

**Contract
Between the
State of Washington
Office of Financial Management
and
CN Consulting, LLC**

This Contract, OFM Contract No. K4939, is made and entered into by and between the state of Washington, Office of Financial Management, hereinafter referred to as the “AGENCY” and the below named firm, hereinafter referred to as “CONTRACTOR.”

CN Consulting, LLC dba Transformative Workplace Investigations
20320 SE 263rd Pl, Covington, WA 98042
503-544-3315
chiedza@transformativeinvestigations.com

1. PURPOSE

CONTRACTOR to conduct a personnel investigation on behalf of the Governor’s Office.

2. DES Contract

This Contract is created under DES Statewide Contract #01924 Personnel Investigator Services and Digital Forensics Investigator Services and its subsequent amendment(s), all of which shall be incorporated herein by this reference.

3. SCOPE OF WORK

- a. 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:
 - 1) Provide a comprehensive investigation of a reported experience in a work unit to allow leadership to determine if any discrimination, retaliation and/or other policy violations occurred as alleged.
 - 2) Include a review of available information and/or documentation and interviews with up to 12 people, with the potential for the identification of additional witnesses.
 - 3) Provide to AGENCY a weekly verbal report; to include any unrelated discovery that may be of concern or note for the agency.
 - a) The AGENCY has assigned Michaela Doleman to oversee the CONTRACTOR’S work and provide support as needed. Specific duties the Agency will perform include:
 - Provide access to the relevant parties.
 - Provide a copy of the AGENCY’s relevant policies and/or regulations.
 - 4) Be available and responsive to inquiries and to attend meetings as requested by AGENCY and scheduled at mutual AGENCY/CONTRACTOR convenience.
 - 5) Provide a DRAFT written findings report, including a written summary of all **fact-based findings** as a result of the investigation described herein. Based on information provided during the weekly reports described above, AGENCY may request, at its discretion, a report addressing specific allegations in lieu of a comprehensive report.
 - a) DRAFT is due to Contract Manager by 9/23/2025.
 - b) Provide a FINAL report to the Governor’s Deputy Chief of Staff by 10/7/ 2025.

4. PERIOD OF PERFORMANCE

The period of performance under this contract will be June 20, 2025, or date of execution, whichever is later, through November 11, 2025, or a date mutually agreed upon by the AGENCY and the CONTRACTOR.

5. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed Forty Thousand Dollars (\$40,000.00).

6. 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>), prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

7. 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 not more frequently than monthly.

The invoice shall describe and document, to the AGENCY'S satisfaction, a description of the work performed and the fees. The invoice shall include reference to OFM Contract No. K4939.

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 or supplies to be provided under this contract shall be made by the AGENCY.

8. 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.

CONTRACTOR Contract Manager Information:	AGENCY Contract Manager Information:
Chiedza Nziramasanga 20320 SE 263rd Place Covington, Washington 98042 503.544.3315 chiedza@transformativeinvestigations.com	Michaela G. Doelman Chief Human Resources Officer, OFM State HR 302 Sid Snyder Ave SW Olympia, Washington 98504 360.790.8315 michaela.doelman@ofm.wa.gov

9. 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.

10. 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. 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.

11. TERMINATION DUE TO CHANGE IN FUNDING

If the funds AGENCY relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, AGENCY may immediately terminate or suspend this Contract by providing written notice to the Contractor. The termination shall be effective no later than the end of the week within which notice was provided.

12. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to

the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

13. TERMINATION FOR CONVENIENCE

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

14. TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

After receipt of a notice of termination, and except as otherwise directed by the DIRECTOR, the CONTRACTOR shall:

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

15. 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.

16. Subcontractor Payments Reporting Requirements

If CONTRACTOR uses a Subcontractor, this Contract is subject to compliance tracking using the state's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all Subcontractors shall report and confirm receipt of payments made to the CONTRACTOR and each Subcontractor through Access Equity. User guides and documentation related to CONTRACTOR and Subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and whether or not they are certified with the Office of Minority and Women's Business Enterprise (OMWBE).

The CONTRACTOR shall:

- 1) Register and enter all required Subcontractor information into Access Equity no later than 15 days after AGENCY creates the Contract Record.
- 2) Complete the required user training (two (2) one-hour online sessions) no later than 20 days after AGENCY creates the Contract Record.
- 3) Report the amount and date of all payments (i) received from the AGENCY, and (ii) paid to Subcontractors, no later than 15 days after payment is made by AGENCY to the CONTRACTOR, unless otherwise specified in writing by AGENCY.
- 4) Monitor contract payments and respond promptly to any requests or instructions from AGENCY or system-generated messages to check or provide information in Access Equity.
- 5) Coordinate with Subcontractors, or AGENCY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- 6) Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the CONTRACTOR or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate with CONTRACTOR, or AGENCY when necessary, to resolve promptly any discrepancies between reported and received payments.

17. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

18. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

19. 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.

20. 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 referencing DES Contract#01924
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

21. 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.

22. 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.

23. **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.

CN CONSULTING LLC

DocuSigned by:

2032C0EF7F044E2...
Chiedza Nziramasanga

Owner & Lead Investigator	06/20/2025
Title	Date

OFFICE OF FINANCIAL MANAGEMENT

DocuSigned by:

7ED9717A2F8D46B...
Natalie Eckart

Contracts Administrator	06/20/2025
Title	Date

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 \(wa.gov\)](https://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: M3F0029676

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://certification.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 using any subcontractors? ☐ 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://certification.wa.gov) to apply for certification or email timolina@omwbe.wa.gov for assistance