ‘procurement bridge’ between innovative vendors who have bid and won a competitive solicitation to supply goods/services and eligible purchasers who wish to purchase such goods/services pursuant to pre-determined, clear, consistent, easy to use, value-added Master Contracts. In short, the Master Contract will establish precisely what goods/services may be purchased, the relevant performance requirements for such goods/services as well as the vendor’s contractual performance, and the applicable price for such goods/services. Purchaser-specific purchase orders will specify, for example, the particular volume of goods/services, the Purchaser’s delivery location, etc.
	2. **Master Contract Users – Eligible Purchasers**. Any resulting Master Contract from this Competitive Solicitation will be available for use by the following entities, each of whom is an eligible purchaser (“Purchasers”):
		* Washington State Agencies. All Washington State agencies, departments, offices, divisions, boards, and commissions.
		* Washington State Institutions of Higher Education (colleges). Any of the following specific institutions of higher education in Washington:
			+ State universities – i.e., University of Washington & Washington State University;
			+ Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
			+ Evergreen State College;
			+ Community colleges; and
			+ Technical colleges.
		* MCUA Parties. Any resulting Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
			+ Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
			+ Federal governmental agencies or entities;
			+ Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
			+ Federally-recognized Indian Tribes located in the State of Washington.

Enterprise Services maintains a list of eligible MCUA parties on the [MCUA Listing website](https://apps.des.wa.gov/DESContracts/Home/MCUAListing).

While Master Contract usage is optional for Purchasers other than Washington State agencies, these entities can increase Master Contract use significantly. All Purchasers are subject to the same contract terms, conditions, and pricing as Washington State agencies.

1. **Master Contract**. The form of the Master Contract that will be awarded as a result of this Competitive Solicitation is attached as *Exhibit D – Master Contract*.
2. **Contract Term**. As set forth in the attached Master Contract for this Competitive Solicitation, the contract term is seventy-two (72) months. Bidders are to specify prices for the contract term. The Master Contract is subject to earlier termination.
3. **Estimated Sales**. Historically, for prior master contracts, annual total sales, for all categories and by all eligible purchasers, were approximately $3,000,000 per year. From past experience, it is estimated that 40% of sales will be in Organization Development, 40% in Change Management, and 20% in Management and Business Analysis. Total potential or estimated contract sales for this Competitive Solicitation are not known. As stated in this Competitive Solicitation, however, the resulting Master Contract will be available for use by all eligible Purchasers. Such Purchasers will decide whether the Master Contract meets their needs and whether they use the Master Contract. Although Enterprise Services does not represent or guarantee any minimum purchase from the Master Contract, prior purchases under similar contracts are set forth in the following charts:

**Organizational Development**





**Management Analysis**





**Business Analysis**




1. **Washington State Procurement Priorities & Preferences**. Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, is set forth in Section 3.5, will impact the evaluation of bids for this Competitive Solicitation:
	* Executive Order 18-03 – Workers’ Rights (Mandatory employee arbitration & class action waivers).
	* Washington Small Business.
	* Veteran-Owned Business.

# Section 3 – Bid Evaluation

This section identifies how Enterprise Service will evaluate bids for this Competitive Solicitation.

1. **Overview**. Enterprise Services will evaluate bids for this Competitive Solicitation as described below.
* Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
* Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
* Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Request clarification of any bid; (5) Cancel the Competitive Solicitation and re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
* Enterprise Services will use the following process and evaluation criteria for an award of a Master Contract:

| Step | Item | Points |
| --- | --- | --- |
| 1 | Responsiveness | Pass/Fail |
| 2 | Performance Requirements Evaluation*Exhibit B – Performance Requirements* | Pass/Fail |
| 3A | Bid Evaluation*Exhibit C-2 – Bidder Response Sheet* |
| *Bidder’s Organization**Experience**Quality Assurance**Qualifications Essay**Commitment to Diversity, Equity, & Inclusion (DEI)**Not to Exceed Rate (NTE)* | 150200150200150150 |
| Sub-total: | 1,000 |
| 3B | State Procurement Priorities |
| Washington Small Business | 70 (if either) or100 (if both) |
| Veteran-Owned Business |
| Executive Order 18-03 | 50 |
| Grand Total: | 1,150 |
| 4 | Responsible Bidder |
| Responsibility Analysis*Exhibit A-3 - Responsible Bidder (Competencies)**Note: This exhibit requires signatures in two places, one or more under Attestation, and one under Certification.*  | Pass/Fail |

1. **Responsiveness (Step 1)**. Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders. Responsive bids will be evaluated as set forth herein.
2. **Performance Requirements Evaluation (Step 2)**. Enterprise Services will evaluate each bid to ensure that each bidder’s product(s) or service(s) meet the performance requirements set forth in *Exhibit B – Performance Requirements*. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A bidder’s failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.
3. **Bid Evaluation Criteria (Step 3A)**. Enterprise Services will evaluate bids – to identify the best evaluation total – by reviewing and comparing the submitted bids as provided in *Exhibit C-2 – Bidder Response Sheet*.

**Scoring**. The following evaluation elements and points will be assigned to the Bidder’s proposal for evaluation purposes:

|  |  |
| --- | --- |
| Section | Possible Points |
| Bidder’s Organization | 150 |
| Experience | 200 |
| Quality Assurance | 150 |
| Qualifications Essay | 200 |
| Commitment to Diversity, Equity & Inclusion (DEI) | 150 |
| Not to Exceed Rates (NTE) | 150 |
| **Total Possible Points** | 1,000 |

1. **Washington State Procurement Priorities & Preferences (Step 3B).** Enterprise Services will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation
	* Procurement Preference for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – *Supporting Workers’ Rights to Effectively Address Workplace Violations*](https://www.governor.wa.gov/sites/default/files/exe_order/18-03%20-%20Workers%20Rights%20%28tmp%29.pdf?=32717) (dated June 12, 2018), Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 50 points to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, 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.
	* Washington Small Businesses. In furtherance of Washington’s business inclusion goals Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 70 points to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, and documents its status as a ‘Washington small business’ as defined in RCW 39.26.010. A Washington small business is 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: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years. If certifying as a Veteran-Owned Business also, a maximum of 100 points will be awarded for both Small Business and Veteran-Owned Business.
	* Veteran-Owned Businesses. In furtherance of Washington’s business inclusion goals, Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 70 points to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, its status as a 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). If certifying as a Washington Small Business also, a maximum of 100 points will be awarded for both Veteran-Owned Business and Washington Small Business.
2. **Responsibility Analysis (Step 4)**. For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any bidder. Enterprise Services will determine responsibility on a pass/fail basis. In determining responsibility, Enterprise Services will consider the following statutory elements:
	* Must meet the requirements in *Exhibit A-3 – Responsible Bidder (Competencies)* concerning Diversity, Equity, and Inclusion (DEI). *Note: This exhibit requires signatures in two places, one or more under Attestation, and one under Certification.* Information on DEI located at: [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb) and the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”.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 a Master Contract.

*See* RCW 39.26.160(2)(a)-(f). In addition, Enterprise Services may consider the following:

* Financial Information: Enterprise Services 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 bid being rejected as non-responsive.
* References: Enterprise Services 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.
1. **Announcement of Apparent Successful Bidders**. Enterprise Services will determine the Apparent Successful Bidders (“ASBs”). The ASBs will be the responsive and responsible bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in *Exhibit C-1 – Bid Evaluation Criteria and Instructions*, and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.
* Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
* Upon announcement of the ASBs, bidders may request a debrief conference as specified in Section 5.
1. **Award of Master Contract(s)**. Subject to protests, if any, Enterprise Services and the ASBs will enter into Master Contracts as set forth in *Exhibit D – Master Contract*. An award is made and a contract formed by signature of Enterprise Services and awarded bidder on the Master Contract. Following the award of the Master Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.
2. **Bid Information Availability**. Upon Enterprise Services’ announcement of ASBs, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. *See* RCW 39.26.030(2). Upon Enterprise Services’ announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services’ website. In addition, Enterprise Services intends to post all winning Bid submissions to its contract portal webpage.
3. **Additional Awards**. Enterprise Services reserves the right, during the resulting Master Contract term, to make additional Master Contract awards to responsive, responsible bidders who provided a bid but who are not awarded a Master Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

# Section 4 – How to Prepare and Submit a Bid for this Competitive Solicitation

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

1. **Pre-Bid Conference**. Enterprise Services will host a Competitive Solicitation pre-bid conference at the time and location indicated in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.
2. **Bidder Communications Regarding this Competitive Solicitation**. During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. *See* Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.
* Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If a bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the bidder for protest purposes.
* If bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
* Unauthorized contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in bidder disqualification.
1. **Pricing**. Bid prices must include all cost components needed for the delivery of the services as described in this Competitive Solicitation. *See* *Exhibit C-1 – Bid Evaluation Criteria and Instructions*. A bidder’s failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.
* Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total price for the services shall be bidder’s price as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.
* Credit Cards (P-Cards): In the event that bidder is awarded a Master Contract, the total price for the services shall be the same regardless of whether Purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
* Travel: Travel will only be paid at the behest/discretion of the Purchaser for work performed for and at the Not to Exceed Rate set forth in *Exhibit B – Prices for Services*. Per diem, accommodations, and other related items will only be paid at the behest/discretion of the Purchaser; *Provided*, however, that such costs must be agreed to in writing in advance, consistent with this Master Contract, and in accordance with the [Washington Office of Financial Management’s State Administrative & Accounting Manual (SAAM), Chapter 10](https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm).
* Vendor Management Fee: The resulting Master Contract from this Competitive Solicitation will include a Vendor Management Fee as specified in the Master Contract attached as *Exhibit D – Master Contract*.
1. **Bid Submittal Checklist – Required Bid Submittals**. This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify any supplemental materials with the bidder’s name.
* Exhibit A-1 – Bidder’s Certification
This document is the Bidder’s Certification.
Complete the certification, attach it to the bid along with any exceptions or required explanations, and submit it to Enterprise Services.
Note: the Certification must be complete. Where there are choices, Bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.
* Exhibit A-2 – Bidder’s Profile
This document is required bidder information for Enterprise Services’ contract administration purposes.
Complete as instructed and submit with the bid to Enterprise Services.
* Exhibit A-3 – Responsible Bidder (Competencies)
This document is required bidder information for Enterprise Services’ contract administration purposes.
Complete as instructed and submit with the bid to Enterprise Services.

*Note: This exhibit requires signatures in two places, one or more under Attestation, and one under Certification.*

* Exhibit C-2 – Bidder Response Sheet
Bidder will need to complete the price response sheet templates as instructed in *Exhibit C-1 – Bid Evaluation Criteria and Instructions*.
1. **Bid Format**. Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word.
2. **Submitting Bids**. Your electronic bid must be emailed to DESContractsTeamCedar@des.wa.gov. Enterprise Services’ email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

# Section 5 – Complaint, Debrief, & Protest Requirements

This section details the applicable requirements for complaints, debriefs, and protests.

1. **Complaints**. This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
	1. Criteria for Complaint. A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
	2. Initiating A Complaint. A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
	3. Response. When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
	4. Response is Final. The Procurement Coordinator’s response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.
2. **Debrief Conferences**. A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder’s bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the bidder’s email address provided in the Bidder’s Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder’s request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.
	1. Timing. A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
	2. Purpose of Debrief Conference. Any bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss its bid and evaluation.
	3. Requesting a Debrief Conference. The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or by telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. 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 procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.
3. **Protests**. Following a Debrief Conference, a bidder may protest the award of a Master Contract.
	1. Criteria for a Protest. A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
	2. Initiating a Protest. Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting bidder’s Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
	3. Protest Response. After reviewing the protest and available facts, Enterprise Services’ Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
	4. Decision is Final. The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services’ protest response, the bidder may seek relief in Thurston County Superior Court.
4. **Communication During Complaints, Debriefs, and Protests**. With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.
	1. Form, Substance, & Other. All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state “Complaint,” “Debrief” or “Protest” in any subject line of any correspondence or email, and (f) Be sent to the address identified below.
	2. Complaints & Protests. All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.
5. **How to Contact Enterprise Services**.
	1. To Submit a Complaint. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Complaint” in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

* 1. To Request a Debrief Conference. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Debrief” in the subject line of the email message.
	2. To Submit A Protest. Send an email message to the Protest Officer at the following email address: DESDLProcurementProtest@des.wa.gov. The email message must include “Protest” in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

# Section 6 – Doing Business with the State of Washington

This section provides additional information regarding doing business with the State of Washington.

1. **Washington’s Public Records Act – Public Records Disclosure Requests**.
	* All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure ***if*** requested. *See* RCW chapter 42.56, Public Records Act. Enterprise Services strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that you might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).
		+ If, in your judgment, there is an applicable statutory exemption from disclosure for certain portions of your bid, please mark the precise portion(s) of the relevant page(s) of your bid that you believe are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
		+ In addition, if, in your judgment, certain portions of your bid are not statutorily exempt from disclosure but are sensitive because these particular portions of your bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that your firm protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of your bid that include such sensitive information.
	* In the event that Enterprise Services receives a public records disclosure request pertaining to information that you have submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:
		+ Enterprise Services’ Public Records Officer will review any records marked as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.
		+ For documents marked ‘sensitive’ or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the bidder at the address provided in the bid submittal of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the bidder, at bidder’s sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder’s failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.
2. **Economic Goals**. In support of the state’s economic goals, bidders are encouraged to consider the following in responding to this Competitive Solicitation:
	* Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established the following voluntary numerical goals for this Competitive Solicitation:
		+ Ten (10) percent minority-owned businesses (MBE);
		+ Six (6) percent women-owned businesses (WBE);
		+ Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women’s Business Enterprises](http://www.omwbe.wa.gov/) for information on certified firmsor 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.
1. **Polychlorinated Biphenyls (PCBs) Notice**. Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBS and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.
2. **Resources**.
	* Register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx). Note: There is no cost to register on WEBS.
	* If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
	* 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](http://www.omwbe.wa.gov/).
	* Contact the Washington State Department of Veterans’ Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](http://www.dva.wa.gov/).
	* Contact Enterprise Services about small and diverse business inclusion.

**Exhibit Listing**

**Exhibit A-1 – Bidder’s Certification**

**Exhibit A-2 – Bidder’s Profile**

**Exhibit A-3 – Responsible Bidder (Competencies)**

**Exhibit B – Performance Requirements**

**Exhibit C-1 – Bid Evaluation Criteria and Instructions**

**Exhibit C-2 – Bidder Response Sheet**

**Exhibit D – Master Contract**



**Exhibit A-1 – Bidder’s Certification**

|  |  |
| --- | --- |
| Competitive Solicitation: | No. 01620 – Business Consulting Services |
| Bidder: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Type/print full legal name of Bidder |
| Bidder’s Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Type/print Bidder’s Address |
| Bidder Organization Type:Check appropriate box | Corporation: | * Domestic
 | * Foreign
 |
| Limited Liability Company (LLC): | * Domestic
 | * Foreign
 |
| Partnership: | * Domestic
 | * Foreign
 |
| Sole Proprietorship: |  |
| State of Formation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington) |

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. Understanding. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Master Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. Accuracy. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Master Contract.
3. No Collusion or Anti-Competitive Practices. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Master Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. Firm Offer. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder’s bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. Conflict of Interest. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Master Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
6. No Reimbursement. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. Performance. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder’s Certification certifies bidder’s willingness to comply with the Master Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Master Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. Insurance. Bidder certifies as follows (must check one):
* *Bidder Has Required Insurance*. Bidder has attached a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract (note: Bidder must attach the Insurance Certificate).

or

* *Bidder Will Obtain Required Insurance*. Bidder does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

or

* *Bidder Does Not have Required Insurance*. As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.
1. Debarment. Bidder certifies as follows (must check one):
* *No Debarment*. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

or

* *Debarred*. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
1. Criminal Offense. Bidder certifies as follows (must check one):
* *No Criminal Offense*. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

or

* *Criminal Offense*. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
1. Wage Theft Prevention. Bidder certifies as follows (must check one):
* *No Wage Violations*. Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48.082), any provision of RCW chapters [49.46](http://app.leg.wa.gov/RCW/default.aspx?cite=49.46), [49.48](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48), or [49.52](http://app.leg.wa.gov/RCW/default.aspx?cite=49.52) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

or

* *Violations of Wage Laws*. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48.082), a provision of RCW chapters [49.46](http://app.leg.wa.gov/RCW/default.aspx?cite=49.46), [49.48](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48), or [49.52](http://app.leg.wa.gov/RCW/default.aspx?cite=49.52) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.
1. Pay Equality. Bidder certifies as follows (must check one):
* *Pay Equality for Similarly Employed Workers*. Bidder’s similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

or

* *No Pay Equality for Similarly Employed Workers*. Bidder’s similarly employed individuals are NOT compensated as equals.
1. Workers’ Rights (Executive Order 18-03). Bidder certifies as follows (must check one):
* *No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees*. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

or

* *Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees*. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
1. Termination for Default or Cause. Bidder certifies as follows (must check one):
* *No Termination for Default or Cause*. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

or

* *Termination for Default or Cause*. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.
1. Taxes. Bidder certifies as follows (must check one):
* *Taxes Paid*. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

or

* *Delinquent Taxes*. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.
1. Lawful Registration. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):
* *Current Lawful Registration*. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

or

* *Delinquent Registration*. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.
1. Subcontractors. Bidder certifies as follows (must check one):
* *No Subcontractors*. If awarded a Master Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

or

* *Subcontractors*. As detailed on the attached explanation (Bidder to provide), If awarded a Master Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to the State, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor’s acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, provide only the last four (4) digits.
1. Washington Small Business. Bidder certifies as follows (must check one):
* *Washington Small Business*. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, bidder must meet the following three (3) requirements:
	+ Bidder’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
	+ Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).
	+ Bidder must have certified its small business status in [WEBS](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx).

or

* *Not Washington Small Business*. Bidder is not a Washington Small Business as defined in RCW 39.26.010.
1. Veteran-Owned Business. Bidder certifies as follows (must check one):
* *Veteran-Owned Business*. Bidder is a 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).

or

* *Not Veteran-Owned Business*. Bidder is not a certified Veteran-Owned business under RCW 43.60A.190.
1. References. Bidder certifies that the references provided to Enterprise Services have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Enterprise Services. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Master Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

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

|  |
| --- |
| Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name of Bidder – Print full legal entity name of the firm submitting the Bid |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Bidder’s authorized personTitle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title of person signing certificateDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name of person making certifications for BidderPlace: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print city and state where signed |

Return this Bidder’s Certification to Procurement Coordinator at:
DESContractsTeamCedar@des.wa.gov



**Exhibit A-2 – Bidder’s Profile**

|  |  |
| --- | --- |
| Competitive Solicitation No.: | 01620 – Business Consulting Services |
| Bidder: |  |

|  |
| --- |
| **Bidder Information** |
| Legal name and address of Bidder:Note: This must match information from Business License | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Business Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City, State, Zip Code |
| Washington State Department of Revenue Registration Number:Note: This is the Unified Business Identifier (UBI) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Federal Tax ID No. (TIN):Note: If your TIN is a Social Security number, provide only the last four digits. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)? | Yes [ ]  No [ ] If yes, provide MWBE certification no. \_\_\_\_\_\_\_\_ |
| Is your firm a self-certified Washington State small business?Note: See definitions of ‘microbusiness,’ ‘minibusiness,’ and ‘small business,” set forth in RCW 39.26.010. | Yes [ ]  No [ ] If yes, what is your business size? Small [ ]  Mini [ ]  Micro [ ]  |
| Is your firm certified as Veteran Owned with the Washington State Department of Veteran Affairs? | Yes [ ]  No [ ] If yes, provide WSDVA certification no. \_\_\_\_\_\_\_\_\_\_. |

|  |
| --- |
| **Contract Management Points of Contact** |
| Authorized RepresentativeName:      Email:      Phone:       | Contract AdministratorName:      Email:      Phone:       |
| Sales Reporting RepresentativeName:      Email:      Phone:       | Sales Reporting AlternateName:      Email :      Phone:       |
| Management Fee RepresentativeName:      Email:      Phone:       | Management Fee Contact AlternateName:      Email:      Phone:       |
| Address for Enterprise Services to send management fee invoices:Company name:      Attn:      Address:      City/State/Zip:       |

|  |
| --- |
| **Ordering/Sales Points of Contact (expand as necessary)** |
| **Name** | **Phone Number** | **E-mail** | **Area of Responsibility** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**References**

Provide a minimum of two (2) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation. Additional references may be required if Bidder intends to submit a bid for more than one category. See instructions in *Exhibit C-1 – Bid Evaluation Criteria*, Item No. 2 Experience.

|  |
| --- |
| **Reference 1 – Organizational Development, if applicable** |
| Company Name:Contact & Title:Phone:Email: |                      |
| **Reference 2 – Organizational Development, if applicable** |
| Company Name:Contact & Title:Phone:Email: |                      |
| --------------------------------------------- | ------------------------------------------------------------------------------------- |
| **Reference 1 – Change Management, if applicable** |
| Company Name:Contact & Title:Phone:Email: |                      |
| **Reference 2 – Change Management, if applicable** |
| Company Name:Contact & Title:Phone:Email: |                      |
| --------------------------------------------- | ------------------------------------------------------------------------------------- |
| **Reference 1 – Management and Business Analysis, if applicable** |
| Company Name:Contact & Title:Phone:Email: |                      |
| **Reference 2 – Management and Business Analysis, if applicable** |
| Company Name:Contact & Title:Phone:Email: |                      |

**Purchase Cards (i.e., credit cards**)

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

[ ]  Visa [ ]  Master Card [ ]  American Express [ ]  Discover [ ]  Other:

Return this Bidder’s Profile to Procurement Coordinator at:
DESContractsTeamCedar@des.wa.gov



**Exhibit A-3 - Responsible Bidder (Competencies)**

|  |  |
| --- | --- |
| Competitive Solicitation: | No. 01620 – Business Consulting Services |

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

Diversity, Equity, and Inclusion (DEI) is important to Washington State must be present in the fabric of the work we do in all areas. For professional services, where outside entities are coming into and directing the work of our civil servants, it is essential that they align with these values. As a requirement for responsibility, your firm must attest to the state’s values and culture. This will become part of any resultant contract and Bidder will be required to meet or exceed the commitments listed herein.

**Attestation**

[ ]  I and the named leader(s) below have read and understand the [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb) and the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”. The named leader(s) below have the authority to, and shall ensure, that Bidder, Bidder’s employees, and Bidder’s subcontractors will follow the base expectation for values and culture established by Washington State. As Washington State continues to listen to our state family, this leader will enhance diversity, equity, and inclusion within this organization. I will notify Enterprise Services within 30 days if these named leader(s) need to be changed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title Signature Date

**Certification**

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

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

|  |
| --- |
| Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name of Bidder – Print full legal entity name of the firm submitting the Bid |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Bidder’s authorized personTitle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title of person signing certificateDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name of person making certifications for BidderPlace: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print city and state where signed |

Return this Bidder’s Certification to Procurement Coordinator at:
DESContractsTeamCedar@des.wa.gov

**Exhibit B – Performance Requirements**

**01620 – Business Consulting Services**

**MINIMUM QUALIFICATIONS**

Bidder must meet the following mandatory minimum qualifications:

* The principal of the company must have at least a bachelor’s degree in business, management and leadership, organizational leadership, business law, project management, executive coaching, change management, business analysis, or related field. Proof of education must be provided prior to contract award. Education requirements must be maintained throughout the term of the contract.
* The Bidder must have at least 5 years of experience in each of the categories they are bidding on, Organizational Development, Change Management, or Management and Business Analysis as described in the Contract Description and Scope listed below.

**Contract Description and Scope**

1. **Organizational Development** is a category devoted to improving the functioning of an organization’s employees, work units, culture, management and business systems, processes, and structure. Bidder agrees to offer all of the disciplines below for this category and as further defined in Purchaser’s scope of work.

*Organizational Development involves one or more of the following:*

**Executive Coaching** is a professional relationship between a trained coach and a client (who may be an individual or a group) with the goal to enhance the client's leadership or management performance and development. Executive coaches assist top executives, managers, and other identified leaders to perform, learn, stay healthy and balanced, and effectively guide their teams to successfully reach desired goals and exceed individual and corporate expectations. Such coaching enables leaders to unlock and unleash their full-potential so they bring greater value and abundance to the people and entities they serve. Executive coaches facilitate solutions through interactive dialog with the client, and use discoveries to compile data, provide feedback to management, identify development opportunities, build awareness, set goals and create strategy plans, facilitate learning, support and encourage leaders over the long term, and monitor and assess progress.

*Concerning Diversity, Equity, and Inclusion, shall assist agencies and institutions in the following:*

* + - Assisting in developing priorities, goals, and strategies for creating a diverse, inclusive, and culturally competent workforce;
		- Establishing both internal and external committees to advise state government on workforce diversity policy and strategy, including convening cross agency/institution work groups to develop and coordinate enterprise-wide diversity and inclusion initiatives;
		- Establishing streamlined agency, institution, and statewide workforce diversity reporting requirements;
		- Reviewing, evaluating, and implementing agency and institution workforce diversity plans, policies, and strategies
		- Developing and delivering annual reports to the Governor on the state’s progress towards creating a diverse, inclusive, and culturally competent workforce.

**Team Development Coaching** is a process of developing teams to be effective change agents for their organization. The purpose of team building is to increase trust, improve communication, increase collaboration, and increase or maintain motivation. Effective team development motivates people to work together, develop their strengths, and address any weaknesses. Team building exercises and encourage collaboration rather than competition. Team Development Coaches create a safe environment to learn by encouraging cooperation, teamwork, interdependence, and by building trust among team members. Team Development Coaches lead teams through accepted team development techniques, to include five stages of Team Development: Forming, Storming, Norming, Performing, and Adjourning.

**Coaching Workshops** ensure sustained learning and application of skills over a wide variety of situations. These workshops support learners, clients and teams in achieving a specific goals by providing training and guidance. Coaching workshops focus on specific tasks or objectives as required by the client, as opposed to more general goals or overall development. Workshops increase the level of knowledge regarding a specific subject while also increasing effectiveness in the team or organization, and provide interactive training that transforms learners through the experience, equipping them to continue making progress when they return to work.

1. **Change Management** is a systematic approach to dealing with the transition or transformation of an organization's goals, processes or technologies. The purpose of change management is to implement strategies for effecting change, controlling change, and helping people to adapt to change. Change management includes:
	1. All approaches to prepare, support, and help individuals, teams, and organizations make organizational change. The most common change drivers include: technological and cultural evolution, process reviews, crisis management, consumer habit changes, pressure from new business entrants, acquisitions, mergers, and organizational restructuring.
	2. Preparing, supporting, and helping individuals, teams, and organizations in accomplishing organizational change.
	3. Includes methods that redirect or redefine the use of resources, business process, budget allocations, or other modes of operation that significantly change a company or organization. It deals with many different disciplines, from behavioral and social sciences to information technology and business solutions.
	4. Considering the full organization and what needs to change, while change management solely refers to how people and teams are affected by organizational transitions.
	5. Coaches to lead organizations through change and utilize accepted change management practices to include at a minimum the 16 principles of change management that may include:
		* 1. diagnosing the problem
			2. lead with culture
			3. start at the top
			4. involve every layer
			5. coalition building
			6. provide clear instructions
			7. transparent communication
			8. training
			9. questions and concerns
			10. formal and informal solutions
			11. accountability
			12. appreciation
			13. ongoing support
			14. evaluation
			15. assessment
			16. utilize technology
	6. Practices including knowledge, skills, and awareness for building work environments grounded in diversity, equity, inclusion, and respect where people thrive, missions are accomplished, and the public is served. Bidder agrees to offer all of the disciplines included for this category and as further defined in Purchaser’s scope of work.

**Strategic Planning** is a process by which organizations analyze, document, and setting realistic goals and objectives. Strategic planning coaches assist entities to define their strategy or direction, and make resource allocation decisions that support such strategy. Strategic planning coaches utilize accepted planning strategies, to include the five stages: goal-setting, analysis, strategy formation, and strategy monitoring / implementation.

**Process Improvement** is the proactive task of identifying, analyzing, and improving upon existing business processes, which enables organizations to continuously improve upon existing business processes to optimize production, quality standards, or any other identified goal, such as cutting cost or lowering length of time to complete a process. Process Improvement is an ongoing practice, to be followed up with the analysis of tangible areas of improvement by employing benchmarking techniques. Process improvement coaches utilize generally accepted process improvement techniques to include, at a minimum: map the process, analyze the process, redesign the process, acquire resources, implement and communicate change, review the process, and readjust where required**.** In general the process improvement process supports needed changes that have been identified through the management and business analysis process.

1. **Management and Business Analysis** is a disciplined approach to identify and define solutions that will maximize the value delivered by an organization to its stakeholders, with an emphasis on financial analysis. The Business Analyst is an agent of change. Business analysis is used to identify and articulate the need for change in how organizations work, and to facilitate that change. Business analysts work across all levels of an organization and may be involved in defining strategy, creating the enterprise architecture, and taking a leadership role by defining the goals and requirements for programs and projects or supporting continuous improvement in its technology and processes. Business analysis seeks to improve an organization’s business and operations at an executive level, and maximize revenue and efficiency. Analysts interact with executives, employees, vendors and clients to determine the strengths and weaknesses of an entity, then provide decision-makers with suggestions to improve their entity. Business Analysts utilize accepted analysis practices, to include the Business Analysis Body of Knowledge(BABOK Guide).  Bidder agrees to offer all of the disciplines below for this category and as further defined in Purchaser’s scope of work.

*Management and Business Analysis involves one or more of the following:*

**Services to assist management** with operation or management of the agency, unit or division of the agency (when related primarily to the business processes of the agency, not to human resource issues).

**Services that impact agency policy**, regulatory, and business issues or that have broad agency or statewide policy implications. Services that result in operational or managerial recommendations (related primarily to business and policy issues), management reports and studies, including those requested by the Legislature, and feasibility studies with significant policy impact. Services for needs assessment and business process re-engineering related to the agency’s business and policy responsibilities.

**Services for program development,** implementation and coordination; program evaluation and/or external quality review; services for project management and quality assurance services (exclusive of information technology projects).

**Stakeholder Analysis** to determine who the sponsor and [key business stakeholders](http://www.bridging-the-gap.com/do-you-have-the-key-business-stakeholders-involved-in-your-project/) for a project will be and anyone else who needs to be involved, the [multiple perspectives to be included in](http://www.bridging-the-gap.com/whos-perception-of-value-do-we-care-about/) the requirements, and discover anyone else who needs to be involved.

**Maintain requirements** [issues list](http://www.bridging-the-gap.com/the-issues-list/)s, contribute to the project implementation plan, and provide regular status updates. Create [meeting agendas](http://www.bridging-the-gap.com/how-to-create-quick-and-effective-meeting-agendas/), type [meeting notes](http://www.bridging-the-gap.com/take-meeting-notes/) to capture the results of discussions. [Manage change requests](http://www.bridging-the-gap.com/how-to-manage-change-requests/) as required.

**Change Management** to include updating business procedures, checklists, work aids, or new training materials.

**Assist entities in meeting objectives and goals.**  Understand how work is conducted, through analysis and determine solutions to issues.  Solutions could include training, process changes, and modifications to business rules, modifications to or implementation of new technology, or a combination of all four.

**Additional Requirements for all Categories**

**Whether work is conducted by an internal or an external consultant/coach, the following guiding principles apply:**

1. Apply a holistic and systemic approach to improve performance through root cause analysis.
2. Focus on qualitative and quantitative data (using approaches such as assessments, surveys, one-on-one interviews, focus groups, observations, existing documents, metrics, archives, etc.)
3. Maintain objectivity and the highest levels of integrity.
4. Balance the diverse needs, perspectives, and opinions of the people involved.
5. Create a safe learning environment based on mutual respect and trust.
6. Consult with project sponsors and key stakeholders to design and implement organizational effectiveness solutions in such a way that the organization owns the process and the results.
7. Establishing psychological safety within organizations – Workplace safety is important for a healthy workplace, improving Diversity, Equity, and Inclusion (DEI) within a team/agency, change management, and post trauma incident (i.e. impact from community trust, harm that happened to a team member, COVID-19). The consultant selected for this section should have past experience creating safety in a complex work environment. Consultants must be able to demonstrate experience and past work with people impacted by trauma, people with diverse backgrounds that include LEP, people with disabilities, LGBTQ+, race and ethnic backgrounds, and other diversity. This scope does not include individual counseling or group counseling, which is offered by the state EAP.
8. Creating an inclusive team/agency as it relates to Diversity, Equity, and Inclusion – Specific methodology and practices to create equitable inclusion of employees as their authentic self and providing inclusive services for the public. The focus of this scope is specific to consultants who have demonstrated success with changing culture. Examples of past performance may include things like making physical office space more inclusive, team building exercises specific to DEI, or working with a team to improve how they engage with diverse communities. This scope would not include efforts that are specific to IT systems or website design, which are under the DES IT Professional Services program. Consultants must be able to demonstrate a methodology that can be measured and show past successes in improving organizational culture.
9. Inclusive policies and system and metrics – A consultant with a legal background in Title VI, VII, and II. This role is specific to evaluating agency gaps and opportunities, creating or supporting the creation of policies, plans, processes, reports, and metrics. While this scope could include evaluating all systems, this scope will not include enhancing IT system or website design, which is under the DES IT Professional Services program. Consultants must be able to demonstrate how past projects have resulted in improved compliance and creating greater safety, inclusion, and positive impact for employees and the public.

**Awarded Contractors must be able to:**

1. Utilize generally accepted practices for the applicable category.
2. Demonstrate understanding, amplify, and utilize the [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb) and the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”.
3. Elicit requirements through interviews, document analysis, requirements workshops, surveys, site visits, business process descriptions, use cases, scenarios, business analysis, and task and workflow analysis.
4. Critically evaluate information gathered from multiple sources, reconcile conflicts, deconstruct high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying needs.
5. Proactively communicate and collaborate with external and internal customers to analyze information needs and functional requirements and demonstrate understanding of the import of public service taking action with the community instead of for the community with particular attention to historically disenfranchised communities.
6. Successfully engage in multiple initiatives simultaneously.
7. Work independently with users to define concepts and under direction of project managers.
8. Drive and challenge business units on their assumptions of how they will successfully execute their plans.
9. Provide strong analytical and product management skills, including a thorough understanding of how to interpret customer business needs and translate them into application and operational requirements.
10. Excellent verbal and written communication skills and the ability to interact professionally with a diverse group, executives, managers, and subject matter experts.
11. Demonstrate self-awareness, knowledge, understanding and commitment to creating and improving a diverse, equitable, respectful, and inclusive workplace.
12. Serve as the conduit between the customer community (internal and external customers) and the development team through which requirements flow.
13. Develop requirements specifications according to standard templates, using natural language.
14. Collaborate with developers and subject matter experts to establish vision and analyze tradeoffs between usability and [performance](http://practicalanalyst.com/category/performance-2/) needs.
15. Be the liaison between the business units, technology teams and support teams.
16. Engage in high-level strategies.
17. Use strategy models to determine direction.
18. Help organizations to improve their performance, operating primarily through the analysis of existing organizational problems and the development of plans for improvement.
19. Utilize knowledge, skills and awareness for building work environments grounded in diversity, equity, inclusion and respect where people thrive, missions are accomplished, and the public is served.
20. Find ways to improve an organization’s efficiency and increase profits.
21. Collect and analyze data about how a company works and then recommend changes that will decrease costs or boost revenue.
22. Present suggestions as a written report and oral presentation, which can help entities implement their recommendations.

**Exhibit C-1 – Bid Evaluation Criteria and Instructions**

**01620 –Business Consulting Services**

**GENERAL INSTRUCTIONS**

All submittals must be in Word format. Submittals must be on the template provided, titled *Exhibit C-2 - Bidder Response Sheet*. Submittals will be in the following format: 8 1/2 x 11 page size, with 1 inch margins, Calibri font size 11 or larger. Each submittal will not exceed the number of pages listed in the submittal descriptions below, and any pages that exceed this limit will be deleted prior to the Department of Enterprise Services (DES) forwarding the submittals to the solicitation evaluators. Please delete the instructions highlighted in yellow on Exhibit C-2-Bidder Response Sheet.

Enterprise Services requires bidders to not include any company names, logos, employee’s names, or other specifically identifiable information in their responses on *Exhibit C-2 - Bidder Response Sheet*, as evaluators will conduct blind evaluations. The only place where your company’s name should be on the submittal is in the header. Do not include the names of clients/customers in your response, as this could identify your company. Anonymity is required in order to ensure an unbiased review and award of Master Contracts resulting from this procurement. DES will remove your company’s name from the header prior to forwarding to the evaluators.

DES will review all submittals prior to forwarding them to evaluators, and if DES finds company identifying information in the submittal, DES will notify the bidder, and allow them five (5) business days to correct and return their Bidder Response. Bidders will not be allowed to alter any other information other than to remove the identifying information. In addition, DES will deduct from the returned Exhibit(s) (80) points for the bidder’s submittal with one piece of identifying information, and an additional twenty (20) points for each piece of identifying information thereafter. In addition, if your resubmitted bid still contains identifying information, and DES or the evaluators detect identifying information on your resubmittals, your bid will be disqualified.

DES may make modifications to the response to fit the above instructions before sending the bidder’s response to evaluators to score.

The evaluators will review the answers and assign points based on the Bidder’s ability to meet the qualifications. Bidders should focus their responses on how they provide best value to customers. Once evaluators have completed their evaluations, they will forward the results to DES. DES will then compile the results and determine the Apparent Successful Bidders (ASBs).

**REQUIRED SUBMITTALS ON EXHIBIT C-2 – BIDDER RESPONSE SHEET**

**Category(s) that your company is bidding on (Mandatory, Not Scored)**

## Bidder will mark each box for which they wish to bid on. Your bid will only be considered for those categories which you have marked.

**Bidder’s Organization (Mandatory, Scored 150 points)**

## Describe Bidder’s organization, areas of services, customer base, and any other pertinent information that would aid evaluators in formulating a determination about the capability, stability, and strength of the Bidder’s organization. Description should be less than four (4) pages total.

**Experience (Mandatory, Scored 200 points)**

Describe two (2) projects Bidder’s organization, or an employee of your organization has completed in the past 5 years in each of the categories (Organizational Development, Change Management, and Management and Business Analysis) checked in the “Category(s) that your company is bidding on” section above. Bidders will be allowed up to four (4) pages per category they are bidding on. How a bidder’s allotted pages for the category are used is up to the bidder. If a bidder wants to use one (1) page to describe a project, and three (3) pages to describe another project, that is acceptable as long as they do not exceed their (4) allotted pages. Provide at a minimum, the goals, scope, actions taken to achieve the goals, size of the company, length of time and results. Make sure the references provided in *Exhibit A-2 – Bidder’s Profile* can provide evidence of client satisfaction for each of the projects described. Make sure it is clear which reference is for each project and/or category. References are not a scored item, but Enterprise Services reserves the right to verify information, and an unsatisfactory response could be grounds for disqualification. If a bidder is using the same project for a different category(s), they must duplicate (*copy and paste*) the project under the appropriate Project / Reference space.

**Quality Assurance (Mandatory, Scored 150 points)**

Describe your approach to assure Quality Assurance regarding the services you provide. Describe staff qualifications including, but not limited to, training documentation, certifications, education, and other information that will provide DES with information to evaluate staff qualifications to perform the services to clients who utilize the DES Master Contract. Description should be less than four (4) pages total.

**Qualifications Essay (Mandatory, Scored 200 points)**

Bidder’s essay must be no more than eight (8) pages in length. No marketing material will be accepted. Bidder’s essay shall include, at a minimum, the following:

* How the Bidder meets the minimum qualifications described in *Exhibit B – Performance Requirements*.
* How Bidder’s experience and qualifications will enable the company to provide quality services to customers of the DES Master Contract.

**Commitment to Diversity, Equity, and Inclusion (DEI) (Mandatory, Scored 150 points)**

Describe Bidder’s commitment to diversity, equity and inclusion. Describe how Bidder’s employees and Bidder’s subcontractors will demonstrate the competencies provided. Do not copy and paste from the [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb) and the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”.

**Exhibit C-2 – Bidder Response Sheet**

**01620 –Business Consulting Services**

**Categories that your company is bidding on (Mandatory, Not Scored)**

Check the box(s) next to each category that your company is bidding on:

[ ]  Organizational Development

[ ]  Change Management

[ ]  Management and Business Analysis

**Bidder’s Organization (4 pages maximum) (150 points)**

Provide information on the bidder’s organization such as areas of services, customer base, and any other pertinent information that would aid evaluators in formulating a determination about the capability, stability, and strength of the Bidder’s organization. DO NOT list your company’s name, names of people working for our organization, company logos, etc. The only place your company’s name should appear is in the header above so as to remain anonymous to the evaluators. Please delete these instructions highlighted in yellow.

**Experience (4 pages for each category bid) (200 points)**

Describe two projects Bidder’s organization has completed in the past 5 years in each of the categories (Organizational Development, Change Management, and Management and Business Analysis) checked above. DO NOT list your company’s name, names of people working for our organization, company logos, etc. The only place your company’s name should appear is in the header above so as to remain anonymous to the evaluators. Please delete these instructions highlighted in yellow.

**Project 1 / Reference 1 - Organizational Development**

Our company worked on a project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 2 / Reference 2 - Organizational Development**

Our company worked on a project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 1 / Reference 1 – Change Management**

Our company worked on a project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 2 / Reference 2 - Change Management**

Our company worked on a project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 1 / Reference 1 – Management and Business Analysis**

Our company worked on a project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 2 / Reference 2 - Management and Business Analysis**

Our company worked on a project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Quality Assurance (4 pages maximum) (150 points)**

Describe your approach to assure Quality Assurance regarding the services you provide. Describe staff qualifications including, but not limited to training documentation, certifications, education, and other information that will provide DES with information to evaluate staff qualifications to perform the services to clients who utilize the DES Master Contract. DO NOT list your company’s name, names of people working for our organization, company logos, etc. The only place your company’s name should appear is in the header above so as to remain anonymous to the evaluators. Please delete these instructions highlighted in yellow.

**Qualifications Essay (8 pages maximum) (200 points)**

Bidder’s essay shall include, at a minimum, the following:

* How the Bidder meets the minimum qualifications described in *Exhibit B – Performance Requirements*.
* How Bidder’s experience and qualifications will enable the company to provide quality services to customers of the DES Master Contract.

Note: No marketing material will be accepted.

DO NOT list your company’s name, names of people working for our organization, company logos, etc. The only place your company’s name should appear is in the header above so as to remain anonymous to the evaluators. Please delete these instructions highlighted in yellow.

**Commitment to Diversity, Equity, and Inclusion (DEI) (2 pages maximum) (150 points)**

Describe Bidder’s commitment to diversity, equity and inclusion. Describe how Bidder’s employees and Bidder’s subcontractors will demonstrate an understanding and commitment to the competencies provided *in Exhibit A-3 – Responsible Bidder (Competencies)*. Do not copy and paste from the [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb) or the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”. DO NOT list your company’s name, names of people working for our organization, company logos, etc. The only place your company’s name should appear is in the header above so as to remain anonymous to the evaluators. Please delete these instructions highlighted in yellow.

**Not to Exceed Rates (NTE) (150 points)**

|  |
| --- |
| Hourly Not to Exceed (NTE) Rates |
| **NTE Rate for** | **Maximum Points Available** | **Quoted Hourly NTE Rate (*must provide a rate for both*)** |
| Standard Hourly Work Rate | 140 | $ 500 Example amount |
| Travel to and from worksite(s) if requested and approved by customer (*This is only for the employee’s salary rate, and does not apply to mileage, airfare, meals, hotels, are per diem*) | 10 | $ 500 Example amount |

Travel Costs. Travel wages will only be paid at the behest/discretion of the customer for work performed for and at the Not to Exceed Rate quoted on their bid. Per diem, accommodations, and other related items will only be paid at the behest/discretion of the customer, and in accordance with the [Washington Office of Financial Management’s State Administrative & Accounting Manual (SAAM), Chapter 10](https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm).

DO NOT list your company’s name, names of people working for our organization, company logos, etc. The only place your company’s name should appear is in the header above so as to remain anonymous to the evaluators. Please delete these instructions highlighted in yellow.

Return this Bidder Response Sheet to Procurement Coordinator at:
DESContractsTeamCedar@des.wa.gov

**Not to Exceed (“NTE”) Rates (Mandatory, Scored 150 points)**

Provide not to exceed hourly wage rates in *Exhibit C-2 – Bidder Response Sheet* which clearly lists the maximum hourly rates you will charge customers using this Master Contract. The company with the lowest hourly Not to Exceed Rates will be awarded the maximum points, and all other vendors will receive points on a proportional basis. Bidder must quote an NTE Rate for both Standard Hourly Work Rate and Travel Rates to and from worksite. The following formulas will be used to calculate points awarded:

* *Standard Hourly Rate: Lowest Cost of All Bids / Cost of Bid for this Firm = %, then: % x 180 = Points Awarded*
* *Travel: Lowest Cost of All Bids / Cost of Bid for this Firm = %, then: % x 20 = Points Awarded*

Comparison of three possible bids:

* Bidder A bids $200 for Standard Work Rate and $200 for Travel Work Rate
* Bidder B bids $300 for Standard Work Rate and $300 for Travel Work Rate
* Bidder C bids $300 for Standard Work Rate and $200 for Travel Work Rate

Based on the quotes above:

* Bidder A is lowest for Standard Work and receives 180 points. Bidder A is tied for lowest on Travel and receives 20 points. 180 and 20 are added together to give Bidder A the maximum possible score of 200 points.
* Bidder B quotes $300 for Standard Work. Applying the formula above: $200/$300=.66, then .66 x 180 = 120 points. Bidder B also bid $300 for Travel. Applying the formula above: $200/$300=.66, then .66 x 20 = 13.33 points. 120 and 13.33 are added to give Bidder B the maximum possible score of 133.33 points.
* Bidder C quotes $300 for Standard Work. Applying the formula above: $200/$300=.66, then .66 x 180 = 120 points. Bidder C bid $200 for Travel tying for lowest score rand receives the maximum score of 20 points. 120 and 20 are added to give Bidder A the maximum possible score of 140 points.



**Master Contract**

**No. 01620**

**Business Consulting Services
for
[Categories]**

*For Use by Eligible Purchasers*

By and Between

**State of Washington
Department of Enterprise Services**

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

**Master Contract**

**No. 01620**

**Business Consulting Services**

**for [category(ies)]**

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and is dated and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 2020.

**R E C I T A L S**

1. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services for general use by Washington state agencies and certain other entities (eligible purchasers).
2. Washington state agencies and other eligible purchasers have the need for certain Business Consulting Services which are provided by contractors. The Business Consulting Services at issue include three different categories of services: (i) Organizational Development; (ii) Change Management; and (iii) Management & Business Analysis.
3. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No.01620 dated \_\_\_\_\_\_\_\_\_\_, 2020. Pursuant to this Competitive Solicitation, bidders could compete for a Master Contract in any or all of the three categories of Business Consulting Services.
4. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the specified category(ies) of Business Consulting Services listed above.
5. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
6. The purpose of this Master Contract is to enable eligible purchasers to purchase the category(ies) of Business Consulting Services listed above and described as set forth herein.

**A G R E E M E N T**

**Now Therefore**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **Term**. The term of this Master Contract is seventy-two (72) months, commencing \_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 and ending \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.
2. **Eligible Purchasers**. This Master Contract may be utilized by any of the following types of entities (“Purchaser”):
	1. Washington State Agencies. All Washington state agencies, departments, offices, divisions, boards, and commissions.
	2. Washington State Institutions of Higher Education (colleges). Any the following institutions of higher education in Washington:
	* State universities – i.e., University of Washington & Washington State University;
	* Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
	* Evergreen State College;
	* Community colleges; and
	* Technical colleges.
	1. MCUA Parties. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
	* Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
	* Federal governmental agencies or entities;
	* Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
	* Federally-recognized Indian Tribes located in the State of Washington.
3. **Scope – Included Services and Price**.
	1. Contract Scope. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Business Consulting Services* for the prices set forth in *Exhibit B – Prices for Services*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Business Consulting Services*.
	2. State’s Ability to Modify Scope of Master Contract. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
	3. Economic Adjustment. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Master Contract. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services’ price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), PCU5416--5416-- issued for Management and Technical Consulting Services of each contract term. The percentage difference between the PPI issued for PCU5416--5416--, Management and Technical Consulting Services 2020, and the PPI issued for each subsequent year will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

Only final PPI date will be used to adjust contract pricing. This Master Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

* 1. Price Ceiling. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Services* (subject to economic adjustment as set forth herein).
	2. Master Contract Information. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
1. **Contractor Representations and Warranties**. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
	1. Qualified to do Business. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
	2. Suspension & Debarment. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
	3. Quality of Services. Contractor represents and warrants that any services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser’s Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
	4. Wage Violations. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
	5. Pay Equality. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
	6. Executive Order 18-03 – Workers’ Rights (If Applicable). Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
	7. Performance & Delivery of Services. Contractor represents and warrants that, in performing this Contract, Contractor shall:
		1. Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
		2. Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Contract;
		3. Provide all contractual requirements or deliverables in good quality with no material defects;
		4. Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;
		5. Cooperate with Purchaser to achieve the objectives of the Contract;
		6. Return to Purchaser any Purchaser-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract;
		7. Not make any media releases without prior written authorization from Purchaser;
		8. Not interfere with the State and Purchaser’s operations; and
		9. Comply with all applicable State or Purchaser data and information technology security policies and standards, which will be made available upon request.

Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

* 1. Washington Small Business (If Applicable). Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
	2. Veteran-Owned Business (If Applicable). Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor qualifies as a Veteran-Owned Business pursuant to RCW 43.60A.190.
	3. Diversity, Equity, & Inclusion. Contractor represents and warrants, as previously certified in *Exhibit A-3 – Responsible Bidder (Competencies)*, that Contractor understands and, in performing this Master Contract, will adhere to the [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb) and the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”.
	4. Procurement Ethics & Prohibition on Gifts. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers’ employees.
	5. Washington’s Electronic Business Solution (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
	6. Statewide Payee Desk. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
	7. Master Contract Promotion; Advertising and Endorsement. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
	8. Master Contract Transition. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
1. **Using the Master Contract – Purchases**.
	1. Ordering Requirements. Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
	2. Receipt and Review of Services. Services provided under this Master Contract are subject to Purchaser’s reasonable review and approval. Purchaser reserves the right to reject and refuse acceptance of services that are not in accordance with this Master Contract and Purchaser’s Purchaser Order. If there are any apparent issues or discrepancies in the services at the time of review, Purchaser will promptly notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchase may require Contractor to correct or replace, at Contractor’s expense, any or all of the incorrect services.
	3. On Site Requirements. While on Purchaser’s premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser’s physical, fire, access, safety, and other security requirements.
	4. Travel Costs. Travel will only be paid at the behest/discretion of the Purchaser for work performed for and at the Not to Exceed Rate set forth in *Exhibit B – Prices for Services*. Per diem, accommodations, and other related items will only be paid at the behest/discretion of the Purchaser; *Provided*, however, that such costs must be agreed to in writing in advance, consistent with this Master Contract, and in accordance with the [Washington Office of Financial Management’s State Administrative & Accounting Manual (SAAM), Chapter 10](https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm).
2. **Invoicing & Payment**.
	1. Contractor Invoice. Contractor shall submit to Purchaser’s designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
		* + 1. Master Contract No. 01620
				2. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
				3. Contractor’s Federal Tax Identification Number
				4. Date(s) of delivery
				5. Invoice amount; and
				6. Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. Travel costs, if authorized, must be set forth as a separate line item with detail sufficient to ascertain compliance with this Master Contract.

* 1. Payment. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.
	2. Overpayments. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
	3. No Advance Payment. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
	4. No Additional Charges. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
	5. Taxes/Fees. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.
1. **Contract Management**.
	1. Contract Administration & Notices. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services’ contract administrator shall provide Master Contract oversight. Contractor’s contract administrator shall be Contractor’s principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

|  |  |
| --- | --- |
| **Enterprise Services** | **Contractor** |
| Attn: Clayton LongWashington Dept. of Enterprise ServicesPO Box 41411Olympia, WA 98504-1411Tel: (360) 407-8508Email: clayton.long@des.wa.gov | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel: (\_\_\_) \_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

* 1. Contractor Customer Service Representative. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
	2. Legal Notices. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

|  |  |
| --- | --- |
| **Enterprise Services** | **Contractor** |
| Attn: Legal Services ManagerWashington Dept. of Enterprise ServicesPO Box 41411Olympia, WA 98504-1411Email: greg.tolbert@des.wa.gov | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

1. **Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports**.
	1. Master Contract Sales Reporting. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
		* 1. Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
			2. Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
			3. Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

|  |  |
| --- | --- |
| **For Calendar Quarter Ending** | **Master ContractSales Report Due** |
| March 31: | April 30 |
| June 30: | July 31 |
| September 30: | October 31 |
| December 31: | January 31 |

* 1. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).
		+ 1. The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

* + - 1. The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
			2. Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors arenot to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
			3. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
			4. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
	1. Annual Master Contract Sales Report. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Service description and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.
1. **Records Retention & Audits**.
	1. Records Retention. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
	2. Audit. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
	3. Overpayment of Purchases or Underpayment of Fees. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor’s records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor’s records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).
2. **Insurance**.
	1. Required Insurance. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for services and no additional payment shall be made.
	2. Workers Compensation. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
3. **Claims**.
	1. Assumption of Risks; Claims Between the Parties. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor’s risks. Contractor shall pay for all damage to any Purchaser’s property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
	2. Third-Party Claims; Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “claims”) arising from any act or omission of Contractoror its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers’ negligence. Contractorshall take all steps needed to keep Purchaser’s property free of liens arising from Contractor’sactivities, and promptly obtain or bond the release of any such liens that may be filed.
4. **Dispute Resolution**. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
5. **Suspension & Termination; Remedies**.
	1. Suspension & Termination for Default. Enterprise Services may suspend Contractor’s operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services’ reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor’s rights under this Master Contract. All of Contractor’s obligations to Enterprise Services and Purchasers survive termination of Contractor’s rights under this Master Contract, until such obligations have been fulfilled.
	2. Default. Each of the following events shall constitute default of this Master Contract by Contractor:
6. Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor’s obligation to pay vendor management fees when due;
7. Contractor breaches any representation or warranty provided herein; or
8. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
	1. Remedies for Default.
9. Enterprise Services’ rights to suspend and terminate Contractor’srights under this Master Contract are in addition to allother available remedies.
10. In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
	1. Limitation on Damages. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
	2. Governmental Termination.
11. Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services’ procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
12. Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services’ judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
	1. Termination Procedure. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
13. **General Provisions**.
	1. Time Is of the Essence. Time is of the essence for each and every provision of this Master Contract.
	2. Compliance with Law. Contractor shall comply with all applicable law.
	3. Integrated Agreement. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
	4. Amendment or Modification. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
	5. Authority. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
	6. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
	7. Assignment. Contractor may not assign its rights under this Master Contract without Enterprise Services’ prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
	8. Binding Effect; Successors & Assigns. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
	9. Public Information. This Master Contract and all related documents are subject to public disclosure as required by Washington’s Public Records Act, RCW chapter 42.56.
	10. Assignment of Antitrust Rights Regarding Purchased Goods/Services. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor’s obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
	11. Federal Funds. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
	12. Severability. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
	13. Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
	14. Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
	15. Governing Law. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
	16. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
	17. Attorneys’ Fees. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
	18. Fair Construction & Interpretation. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
	19. Further Assurances. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
	20. Exhibits. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
	21. Captions & Headings. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
	22. Electronic Signatures. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
	23. Counterparts. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

**Executed** as of the date and year first above written.

|  |  |
| --- | --- |
| **State of WashingtonDepartment of Enterprise Services** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type Name | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type Name |
| Its: Title | Its: Title |

**Exhibit A**

**Included Business Consulting Services**

[Insert at time of Contract award.]

**Exhibit B**

**Prices for Services**

[Insert at time of Contract award.]

**Exhibit C**

**Insurance Requirements**

1. **Insurance Obligation**. During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor’s sole expense, the following insurance coverages:
	1. Commercial General Liability Insurance. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an ‘occurrence form’ that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
	2. Workers’ Compensation Insurance. Contractor shall comply with applicable Workers’ Compensation or Industrial Accident insurance providing benefits as required by law.
	3. Employers’ Liability (Stop Gap) Insurance. Employers’ liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

c. Commercial Automobile Liability Insurance. (only required if conducting work on Purchaser’s premises). ‘Symbol 1’ commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles.  The combined single limit per accident shall not be less than $1,000,000

e. Professional Liability (Errors and Omissions) Insurance. Professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence or claim, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.

The insurance coverage limits set forth herein are the minimum. Contractor’s insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

1. **Insurance Carrier Rating**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
2. **Additional Insured**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
3. **Certificate of Insurance**. Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract**. All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

|  |  |
| --- | --- |
| US Mail: | Contracts & Procurement – Master Contract Insurance Certificate**Master Contract No. 01620 –Business Consulting Services**Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Washington Dept. of Enterprise ServicesPO Box 41411Olympia, WA 98504-141 |
| Email: | [Insert Email Address]*Note*: For Email notice, the Email Subject line must state:**Master Contract Insurance Certificate –** **Master Contract No. 01620 – Business Consulting Services** |

1. **Primary Coverage**. Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
2. **Subcontractors**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
3. **Waiver of Subrogation**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
4. **Notice of Change or Cancellation**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
5. **Extended Reporting Period**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than five (5) years following expiration or termination of the Master Contract.



**Exhibit D-1 – Master Contract Issues List**

**01620 – Business Consulting Services**

**Instructions**. Issues, concerns, exceptions, or objections to any of the terms or conditions contained in *Exhibit D – Master Contract* must be documented by bidders in the Master Contract Issues List provided below. The *Master Contract Issues List* frames discussions between Enterprise Services and bidders regarding the terms and conditions contained in the Master Contract. In completing the *Master Contract Issues List*, bidders must describe, in business terms, a concern, exception, or objection and then propose a compromise that is reasonable in light of the commitment being sought by Enterprise Services. The *Master Contract Issues List* must provide the reason or rationale supporting the issue.

* Redlined Documents Will Not Be Reviewed. Do not provide a redlined Master Contract, paragraph, or clauses. Redlined text may result in Enterprise Services making potentially inaccurate assumptions about what bidders’ specific issues or concerns might be.
* Standard Bidder Contract Will Not Be Reviewed. Do not provide a copy of a bidder's or a third party’s standard contract or proposed language.
* No Substantial Changes. Bidders are cautioned that this is a competitive solicitation for a public contract and that **Enterprise Services cannot and will not accept a proposal or enter into a Master Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation**. Bids that are contingent upon Enterprise Services making substantial changes to material terms and conditions set forth in the Competitive Solicitation may be determined to be non-responsive. Enterprise Services will consider the number and nature of the items on the bidders’ *Master Contract Issues List* in determining the likelihood of completing a Master Contract with a bidder.

| **Master Contract Issues List** |
| --- |
| **Item** | **Specify the Master Contract Section #** | **Issue** | **Bidder’s Proposed Solution/Rationale** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |

# Question & Answer # 1

01620 – Business Consulting Services

This document is posted to capture the questions received during the question & answer period for -1620 – Business Consulting Services. This document is the official response to the questions received.

Questions or responses included in this document require changes to the solicitation documents. The solicitation has been updated in “01620 Solicitation”, on WEBS as “01620 Solicitation, Rv 1”, in Section 2, No. 1, and the change is detailed below:

* Changed from:

“In awarding Master Contracts, of the up to eight (8) potential Master Contracts per category, Enterprise Services intends to award up to our (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders. Enterprise Services reserves the right to award less than eight (8) total Master Contracts per category.”

* Changed to:

“In awarding Master Contracts, DES intends to award eight (8) Master Contracts per category. Further, Enterprise Services intends to award up to four (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders, then four additional (4) awards to the highest scored, responsive, responsible Bidders.”

Prior Amendments:

None

Any additional questions regarding this solicitation must be directed to the Procurement Coordinator listed below.

Clayton Long, Contracts Specialist 3

Cell (Best): 409-789-6209

Work: 360-407-8508

DESContractsTeamCedar@des.wa.gov

| **Question** | **Response** | **Did this change the solicitation?** |
| --- | --- | --- |
| Question from Pre-Bid chat:There is going to be 4 contracts per category limited to Small Business and Veteran Owned. Does that mean the other 4 possible contracts will be focused to non-small business or veteran owned business? Or is it possible all 8 possible contracts can go to small business or veteran owned business? | In “01620 Solicitation”, Section 2, No. 1, this should read, ““In awarding Master Contracts, DES intends to award eight (8) Master Contracts per category. Further, Enterprise Services intends to award up to four (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders, then four additional (4) awards to the highest scored, responsive, responsible Bidders.” | Yes |
| Emailed question prior to Pre-Bid:Does our experience need to be at least 5 years as a company or at least 5 years in the field? We each have well over 5 years’ experience in Organizational development – but not within the context of Finding Human.The second bullet states, “the bidder must have at least 5 years of experience in each of the categories”. XYZ Co was founded in 2017; however, the staff we would be proposing have far more than five years of experience providing these services. Would we be able to submit or does the company have to be in business for five years? | The required 5 years of experience is per person, not per company. | No |
| Emailed question prior to Pre-Bid:What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid? | The required 5 years of experience is per person, not per company. | No |
| Emailed questions prior to Pre-Bid:* Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)?
* Other than your own website, where was this bid posted?
 | Enterprise Services only posted this bid to [Washington Electronic Business Solutions (WEBS)](https://pr-webs-vendor.des.wa.gov/). That should be considered the official communication source for all bid related information. | No |
| Emailed question prior to Pre-Bid:As it relates to degrees. We each have a BA. Mine is in English/History and X’s is in International Studies – would that be a disqualifier? (since it’s not a degree in one of the fields mentioned in your instructions). I’m a certified coach from the New Ventures West school of coaching in San Francisco.Questions from Pre-Bid chat:* how would one prove degree? Just submit a transcript along with the bid response?
* question about proof of degree...how would you like to get that proof?
* proof of education? Do you expect copies of transcripts or are we just attesting that we, indeed, have the higher ed needed?
* I sent a written question because in my case (I'd be the consultant) I have an MS but not in one of the disciplines listed, even though I have 35 years of corporate experience that largely covers the same discipline.

Emailed question after Pre-Bid:The education qualification for management projects require a bachelor’s degree in a management-related discipline. In our case, the consultant would have a Master’s degree in Computer Science, with 35 years of enterprise IT management experience, most of which included project management and business requirements analysis. Based on this description, will we be considered to meet the education qualification or not? | A BA in English, History, Computer Science, or International Studies is acceptable.You do not need to submit a copy of your diploma or transcript. If you are determined to be an Apparent Successful Bidder (ASB), then we will require proof of education at that time, either a transcript or diploma. If you have a Master’s in Science, I would almost guarantee that it qualifies. If you wish to verify if particular degree qualifies, and since the answer would only apply to that company, please contact the Procurement Coordinator at: DESContractsTeamCedar@des.wa.gov Although not questions, 35 years in the same disciplines listed or in project management on project requirement covers the requirements. | No |
| Emailed question prior to Pre-Bid:Do you anticipate extending the bid due date? | Not at this time | No |
| Questions from Pre-Bid chat:Should we alert references that they might be contacted by DES? | It would be to your benefit to make sure that your references will respond positively to DES concerning your Bid. | No |
| Questions from Pre-Bid chat:* When I look at Exhibit C-2, the form is asking for vendors to put their name in the header of the document. Isn't this the document that we are not to reference any company or resource information?
* But references will be identifying who we are...

Questions from after PreBid:For Exhibit C-2, Experience section, should client names be excluded from the project write ups, as well as company information, or would you prefer to know the name of the client for each project? | Per Exhibit C-1, “Enterprise Services requires bidders to not include any company names, logos, employee’s names, or other specifically identifiable information in their responses on *Exhibit C-2 - Bidder Response Sheet*, as evaluators will conduct blind evaluations. The only place where your company’s name should be on the submittal is in the header. Anonymity is required in order to ensure an unbiased review and award of Master Contracts resulting from this procurement. DES will remove your company’s name from the header prior to forwarding to the evaluators.” Bidders may submit identifying information on other exhibits.Do not provide client names or identifying names. The only place you can provide reference names is on Exhibit A-2, as Exhibit A-2 will not be forwarded to the evaluators. | No |
| Questions from Pre-Bid chat:* When writing about the qualifications, you are not to mentioned or use personal names or company names or identifying information? It will be VERY difficult to write in active voice.
* Can we include client names?

Questions received after Pre-Bid:* Bidder Response Sheet Clarification– throughout document instructions - DO NOT list your company’s name, names of people working for our organization, company logos, etc.
* Did you mean: names of people working for your organization – as in my company’s organization.
 | If your writing style requires you to use company names, use the format from Exhibit A-2 “Reference 1 – Change Management, if applicable”, or as I did on the first question in this Q&A, change the name to “Mr. X” to maintain anonymity of your company.Do not list any names of individuals or companies as this might inadvertently identify you and/or company to the evaluators. | No |
| Questions from Pre-Bid chat:* So this is not limited to Washington Businesses, national businesses can compete and win as well
* Can foreign/international businesses bid?

Questions received after Pre-Bid:* Is there a specific location I can go to verify paperwork requirements I case my company does not have them? For Example, where would paperwork the company completed based on small business status.
 | This Competitive Solicitation is not limited businesses in Washington. Foreign companies can also bid. All companies must be registered to do business in Washington prior to being awarded a Master Contract. To register, contact either [Washington Department of Revenue](https://dor.wa.gov/) or [Washington State Secretary of State](https://www.sos.wa.gov/)If you are asking where you can become Small Business certified, contact [OMWBE](https://omwbe.wa.gov/)All of the above information is on the PreBid Power Point, Slide 21. | No |
| Questions from Pre-Bid chat:* What are the rules regarding partnering? One company partnering with a Veteran company for the Joint venture? Join Venture legally? Or simply partnering with each other?
 | If you create a company prior to submitting a bid, that is acceptable.Preference points will be based upon that company’s submittal in Exhibit A-1. | No |
| Questions from Pre-Bid chat:* What is the size of the project per category?
* That's aggregate values, right? Can you say what an individual contract typically is worth? (I can also ask in writing)
 | “01620 Solicitation”, Section 2, No. 4, contains graphs of approximately one (1) year’s sales. * 05914 will be broken into two categories on the new contracts:
1. Organizational Development
2. Change Management
* 06914 and 06915 are being combined to form one category:
1. Management and Business Analysis
 | No |
| Questions from Pre-Bid chat:* Page 10 says that the Total Possible points are 1000 and not 1150? Which one is the right one?
 | “01620 Solicitation”, Section 3, No. 3.1”, has a breakdown of all points that can be awarded, including “State Procurement Priorities”. No 3.4 only applies to Exhibit C-2.  | No |
| Questions received after Pre-Bid:* Is there an additional contract that will be requested beyond the Master Contract? For example an individual contract from each individual requestor, if my organization becomes one of the finalist?
 | If you are awarded a Master Contract by DES, then customers that require your service will contact you, and the both of you will develop a defined scope of work along with monetary amounts.  | No |
| Question received after Pre-Bid:* What happens if resources are not available when/if DES requests, are companies removed from the Master agreement?
 | Companies are not removed from the contract if they are not being contacted to perform work. On another note, even if you receive no work, you are still required to report quarterly sales. | No |
| Questions received after Pre-Bid:* For clarification, when you reference “Quarterly Sales”, you are indicating that a selected vendor is responsible for providing DES a quarterly report of all invoices from any/all projects. Additionally, 1.5% of each invoice is paid to DES, and this 1.5% should not be included as a line item on the invoice as it is a DES “vendor management fee”.-Please confirm Note: This appears to be more internal to DES and any organization utilizing the Master Contract since you do not want this broken out as a line item on the invoice.
* Other than understanding what costs need to go into a vendor’s NTE price, is there something additional DES needs a selected vendor to do as part of reporting?
 | You are required to report all sales generated is association with this Master Contract. The 1.5% Vendor Management Fee should not be reported as a line item to the customers or anywhere else. When you report your sales, DES will send you an invoice for the Vendor Management Fee (VMF). We only need to know the amount you charged the customer for your services. | No |
| Questions received after Pre-Bid:* Since the required forms are separate documents, should we to combine them all into one document prior to submitting?
* Are to send our response in MS Word only, or can we send a PDF? We have discovered that Word documents often look different on computers with different resolutions. A PDF document shows the same on every screen.
 | Per Exhibit C-1, only submit your bid in Word Format. This is mainly so we can remove your Company name from the header and retitle for the evaluators. Submit Exhibits A-1, A-2, A-3 and C-2 separately. Do not break Exhibit C-2 up. | No |
| Questions received after Pre-Bid:*Exhibit C-2** Are we allowed to include graphics, photos of projects, charts, and tables in the written sections?
* Please confirm this is the template we are to use in submitting our response.
* *Header*: Can we put our logo jpg in the header?
* *Footer:* Are we supposed to leave the footer as is? Or, can we add text or a graphic?
 | This is more of a written response, but if charts, tables, etc. help you get your point across, then it is acceptable as long as you do not provide any information that identifies you. You will still have the same page total for your responses, and the charts cannot be used as a way to subvert the font size, etc. to obtain an unfair advantage. Submit your responses on Exhibit C-2 per the instructions in Exhibit C-1. Do not put your logo in the header. Do not make any changes to the footer. | No |
| Questions received after Pre-Bid:* *Exhibit B, item 2 Change Management:* With regards to the Change Management scope, do you intend to have the successful bidders do the work directly, or provide coaching to others to do the work? If this varies by subsections of the scope, please clarify which ones are “doing” and which ones are "coaching.”
 | Different customers may want you to provide training to employees, while others may want you to train the trainer. Keep in mind this is a Master Contract, with a broad range of customers with a broad range of needs. It will be up to the customer when they contact a vendor for services, to define the scope of work more definitively.  | No |
| Questions received after Pre-Bid:* *Exhibit C-2, Quality Assurance:* What is the intent of the quality assurance portion of the proposal? It asks for both our approach to QA as well as team qualifications, which do not appear to be related.
 | Per the information highlighted in yellow on Exhibit C-2, the intent if for the bidder to describe their approach to assure Quality Assurance regarding the services you provide. Describe your staff qualifications including, but not limited to training documentation, certifications, education, and other information that will provide the evaluators with information to evaluate staff.  | No |
| Questions received after Pre-Bid:Regarding the higher education requirement below listed in Exhibit B – Performance Requirements – Can you define what roles qualify as principal? Specifically, if the CIO of the organization holds a bachelor’s degree in business management – does this satisfy the requirement?Bidder must meet the following mandatory minimum qualifications:* The principal of the company must have at least a bachelor’s degree in business, management and leadership, organizational leadership, business law, project management, executive coaching, change management, business analysis, or related field.  Proof of education must be provided prior to contract award.  Education requirements must be maintained throughout the term of the contract.
 | The principal can be any person who has a vested interest in the company. If the CIO has a bachelor’s degree in business management, that satisfies the requirement. | No |
| Questions received after Pre-Bid:* Is the language of the contract negotiable? Do proposed changes to the sample contract need to be submitted with the bid or can this be assessed after award?
 | The language on the Master Contract is not negotiable. You can submit proposed changes to the Master Contract, but in all likelihood they will not be accepted, unless we receive multiple request for the same change, which are not anticipated. This will not be assessed after the award. We recommend addressing concerns with the Master Contract in the Question & Answer period. | No |
| Questions received after Pre-Bid:* The term ‘customer’ is mentioned a few times throughout the solicitation documents. For example, in the Management Analysis data on pages 6-7 of the solicitation, and number 12 on page 6 of Exhibit B – Performance Requirements. What is the definition of customer?
 | A customer is an entity who uses a resulting Master Contract from this bid that contract with the contract awardee. For a more broad description, see [DES’ Master Contract Usage Agreement (MCUA)](https://des.wa.gov/services/contracting-purchasing/purchasing/master-contracts-usage-agreement) site. For a list of all [entities with signed MCUAs](https://apps.des.wa.gov/DESContracts/Home/MCUAListing), click on the hyperlink.  | No |
| Questions received after Pre-Bid:* If the organization seeking contract provides technology specific business analysis and change management consulting services only, does that deter the state from awarding the contract? For example, if the vendor can provide aspects of the change management category but not all describes services, would that disqualify them from award?
 | Providing technology specific services will not prevent DES from awarding a business a Master Contract from this bid. You should be able to meet every bullet point on Exhibit B to receive a Master Contract. A Bidder’s capabilities to meet the needs addressed in Exhibit B will be evaluated on a pass/fail basis.  | No |
| Questions received after Pre-Bid:Does this procurement replace all or part of these existing master contracts: Org Dev 05914, Strategic Business Analysis 06915, Mgmt Analysis 06914If any or all of the contracts above are being replaced what is the expiration date for each above. I don’t remember getting notification that they were not being extended this time. | Contracts 05914 (expires January 2021), 06915 (expires January 2022) and 06914 (expires December 2021) will continue to be in effect until their expiration date. Then new Master Contracts will be in effect once signed, so there will be some overlap. | No |
| Questions received after Pre-Bid:Why is it so limited to 8 per category this time?Would it be possible to review a sampling of past successful bidder response sheets that might be considered similar to this bid opportunity? It would be helpful. | On the previous contracts, there was no true competition. If the company had someone on staff with any type of degree and a few years of experience, and submitted the documents somewhat correctly, they were awarded a contract. Since there was no true competition, the customers who used the old Master Contract still had to take bids if they exceeded their bid limits.This bid is an actual competition. Customers using these new Master Contracts will not be required to take bids from the awarded vendors, and will be able to negotiate pricing and scope of work with the awarded vendors.The old bid sheet would not be helpful to you because it was not an actual competition. You basically submitted the same information as on Exhibit A-2, provided a copy of a college transcript of diploma and stated you had a few years of experience. If you did this, you were awarded a contract. | No |
| Questions received after Pre-Bid:Why $2-4M for insurance? It is often $1M per occurrence ($2M total) and given the nature of this work $2-4M seems like a lot. Can this be reduced to $1M per occurrence and $2M total? | These insurance amounts on Exhibit D were determined by DES’s Insurance Department. I think the amounts were determined due to concerns over data breeches. The limits will not be reduced and will be the same for all bidders. You should be able to purchase an umbrella policy of some type to cover the additional amount. | No |
| Questions received after Pre-Bid:Some large companies are not interested in small projects (too much overhead for the revenue) while small companies like mine may not be trusted to scale up to larger projects. It would be extremely helpful, even without detailed statistics, to know what ranges of dollar values (e.g. $10K to 25K, 25K to 40K, 50K to 100K, above 100K, or whatever other ranges make sense to you) tend to be prevalent – and it would seem that DES would want to ask agencies for such information. Can you provide any such information at all? | On the next posting I will also include current Sales reports for 05914, 06914 and 06915. These are from an old DOS program. | No |
| Questions received after Pre-Bid:Hello. Exhibit B, Page 5, Bullet #9 indicates the following as "additional requirements for all categories": "... A consultant with a legal background in Title VI, VII, and II."Can you please clarify what kind of qualifications might satisfy this "legal background" requirement? | This relates to Diversity, Equity and Inclusion (DEI). DEI is not one of the 3 categories being competed for. It is more along the lines of you agreeing with Washington State’s DEI principles referenced here. You are required to acknowledge this in the required submittal titled “Exhibit A-3 Responsible Bidder. If anyone needs further clarification on this, let me know and I will submit to DES’s Diversity Office.  |  |
|  |  |  |

This completes answers to all questions received prior to Friday, December 18, 2020 at 5:00pm Pacific Time. If your question was not answered, please resubmit your question.

The Question and Answer period ends on Sunday, January 10, 2021 at 11:59pm Pacific Time.

# Question & Answer # 2

01620 – Business Consulting Services

This document is posted to capture the questions received during the question & answer period for 01620 – Business Consulting Services. This document is the official response to the questions received.

No questions or responses included in this document require any change to the solicitation document, this document stands alone.

Any additional questions regarding this solicitation must be directed to the Procurement Coordinator listed below.

Clayton Long, Contracts Specialist 3

Cell (Best): 409-789-6209

Work: 360-407-8508

DESContractsTeamCedar@des.wa.gov

| **Question** | **Response** | **Did this change the solicitation?** |
| --- | --- | --- |
| What is the difference between the original solicitation and the Rev 1 posted in the amendments?Would it be possible to have a “track changes” version as revisions are published? | The difference is listed on Q&A # 1 sent out on Friday, December 18th. “01620 Solicitation”, on WEBS as “01620 Solicitation, Rv 1”, in Section 2, No. 1, and the change is detailed below:* Changed from:

“In awarding Master Contracts, of the up to eight (8) potential Master Contracts per category, Enterprise Services intends to award up to our (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders. Enterprise Services reserves the right to award less than eight (8) total Master Contracts per category.”* Changed to:

“In awarding Master Contracts, DES intends to award eight (8) Master Contracts per category. Further, Enterprise Services intends to award up to four (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders, then four additional (4) awards to the highest scored, responsive, responsible Bidders.”I doubt there will be any more changes to the bid documents, but if there are, track changes will not be used as this might create confusion among bidders. | No |
| Page 7 of the Bidders Response Sheet States 'Travel to and from worksite(s) if requested and approved by customer (*This is only for the employee’s salary rate, and does not apply to mileage, airfare, meals, hotels, are per diem*)'.Can the State clarify whether this refers to hourly wages paid for time required to travel to and from the worksite? If not, please explain. | This if for hourly wages when traveling to and from the worksite. Some customers may agree to pay you travel wages, and some customers may not. | No |
| The Performance Requirements states, “The principal of the company must have at least a bachelor’s degree in business, management and leadership, organizational leadership, business law, project management, executive coaching, change management, business analysis, or related field.” For a publicly traded company, who should be considered the principal? Is it an executive of the company (Board Chairman, CEO, President) or the executive (the Partner) responsible for this engagement? | The principal can be any person who has a vested interest in the company. If the Board Chairman, CEO, President, any executive, partner, person performing the work, etc. has a bachelor’s degree in business management, that satisfies the education requirement. | No |
| The deadline for submittal is Sunday 24, January 2021. Will the State consider moving the submittal date to Monday 25, January 2021? | In all likelihood the bid submittal date will not be extended. If for some reason it is extended it will likely be for more than one day. | No |
| We were unable to attend the Zoom Conference that was held on 17 December 2020 regarding  WEBS Bid # 1620 Business Consulting Services. Was the conference recorded, and if so, what would be the URL for viewing it? | The PreBid was not recorded.  The Power Point from the PreBid meeting was posted through [WEBS](https://pr-webs-vendor.des.wa.gov/home.html).   | No |
| ***Teaming for contracts***:  Please explain if a firm can submit as the prime consultant in a category, while also being a subconsultant on one or more teams in the same category? Could both firms be awarded a contract in the same category? | For bidding purposes for this Master Contract, bids will be submitted by one company only. If you wish to create another company prior to you submitting a bid for this solicitation, that is acceptable, but the new company needs to be created prior to submitting your bid.After award of Master Contracts, if an awarded vendor wants to subcontract work to another vendor, that is acceptable, so long as they have properly completed Exhibit A-1, Question 17.  | No |
| ***Exhibit C-2:***  Should the team’s staff, key personnel and subconsultants be discussed in other sections of Exhibit C-2, such as in the *Bidder’s Organization* or *Qualifications Essay sections*, or must this information be included only in the *Quality Assurance* section? | You can discuss this wherever you think is appropriate throughout Exhibit C-2, keeping in mind that the different questions will in all likelihood be evaluated by different evaluators. In other words, if information is not detailed by the bidder under a particular question, it will not be evaluated. If you think it appropriate to list this information under multiple questions, then do so. Do not include any information that might identify your company’s identity. | No |
| ***Exhibit A-1:*** Verify the need to attach a Certificate of Insurance (COI) to Exhibit A-1.  Whom should we show as the Certificate Holder on the COI? | You do not need to attach a Certificate of Insurance, but you need to make sure you obtain the required insurance if you are awarded a Master Contract. | No |
| ***Exhibit A-1, item 17 Subcontractors***: Please address where we are to provide our subconsultant’s legal name, business address and TIN to fulfill item 17. | You do not need to provide your subcontractors name(s), This information will only be needed if you are awarded a Master Contract, and then only before you are performing work for a Customer and elect to use a subcontractor.  | No |
| ***Exhibit A-2, Purchase Cards/Credit Cards***: Our firm does not accept credit cards. How do we indicate that for the last item on Exhibit A-2? | You are not required to accept Credit Cards. You can either leave this blank, or check “Other”, then write “None”. | No |
| As a small business, we often only have a couple of projects at time that last several years.  Going back beyond 5 years allows us to more adequately present our expertise and skills.  Can DES extend the amount of time to “within the last 10 years” under Experience? | As long as your projects have/had a completion date within the last 5 years, that is acceptable. If your work history was more than 5 years ago, it won’t be considered responsive and will not be considered or evaluated. | No |
| There are 2 projects and 2 references requested per category.  Do they have to be connected, like a reference for each project?  We have at least one project per category where there may not be a reference who will be contractually able to discuss it. | When completing Exhibit C-2’s “Experience” Section, the bidder will complete the corresponding information on Exhibit A-2 under “References”. You should make sure that the references you provide will provide a positive recommendation for you or your company. | No |
| Three questions about Exhibit B – Additional Requirements for All Categories:--Are all 9 of these required for all categories?  #1-#6 make sense for the individual category, but  #7, #8 and #9 seem like they fit more with one category--#9 is looking for “a legal background” – that implies legal experience that is not listed under required qualifications. Is legal experience or education required for all categories?--Does #7  - “must be able to demonstrate experience and past work” – have the same constraint of being within the last 5 years?  If so, can this be extended to 10 to allow small businesses to adequately represent experience? | Under “Additional Requirements for all Categories;* All of these are principles, including #7, #8 and #9, as related to Washington State’s values as they relate to Diversity, Equity and Inclusion (DEI) and they are to be thought of as principles only.
* As it relates to #9, bidders are not required to have a legal background, but if this should become an issue, this principle will apply.
* As it relates to #7, this is not part of the evaluated questions. As this would relate to completing Exhibit C-2, and per your like question, and again, as long as your projects have/had a completion date within the last 5 years, that is acceptable. If your work history was more than 5 years ago, it won’t be considered responsive and will not be considered or evaluated.
 | No |
| If I wanted the additional information that you mentioned below, would I need to put in a Public Request to get it or do you already have it?  If you have it, can you send it?* Past Solicitation (exhibits and amendments not included, but available)
* Copies of solicitations from awarded bidders (3 of the 10 awarded bidders)
* Expanded bid tabulation (as requested by a participant)
 | Per the PreBid meeting when someone asked if they could have copies of the winning bids on 05914-Organizational Development bid from 6 years ago, I explained that everyone who submitted a bid for 05914 was awarded a contract, and that copies of bids probably wouldn’t help them since the submitted bids wouldn’t have any relevant information.  Basically if bidders could prove that someone in their company had an Associate Degree or higher in anything, and the bidder said they had a couple of years of related experience, they were awarded a contract.  There were 102 bids submitted and 102 contracts awarded. These records are located at:  [05914 RESPONSES | Powered by Box](https://wades.app.box.com/s/bjxw6q6fh8460v3g7mkbi7r53epm59zx)  | No |
| Our understanding is that DES is considering evaluating proposals for each service category separately. Can you confirm whether this will be the case and, if so, clarify how the evaluators will do so?  Specifically, if our Firm provides a proposal for multiple service categories, we are under the impression that we are to provide one response to the “Bidders Organization”, “Quality Assurance”, “Qualifications Essay”, “Commitment to DEI”, and “NTE Rates” sections and then up to four pages per service category in the “Experience” section. In this case, would we receive one score for each of the general response sections and then a separate score in the “Experience” section for each service category? Or, will our entire proposal be scored separately for each service category?  | Under “Experience”, each of the 3 Categories will be evaluated separately. Per the instructions, you have 4 page of space for each category you are competing for. Evaluators when evaluating “Experience” will evaluate each category separately. Title each project as follows: “Project 1 / Reference 1 - Organizational Development” and so on, per the samples on Exhibit C-2. If you are competing for all 3 categories, you will have a total of 6 projects listed. If you are going to use the same project for multiple categories, please copy and paste in under the appropriate title. You can also use the same projects for different categories and tweak your response for the category you are submitting for. You correct in your statement that you only provide one response under “Bidders Organization”, “Quality Assurance”, “Qualifications Essay”, “Commitment to DEI”, and “NTE Rates” sections, and these scores will be the same for each category. As stated above and on the bid instructions, “Experience” will evaluated separately, with a different score for each of the 3 categories (Organizational Development, Change Management, and Management & Business Analysis).  | No |
| Followup questions to the questions directly above:-The request for more bidder’s responses is not for companies to use in anyway, but it may help guide them in understanding the different ways that they can respond to the procurement.  If you have never written a response before to a public sector client it can alleviate some of the concerns a responder might have about the writing portion.  I plan to use it as an example of effective question responses to answers and those that are not.-**Why was a scoring sheet even needed if everyone got a contract?**  I am just wanting to understand how this one was used. | From the spreadsheet you provide me, the information you are referencing are not for the Master Contract 05914 – Organizational Development bid from 6 years ago. The spreadsheet you provided was for an Internal DES contract for Lean Services, ACCO # 16-0058-CPRM. If you still need these records, submit and Open Records Request to DES’s Open Records Officer ( harold.goldes@des.wa.gov ) and he will provide you this information, which I will then post on the following Questions & Answers posting to WEBS. | No |
| Will this MSA be used for any upcoming large or strategic projects at the state level? | I do not know what the acronym MSA stands for, but this will be used for large and strategic projects at both the state and local levels | No |
| Who are the users/buyers of this MSA? | Any [entities that have a signed Master Contact Usage Agreement](https://apps.des.wa.gov/DESContracts/Home/MCUAListing) (MCUA) with DES | No |
| What have been the recent or projected distribution of services requested *within* each Business Consulting Service that are the subject of this Competitive Solicitation (e.g. within Change Management, what percentage is change management v. strategic planning vs. process improvement) ? | For usage of the past contracts for this solicitation, see WEBS and posted “01620 Solicitation Rv1”, Section 4 on pages 5 – 7. Per your query as it if Change Management is broken down into: 1) Change Management 2) Strategic Planning 3) Process Improvement, the answer is no. Change Management was broken out of 05914 Organizational Development. The stakeholders that helped to draft the scope want to define a difference between Organization Development and Change Management, but it was not broken down any further than that.  | No |
| What projects have been performed under the previous contract, and what were generally the fee ranges? | I do not have this information. This information would only be known by the users of this Master Contract, but the fee ranges would have to be under the amount that the vendor quoted on their Not to Exceed (NTE) rate. | No |
| Do you have any current initiatives around future workforce, skills, and digital/AI enablement or any initiatives around employee experience/HRT? | I do not know this about any future projects that will be procured off the resulting Master Contracts from this solicitation. Artificial Intelligence (AI) would be more closely associated with DES’s Contracts and Procurement Information Systems Master Contracts Section, and not part of this contract. I do not know what HRT stands for, and/but I know of no initiatives around employee experience. | No |
| Given that the contract is for a total of 6 years, 2 initial and the next 4 as options, how should we best account for COLA in our rates since the rate given is the only rate we can use (e.g. can’t put 300 and then when responding to a specific opportunity use a 500 rate)? | You need to quote your maximum Not to Exceed (NTE) Rate. If you quote $300, then that is the maximum hourly rate you will ever be able to charge. You cannot exceed the rate you quote for this Master Contract. Per Exhibit D – Master Contract Section 3.3 Economic Adjustment, at DES’s discretion, DES can increase your TNE rate based on the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), PCU5416--5416-- issued for Management and Technical Consulting Services. | No |
| Can you confirm that we can be the prime and bring on a subcontractor for one of the three areas? | As for this particular solicitation to development Master Contracts, you cannot submit your bid in conjunction with your bid. If you are awarded a Master Contract, then a Customer hires you to perform work, you can bring on a subcontractor at that point, so long as you have properly completed Exhibit A-1, question 17. | No |
| Is there a location requirement for where the consulting resources working on a project reside? | There is no requirement for where a consultant resides. You can perform work remotely if the customer allows that. If a customer requires you to work on site, it is entirely up to that customer to decide if they want to pay your travel costs in conjunction with state laws, policies and procedures. | No |
| I just want to make sure there isn’t an error in the procurement schedule… Is this really due on a Sunday (1/24) or is this intended to be a due date during the business week? | The bids are due, Sunday, January 24th at 11:59pm. The intent was to give bidders the weekend to work on their responses. DES is wanting to get Master Contracts in place as soon as possible. | No |
| The question-and-answer period is December 17, 2020 – January 10, 2021. Question: Is January 10th the last day to ask questions? Or the last day to publish answers? | The last day to ask questions is January 10th. We will publish the last set of Questions and Answers on WEBS shortly thereafter.  | No |
| Since January 10th is a Sunday, please verify this is the correct date. If so, is there a cutoff time for questions to be submitted on January 10?  | The day to ask questions is, Sunday, January 10th at 11:59pm. The intent was to give bidders the weekend to submit questions. DES is wanting to get Master Contracts in place as soon as possible. | No |
| The proposal is due January 24 by 11:59 PM. Question: January 24th is a Sunday. Is this date correct? | The bids are due, Sunday, January 24th at 11:59pm. The intent was to give bidders the weekend to work on their responses. DES is wanting to get Master Contracts in place as soon as possible. | No |
| Assuming a bidder is planning to respond to more than one (1) category, is DES expecting separate responses for each category or a single response covering multiple categories? | On Exhibit C-2, under “Experience”, each of the 3 Categories will be evaluated separately. Per the instructions, you have 4 page of space for each category you are competing for. Evaluators when evaluating “Experience” will evaluate each category separately. Title each project as follows: “Project 1 / Reference 1 - Organizational Development” and so on, per the samples on Exhibit C-2. If you are competing for all 3 categories, you will have a total of 6 projects listed. If you are going to use the same project for multiple categories, please copy and paste in under the appropriate title. You can also use the same projects for different categories and tweak your response for the category you are submitting for. You only provide one response under “Bidders Organization”, “Quality Assurance”, “Qualifications Essay”, “Commitment to DEI”, and “NTE Rates” sections, and these scores will be the same for each category. As stated above and on the bid instructions, “Experience” will evaluated separately, with a different score for each of the 3 categories (Organizational Development, Change Management, and Management & Business Analysis).  | No |
| Please confirm that DES is looking for only one (1) hourly rate (blended rate across the three (3) solicitation categories and staffing levels). Or is DES looking for separate blended rates for each of the three (3) solicitation categories?  | On the “Hourly Not to Exceed (NTE) Rates, you have to quote an hourly rate for both “Standard Hourly Work Rate” and “Travel to and from worksite(s)”. If the rate is the same for both, please list it twice in both spaces provided. You cannot differentiate rates based on Category. Whatever you quote applies the same to all Categories.  | No |
| In the experience section where the bidder describes specific project experience for each category you ask for “company size” as one of the attributes described. Question: Do you mean the size of the organization (often a state agency) for which the services were provided (i.e., the client’s organizational size) or the bidder’s organizational size?  | On Exhibit C-1, for the instructions on completing the “Experience” section, “size” is in reference to your client’s organization. | No |
| The scoring section, 3.4, specifies a total of 1000 points will be assigned to the bidder’s proposal for evaluation purposes. Question: are the 1000 points applicable to each category?  | 1,000 points are the maximum number of points that will be awarded on Exhibit C-2 – Bidder Response Sheet. Per Section 3.1, there are an additional 150 points for Washington State Procurement Priorities based on your responses on Exhibit A-1. | No |
| In a prime/sub-contracting relationship where the prime bidder qualifies as a small or veteran business, but the sub-contractor does not, will the prime bidder still qualify as a small business?   | For bidding purposes for this Master Contract, bids will be submitted by one company only. If you wish to create another company prior to you submitting a bid for this solicitation, that is acceptable, but the new company needs to be created prior to submitting your bid. If you can get the newly created company certified as a Washington Small Business prior to the bid closing, you bid will be awarded the State Procurement Priority points for Washington Small Business, and if not then no points will be awarded.After award of Master Contracts, if an awarded vendor wants to subcontract work to another vendor, that is acceptable, so long as they have properly completed Exhibit A-1, Question 17. You do not need to provide your subcontractors name(s), This information will only be needed if you are awarded a Master Contract, and then only before you are performing work for a Customer and elect to use a subcontractor. | No |
| The instructions clearly state that the page count in the experience section apply to each category (or 4 pages x 3 categories = 12 pages total, assuming the bidder responds to all 3 categories). However, the page counts in the rest of the document (e.g., Quality Assurance, Qualifications Essay) appear to be the total, regardless of categories responded to. Is that correct? | Under “Experience”, you have 4 pages of space per category. Per category, you can devote 1 page for a project, and 3 pages for the second project. Anything beyond that will not be forwarded to the evaluators.If you quote all three categories, you have the same number of pages per category for a total of 12 pages maximum, but still only 4 pages per category. You **cannot** use 2 pages for the first category, 3 pages for the second category, and 7 pages for the next category.Any pages you submit above the 4 pages maximum per category will not be forwarded to the evaluators. |  |
| Exhibit A-1#18 says to be considered a Small Business the Bidder must meet “two (3) requirements”. Should this read “the bidder must meet two (2) of three (3) requirements”.  | What you are seeing are only requirements. To become certified as a Washington Small Business, you need to contact the Washington State Office of Minority & Women’s Business Enterprises (OMWBE) and have them certify you. See the following hyperlink: [OMWBE Certification](https://omwbe.wa.gov/certification) for more information. To receive preference points for being a Washington Small Business, you need to obtain your certification prior to bid closing. |  |

Bids for 05914 awardees: <https://wades.app.box.com/s/bjxw6q6fh8460v3g7mkbi7r53epm59zx>

OMWBE Certification link: <https://omwbe.wa.gov/certification>

This completes answers to all questions received prior to Friday, December 29, 2020 at 5:00pm Pacific Time. If your question was not answered, please resubmit your question.

The Question and Answer period ends on Sunday, January 10, 2021 at 11:59pm Pacific Time.

# Question & Answer # 3

01620 – Business Consulting Services

This document is posted to capture the questions received during the question & answer period for -1620 – Business Consulting Services. This document is the official response to the questions received.

Questions or responses included in this document require changes to the solicitation documents. The solicitation has been updated in Exhibit A-1 Number 18 and posted on WEBS as “01620 Exhibit A-1 Bidder’s Certif Rv 1”. Changes is detailed below and highlighted in yellow.

Exhibit A-1 Number 18 changed **from:**

Washington Small Business. Bidder certifies as follows (must check one):

* *Washington Small Business*. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, bidder must meet two (3) requirements:
	+ Bidder’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
	+ Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).
	+ Bidder must have certified its small business status in [WEBS](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx).

or

* *Not Washington Small Business*. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

**To:**

Washington Small Business. Bidder certifies as follows (must check one):

* *Washington Small Business*. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, bidder must meet the following three (3) requirements:
	+ Bidder’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
	+ Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).
	+ Bidder must have certified its small business status in [WEBS](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx).

or

* *Not Washington Small Business*. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

Previous updates were listed on “01620 Solicitation, Rv 1”, in Section 2, No. 1, and the change is detailed below:

* Changed from:

“In awarding Master Contracts, of the up to eight (8) potential Master Contracts per category, Enterprise Services intends to award up to our (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders. Enterprise Services reserves the right to award less than eight (8) total Master Contracts per category.”

* Changed to:

“In awarding Master Contracts, DES intends to award eight (8) Master Contracts per category. Further, Enterprise Services intends to award up to four (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders, then four additional (4) awards to the highest scored, responsive, responsible Bidders.”

Any additional questions regarding this solicitation must be directed to the Procurement Coordinator listed below.

Clayton Long, Contracts Specialist 3

Cell (Best): 409-789-6209

Work: 360-407-8508

DESContractsTeamCedar@des.wa.gov

| **Question** | **Response** | **Did this change the solicitation?** |
| --- | --- | --- |
| Thank you for the quick reply in response to Questions related to the above solicitation. I noticed your response to my question about qualifying as a small business, but I am still confused. I visited the OMWBE website, but the “Small Business” certification categories are limited to Women-Owned, Minority-Owned and similar categories. There doesn’t appear to be a Small Business certification that aligns with RCW 39.26.010 (see definitions from the RCW below). My question is this: Is the intent of the procurement to award four (4) contracts to Small Businesses per the definitions in RCW 39.26.010 (a shown below)? I don’t see an opportunity to be “certified” by OMWBE as a Small Business. My firm is an in-state business (corporation) with fewer tan 50 employees and gross revenues less than $7 M annually as reported on our tax return. We can certify as such. We are not woman-owned, minority-owned or veteran-owned. Is the intent of the solicitation to award 4 contracts to small businesses (even if NOT women-owned, minority-owned?). I am still confused 😊Excerpt from “Definitions” within RCW 39.26.010 (highlight added)*(22) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:**(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:**(i) Fifty or fewer employees; or**(ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or**(b) Is certified with the office of women and minority business enterprises under chapter*[***39.19***](https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapp.leg.wa.gov%2FRCW%2Fdefault.aspx%3Fcite%3D39.19&data=04%7C01%7CDESContractsTeamCedar%40des.wa.gov%7Cfe65de41e7ad45eed82a08d8ad1a6467%7C11d0e217264e400a8ba057dcc127d72d%7C0%7C0%7C637449676173303238%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=uhtidrOb6dBfEdJJ4oDGsEeIrUlyrlG6vfZc5E5nt9s%3D&reserved=0)*RCW.* | In my earlier response, I referred you to the OMWBE on becoming certified as a Washington Small Business. This was not correct. You self-certify on Exhibit A-1, Number 18. It does not require the approval of anyone other than yourself stating that you company meet all of the 3 requirements listed. There was an error on DES’s bid template on the aforementioned which has been corrected above and highlighted in yellow. Besides certifying on Exhibit A-1 that you meet requirements #1 and #2, and **you must update your WEBS profile (#3) certifying that you are a Washington Small Business.\*** \*Questions about updating your Small Business status on WEBS may be directed to WEBSCustomerService@des.wa.gov or by calling (360) 902-7400, 8:00 a.m. to 5:00 p.m., Monday – Friday.Keep in mind that by signing Exhibit A-1, you are certifying that all statements are true and correct under penalty of perjury under the laws of the State of Washington.  | Yes |
| I am reaching out regarding the open bid for the Master Contract, 01620.  In the version of the q&a from 12/24 it contained a question about the amount of insurance required. However, that question seems to be missing from the latest version of the q&a that is online. Has the $2 million requirement changed? Can you clarify? | The Question & Answer posting do not include the previous posting’s Questions & Answers. The insurance requirements have not changed and are listed on Exhibit D – Sample Master Contract on pages 18 – 20. Note: You are not required to have this insurance to submit a bid for this solicitation. If you are designated as an Apparent Successful Bidder (ASB) you will need to have the required insurance prior to signing your Master Contract. | No |
| We understand that 01620 Exhibit C-2 - Bidder Response Sheet must be submitted in Word format. However, since 01620 Exhibits A-1, A-2, and A-3 require a signature, can we submit those documents a separate PDFs once the signature has been obtained?  | You should **submit all documents in Word format as stated on the bid.** Besides reasons stated on Questions & Answers 1 & 2, if we (DES) allow some bidders to submit in PDF format, when it comes time to determine the Apparent Successful Bidders (ASBs), bidders who submitted their bids in the correct Words format could protest, asking that bidders who submitted their bids in PDF format be deemed nonresponsive. We accept electronic signatures, so by typing your signature and emailing us the documents, that meets the legal requirement.If you want an actual signature, do something similar to what I do with my signature below: | No |
| In the sample Contract, there is no language addressing IP or Licensing requirements. If a Master Contract award is made, will IP licensing requirements (if required for a given solution) be covered in individual statements of work pursued by the various state agencies? | Intellectual Property Rights and/or Licensing will are not addressed on this Master Contract. This will be addressed between the Contractor and Customer when drafting contracts for an actual scope of work for specific projects. | No |
| For the Qualifications Essay section. If we are bidding on all three categories, are we limited to 8 pages total for the entire Qualifications Essay section that includes all three categories?  Or, do we have 8 pages total for each category? For example, do we have 8 pages for Organizational Development, 8 pages for Change Management, and 8 pages for Management and Business Analysis?  Or is it limited to 8 pages total that includes all three categories? | You are only allowed to submit one Qualifications Essay regardless of the number of Categories you are bidding on. You have 8 pages regardless of how many categories you are bidding on. The 8 pages is for all three categories. On another note: Only under “Experience” are you allowed more space depending on how many categories you are competing for, and then only 4 pages per Category.  | No |
| Does Washington State already use a specific Change Management Methodology that is preferred across all state agencies? Or is it on a case-by-case basis for the specific agency seeking to contract for services? | There is no specific Change Management Methodology that is preferred. It will be on a case by case basis depending on the customer’s needs. | No |
| When working on “Experience”, if I bid on all three categories, can I use my 12 pages by submitting more information on one category than the other categories? | No. You can only use 4 pages for each specific category. If you submit 7 pages for a specific category, only your first 4 pages will be submitted to the evaluators for consideration. | No |
| If I submitted my bid in PDF format, what do I do?  | Resubmit your bid in Word format with a short note on your email stating the reason for resubmission. At this point, if you submit your bid in PDF format, DES will not contact you to correct your bid. | No |
| Exhibit B, Performance Requirements, specifies: “Bidder agrees to offer all of the disciplines below for this category and as further defined in Purchaser’s scope of work “ in the first paragraph of each business consulting category.  Our company has years of experience in all of the categories related to coaching, but little experience in Diversity, Equity and Inclusion as a discipline.  Is it a requirement that bidders demonstrate experience and expertise in all of the disciplines?  Is it acceptable to use subcontractors to fulfill the requirement to offer services in a discipline where the primary contractor lacks experience or expertise?  If yes, must the subcontractor be identified in the proposal? | For purposes of this solicitation to award Master Contracts, you cannot list subcontractors to meet the requirements. Subcontractors only come in to play after Master Contracts have been awarded. After award of Master Contracts, when awardees are proposing to, and/or performing work for a customer, then they can use subcontractors.All that said, on Exhibit B, Diversity, Equity and Inclusion (DEI) is not a category. Where Exhibit B references Diversity. Equity and Inclusion (DEI), it is basically stating that you must follow Washington state’s guiding principles Diversity. Equity and Inclusion (DEI). If you are awarded a contract, you will be required to them. Since DEI is not a category, you by no means have to be an expert on DEI. When answering the “Commitment to Diversity, Equity, and Inclusion (DEI)” on Exhibit C-2 best you can. For ideas on how to answer see the embedded links in this question, but as stated on the bid, **do not cut and paste your answer from them**. I have also listed the links as follows: * DES’s [Washington State Enterprise Leadership Competencies](https://des.wa.gov/sites/default/files/public/documents/Training/LeadershipDevelopment/Leadership_Competencies.pdf?=420bb)
* OFM’s Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](https://ofm.wa.gov/state-human-resources/workforce-diversity-equity-and-inclusion/diversity-equity-and-inclusion-resources/dei-committee-documents), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”.
 | No |

This completes answers to all questions received prior to Friday, January 5, 2021 at 5:30pm Pacific Time. If your question was not answered, please resubmit your question.

The Question and Answer period ends on Sunday, January 10, 2021 at 11:59pm Pacific Time.

# Question & Answer # 4

01620 – Business Consulting Services

Questions or responses included in this document require changes to the solicitation documents.

1. The solicitation has been updated on “01620 Solicitation, Rv 2”, in Section 4.5, which will be posted through WEBS at the same time as Questions & Answers # 4, and the change is detailed below:

Before Change (less strikethrough):

**4.5 Bid Format**. Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word~~, MS Excel, or Adobe PDF~~.

After Change on posted on WEBS as “01620 Solicitation, Rv 2”

**4.5 Bid Format**. Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word.

1. The solicitation has been updated on “01620 Exhibit C-1, Bids Instructions Rv 1”, under “General Instructions”, which will be posted through WEBS at the same time as Questions & Answers # 4, and the change is detailed below:

Before Change:

Enterprise Services requires bidders to not include any company names, logos, employee’s names, or other specifically identifiable information in their responses on *Exhibit C-2 - Bidder Response Sheet*, as evaluators will conduct blind evaluations. The only place where your company’s name should be on the submittal is in the header. Anonymity is required in order to ensure an unbiased review and award of Master Contracts resulting from this procurement. DES will remove your company’s name from the header prior to forwarding to the evaluators.

After Change on posted on WEBS as “01620 Exhibit C-1, Bids Instructions Rv 1”,

Enterprise Services requires bidders to not include any company names, logos, employee’s names, or other specifically identifiable information in their responses on *Exhibit C-2 - Bidder Response Sheet*, as evaluators will conduct blind evaluations. The only place where your company’s name should be on the submittal is in the header. Do not include the names of clients/customers in your response, as this could identify your company. Anonymity is required in order to ensure an unbiased review and award of Master Contracts resulting from this procurement. DES will remove your company’s name from the header prior to forwarding to the evaluators.

1. The solicitation has been updated on “01620 Exhibit C-1, Bids Instructions Rv 1”, under “Experience”, which will be posted through WEBS at the same time as Questions & Answers # 4, and the change is detailed below:

Before Change:

**Experience (Mandatory, Scored 200 points)**

Describe two (2) projects Bidder’s organization has completed in the past 5 years in each of the categories (Organizational Development, Change Management, and Management and Business Analysis) checked in the “Category(s) that your company is bidding on” section above. Bidders will be allowed up to four (4) pages per category they are bidding on. How a bidder’s allotted pages for the category are used is up to the bidder. If a bidder wants to use one (1) page to describe a project, and three (3) pages to describe another project, that is acceptable as long as they do not exceed their (4) allotted pages. Provide at a minimum, the goals, scope, actions taken to achieve the goals, size of the company, length of time and results. Make sure the references provided in *Exhibit A-2 – Bidder’s Profile* can provide evidence of client satisfaction for each of the projects described. Make sure it is clear which reference is for each project and/or category. References are not a scored item, but Enterprise Services reserves the right to verify information, and an unsatisfactory response could be grounds for disqualification. If a bidder is using the same project for a different category(s), they must duplicate (*copy and paste*) the project under the appropriate Project / Reference space.

After Change on posted on WEBS as “01620 Exhibit C-1, Bids Instructions Rv 1”,

**Experience (Mandatory, Scored 200 points)**

Describe two (2) projects Bidder’s organization, or an employee of your organization has completed in the past 5 years in each of the categories (Organizational Development, Change Management, and Management and Business Analysis) checked in the “Category(s) that your company is bidding on” section above. Bidders will be allowed up to four (4) pages per category they are bidding on. How a bidder’s allotted pages for the category are used is up to the bidder. If a bidder wants to use one (1) page to describe a project, and three (3) pages to describe another project, that is acceptable as long as they do not exceed their (4) allotted pages. Provide at a minimum, the goals, scope, actions taken to achieve the goals, size of the company, length of time and results. Make sure the references provided in *Exhibit A-2 – Bidder’s Profile* can provide evidence of client satisfaction for each of the projects described. Make sure it is clear which reference is for each project and/or category. References are not a scored item, but Enterprise Services reserves the right to verify information, and an unsatisfactory response could be grounds for disqualification. If a bidder is using the same project for a different category(s), they must duplicate (*copy and paste*) the project under the appropriate Project / Reference space. If your company can only provide one project, then the maximum amount of points that can be awarded for Experience is 100 points.

Any additional questions regarding this solicitation must be directed to the Procurement Coordinator listed below.

Clayton Long, Contracts Specialist 3

Cell (Best): 409-789-6209

Work: 360-407-8508

DESContractsTeamCedar@des.wa.gov

| **Question** | **Response** | **Did this change the solicitation?** |
| --- | --- | --- |
| “in Exhibit C-2 Experience (4 pages for each category) you mention the need for two examples not to exceed 4 pages for each category. If we have more than 2 client descriptions, may we provide more than two examples, as long as we do not exceed the 4 page limitation for each category?” | You must provide two (2) examples, but no more than two (2) examples per category. You may not provide any additional examples. If you provide more than two (2) examples, at best, the additional examples will be deleted prior to forwarding to the evaluators. At worst, your bid could be determined to be nonresponsive. | No |
| Small Business:  Our firm is an OMWBE-certified WBE and DBE firm with revenues that place us in SBA’s micro-business category. Please confirm that we are considered an eligible “small business” for these contracts. | Small business determination is not affiliated with OMWBE, this is a Department of Enterprise (DES) policy. You self-certify on Exhibit A-1, Number 18. It does not require the approval of anyone other than yourself stating that you company meet all of the 3 requirements listed. There was an error on DES’s bid template on the aforementioned which has been corrected above and highlighted in yellow. Besides certifying on Exhibit A-1 that you meet requirements #1 and #2, and **you must update your WEBS profile (#3) certifying that you are a Washington Small Business.\*** \*Questions about updating your Small Business status on WEBS may be directed to WEBSCustomerService@des.wa.gov or by calling (360) 902-7400, 8:00 a.m. to 5:00 p.m., Monday – Friday.Keep in mind that by signing Exhibit A-1, you are certifying that all statements are true and correct under penalty of perjury under the laws of the State of Washington. The language on this was updated and distributed on January 5, 2021 through WEBS and titled “01620 Exhibit A-1 – Bidder’s Certif Rv 1”, and addressed on “Question and Answer # 3”, posted at the same time. | No |
| Exhibit C-2 Bidder Response Sheet: Please clarify if one reviewer, or multiple reviewers, will review our proposal. We are submitting under only one contract category.  We are deciding whether to be repetitive in our answers under each section.  | This depends on how many reviewers are available, and the number of bids received. Due to the large turnout at the PreBid, we are anticipating a large number of bids. If this is the case, in all likelihood there will be only one (1) evaluator for:* Bidder’s Organization
* Quality Assurance
* Qualifications Essay
* Commitment to DEI

Since bidders can bid on 1, 2 or 3 categories, then in the “Experience” section of Exhibit C-2, there will in all likelihood be three (3) evaluators.Again, none of the above is set, and could change due to circumstances. In addition, there is nothing wrong with being repetitive under your responses, but I can’t say how an evaluator will see it if they were to have to review more than one response on this bid due to lack of evaluators. If this scenario does happen, that evaluator will be instructed to evaluate the responses separately. | No |
| I am reaching out regarding the open bid for the Master Contract, 01620.  In the version of the q&a from 12/24 it contained a question about the amount of insurance required. However, that question seems to be missing from the latest version of the q&a that is online.  Has the $2 million requirement changed? Can you clarify? | This is a duplicate question, and the answer was already been posted on “Questions and Answers # 3” on January 5, 2021 @ 5:30pm Pacific Time.We do not list the previous “Questions and Answers” again when posting a new “Questions and Answers”.The insurance requirements have not changed and are listed on Exhibit D – Sample Master Contract on pages 18 – 20. Note: You are not required to have this insurance to submit a bid for this solicitation. If you are designated as an Apparent Successful Bidder (ASB) you will need to have the required insurance prior to signing your Master Contract. | No |
| Hello. Can you please clarify the distinction between what kind of content/response the reviewers might like to see in the "Bidder's Organization" section vs. the "Qualifications" section? I'm finding that our drafted response might be nearly identical for both questions, is that acceptable, especially since different reviewers might be assigned to each question?  | I am unsure of what each individual evaluator will be looking for in responses. We understand that some questions are similar in nature. Due to the large turnout at the PreBid, we are anticipating a large number of bids. If this is the case, in all likelihood there will be only one (1) evaluator for:* Bidder’s Organization
* Quality Assurance
* Qualifications Essay
* Commitment to DEI

Since bidders can bid on 1, 2 or 3 categories, then in the “Experience” section of Exhibit C-2, there will in all likelihood be three (3) evaluators.Again, none of the above is set, and could change due to circumstances. In addition, there is nothing wrong with being repetitive under your responses, but I can’t say how an evaluator will see it if they were to have to review more than one response on this bid due to lack of evaluators. If this scenario does happen, that evaluator will be instructed to evaluate the responses separately. | No |
| Are we able to use references, past projects or information in our qualification essay from a Subcontractor we have worked with in the past and with whom we intend to partner on the 3 categories if awarded? | You cannot list a reference or subcontractor by name anywhere on Exhibit C-2 so as to maintain your anonymity to the evaluators. In addition, we do not need a reference from one of your subcontractors as they are in essence your employee.Although not part of your question, under your “Experience” response on Exhibit C-2, you are required you to list references on each project you describe on Exhibit A-2 under references, in the corresponding “Reference” table.Example: **Reference 1 - Organizational Development** from Exhibit C-2, should have the identifying information listed under the corresponding title under “References” on Exhibit A-2  | No |
| We need to know what to put if we are not registered with the state in these two instances below. Basically do we need to register as a Washington State company before we submit the bid? *Questioner then posted a picture from Exhibit A-2 listed below:* Washington State Department of Revenue Registration Number:Note: This is the Unified Business Identifier (UBI)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | If your company is not registered to do business in Washington, that does not prevent your company from submitting a bid, but we will not be able to finalize a contract with your company until you are. I would suggest you start the registration process now to prevent delays if you are designated as an Apparent Successful Bidder (ASB). If you are not registered at the time of your bid submission, please list your UBI number as “pending”. I would also suggest you start getting set up with OFM [Statewide Payee Desk](https://ofm.wa.gov/it-systems/statewide-vendorpayee-services). In the event you are awarded a Master Contract, state agencies and other entities will not be able to pay you are registered. My understanding is that there is on average a 60 backlog at OFM on this. | No |
| Does our being a Maryland SDVOSB qualifies us as a 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), for the purposes of this solicitation?  If not, we will put together the paperwork.   Thank you for your response. *Questioner then posted a picture from Exhibit A-2 listed below:*Is your firm certified as Veteran Owned with the Washington State Department of Veteran Affairs?Yes [ ]  No [ ] If yes, provide WSDVA certification no. \_\_\_\_\_\_\_\_\_\_. | Your Maryland veteran’s certification does not qualify you as “Veteran Owned with the Washington State Department of Veteran Affairs”. You need to have been certified by the [WA Department of Veteran’s Affairs](https://www.dva.wa.gov/) prior to submitting your bid to qualify for preference points. In addition to Exhibit A-2, after you are certified with the [WA Department of Veteran’s Affairs](https://www.dva.wa.gov/), you also need to complete the corresponding section on Exhibit A-1. | No |
| Per Exhibit D – Master Contract Section 3.3 Economic Adjustment, the contractor may request and annual price adjustment 12 months after the effective date of the Master Contract.  Are their any guidelines on what can be requested or does the Contractor have to align their percentage change increase with the United States Department of Labor, Bureau of Labor and Statistics Product Price Index? | Whether you are granted a cost adjustment is at the discretion of the Department of Enterprise Services (DES). If DES does grant you a cost adjustment, it will be no more that the increase that has occurred in the PPI listed in Exhibit D – Master Contract Section 3.3 Economic Adjustment. Since the NTE rate adjustment is solely at the discretion of DES, you should consider a bidding a rate that you will satisfy your company’s needs for the next 6 years in case DES elects to not increase your rate. After award of a Master Contract, you can always charge a lesser rate when you are negotiating with customers who are considering hiring your company to perform actual work. | No |
| With regards to rate setting, will the newly awarded contract(s) be subject to any prior rate cards or maximum billable rates as set forth in other contracts/statements of work with the State of Washington and the Vendor? Or, are these rates applicable only to delivery against the 3 performance areas as outlined in the RFP as it relates to new statements of work? | Your “Not to Exceed (NTE)” hourly rates on this Master Contract will not be subject to any other rates on any other contracts/statements of work your company has that are not connected to the resulting Master Contracts from this bid. The NTE rates you quote on this bid will be the maximum rates your company will be able to charge on any contracts that are subsequently awarded to you by customers who award work to your company based of the resulting Master Contracts. The NTE rate you quote on your bid will apply to all 3 performance categories (Organizational Development, Changes Management & Management and Business Analysis), and only to these categories.   | No |
| Section 4.15 Master Contract Transition, states:Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.Does the 60 day transition period occur before or after contract expiration or termination? | This clause is in the event your company is sold to someone else of is merged into another company. It is stating that in the event the aforementioned occurs, the company that has now assumed the Master Contract has 60 days to complete the merger in a smooth transition, with no costs to the DES, the State of Washington or any customers using this Master Contract. This section does not have anything to do with contract expiration and/or termination. | No |
| Section 8.3.   ANNUAL MASTER CONTRACT SALES REPORT**.**  Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report.  Such report shall include, at a minimum: Service description and Master Contract price.  This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.When is the annual report due and must the Contractor report zero sales if there are no Master Contract sales during the annual period? | Annual sales reporting, not to be confused as quarterly sales reporting, should be submitted by January 31st after the previous year. If there are not sales, you must still report, same as quarterly reporting. | No |
| We’ve reviewed the Master Contract in Exhibit D and are wondering: are respondents allowed to negotiation the Master Contract as part of the bid submission, after the bid submission if deemed a successful bidder, or must the terms & conditions indicated in Exhibit D be accepted as-is? | The terms and conditions of the Master Contract must be accepted as is. All bidders are competing on the same terms and conditions, and it would be unfair to modify them for particular bidders. | No |
| We understand that we need to limit where company identifying information is shared. Can you confirm that we’ve identified the correct locations where we can use our company or individuals’ names: * Exhibit A-1, A-2, A-3 in the designated locations
* Exhibit C-2, but only in the Header (our understanding if that the header will be changed prior to sharing with evaluators)

Is the above accurate? | What you have stated is accurate. The only place on Exhibit C-2 that you can list identifying information is in the header. Exhibit C-2 is what will be forwarded to evaluators to perform evaluations, and your company anonymity needs to be maintained.You can list your company information on all the other required documents you submit.You must submit references on Exhibit A-2 that correspondence to the “Experience” section on Exhibit C-2. | No |
| Can you confirm that we must use the specific templates you’ve provided, submitting them each as independently attached documents? | You must use the templates you have been provided and you should submit them independently. You must also submit them in Word format.  | No |
| Will the Services require that the Contractor have access to confidential and sensitive information such as Personally Identifiable Information (PII) or Protected Health Information (PHI)?  | Some customers may have work that requires the Contractor to access Personally Identifiable Information (PII) or Protected Health Information (PHI). Some Customers will not require you access PPI and PHI. | No |
| Can you please confirm that standard hourly wage rates can be broken down by employee level? | The Not to Exceed (NTE) hourly rates cannot be broken down by employee level for this bid. After a company is awarded a Master Contract, and when negotiating with a Customer, then you can negotiate with the Customer a pay level based on employee title.  | No |
| Can more than two projects be described by category within the “Experience” section?  The current instructions provided identify two. | You may not provide any additional examples. If you provide more than two (2) examples, at best, the additional examples will be deleted prior to forwarding to the evaluators. At worst, your bid could be determined to be nonresponsive.In addition, you must provide two (2) examples, but no more than two (2) examples per category.  | No |
| Will partial points be awarded for a bidder who partners with a certified small business subcontractor where the primary bidder is not a certified small business? | For this bid you cannot partner with any other company to submit a bid. Since this is not allowed, partial points will not be awarded. | No |
| "Previous questions have asked about the requirement in Exhibit B-Performance Requirements, Additional Requirements for All Categories #9 relating to a legal consultant. Since the Department has indicated that "bidders are not required to have a legal background, but if this should become an issue, this principle will reply", would the Department consider modifying #9 to reflect, "If applicable, a consultant with a legal background..."? | The Additional Requirements were written by persons with expertise in Diversity, Equity and Inclusion (DEI). They are not a category of work to be performed, but principles that Washington State Government practices and follows. These additional requirements are required to be followed by any company awarded a Master Contract off this bid. If your company, when performing work off this Master Contract, practices DEI principles, this will never become an issue. The language in Additional Requirements will not be modified. | No |
| Are we able to provide an hourly not to exceed rate for each category, or do we need to roll this up across the categories? | The Not to Exceed (NTE) Rate is the maximum hourly rate your company will charge. The rate you quote will apply to all categories. | No |
| May we include images that do not reference our firm, by name or otherwise, with font that is less than the requirement due to image re-sizing in support of demonstrating our capabilities or story?   | You can include tables, graphs, etc. These images may contain lesser font size in the image, unless it is apparent that the bidder is trying to circumvent the font size requirement.  | No |
| Do you place greater weight on the demonstration of a variety of projects, size of the project, well-known clients, or another variable? | Evaluators will consider all aspects in the bidder’s submission. As to what the evaluators weigh more heavily is up to them. As far as your comment about “well-known clients”, per the instructions, you are not to include this information on Exhibit C-2. Your client’s names is not be seen by evaluators to maintain anonymity.   | No |
| If we have done substantial work for the State of Washington, is there any objection to using state employees as references if they are not a rater for this solicitation? | You can describe projects that you performed for the State of Washington in “Exhibit C-2”, but you cannot list the entities name, of employee’s names on Exhibit C-2.You are required to list the information (entity and person) of the corresponding project on Exhibit A-2 under References. | No |
| Once contracts are awarded, will there be a way to let potential customers know more about services offered by successful bidders? For example, we offer Organizational Development programs that we cannot specifically name in our bid because our company might be identified by that information. | After award of Master Contracts, your company information will be posted on Washington Department of Enterprise Services [Contracts](https://apps.des.wa.gov/DESContracts/). It is in DES’s interest to have potential customers be able to see what your company does. If you provide us a link to your company information, we can add to you information on our site. Please provide your company website information on Exhibit A-2. | No |
| Exhibit D – Sample Master Contract, subsection 9.1 (p. 10)Will the State please revise this language to clarify that “books, records, documents, and other evidence” will apply only to final deliverables and invoices? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D – Sample Master Contract, subsection 9.2 (p. 10)Given the privacy and confidentiality requirements of other clients, will the State please revise the audit provision to provide: (a) reasonable notice to the contractor prior to any audit to ensure appropriate access can be granted; and (b) limit the audit to being performed by employees of the State itself to ensure the contractor’s confidential information is maintained? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D- Sample Master Contract, subsection 11.1 (p. 11)Will the State please revise this subsection to (i) provide clarity that consultant’s role and work does not supplant the State’s management or other decision making bodies; (ii) clarify that neither party shall be liable for lost profits, or other indirect, consequential, incidental, punitive or special damages; and (iii) limit liability to third-party claims arising out of the services delivered under this contract? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D- Sample Master Contract, subsection 11.2 (p. 10)Will the State please revise the indemnification to clarify the requirement applies only to “grossly negligent or willful misconduct” of the contractor? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D – Sample Master Contract, subsection 13.1 (p. 11)In keeping with standard contract practices, will the State please provide a written ten (10) day cure notice before undertaking any termination for default? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D – Sample Master Contract, subsection 13.2 (pp. 11-12)Will the State please add “material” to paragraphs (a) and (b) to ensure that the contract is only terminated for default based on a solid, material basis? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D  - Sample Master Contract, subsection 14.1Will the State please revise the “Time is of the Essence” clause to state “Timely Performance is important to successful contract completion”?  “Time is of the Essence” is a legal term of art that implies that a one delay can cause material harm and is generally inappropriate for consulting services. | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D – Sample Master Contract, subsection 14In order for contractors to bring the best of their capabilities, including pre-existing intellectual property developed by the contractor at its own expense, will the State please consider adding language protecting such pre-existing IP and/or provide in the Master Contract that intellectual property will be addressed at the task order level? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| Exhibit D – Sample Master Contract, subsection 14.9 (p. 13)Will the State please add language to this subsection providing the contractor with notice prior to releasing a contractor’s “documents” so that the contractor can remove and/or protect any proprietary/confidential information? | This is standard contract language for all Department of Enterprise Services (DES) Master Contracts and will not be revised. | No |
| I have a question regarding the degree requirements  from the solicitationDoes Masters in Computers applications (with subjects like Essentials of management) and Bachelors in Technology (Mechanical and  Electronics)  (4 years engineering degree) from India satisfies the degree requirement ?Also, does 15 + years in business analysis, change management etc. satisfies the degree requirement ? | A Masters in Computers applications (with subjects like Essentials of management) and Bachelors in Technology (Mechanical and Electronics) and (4 years engineering degree) from India all satisfy the degree requirement.15 + years in business analysis, change management etc. does not satisfy the degree requirement, however the aforementioned does meet the experience requirement. Perhaps you were meaning to refer to experience. | No |
| I was also hoping you can point us to some records that will help us identify fair and standard hourly rates that state agencies offer ?What resources can we refer to for identifying accurate rates vendors have been paid previously ? | For current Not to Exceed (NTE) rates on current Master Contracts, click on the contract links listed below, then from the drop down menu under “Current Documents:” select: “Rates & Points of Contact”[05914 Organization Development](https://apps.des.wa.gov/DESContracts/Home/ContractSummary/05914)[06914 Management Analysis](https://apps.des.wa.gov/DESContracts/Home/ContractSummary/06914)[06915 Business Analysis](https://apps.des.wa.gov/DESContracts/Home/ContractSummary/06915)As far as what customers are actually paying while using the above Master Contracts, I do not have access to that information, but it cannot be any more than the listed NTE rate. | No |
| How many hours per week does Washington State envision the awarded consultants to work in each of the three (3) service categories?  | This is undetermined. It will depend on the needs of the users of this Master Contract. Keep in mind that not only do State Agencies use this Master Contract, so do Washington political subdivisions. For information on past usage, see “Solicitation Rv1”, Section 2, No.4 – Estimated Sales.  | No |
| Due to the ongoing Covid-19 pandemic, what ratio of the work under this Contract is expected to be performed virtually vs. on-site?  | This is undetermined. Whether work is performed on-site or remotely is up to the customer’s needs. I will say that even prior to the Covid-19 situation, some of this work was being performed remotely. | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.The Minimum Qualifications state “the principal of the company must have at least a bachelor’s degree in business, management and leadership, organizational leadership, business law, project management, executive coaching, change management, business analysis, or related field.”**Question:** We are aware of your previous response expanding the definition of “the principal of the company…” However, we continue to have a related question. Can the qualifications of senior staff who will be working on this contract meet this requirement in lieu of a principal of the company?**Question:** Will post-graduate certificates for a principal of the company meet the requirements in lieu of a bachelor’s degree?  | The requirement for a bachelor’s degree can be fulfilled by a senior staff who will be working on this contract meet this requirement in lieu of a principal of the company.I do not understand what you mean by post-graduate, but if you are referencing a Masters of higher, that fulfills the education requirement. You company has to have on staff someone with at least a Bachelors degree. | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.The three categories do not follow industry standards and are very narrowly defined. For example, “Organization Development” is focused on Coaching. There is so much more to Organization Development than Coaching. Coaching is a way to work with people. In itself, it is not Organization Development. The same is true for “Change Management.”  The category calls for some general approach skills that again seem to focus on coaching but then specifically calls out Strategic Planning and Process Improvement.  Again, there is more to Change Management than these two services. Likewise, for “Management and Business Analysis” where the category calls for an emphasis on financial analysis. We would be happy to provide you with information regarding the additional type of services that fall within Organization Development and Change Management if you would find it helpful. **Question** - Will DES revise the Solicitation to reflect industry standards? | The Performance Requirements were developed by 31 stakeholders from state agencies and political subdivisions in the state of Washington. We will not revise the Performance Requirements. | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.The specifics contained within the categories are very prescribed. They refer to long-standing approaches, allowing no room for leading edge or alternative options that might better meet an individual client’s specific need.  Here are some examples:Organizational Development, Team Development Coaching – “coaches lead teams through accepted team development techniques to include five stages of team development …”  This is a very old approach to team development and there are newer approaches that better address the realities of today’s world. Change Management, item e. - “utilize accepted change management practices to include at a minimum the 16 principles of change management …”  There are many other very effective approaches to change management. We have used many of them in our projects in the past.Change Management, Strategic Planning – “utilize accepted planning strategies to include these five stages …”  There are other effective planning strategies.  Why is Strategic Planning here instead of, or also, under Organization Development where it is often used as a tool? Another fundamental tool, SWOT analyses, is not even mentioned.Change Management, item d. – “… while change management solely refers to how people and teams are affected by organizational transitions …” That is an extremely limited view of change management that does not reflect our practical experience.Additional Requirements for all Categories – “apply a wholistic and systematic approach to improve performance through root cause analysis.”  There are other ways to approach performance improvement which are equally, if not more, effective depending on the organization and circumstance. | Department of Enterprise Services (DES) will not deem your answers unresponsive for the reasons you state, however the Evaluators, who will not be from DES’s Contracts and Procurement Section, may score your responses lower if your responses deviate from the Performance Requirements.You need to make sure you follow the instructions on the bid to receive the best score possible. The bid states that all questions should be submitted to: DESContractsTeamCedar@des.wa.gov If you submit your bid directly to me instead of: DESContractsTeamCedar@des.wa.gov, your bid could be determined to be unresponsive.  | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.There are ways the RFP is unfriendly to small businesses.  Organization Development – “bidder agrees to offer all of the disciplines below for this category” which assumes a level of scope and capacity that can be difficult for a small business to illustrate over a 5-year period. It appears by its nature and breadth that this solicitation will inadvertently exclude highly qualified Washington State micro- and mini- businesses who are adept at working with agencies on specific problems and issues. Change Management and Management and Business Analysis include similar statements which assume a level of scope and capacity that can be difficult for a small business to illustrate and inadvertently limit the ability of small, micro- and mini- businesses to qualify for this solicitation.**Question:** Will DES consider restructuring this solicitation to make it friendlier to small, micro- and mini- businesses? | The award structure on this solicitation is to award 8 Master Contracts per category, with 4 of the 8 required to be Washington Small Business or Washington Veteran’s Business. In addition, there are another 100 points that can be awarded for Washington Small Business and/or Veteran’s Businesses, so the award structure is the exact opposite of what you state.DES will not restructure this the award structure. | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.We understand that the “Additional Requirements for all Categories” has been clarified in the Q&A, but it still seems unclear. Particularly the last three (#’s 7, 8 and 9), are burdensome to a small business. **Question:** Has the State considered a small, micro-, mini- business solicitation and a large business solicitation to provide a broader range of options? Small businesses do not have the range of capabilities larger businesses do, yet the requirements for both are the same.  | As stated in the answer your previous question, the award structure on this solicitation is to award 8 Master Contracts per category, with 4 of the 8 required to be Washington Small Business or Washington Veteran’s Business. In addition, there are another 100 points that can be awarded for Washington Small Business and/or Veteran’s Businesses, so not only is your comment incorrect, it is the exact opposite.The answer to your question is, DES developed the award structure to allow small business the ability to compete on this bid. | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.We understand that there are currently 200 firms that have been contracted under the three existing contracts.  With the award of these 01620 – Business consulting Services that number will be reduced to 24 at the most (there may be fewer than 24 if some firms get accepted under more than one category).  **Question:** Would it not be beneficial for interested “client” agencies to have more options to choose from based on bidders offering the Organization Development, Change Management, and Management & Business Analysis services they excel in, instead of having firms that do everything, or firms that all do everything the exact same prescribed way, but potentially not as well, within a category?  Again, the requirement that the “bidder agrees to offer all of the disciplines below for this category” is unfriendly to a small business. | The previous Master Contract for these services did not require any competition to be awarded a Master Contract. Basically if a company said they had an Associate’s Degree in anything and a couple of years of experience, they were awarded a contract. That’s how we ended up with 200 plus vendors on Master Contracts. Secondly, since there was no competition, the end users of these contracts had to take bids if there scope of work exceeded their bid limits, thus the prior contracts did not benefit the users, and in fact were more of a hindrance.For the reasons stated above, it would not be beneficial. | No |
| The following point and question pertains to ***01620 Exhibit B – Performance Requirements*.** Questions have been highlighted in **Bold**.Section 2.1: Enterprise Services intends to award up to eight (8) total Master Contracts in each of the three following categories of Business Consulting Services: 1) Organizational Development; 2) Change Management; and 3) Management and Business Analysis.  In awarding Master Contracts, of the up to eight (8) potential Master Contracts per category, Enterprise Services intends to award up to our (4) Master Contracts, per category, to the highest scored, responsive, responsible, certified Washington Small or Veteran Owned Bidders.   Enterprise Services reserves the right to award less than eight (8) total Master Contracts per category. | There was no question tied to this, so I assume this was meant to be tied to the previous question. | No |
| The following points and questions pertain to ***01620 Exhibit C – Bid Criteria & Instructions*.** Questions have been highlighted in **Bold**.Exhibit C-1 speaks to the maximum points that can be awarded points for each item that is scored. However, the scoring requirements are very vague. **Question:** How will you compare bids when the price is a NTE and the bidder narration questions are so vague?**Question:** What objective criteria will be used to evaluate each of these items to ensure consistency? a) Bidder’s Organization, b) Experience, Quality Assurance, c) Qualifications Essay, and d) Commitment to Diversity, Equity, and Inclusion (DEI)?  | This depends on how many reviewers are available, and the number of bids received. Due to the large turnout at the PreBid, we are anticipating a large number of bids. If this is the case, in all likelihood there will be only one (1) evaluator for:* Bidder’s Organization
* Quality Assurance
* Qualifications Essay
* Commitment to DEI

Since bidders can bid on 1, 2 or 3 categories, then in the “Experience” section of Exhibit C-2, there will in all likelihood be three (3) evaluators.Again, none of the above is set, and could change due to circumstances. In addition, there is nothing wrong with being repetitive under your responses, but I can’t say how an evaluator will see it if they were to have to review more than one response on this bid due to lack of evaluators. If this scenario does happen, that evaluator will be instructed to evaluate the responses separately.How the Not to Exceed (NTE) Rate is evaluated is detailed on Exhibit C-1, with the lowest rate receiving the maximum points, and all other bidders receiving proportional points.We have weight points schedule that will be followed, and Evaluators will not have information as to the name of the company they are evaluating is. | No |
| ***Additional questions*** not addressed elsewhere:**Question:** How are you going to ensure State agencies use this Master Contract?**Question:** What other options are available for small businesses to do organization development, change management, and management & business consulting with the State of Washington? **Question:** Why is the initial contract period so long?**Question:** Are you willing to consider extending the solicitation period? | State agencies are required to use DES’s Master Contracts, unless they can provide and document a reason why a particular Master Contract will not.Other options for small business, or other business are available with political subdivisions in the state.Almost all of DES’s Master Contracts run for 6 years. To maintain continuity on this particular Master Contract, since these are ongoing services, DES is going to issue the contracts for the whole term, rather than a short initial period, then multiple extensions thereafter.DES will not consider extending the solicitation period. This bid will have been posted for over 6 weeks before the bid closing date, but more importantly, it would be unfair to extend the date when other bidders have been working on their bids to make sure they meet the bid opening deadline.  | No |
| 01620 Exhibit C-1 - Bid Criteria & InstructAll submittals must be in Word format. Submittals must be on the template provided, titled Exhibit C-2 - Bidder Response Sheet.As the signed copies can be scanned into pdf and not word format, we will submit all such documents in PDF format as per point 4.5 of soliciation. Please confirm. | As stated on Questions & Answers # 3, you should **submit all documents in Word format as stated on the bid.** Besides reasons stated on Questions & Answers #s 1 & 2, if we (DES) allow some bidders to submit in PDF format, when it comes time to determine the Apparent Successful Bidders (ASBs), bidders who submitted their bids in the correct Words format could protest, asking that bidders who submitted their bids in PDF format be deemed nonresponsive. We accept electronic signatures, so by typing your signature and emailing us the documents, that meets the legal requirement.If you want an actual signature, do something similar to what I do with my signature below:**If you submit your documents in anything other than Word format, your bid will be determined to be nonresponsive, and not be considered.**  | No |
| 01620 Exhibit C-2 - Bidder Response SheetPrice TableQ1) Is it mandatory to provide one rate for all labor categories combined? Or can we provide the hourly rates basis labor categories that will be used?Q2) Can the Bidder copy paste the table for giving different pricing for a different category in the case where a Bidder is provding services in more than one category? | The Not to Exceed (NTE) hourly rates cannot be broken down by employee level for this bid. After a company is awarded a Master Contract, and when negotiating with a Customer, then you can negotiate with the Customer a pay level based on employee title.The answer above should answer this question, but it not, do not copy a table as you can only quote your NTE rate in the format on the bid. |  |
| 01620 Solicitation Rv 14.5. BID FORMAT. Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF.Kindly confirm, the signature is required in the places where asked in the RFP/exhibits and not in all the pages. | **Thanks for pointing this out. Section 4.5 of “01620 Solicitation” is standard language and should have been modified to reflect only bids in Word Format will be accepted. I have modified this document, and it will be posted though WEBS as “01620 Solicitation Rv 2”. See the updated change on the first page of this Question and Answer posting**.As stated on Questions & Answers # 3, you should **submit all documents in Word format as stated on the bid.** Besides reasons stated on Questions & Answers #s 1 & 2, if we (DES) allow some bidders to submit in PDF format, when it comes time to determine the Apparent Successful Bidders (ASBs), bidders who submitted their bids in the correct Words format could protest, asking that bidders who submitted their bids in PDF format be deemed nonresponsive. We accept electronic signatures, so by typing your signature and emailing us the documents, that meets the legal requirement.If you want an actual signature, do something similar to what I do with my signature below:**If you submit your documents in anything other than Word format, your bid will be determined to be nonresponsive, and not be considered.** | **Yes** |
| 1621 Solicitation Rv 14.6. SUBMITTING BIDS. Your electronic bid must be emailed to DESContractsTeamCedar@des.wa.gov. Enterprise Services’ email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.In scenarios where the total bid size exceeds the set limit can the vendor submit in multiple emails with subject lines including Part 1 of x, Part 2 of x…? | You can submit your bid in multiple emails if your files are going to exceed the MB limit. If submitting multiple emails, I would suggest titling them “1 of x”, “2 of x”, as you suggest, although not required.FYI, the reason for 30MB is that is about the maximum our email system can handle. | No |
| Exhibit A-2ReferencesCan we present references of our proposed Consultants (as we are a young company with <5 years of existence) who have successfully delivered on such programs or is it mandatory to provide only business references? Is it okay for us to present one reference instead of two references in each area sought (where we can't share two references by virtue of being a young company)  | On Exhibit C-2 – Bidder Response Sheet, you cannot provide the names of your Consultants or your references. The reason for this is to retain your anonymity to the evaluators. FYI: Exhibit C-2 is the only document that the Evaluators will be provided.Note: Evaluators will not be forwarded Exhibits A-1, A-2 and A-3.You have to provide 2 projects under the “Experience” section on Exhibit C-2. If the 2 projects are for the same client, that is acceptable, but I’m not sure how an Evaluator will score this. If you use the same client for your two projects in a category, then list them twice in the “References” section of Exhibit A-2.If you only have one project for a category, then the maximum score you can receive is 100 points under experience.Exhibit C-1 has been modified and will be posted to WEBS at the same time this Question and Answer is posted. | Yes |
| 01620 Exhibit B - Performance RequirementsTeam Development Coaching and Coaching WorkshopsIs it okay to assume that the coaching will happen at Client location with Client providing the required resources for training (e.g.: stationary materials, projectors, printed materials, etc.) if any? | If your company is awarded a Master Contract, this will be determined when you or the hiring entity are negotiating your particular terms. In most instances, I think that the hiring entity would be willing to provide the resources you reference, but again this will be between your company and your customer. | No |
| Exhibit B - Performance RequirementsAre there any specific certifications that the Washington State Department of Enterprise Services gives preference to as a part of the three work areas?  Would an experienced Consultant without specific certifications be given equal weightage? | There are no specific preferences that Washington Department of Enterprise Services (DES) gives preferences to. That said, DES Contracts and Procurement personnel will not be Evaluators on this bid. How much importance the Evaluator puts on certifications is up to their discretion, but I would think it is important to list yours. | No |
| Exhibit B - Performance RequirementsCan you share some plausible domain areas that would be required to be covered under the Management & Business Analysis work packet.    | The Performance Requirements are meant to be broad, and are what they state. If a customer determines that the description in the Performance Requirement meets their scope of work that they need performed, then they will be able to select any company awarded a Master Contract to perform this work for them. | No |
| Offshore DeliveryIn a previous Q&A, there has been a clarification that partners with delivery capabilities outside the US can bid for the opportunity.  Would want a clarity if the client would be aligned to the service delivery also happening from outside the US.  We could leverage various collaborations tools such as Zoom / Microsoft Teams meeting for the purposes of client engagement. | If a customer wants to hire your agency to perform work remotely, but Zoom, MicroSoft Teams, Skype, or any other method, then your company can perform the work from outside the US.  | No |
| Is it a must that a response must be for all areas in the RFP or a response focused on one or two areas (in line with depth of our capability) is acceptable? | I’m not sure what your question is exactly, but you can bid on any of the 3 categories. You can bid on just 1, 2, or all 3.If you are referencing after Master Contract award, if you don’t feel you can meet a customer’s needs, then you can let the customer know. | No |
| We have not participated in a similar opportunity earlier nor have delivered any service yet to any WA state entity. In such case the Sales reporting xls shared is not relevant. Is it ok for us to confirm this status in our proposal and not to share the xl sheets blank? | I think you are referencing Exhibit D, the Sample Master Contract. If so, this does not apply unless your company is awarded a Master Contract, at which time you will be required to report sales. | No |
| If the bidder wishes to propose/negotiate elements of the sample master contract, where should those elements be addressed within the bid response? | Per “01620 Solicitation”, Section 5.1, you can submit a list of your complaints, and if a large number of bidders have the same concerns, DES will consider making the changes. If the changes are not made before this time, they will not be considered in the award process.Email: DESContractsTeamCedar@des.wa.gov  | No |
| In the Employers’ Liability (Stop Gap) Insurance section of the Master Contract, Exhibit C:  Please define “bodily injury by disease” and provide an example. | The CGL states that bodily injury means \"bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.\" Bodily injury includes illness and disease as well as physical injury. It also includes death if death results from bodily injury, sickness, or disease. Death that results from unexplained causes does not usually qualify.Example would be if your company’s employee were infected with COVID-19 and knew it, but still had contact with clients. | No |
| What is the “Ordering/Sales Points of Contact” section on the Bidder’s Profile form, and how is that different from the Contract Management roles listed above that section? Seems odd to have an ordering contact for a personal services contract so we want to ensure we understand this. | Sales are persons that can quote pricing, take orders, etc.Management are persons who oversee some or all operations of a company. If it is the same person in your company, please duplicate the information. | No |
| Will evaluators be given copies of the proposals in color, or in black and white? | Exhibit C-2 will be forwarded to the evaluators in electronic format. We will submit your response to the Evaluators in the format you submit it in, be it color or black and white. | No |
| **Exhibit A-1, page 5, #17** – Without a specific task order to respond to, we do not know if we will use a subcontractor(s) at this time. Should we check the No Subcontractors box even though we may utilize a subcontractor in the future? | If you plan on using subcontractors after award of a Master Contract, you need to check the “Subcontractors” box.You do not need to provide your subcontractors name(s), This information will only be needed if you are awarded a Master Contract, and then only before you are performing work for a Customer and elect to use a subcontractor. | No |
| **Exhibit C–2 Bidder Response Sheet, Page, 7, Hourly Not to Exceed (NTE) Rates:** For the rate for, “Travel to and from worksite(s)…” are we to provide a rate that includes standard hourly rate plus travel costs or a rate for travel only? | The Not to Exceed (NTE) Rate is only your hourly rate. All other travel costs are at the discretion of the customer and will be in accordance with laws and the customer’s policies and procedures. | No |
| **Exhibit D** - As the current MSA has a limitation of liability, we request the addition of a commercially reasonable and proportionate limitation of liability in the MSA | The Insurance requirements were determined by the Department of Enterprise and in all likelihood will not be changes unless DES receives the same concerns for numerous persons. You can submit your proposed change to per “01620 Solicitation”, Section 5.1Email: DESContractsTeamCedar@des.wa.gov | No |
| What are the 508c accessibility requirements for written and electronic materials that may be used?  | Section 508 Compliance will not be required on the part of the bidders on this Master Contract, but customers of this Master Contract may require the Contractors to comply.  | No |
| Does the state have a preference for in person engagement  (once the current public health crisis has been solved for) or is the preference for online or virtual offerings? | The state does not have a preference for in person engagement. This will be determined by the customers who use this contract to perform work through your company. | No |
| Please clarify what type of service you to be quoted as the NTE standard hourly work rate.  We have several roles that may be involved in delivery, should we add rows for various services or average out the various roles like consulting/coaching/facilitation services? | The Not to Exceed (NTE) Rate is the maximum hourly rate your company will charge. The rate you quote will apply to all categories.Do not add other rows for other services. Quote in the space provided on Exhibit C-2 and do not modify the response space. | No |
| May we identify a project as having been performed for a State of Washington agency as long as we do NOT identify the specific agency/client? | You can, but if the information you provide identifies you to the Evaluator, it could result in your bid being considered nonresponsive. | No |
| May we identify the industry/market sector (e.g., administrative, public safety, financial, health and human services, etc.) when describing specific projects, including those for the State of Washington (e.g., may be say a State of Washington agency within the XYZ sector?)  | You can, but if the information you provide identifies you to the Evaluator, it could result in your bid being considered nonresponsive. | No |
| When describing for federal clients or private sector clients may be say what market sector they are from (e.g., public safety, financial, etc. but without naming the specific client?) | You can, but if the information you provide identifies you to the Evaluator, it could result in your bid being considered nonresponsive. | No |
| When describing the company experience may we say our customer base includes Washington State agencies as long as we don’t say which ones? | You can, but if the information you provide identifies you to the Evaluator, it could result in your bid being considered nonresponsive. | No |
| You mentioned in Q&A #1 that changes to the insurance limits and the Master Contract are unlikely to be accepted unless you receive multiple requests for the same change. Two comments so far appear to be regarding the $2M insurance requirement. We would like submit an additional request that you consider an insurance limit that is more in line with other state contracts which require $1M. We implore you to acknowledge that entering into a master contract which may not result in any revenue is prohibitively expensive for small businesses, particularly those that are veteran and woman owned. | These insurance requirement were determined by Department of Enterprise Service’s (DES) Insurance Section.I personally have an “Umbrella” policy for $1 million on my home and auto, and the cost is minimal. DES’s insurance department wants these insurance limits for this contract as you will be working on site and/or confidential information.You do not have to have this insurance limit to bid, and only have to obtain it if you are awarded a Master Contract.Per “01620 Solicitation”, Section 5.1, you can submit a list of your complaints, and if a large number of bidders have the same concerns, DES will consider making the changes. If the changes are not made before this time, they will not be considered in the award process.Email: DESContractsTeamCedar@des.wa.gov | No |
| We must describe our customer base in support of our organization’s qualifications; however, we are directed in Q&A #1 to “not provide client names or identifying names. The only place you can provide reference names is on Exhibit A-2, as Exhibit A-2 will not be forwarded to the evaluators.”  How would you suggest that we identify our customer base to the evaluators without identifying our customers? | The reason for not providing this information on Exhibit C-2 is to maintain anonymity so as to provide bidders with an impartial evaluation, not to make responding difficult. You need to make sure that your “Experience” projects align with your “References” on Exhibit A-2. As far as how to describe your customers, perhaps you describe you describe the client and state something to the effect, “from this point forward referred to “. | No |
| In Q&A #1 you direct respondents to, “meet every bullet point on Exhibit B to receive a Master Contract. A Bidder’s capabilities to meet the needs addressed in Exhibit B will be evaluated on a pass/fail basis.”  We have experience in every category across numerous contracts, but since we are only allowed to respond with details from two projects, it will be more challenging to demonstrate experience in every area. Do both of our selected projects need to include evidence of every single bullet of the category? | You do not need to include evidence on “Exhibit C-2 Bidder Response Sheet” how your company meets every bullet point.  | No |
| In Q&A #1 on page 9 you shared that in Exhibit C-2 we should “Describe your staff qualifications including, but not limited to training documentation, certifications, education, and other information that will provide the evaluators with information to evaluate staff.”  Is submitting resumes with the names of individuals and clients removed an acceptable way to provide evaluators with adequate information to evaluate that staff have a minimum of five-years of experience? If not, what is an acceptable way to depict the required 5 years of experience” per person as directed in Q&A #1 on page 2? | You need to provide your response on Exhibit C-2. If you find it appropriate to answer some of the question in a resume type of format, then that is acceptable. As you state in your question, please remove names of all individuals and clients. Since language was vague on this, I have added the following to Exhibit C-2 – Bid Instructions Rv 1” under “General Instructions”:Do not include the names of clients/customers in your response, as this could identify your company. | Yes |
| I have a question on A-1 Question 17.  There are two potential boxes to check under A-1 Question 17 either “No subcontracts” or  “Subcontracts”. In the definition of the “Subcontracts” check box there is reference to an attached explanation.  What are bidders expected to include in this attached explanation and where should it be included in the response?-As detailed on the attached explanation (Bidder to provide), If awarded a Master Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.  In such event, Bidder certifies that, as to the State, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor’s acts or omissions.  Note:  Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor.  Note:  If the TIN is a SSN, provide only the last four (4) digits. | If you plan on using subcontractors after award of a Master Contract, you need to check the “Subcontractors” box. If you do not plan on using subcontractors after award of a Master Contract, you need to check the “No Subcontractors” box.You do not need to provide your subcontractors name(s), This information will only be needed if you are awarded a Master Contract, and then only before you are performing work for a Customer and elect to use a subcontractor. | No |
| Are bidder’s allowed to reference by name their specific proprietary methodologies and publications, such as books by title? | You can name their specific proprietary methodologies and publications, such as books by title, but if an Evaluator recognizes your company by the information you provide, at best you will receive no points for that particular question. At worst, your entire bid could be determined to unresponsive. | No |
| Regarding client project references, is one client reference per project required or more? | Only one reference is required per project. | No |

**All questions received on or before January 10, 2021 have been answered. The Question and Answer period has now officially ended.**

**Amendment No.** 1

**to**

**Solicitation No.**01620
Business Consulting Services

This Amendment (“Amendment”) to Solicitation No. 01620 is effective immediately and is not required to be submitted with proposals. All other terms, conditions, and specifications remain unchanged.

P U R P O S E

The Purpose of this amendment is to capture the following changes:

On Exhibit D – Sample Master Contract, under insurance requirements the following was changed **from**:

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.  ‘Symbol 1’ commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles.  The combined single limit per accident shall not be less than $1,000,000

**To**:

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (only required if conducting work on Purchaser’s premises). ‘Symbol 1’ commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles.  The combined single limit per accident shall not be less than $1,000,000

Any communications regarding this amendment must be addressed to the Procurment Coordinator listed below.

Clayton Long

Cell: 409-789-6209

clayton.long@des.wa.gov

**Note:** This Announcement (“Announcement”) to Solicitation No. 01620 is to notify all bidders that their bids must be competed in Word Format per the instructions on the bid. If you submit your bid in any other format than Word, in all likelihood your bid will be deemed nonresponsive. If you submit your bid in PDF format, then relalize your mistake, please resubmit in Word format, and in your email state such.

**Note:** We are also posting on WEBS a Master Contracts Issue list that you can submit with your bid if you wish.