This Contract, OFM Contract No. K3906, is made and entered into by and between the state of Washington, Office of Finance Management (OFM), hereinafter referred to as the “AGENCY” and the below name firm, hereinafter referred to as “CONTRACTOR.”

Contractor:
Prosci, Inc., a Colorado corporation
Address:
2950 E. Harmony Road, Suite 130
City, State, Zip Code:
Fort Collins, CO 80528, USA
Phone:
1 970 203 9332
e-mail:
corn@prosci.com
Tax ID Number:
84-1307530

1. PURPOSE
To provide Prosci methodologies and tools for Organizational Change Management within the One Washington program including all state agencies for the Workday ERP Implementation.

2. SCOPE OF WORK
a. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
b. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor agrees to perform such consulting, advisory, and training services to and for Agency as may be reasonably requested from time to time by the Agency, not to exceed the following (collectively, the “Services”):

- Three-Hundred Fifty-Two (352) hours with an Engagement Leader the scope and type of which to be more fully agreed upon by the parties.
- One-Thousand Three-Hundred and Thirty (1,330) hours with a Senior/Principal Change Advisor, the scope and type of which to be more fully agreed upon by the parties.
- Two-Hundred Ten (210) hours with a Change Analyst, the scope and type of which to be more fully agreed upon by the parties.
- Two Prosci Change Management Certification Programs (A & B).
- Two Prosci Change Management Sponsor Programs (A & B).

The Services will be performed by the following:
Appropriate Contractor Personnel
Fees:

a. Feed for Advisory Services:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Leader Advisory Services</td>
<td>$375 USD per hour</td>
<td>Total cost: $132,000</td>
</tr>
<tr>
<td>Senior/Principal Change Advisor Advisory Services</td>
<td>$325 USD per hour</td>
<td>Total cost: $432,250</td>
</tr>
<tr>
<td>Change Analyst Advisory Services</td>
<td>$200 USD per hour</td>
<td>Total cost: $42,000</td>
</tr>
<tr>
<td>Travel, meals and lodging for both instructor and training manager, and shipping expenses (T&amp;E)</td>
<td>Included in the total consideration</td>
<td>Included in the total consideration</td>
</tr>
</tbody>
</table>

b. Fees for the Training Services:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prosci Change Management Certification Program</td>
<td>$3,500 USD per participant for a 3-day standard program. Costs will be invoiced separately for tuition and materials: Tuition - $2,500/ per person Materials - $1,000/ per person</td>
<td>Minimum participants: 8 Maximum participants, unless otherwise agreed upon by the parties in writing: 18 Materials must be procured from Prosci. No internal production.</td>
</tr>
<tr>
<td>Prosci Change Management Sponsor Program Fee</td>
<td>$12,000 USD per program for a standard program up to 15 attendees, unless otherwise agreed upon by the parties in writing.</td>
<td>Materials must be procured from Prosci. No internal production.</td>
</tr>
<tr>
<td>Travel, meals and lodging for both instructor and training</td>
<td>Included in the total consideration</td>
<td>Included in the total consideration</td>
</tr>
</tbody>
</table>
Agency Assignments

The following requirements must be performed by Agency prior to the program start date ("Agency Assignments"):  

**In-Person Sponsor Program assignments**

1. Agency will provide to Contractor the names and emails of the program participants.
2. Agency will identify an executive sponsor to be involved in program preparation and high-level program support.
3. All participants must attend in person. Video and teleconferencing is not permissible.

*If performed virtually;*

1. Agency will provide to Contractor the names and emails of the program participants.
2. Agency will identify an executive sponsor to be involved in program preparation and high-level program support.

**In-Person Certification assignment**

1. Agency will provide to Contractor the name and email address of each program participant. Non-participants are not allowed to attend the program.
2. Agency will provide Contractor with written Participant Profiles, Project Profiles and PCT Assessments.
3. Agency will identify an executive sponsor to be involved in program preparation and high-level program support.
4. Agency will provide to Contractor the address(es) to where Contractor will ship the Contractor Materials for the Services.

*If performed virtually;*

1. Agency will provide to Contractor the name and email address of each program participant. Non-participants are not allowed to attend the program.
2. Agency will provide Contractor with written Participant Profiles, Project Profiles and PCT Assessments.
3. Agency will identify an executive sponsor to be involved in program preparation and high-level program support.
4. Agency will provide to Contractor the address(es) to where Contractor will ship the Contractor Materials for the Services.

**Logistics.** Agency will assign a logistical contact who will work with Contractor on all logistics necessary for the preparation and implementation of the service. Contractor shall be responsible for making the lodging arrangements of Contractor staff.
3. **PERIOD OF PERFORMANCE**

Timeline and Period of Performance The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later, and will end of June 30, 2023. The State has the right to extend or terminate this Contract at its sole discretion. Extensions of this contract may be done for three (3) additional, one (1) year terms. No work shall be performed by Contractor until this Contract is executed by Contractor and the State and is received by Contractor.

4. **COMPENSATION**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed Seven Hundred Eighteen Thousand Eight Hundred Eighty Dollars ($718,880.00) including all travel and per diem expenses.

5. **STATEWIDE VENDOR REGISTRATION**

Contractors are required to be registered in the Statewide Vendor Payment system, [https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration](https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration), prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

6. **BILLING PROCEDURE AND PAYMENT**

AGENCY will pay CONTRACTOR upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted to the Contract Manager.

The invoice shall describe and document, to the AGENCY’S satisfaction, a description of the work performed. The invoice shall include reference to OFM Contract No. K3906.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of the properly completed invoice. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payment in advance or in anticipation of services to be provided under this contract shall be made by the AGENCY.

7. **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

<table>
<thead>
<tr>
<th>CONTRACTOR Contract Manager Information:</th>
<th>AGENCY Contract Manager Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Prosci, Inc., a Colorado corporation</td>
<td>Name: Danielle Blanchard</td>
</tr>
<tr>
<td>Address: 2950 E. Harmony Road, Suite</td>
<td>Address: 106 11th Ave. SW</td>
</tr>
</tbody>
</table>
8. CONTRACT AMENDMENTS
With the exception of administrative changes, the contract may be changed, modified or amended only by written agreement executed by both parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

9. INSURANCE
The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

b. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

c. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

10. COVID VACCINATION CERTIFICATION
Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9,
As amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) ("Proclamation") all contractors and any of their employees and/or subcontractors who provide contracted services on-site must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.

CONTRACTOR represents and warrants that should their responsibilities to the AGENCY involve on-site services as of October 18, 2021, CONTRACTOR’s personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. CONTRACTOR further understands that, upon request, CONTRACTOR personnel must provide to AGENCY proof of vaccination, in a manner established by the AGENCY. Failure to meet these requirements may result in the immediate termination of this AGREEMENT.

11. RESPECTFUL WORK ENVIRONMENT
AGENCY is committed to creating and maintaining a work environment where all people are treated with respect, civility, and dignity, and so has established a Respectful Work Environment policy, captured in OFM Policy #2.37 (incorporated by reference). CONTRACTOR agrees to treat with respect all AGENCY employees and other AGENCY contractors. Examples of inappropriate and unacceptable behaviors which are considered disrespectful include, but are not limited to:

- Yelling, repeated emotional outbursts, berating others, or using a harsh tone of voice;
- Criticizing or talking down to others in front of a group or using a condescending tone;
- Excluding or ostracizing staff/contractors in work-related activities, ignoring others, or giving “silent treatment” that is repeated and ongoing;
- Withholding pertinent work-related information or undermining another’s work by not giving them enough information to do what is required of them;
- Gossiping or spreading rumors;
- Making threats;
- Bullying or harassing, per the definitions found in OFM Policies #2.07 and #2.36 (available upon request); or
- Any malicious behavior a reasonable person would find unprofessional, disturbing, or harmful as defined under Chapter 49.60 RCW.

CONTRACTORS found to have exhibited any inappropriate and/or unacceptable behavior shall be subject to having their contract(s) suspended or terminated, notwithstanding the Termination for Cause language in Exhibit A to this agreement. In addition, should CONTRACTOR’S staff behave in a way contrary to this clause, CONTRACTOR will be required to cure the behavior in a manner as approved by AGENCY, up to and including substituting such staff with other, equally-qualified staff.

12. ASSURANCES
AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.
13. **DES FILING REQUIREMENT**
The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

14. **ORDER OF PRECEDENCE**
In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:
- Applicable federal and state of Washington statutes and regulations
- This basic contract instrument
- Exhibit A – General Terms and Conditions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

15. **ENTIRE AGREEMENT**
This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

16. **CONFORMANCE**
If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
17. APPROVAL
This contract shall be subject to the written approval of the AGENCY’S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

NAME OF CONTRACTOR
OFFICE OF FINANCIAL MANAGEMENT

____________________________________  ____________________________________
Signature                               Signature

____________________________________  ____________________________________
Title                                   Date                                 Title                                   Date

Contractor Information:
Did you retire from a Department of Retirement Systems (DRS) covered employer under the Early Retirement Factors (ERF) 2008?
§ Yes  ¨ No

SUPPLIER DIVERSITY QUESTIONNAIRE
OFM is committed to increasing opportunities for small and diverse business to contract with the State.

SMALL BUSINESS
Is your business registered in WEBS (Washington Electronic Business Solution) as a Small Business?  ¨ Yes  § No

If not registered in WEBS, are you a Small Business, per RCW 39.26.010(22a) (see below)?  ¨ Yes  § No
*go to WEBS (wa.gov) to register or email joe.norwood@des.wa.gov for assistance

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

**DIVERSE BUSINESS**
Is your business certified with the Washington State Office of Minority & Women’s Business Enterprise (OMWBE)? If yes, provide your Certification number:

____ no ________________

If not certified, is your business at least 51% owned by a minority, woman, or socially and economically disadvantaged individual?  Yes  No

*go to [Certification | Office of Minority and Women’s Business Enterprises (wa.gov)](https://www.omwbe.wa.gov) to apply for certification or email timolina@omwbe.wa.gov for assistance

Is your business certified with the Department of Veteran’s Affairs (DVA)? If yes, provide your Certification number: ____________________

If not certified with DVA, is your business at least 51% owned and controlled by a Veteran of any branch of the United States armed forces?  Yes  No

*email heidia@dva.wa.gov for assistance with registering with DVA

**SUBCONTRACTORS**
Will you be utilizing subcontractors that are certified with OMWBE?  Yes  No

*If your subcontractor is interested in OMWBE certification please direct them to [Certification | Office of Minority and Women's Business Enterprises (wa.gov)](https://www.omwbe.wa.gov) to apply for certification or email timolina@omwbe.wa.gov for assistance

____