



**STATE OF WASHINGTON DEPARTMENT OF HEALTH
OLYMPIA, WASHINGTON**

**REQUEST FOR QUOTATIONS &
QUALIFICATIONS DOH-RFQQ26134-0**

PROJECT TITLE: Statewide Awareness and Education Campaign(s) -
Marijuana Prevention Education and Tobacco Prevention and Control Media-based Education

BID DUE DATE: No later than **2:00 PM* August 02, 2021** (local time, Tumwater, WA)

EXPECTED TIME PERIOD FOR CONTRACT: The initial term of the contract will be from September 01, 2021 through June 30, 2022. DOH reserves the right to amend the agreement for up to four (4) additional one-year periods through June 30, 2026. Any amendment is contingent upon the availability of funding.

Solicitation Schedule:

RFQQ Release Date	July 07, 2021
Letter of Intent due	No later than 2:00 PM * July 13, 2021
Questions Due from Bidders	July 14, 2021
DOH Response to Questions	July 19, 2021
Complaint/Suggestion Deadline	July 21, 2021
Bid Due Date and Time	No later than 2:00 PM* August 02, 2021
Bid Evaluation Period (approximate time frame)	August 04, 2021 through August 10, 2021
Announcement of Apparent Successful Bidder (ASB), posted to WEBS	August 16, 2021
Request for Debriefing Deadline	August 19, 2021
Projected Contract Start Date	September 01, 2021

*All times shown above are Local Time, Tumwater, WA

The DOH reserves the right to revise the above schedule. Revisions (if any) will be made via amendment and posted to **WEBS (Washington’s Electronic Business Solution)**.

WEBS REGISTRATION

The Department is required to post all bid opportunities on WEBS, the state's electronic vendor registration and bid notification system. If not currently registered, Bidders interested in obtaining notification of state bidding opportunities, including those for the Department, should register at: www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx.

There are step by step instructions to guide you through the process. If you have difficulties, questions about the registration process may be directed to webcustomerservice@des.wa.gov or (360) 902-7400, 8:00AM to 5:00PM, Monday – Friday.

The system is self-maintained. Potential Bidders are responsible for the accuracy of the information in WEBS, for updating/maintaining registration information, and for checking with their assigned account administrators regarding notifications. In order to receive notifications, **you must select "yes" for Bid notifications.** **If you do not download bid documents, you will not receive any subsequent notifications regarding this RFQQ.**

In order to receive notifications of this opportunity, bidders must be registered in the following WEBS commodity codes:

- 915-01: Communications and Media Related Services – Advertising Agency Services
- 915-22: Communications and Media Related Services – Communications Marketing Services
- 915-48: Graphic Arts Services (Not Printing)
- 918-03: Alcohol and Drug Abuse Consulting Services
- 918-25: Compliance Consulting, American Disabilities Act (ADA)
- 918-27: Community Development Consulting
- 918-67: Human Services Consulting (To Include Mental Health Consulting Services)
- 948-33: Disease Prevention and Control Services, Non-Contagious
- 952-06: Alcohol and Drug Prevention

REQUEST FOR QUOTATIONS AND QUALIFICATIONS (RFQQ) COORDINATOR

The RFQQ Coordinator is the sole point of contact in the DOH for this Competitive Solicitation. Upon release, **all** communications regarding this RFQQ shall be directed, via email, to the RFQQ Coordinator or their designee as follows:

Name:	Frank Webley
E-Mail Address:	Bids@doh.wa.gov

Any other communication will be considered unofficial and non-binding on the DOH. Bidders are to rely on written statements issued by the RFQQ Coordinator or their designee. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Bidder.

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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The purpose of this RFQQ is to provide media-based health communication, education, and advertising services for multiple statewide advertising campaigns.

The primary objective of these media-based health communication, education and advertising efforts are to prevent and reduce underage cannabis/marijuana use (includes use of vaping devices).

The Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP) media-based education and advertising campaigns will seek to provide medically and scientifically accurate information about the health and safety risks posed by cannabis/marijuana use and to increase public awareness of laws governing marijuana use in Washington State. The initial campaign objectives will target youth and young adults aged 12-20, their parents, and other influential adults in order to prevent underage cannabis/marijuana use and reduce current use by young people. Secondary goals may include raising awareness of the health and safety risks of retail cannabis/marijuana use among adults and implementing tailored strategies to audiences that suffer unique unintended consequences from cannabis/marijuana legalization.

Background on the Youth Cannabis and Commercial Tobacco Prevention Program

In 2012, Washington State legalized recreational use of marijuana through Initiative 502 (which became RCW 69.50.540 Dedicated Marijuana Account). As a provision of Initiative RCW 69.50.540, the Washington State Department of Health, (DOH) is mandated to develop and implement:

- A marijuana use public health hotline that provides referrals to substance abuse treatment providers, utilizes evidence-based or researched-based public health approaches to minimizing the harms associated with marijuana use, and does not solely advocate an abstinence-only approach;
- A grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth;
- Media-based education campaigns across television, internet, radio, print, and out-of-home advertising, separately targeting youth and adults, that provide medically and scientifically accurate information about the health and safety risks posed by marijuana use.

This RFQQ will serve to identify a vendor who will provide the media-based education services, underlined above, required under RCW 69.50.540.

These services will also support the goals and objectives of the YCCTPP statewide program. One of the primary goals of DOH's YCCTPP is to reduce initiation and use of marijuana by youth and young adults (ages 12-20) and among populations most adversely affected by cannabis/marijuana use (including the use of vapor products and devices) throughout Washington State.

The long-term youth objectives are to:

- Decrease percentage of young people (statewide) who have used marijuana on at least one day in the past 30 days
- Decrease percentage of young people who have used cannabis/marijuana on at least one day in the past 30 days in African American, Latino/Hispanic, Asian/ Pacific Islander, American Indian/Alaska Native, and Lesbian, Gay, Bisexual, Questioning, and Transgender (LGBTQ) populations
- Decrease the percentage of young people who first use cannabis/marijuana before they are 14 years old

The short-term youth objectives are to:

- Increase percentage of 10th grade students who perceive great risk of harm from using cannabis/marijuana regularly
- Decrease percent of 10th grade students who think it would be sort of easy or very easy to get cannabis/marijuana
- Increase percentage of 10th grade students who think their parents would think their child's cannabis/marijuana use was wrong or very wrong
- Increase the percentage of 10th grade students whose parents have talked to them at least once in the past year about why they should not use cannabis/marijuana
- Promote Teen Link as a resource for youth.
- Decrease percent of 10th grade students who experience stress, anxiety, or depression.

Potential secondary goals of the YCCTPP may include health and safety education for adults.

For example:

- Educate pregnant/ breastfeeding women ages 21-40 to increase their understanding of the health consequences and dangers to an infant by a mother's recreational cannabis/marijuana use and decrease cannabis/marijuana use by pregnant and breastfeeding mothers.
- Educate smaller tailored segments of adult cannabis/marijuana users, to be identified, where use is high, but health information access is low. Subgroups to be considered include culturally diverse, non-English speakers and high risk/underserved populations.
- Educate adults about the risks of cannabis/marijuana use and promote the Teenlink and Washington Recovery Helpline.

1.2 YOUTH CANNABIS AND COMMERCIAL TOBACCO PREVENTION PROGRAM

DOH's cannabis/marijuana media-based education objectives include:

- Prevent initiation of marijuana use by youth and young adults aged 12-20
- Increase parent engagement in marijuana prevention with their children
- Increase influential adult engagement in marijuana prevention with youth
- Increase awareness of potential health and safety risks of marijuana use to populations with highest use rates.

The successful contractor will be expected to cooperate with the DOH in the transfer of key information, and existing campaign brands and assets from the previous contractor within the first 15 days of contract execution. The successful contractor will be expected to maintain full brand integrity of the existing youth cannabis/marijuana prevention and adult education campaigns.

DOH expects that greater success will be achieved by a YCCTPP campaign that:

- Is integrated, comprehensive, market research-based, and developed by a professional media consultant or advertising agency
- Ensures all advertising strategies are consistent with a common message, theme, and recognizable brand
- Develops an environment where Washington youth are either encouraged to quit using cannabis/marijuana or encouraged not to start using cannabis/marijuana
- Uses non-authoritarian appeals that avoid direct commands not to use and avoids abstinence only messages
- Involves focus groups, test groups, and target market studies in the development of any media campaign for each audience
- Combines appropriately targeted messages on prevention, cessation, and safety risks
- Maintains the integrity and builds from existing campaign brands

And that the successful bidder will:

- Work together with all DOH YCCTPP contractors on joint efforts in cannabis/marijuana (includes vaping) prevention areas to achieve the common goals
- Consider ways to develop culturally appropriate advertising efforts, including ads in languages other than English.
- Ensure all media placements utilize traditional and community media outlets wherever possible

1.3 STATEMENT OF WORK

The attached Proposed/Sample Scope of Work (Exhibit A) contains objectives to help potential bidders to understand the basic goals, intentions and direction of this project and to facilitate submission of bids. After announcement of the Apparent Successful Bidder (ASB), a final statement of work will be developed in coordination with the ASB, which will detail the specific methods, tasks, deliverables, due dates and other requirements of the contract. This final statement of work may incorporate some elements of the successful bidders bid, as necessary and at the discretion of DOH.

1.4 MINIMUM QUALIFICATIONS

The Bidder must be licensed or capable of becoming licensed to do business in the state of Washington prior to executing a Contract and must demonstrate achievement of the following criteria. Bidder's must:

- a) Have a full-service office in Washington State.
- b) Demonstrate at least five years of experience working in advertising, marketing or social marketing to change the public's knowledge, attitudes and beliefs about health and disease prevention.
- c) Demonstrate experience implementing health communication strategies to reach vulnerable segments of the population
- d) Demonstrate at least three years' experience managing statewide campaigns for youth substance use disorder prevention.
- e) Have no close ties to the tobacco or cannabis/marijuana industries.

NOTE: It is the intent of DOH to avoid a contractual relationship with any entity which is subsidized or profits from the tobacco or cannabis/marijuana industries. However, we do recognize that peripheral relationships may exist which, in fact, do not reflect a promotion of the tobacco industry or its products. Therefore, we provide an opportunity to prospective bidders to disclose such relationships and to submit clarifying information through **Exhibit E**.

- f) Submit references using the form in **Exhibit F** that cover the following types of media-based outreach work from the last 3 years:
 - A community-based organization that you have partnered with on a media-based project
 - A subcontractor, preferably for evaluation. This can be formative or outcomeevaluation
 - A client for whom the bidder, within the past 3 years, completed comparable health related work outlined in the Scope of Work section of this RFQQ that preferably highlights youth messaging

Bidders, who do not meet these qualifications may be rejected as non-responsive and will not receive further consideration. Any bid that is rejected as non-responsive will not be evaluated or scored.

1.5 DESIRED QUALIFICATIONS

A full-service advertising and marketing organization based in Washington that can:

- Demonstrate at least five years of operation in Washington State
- Demonstrate at least ten years of experience working in social marketing to change audience behavior, and
- Demonstrate experience executing substance use disorder prevention messaging.

1.6 FUNDING

This RFQQ is intended to identify a vendor who will provide media-based health communication, education and advertising services for five years. DOH anticipates receiving a minimum of **\$2,595,000** per year for five years (through June 2026) to include an initial term from September 01, 2021 through June 30, 2022, and up to four (4) additional one-year terms, as determined by legislative budgets and spending authority. DOH has received authority to include additional funds to this contract to a maximum of **\$16,000,000.00** through **June 30, 2026** in the event additional funding becomes available.

Any contract awarded may be renegotiated and amended to provide for additional related services (such as a prevention of youth use of vapor products and devices).

Again, any contract(s) awarded as a result of this RFQQ is contingent upon the availability of funding.

1.7 PERIOD OF PERFORMANCE

The initial period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about **September 01, 2021** and to end on **June 30, 2022**. The DOH reserves the option at its sole discretion to extend the contract for up to four (4) additional one-year terms, through June 30, 2026.

1.8 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Apparent Successful Bidder: The bidder that has had its bid evaluated and has been selected to enter negotiations for the purpose of awarding a contract.

Bid: A formal offer submitted in response to this RFQQ.

Bidder: Individual, company, or firm submitting a bid in order to attain a contract with the DOH.

Contractor: Individual or company whose bid has been accepted by the DOH and is awarded a fully executed, written contract.

DOH: The Washington State Department of Health (DOH).

LGBTQ: Lesbian, Gay, Bisexual, Transgender, Questioning

Solicitation/RFQQ: This Request for Quotes & Qualifications (RFQQ). This formal solicitation document in which services needed are identified and individuals and firms are invited to provide their qualifications to provide the services and their cost associated with providing these services.

2 GENERAL INFORMATION FOR BIDDERS

2.1 LETTER OF INTENT

Vendors shall send DOH a Letter of Intent to Bid, along with a complete, signed Tobacco or Cannabis/Marijuana Industry Ties Disclosure Statements and Attestments form, to be eligible to submit a proposal. E-mail your Letter of Intent to the RFQQ Coordinator no later than the 2:00 p.m. on the date stated in the Schedule.

You must include all of the components listed below:

Bidding Company:

- a. Vendor Name
- b. Proposal Contact
- c. Washington State Address (see Minimum Qualifications)
- d. Telephone Number
- e. Fax Number
- f. E-mail Address
- g. Web address (if any)

Potential Partnering Organizations/Subcontractors (if any)

- a. Vendor Name(s)
- b. Principal Officer(s)
- c. Address (es)
- d. Telephone Number(s)
- e. Fax Number(s)
- f. E-mail Address (es)

Minimum Qualifications: Provide a short descriptive narrative in one page or less that describes how you meet the minimum qualifications for this bid (*see section 1.4*) for each of the items b. through d. For item f. simply verify that you can submit the required references when you submit your bid.

Tobacco or Cannabis/Marijuana Industry Ties Disclosure Statements and Attestments (Exhibit E)

All vendors must submit this disclosure/attestation with the Letter of Intent. Failure to submit this with the Letter of Intent will result in your letter not being accepted and will disqualify you from participation in this RFQQ.

Under no circumstances will Letters of Intent or the Tobacco or Cannabis/Marijuana Industry Ties Disclosure Statements and Attestments be accepted after the deadline. Submitting a Letter of Intent does not obligate you to submit a proposal.

Letters of Intent **and** Tobacco or Cannabis/Marijuana Industry Ties Disclosure Statements and Attestments will be used as a pre-screening mechanism to determine whether minimum qualifications are met. DOH may contact potential bidders, at its discretion, to clarify whether minimum requirements are met.

Proposals will not be accepted from vendors who have not submitted **Letters of Intent** and signed **Tobacco or Cannabis/Marijuana Industry Ties Disclosure Statements and Attestments form** by the required deadline. Failure to submit a Letter of Intent to Bid **and** Tobacco or Cannabis/Marijuana Industry Ties Disclosure Statements and Attestments form shall disqualify the vendor from further participation in the RFQQ process.

2.2 QUESTION AND ANSWER PERIOD

Questions regarding this RFQQ will be allowed consistent with the dates specified in the solicitation schedule on the cover page. All questions must be submitted via email to the RFQQ Coordinator.

The DOH will provide written answers for questions received by the question and answer period's deadline. Answers will be posted in the form of an amendment to WEBS.

Verbal responses to questions will not be provided. Only written answers will be considered official and binding. Bidders will not be identified in answers.

If interpretations or other changes to this RFQQ are required as a result of inquiries made during the question and answer period, the RFQQ may be amended. Amendments are posted to WEBS.

2.3 COMPLAINT PROCESS

Issues or concerns not resolved to a Bidder's satisfaction during the question and answer period may be addressed through a complaint only on the following grounds:

1. the RFQQ unnecessarily restricts competition;
2. the evaluation or scoring process is unfair or flawed; or
3. the RFQQ requirements are inadequate or insufficient to prepare a response.

A complaint must:

1. be received by the DOH by the date specified in the Solicitation Schedule. Otherwise, an untimely complaint may be rejected without further consideration at the discretion of the DOH; and
2. be sent by email to the RFQQ Coordinator
3. include the RFQQ number and be clearly labeled as "Complaint"

A complaint should:

1. clearly articulate the basis of the complaint consistent with the complaint criteria; and
2. include a proposed remedy.

Upon receipt of a timely complaint, the DOH will consider all the facts available and respond in writing prior to the Response due date and time.

The RFQQ Coordinator shall promptly post the response to a timely complaint on WEBS. The DOH response to the complaint is final and not subject to appeal. Issues raised in a complaint may not be raised again during the protest period.

2.4 SUBMISSION OF BIDS

Bidders are required to submit their bid electronically by email, and in PDF format, no later than **2:00 PM* August 02, 2021**

The bid must be received by the RFQQ Coordinator as specified in the Solicitation Schedule. Submission of all bid materials must be clearly labeled as a response to this RFQQ (DOH-RFQQ26134-0) and include the bidder's name.

Bidders assume the risk for the method of delivery chosen. The DOH assumes no responsibility for delays caused by any delivery service. Bids may not be transmitted using facsimile transmission.

Late bids will not be accepted and will be automatically disqualified from further consideration. All bids and any accompanying documentation become the property of the DOH and will not be returned.

2.5 PUBLIC DISCLOSURE PROPRIETARY/CONFIDENTIAL INFORMATION

All records related to procurements under RCW 39.26 are subject to disclosure; except that bid submissions and evaluations are exempted until the apparent successful bidder (ASB) is announced. Upon announcement of the ASB, all bid submissions and evaluation information will be available via email request at FSPublicDisclosureRequests@doh.wa.gov.

Any information in the bid that the Bidder desires to claim as proprietary or confidential and exempt from disclosure must be specifically referenced in your bid and included as a separate document and clearly identified as "Proprietary/Confidential Information" at the top of the document. References in your bid documents to proprietary/confidential information must clearly show which part of the "Proprietary/Confidential Information" document you are referring to (for example: "see section A of the Proprietary/Confidential Information section"). Each page of the bid containing the proprietary/confidential information must be clearly identified by the words "Proprietary/Confidential Information" on the lower righthand corner of the page. Marking the entire bid proprietary/confidential and exempt from disclosure will not be honored and the bid will be rejected as non-responsive.

All information that is appropriately marked as proprietary or confidential will be redacted or removed from the bid documents prior to public inspection or disclosure.

2.6 REVISIONS TO THE SOLICITATION

In the event it becomes necessary to revise any part of this RFQQ, an amendment will be made available to all potential bidders posting to WEBS.

The DOH also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESS ENTERPRISE PARTICIPATION

Minority and Women Owned Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in Response to this RFQQ or as a subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the competitive procurement solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Veteran-Owned Business Enterprise

The DOH strongly encourages participation of businesses owned by veterans. No minimum level of veteran-owned business participation is required as a condition of receiving an Award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW.

2.8 RESPONSIVENESS

All bids will be reviewed by the RFQQ Coordinator and/or the Evaluation Team Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Bidder is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the bid as non-responsive.

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

2.9 MOST FAVORABLE TERMS/ BEST AND FINAL OFFER

The DOH reserves the right to make an award on the original bid submitted or, at its sole discretion, to request a best and final offer from the top contending bidders, as defined by the DOH. The initial bid should be submitted on the most favorable terms which the Bidder can propose. The DOH reserves the right to contact a Bidder for clarification of its bid.

The Bidder should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Bidder's entire bid. It is understood that the bid will become a part of the official contract file on this matter without obligation to the DOH.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful bidder will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. Inno event is a Bidder to submit its own standard contract terms and conditions in response to this RFQQ. The Bidder may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this RFQQ. The DOH will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

The DOH will not be liable for any costs incurred by the Bidder in preparation of a bid submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.12 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the state of Washington or the DOH to contract for services specified herein. The DOH reserves the right at its sole discretion to reject any and all bids received without penalty and not to issue a contract as a result of this RFQQ.

2.13 ACCESSIBILITY REQUIREMENTS FOR PROJECTS WITH INFORMATION TECHNOLOGY

The State of Washington is committed to providing access to information technology to the public and Washington State employees, including individuals with disabilities. Information Technology should be procured, developed, maintained, and utilized so that it is accessible to individuals with disabilities, unless it creates an undue burden on the agency. Information Technology, including Web sites, Web-based applications, software systems, and electronically published documents, should provide the substantially similar functionality to individuals with disabilities as it provides to others.

The System must meet Accessibility Requirements of WCAG 2.0 level AA, as prescribed by [Washington State OCIO Policy 188](#).

2.14 PROCUREMENT EVALUATION 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 (dated June 12, 2018), Department of Health will evaluate bids for best value and provide a bid preference in the amount of 5% to any bidder who certifies, pursuant to the certification attached as Exhibit D – Executive Order 18-03 – Workers’ Rights Washington State Goods & Services Contracts 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.

3 BID CONTENTS

Bids must be submitted via email or as otherwise allowed in Section 2.4. The three (3) major sections of the bid are to be submitted in the order noted below:

1. Letter of Submittal, Business Information, the signed Bid Certifications and Assurances, Wage Theft Certification, and the Tobacco or Cannabis/Marijuana Ties Disclosure Statements and Attestments (**Exhibit B, Exhibit B-1, Exhibit C and Exhibit E**).
2. Qualifications
3. Cost

Bids must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the bid, but should assist the Bidder in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the bid for the bid to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

As a reminder, information provided in bid documents is subject to public disclosure per section 2.5 of this RFQQ. Do not include information in your response that you do not want disclosed to the public.

3.1 **LETTER OF SUBMITTAL & BIDDER CERTIFICATIONS AND ASSURANCES(MANDATORY – NOT SCORED)**

Letter of Submittal, Business Information, the signed Bid Certifications and Assurances, the Wage Theft Certification, and the Tobacco or Cannabis/Marijuana Ties Disclosure Statements and Attestments (**Exhibit B, Exhibit B-1, Exhibit C and Exhibit E**) each must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Bid Certifications and Assurances, Wage Theft Certification, and the Tobacco or Cannabis/Marijuana Ties Disclosure Statements and Attestments form to the Letter of Submittal.

The Letter of Submittal must contain the following business information:

- State the name of the Bidder or company, address, phone number, email address of the primary contact, and legal status of entity (ownership).
- Provide the firm’s Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue, or affirm that it will be provided prior to contract signing.
- Indicate how many employees are with the firm. Name the firm principles and their roles.
- If applicable, include proof of certification issued by the Washington State Office of Minority and Women’s Business Enterprises if certified minority-owned firm and/or women-owned

firm(s) will be participating on this project.

- Identify any state employees or former state employees employed by the Bidder or on the Bidder's governing board as of the date of the bid. Include the individual's name, the agency previously or currently employed by, job title or position held, and separation date (if applicable). If, following a review of this information, it is determined by the DOH that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
- If the Bidder has had a contract terminated for default in the last five years, describe such incident including full details of the terms for default, including the other party's name, address, and phone number. Present the Bidder's position on the matter. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default. The DOH will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

3.2 **QUALIFICATIONS SECTION (MANDATORY – SCORED)**

The qualifications section of the bid must contain information that will demonstrate to the evaluation committee the Bidder's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

The qualifications response is to be submitted in two sections: Experience and Management.

This RFQQ is intended to evaluate the bidder's capacity to collaborate with DOH and its partners to put forward strong and innovative ideas and to manage creative development, production, and media placement. The intent is also to identify a partner that understands health communications, social marketing and the unique product requirements of state government.

DESIRED QUALIFICATIONS (SCORED) 5 Bonus points possible

A full-service advertising and marketing organization based in Washington that can:

- Demonstrate at least five years of operation in Washington State
- Demonstrate at least ten years of experience working in social marketing to change audience behavior, and
- Demonstrate experience executing substance use disorder prevention messaging.

EXPERIENCE (MANDATORY - SCORED)

This section is designed to identify a contractor that demonstrates the necessary experience to manage and implement multifaceted statewide media-based health communications efforts.

A. Youth ages 12-17 (35 points. Not to exceed 2 pages.)

To demonstrate the level of experience you have reaching youth with health information and health promotion messages, and to demonstrate your capacity to provide strategies for the youth programs, please describe the following:

1. Bidder's experience developing campaigns to change behavior of a youth audience. **(25 points)** Explanation should include:
 - Bidder's experience in managing online content (i.e., web sites, digital advertising, and social marketing) directed at a youth target audience.
 - Bidder's experience developing, designing and producing promotional materials needed to implement a youth campaign.
 - Bidder's experience in developing and implementing a controversial behavior change campaign for youth.
2. Bidder's experience providing consultations on media-based strategies to youth-serving coalitions/groups/organizations. **(5 points)**
3. Bidder's experience motivating youth to take action– include experience working directly with youth. **(5 points)**

B. Adults (25 points. Not to exceed 2 pages.)

To demonstrate the level of experience you have reaching adult audiences with health information, health promotion, and behavior change messages, and to demonstrate your capacity to provide strategies for adults please respond to the following:

1. Bidder's experience in motivating adults to take action for their health or the health of youth they influence. **(15 points)** Explanation should include:
 - Bidder's experience in developing, designing and producing promotional materials needed to implement an adult campaign.
 - Bidder's experience in developing digital content directed at an adult target audience.
 - Bidder's experience in developing and implementing a controversial public awareness campaign for adults.
2. Bidder's experience tailoring messages to audience segments (i.e., 18-20 year old young adults, pregnant and breastfeeding, low income, low education, rural residents, BIPOC, or LGBTQ). **(5 points)**
3. Bidder's experience engaging a state agency's stakeholders in a statewide media campaign or outreach effort. Please include examples of which stakeholders and how they were engaged. **(5 points)**

C. Community-focused Programs Targeting Diverse and Underserved Populations (25 points. Not to exceed 1 page)

The successful bidder will be responsible for developing and maintaining close working relationships with DOH and a variety of groups that experience a higher rate of health impacts because of marijuana use and tobacco use. These priority populations include African American, American Indian (Tribal and Urban)/Alaska Native, Asian/Pacific Islander, Hispanic/Latino/Latinx, LGBTQ, and people with lower incomes and less education.

To demonstrate the level of experience you have in working within these or similar demographics please describe your experiences with at least two examples and explain your process for collaboration.

D. Media Strategies (20 points. Not to exceed 1 page, excluding answer to D.1)

Please submit the following:

1. Share your history in obtaining match, value added, and Public Service Announcement placements. **(5 points)**
2. Describe your experience tracking, analyzing, evaluating, and reporting on media campaigns to clients. **(10 points)**
3. Provide an example of how you include formative evaluation in your planning and creative development processes. **(5 points)**

E. Creative Capabilities (25 points)

To demonstrate your creative capacities please submit the following examples from work completed within the last 5 years (additional 5 points provided for topics within substance use disorder prevention):

1. Two TV or digital videos
2. One Radio ad
3. Two print or out of home ads (electronic format size 8.5x11 inch)
4. Two forms of social media outreach (any platform)
5. One website (include URL or screen shots of key content)
6. Two additional items of your choice to illustrate your creative strengths

3.3 MANAGEMENT (MANDATORY - SCORED)

A. Staffing and Business Information (25 points. Not to exceed 1 page). In this section of the proposal, the Bidder is to discuss its capacity to deliver the services required under this contract including, the knowledge, skills, abilities, and experience of the proposed team members, organizational culture, mission, operations and overall reputation in the industry.

1. Provide information about your business, including its mission and philosophy, and how this contract would match its mission. **(5 points.)**
2. Describe your staff, especially those who will be working on this contract, your policy on diversity in the workplace, and if anyone is fluent in languages other than English. **(10 points)**
3. Describe your approach to managing media planning and placement including: **(10 points)**
 - a. Size of your media buying/planning department in terms of personnel, years of experience in media planning and buying, number of clients, and workload.
 - b. Name any business entities other than the Bidder that would be responsible for media purchases for this contract. Include what media purposes for which they would be responsible.

B. Contract and Project Management (30 points. Not to exceed 1 page)

In this section of the proposal, the Bidder is to detail its project management style.

Please describe the following:

1. Bidder's approach to project communication. How do you ensure a well- managed, streamlined approach to developing and implementing campaigns and ensure timely approval on steps in the process? **(9 points)**
2. Bidder's experience engaging a state agency's stakeholders in a statewide media campaign or outreach effort. Please include examples of which stakeholders and how they were engaged. **(8 points)**
3. Bidder's commitment that, for TV and radio advertising, union scale wages are paid to all production staff, actors and voice-overs, and that whenever possible Washington-based or Pacific Northwest-based or Pacific Northwest-based producers and production companies are contracted. **(5 points)**
4. Bidder's process for selecting outside vendors to support the campaign and how any subcontracted work is monitored for accuracy and compliance. **(4 points)**
5. Bidder's approach to working with DOH's other Marijuana Prevention and Education Program community contractors. **(4 points)**

C. References

Bidder is required to use the Reference Form included in this RFQQ (attached as Exhibit F) for each reference. Please attach references that demonstrate the following **(5 points)**:

- A community-based organization that you have partnered with on a media-based project
- A subcontractor, preferably for evaluation. This can be formative or outcome evaluation
- A client for whom the bidder, within the past 3 years, completed comparable health related work outlined in the Scope of Work section of this RFQQ that preferably highlights youth messaging

3.4 COST PROPOSAL (MANDATORY – SCORED)

Provide a general description of the compensation requirements of your firm, including:

(Up to 5 points – See scoring tool below. Not to exceed 2 pages)

- fees and services
- hourly billing rates
- any indirect rate charges
- commissions from media production and placement
- other

The evaluation process is designed to award this RFQQ not necessarily to the Bidder of least cost, but rather to the Bidder whose bid best meets the requirements of this Solicitation. Bidders are encouraged, however, to submit bids which are consistent with state government efforts to conserve state resources.

QUOTATIONS – See Section 3.3 above
NOTE: Lower proposed bids receive more points
Example:
 Lowest cost proposed is \$1,375,000
 Bidder’s cost proposed is \$1,385,000
 > $1,375,000/1,385,000 = .99278 \times 5 = 4.96$

Up to 5 points

SCORE:

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

The evaluation process is designed to award this RFQQ to the Bidder whose bid best meets the requirements of this RFQQ. Bidders are encouraged, however, to submit bids which are consistent with state government efforts to conserve state resources.

Responsive bids will be evaluated strictly in accordance with the requirements stated in this RFQQ and any amendments issued. The evaluation of bids shall be accomplished by an evaluation team to be designated by the DOH, which will determine the ranking of the bids.

4.2 EVALUATION WEIGHTING AND SCORING

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

Letter of Submittal – MANDATORY (Not Scored)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
<i>QUALIFICATIONS – Mandatory/Scored – Up to 135 points possible</i>		
	Possible	Received
1. Desired Qualifications (Mandatory/Scored – 5 bonus points possible)		
A full-service advertising and marketing organization based in Washington that can: <ul style="list-style-type: none"> • Demonstrate at least five years of operation in Washington State • Demonstrate at least ten years of experience working in social marketing to change audience behavior, and • Demonstrate experience executing substance use disorder prevention messaging. 	<u>Up to 5</u>	_____
2. Experience (Mandatory/Scored – Up to 130 points possible)		
A. Youth ages 12-17 (35 points. Not to exceed 2 pages.) To demonstrate the level of experience you have reaching youth with health information and health promotion messages, and to demonstrate your capacity to provide strategies for the youth programs, please describe the following: <ol style="list-style-type: none"> 1. Bidder’s experience developing campaigns to change behavior of a youth audience. (25 points) Explanation should include: <ul style="list-style-type: none"> • Bidder’s experience in managing online content (i.e., web sites, digital advertising, and social marketing) directed at a 	<u>Up to 35</u> Up to 25	<u>Up to 35</u> _____

<p>youth target audience.</p> <ul style="list-style-type: none"> • Bidder’s experience developing, designing and producing promotional materials needed to implement a youth campaign. • Bidder’s experience in developing and implementing a controversial behavior change campaign for youth. <p>2. Bidder’s experience providing consultations on media-based strategies to youth-serving coalitions/groups/organizations. (5 points)</p> <p>3. Bidder’s experience motivating youth to take action– include experience working directly with youth. (5 points)</p>	<p>Up to 5</p> <p>Up to 5</p>	<p>_____</p> <p>_____</p>
<p>B. Adults (25 points. Not to exceed 2 pages.) To demonstrate the level of experience you have reaching adult audiences with health information, health promotion, and behavior change messages, and to demonstrate your capacity to provide strategies for adults please respond to the following:</p> <p>1. Bidder’s experience in motivating adults to take action for their health. (15 points) Explanation should include:</p> <ul style="list-style-type: none"> • Bidder’s experience in developing, designing and producing promotional materials needed to implement an adult campaign. • Bidder’s experience in developing digital content directed at an adult target audience. • Bidder’s experience in developing and implementing a controversial public awareness campaign for adults. <p>2. Bidder’s experience tailoring messages to audience segments (i.e., 18 – 20-year-old young adults, pregnant and breastfeeding women, low income, low education, rural residents, BIPOC, or LGBTQ). (5 points)</p> <p>3. Bidder’s experience engaging a state agency’s stakeholders in a statewide media campaign or outreach effort. Please include examples of which stakeholders and how they were engaged. (5 points)</p>	<p><u>Up to 25</u></p> <p>Up to 15</p> <p>Up to 5</p> <p>Up to 5</p>	<p><u>Up to 25</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>C. Community-focused Programs Targeting Diverse and Underserved Populations (25 points. Not to exceed 1 page)</p> <p>The successful bidder will be responsible for developing and maintaining close working relationships with DOH and a variety of groups that experience a higher rate of health impacts because of marijuana use. These priority populations include African American, American Indian (Tribal and Urban)/Alaska Native, Asian/Pacific Islander, Hispanic/Latino/Latinx, LGBTQ, and people with lower incomes and less education.</p> <p>To demonstrate the level of experience you have in working within these or similar demographics please describe your experiences with at least two examples and explain your process for collaboration.</p>	<p>Up to 25</p>	<p>_____</p>
<p>D. Media Strategies (20 points. Not to exceed 1 page, excluding answer to D.1) Please submit the following:</p> <p>1. Share your history in obtaining match, bonus weight and Public Service Announcement placements. (5 points)</p> <p>2. Describe your experience tracking, analyzing, evaluating, and reporting on media campaigns to clients. (10 points)</p> <p>3. Provide an example of how you include formative evaluation in your planning and creative development processes. (5 points)</p>	<p><u>Up to 20</u></p> <p>Up to 5</p> <p>Up to 10</p> <p>Up to 5</p>	<p><u>Up to 20</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>E. Creative Capabilities (25 points) To demonstrate your creative capacities please submit the following examples from work completed within the last 5 years (additional 5 points provided for topics within substance use disorder prevention):</p>	<p>Up to 25</p>	<p>_____</p>

<ol style="list-style-type: none"> 1. Two TV ads 2. One Radio ad 3. Two print or out of home ads (electronic format size 8.5x11 inch) 4. Two digital ads 5. Two forms of social media outreach (any platform) 6. One website (include URL or screen shots of key content) 7. Two additional items of your choice to illustrate your creative strengths 		
MANAGEMENT – Mandatory/Scored – Up to 60 points possible	Possible	Received
<p>A. Staffing and Business Information (25 points. Not to exceed 1 page).</p> <p>In this section of the proposal, the Bidder is to discuss its capacity to deliver the services required under this contract including, the knowledge, skills, abilities, and experience of the proposed team members, organizational culture, mission, operations and overall reputation in the industry.</p> <ol style="list-style-type: none"> 1. Provide information about your business, including its mission and philosophy, and how this contract would match its mission. (5 points.) 2. Describe your staff, especially those who will be working on this contract, your policy on diversity in the workplace, and if anyone is fluent in languages other than English. (10 points) 3. Describe your approach to managing media planning and placement including: (10 points) <ol style="list-style-type: none"> a. Size of your media buying/planning department in terms of personnel, years of experience in media planning and buying, number of clients, and workload. b. Name any business entities other than the Bidder that would be responsible for media purchases for this contract. Include what media purposes for which they would be responsible. 	<p><u>Up to 25</u></p> <p>Up to 5</p> <p>Up to 10</p> <p>Up to 10</p>	<p><u>Up to 25</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>B. Contract and Project Management (30 points. Not to exceed 1 page)</p> <p>In this section of the proposal, the Bidder is to detail its project management style. Please describe the following:</p> <ol style="list-style-type: none"> 1. Bidder’s approach to project communication. How do you ensure a well-managed, streamlined approach to developing and implementing campaigns and ensure timely approval on steps in the process? (9 points) 2. Bidder’s experience engaging a state agency’s stakeholders in a statewide media campaign or outreach effort. Please include examples of which stakeholders and how they were engaged. (8 points) 3. Bidder’s commitment that, for TV and radio advertising, union scale wages are paid to all production staff, actors and voice-overs, and that whenever possible Washington-based or Pacific Northwest-based or Pacific Northwest-based producers and production companies are contracted. (5 points) 4. Bidder’s process for selecting outside vendors to support the campaign and how any subcontracted work is monitored for accuracy and compliance. (4 points) 5. Bidder’s approach to working with DOH’s other Marijuana Prevention and Education Program community contractors. (4 points) 	<p><u>Up to 30</u></p> <p>Up to 9</p> <p>Up to 8</p> <p>Up to 5</p> <p>Up to 4</p> <p>Up to 4</p>	<p><u>Up to 30</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>C. References</p> <p>Bidder is required to use the Reference Form included in this RFQQ (attached as Exhibit F) for each reference. Please attach references that demonstrate the following (5 points):</p> <ul style="list-style-type: none"> • A community-based organization that you have partnered with on a media-based project 	<p>Up to 5</p>	<p>_____</p>

<ul style="list-style-type: none"> • A subcontractor, preferably for evaluation. This can be formative or outcome evaluation • A client for whom the bidder, within the past 3 years, completed comparable health related work outlined in the Scope of Work section of this RFQQ that preferably highlights youth messaging 		
COST PROPOSAL (MANDATORY – SCORED) – Up to 5 points possible		
Provide a general description of the compensation requirements of your firm, including: (Up to 5 points. Not to exceed 2 pages) <ul style="list-style-type: none"> • fees and services • hourly billing rates • any indirect rate charges • commissions from media production and placement • other <p>The evaluation process is designed to award this RFQQ not necessarily to the Bidder of leastcost, but rather to the Bidder whose bid best meets the requirements of this RFQQ. Bidders are encouraged, however, to submit bids which are consistent with state government efforts to conserve state resources.</p> <p>QUOTATIONS – See Section 3.3 above NOTE: Lower proposed bids receive more points Example: Lowest cost proposed is \$1,375,000 Bidder’s cost proposed is \$1,385,000 $1,375,000/1,385,000 = .99278 \times 5 = 4.96$</p>	Up to 5	_____
Total Regular Points Available – Up to 200 points possible	Up to 200 points	_____
Executive Order 18-03 Certification – See Section 2.14 above – Up to 10 points possible	Received from Bidder? Y <input type="checkbox"/> / N <input type="checkbox"/>	
Executive Order 18-03 Certification – <u>Bonus Points are available only if a completed, signed Exhibit C form is returned with your proposal/bid</u>	10 points (5% of total available points)	_____
TOTAL:	UP TO 210 POINTS	Received:

4.3 CLARIFICATION OF BID

The RFQQ Coordinator may contact the Bidder at any time, for any reason, for clarification of any portion of the Bidder’s bid.

4.4 NOTIFICATION TO BIDDERS

The Bidder(s) with the highest total score(s) will be declared the Apparent Successful Bidder(s). This does not guarantee that the State will enter into a contract with the Bidder. Designation as an Apparently Successful Bidder allows the State to enter into contract negotiations with the Apparent Successful Bidder. Bidders that act or fail to act in reliance on this notification do so at their own risk and expense.

Bidders that were not selected for further negotiation or award will be notified by email.

4.5 DEBRIEFING OF UNSUCCESSFUL BIDDERS

The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the announcement of the apparent successful bidder. The request should include a list of bidder attendees including their titles. Debriefing will be conducted electronic means, as determined by the RFQQ Coordinator. **The failure of a Bidder to make a timely request and/or attend a debriefing conference shall constitute a waiver of the right to submit a protest.**

Discussion will be limited to a critique of the requesting Bidder's bid. Comparisons between bids or evaluations of the other bids will not be allowed. Debriefing conferences will be scheduled for a maximum of one hour. Debrief conferences will be held via Microsoft Teams or another electronic format of DOH's choosing. Upon request for a debrief, DOH will explore current options at that time.

4.6 PROTEST PROCEDURE

Bidders protesting this RFQQ shall follow the procedures described below. Protests that do not follow these procedures shall not be considered.

This procedure is available to Bidders who submitted a response to this RFQQ document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest with the RFQQ Coordinator. The protest must be via email, include the RFQQ number, be clearly labeled as "Protest", include a specific and complete statement of facts forming the basis of the protest, and include a description of the relief or corrective action requested.

A protest may be based only on one or more of the following:

- bias, discrimination or conflict of interest on the part of the evaluator
- errors in computing the scores; or
- non-compliance with procedures described in the RFQQ document. Protests not based on the above procedural matters will not be considered

Upon receipt of a protest, a protest review will be held by a DOH agency representative. This representative will be a neutral party who was not involved in the RFQQ evaluation and award process. The agency representative will review the protest and all available facts and issue a response within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the estimated additional time needed to respond.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DOH's action; or
- Find only technical or harmless errors in the DOH's acquisition process and determine the DOH to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the DOH options which may include:
 - Correct the errors and re-evaluate all bids, and/or
 - Reissue the RFQQ document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate

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

The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept the DOH protest decision, the bidder may seek relief from the Superior Court in Washington State.

5. SOLICITATION EXHIBITS

Exhibit A – Proposed/Sample Scope of Work

Exhibit B – Bid Certifications and Assurances

Exhibit B-1 – Wage Theft Certification

Exhibit C – Executive Order 18-03 Certification

Exhibit D – Contract General Terms and Conditions (GT&Cs)

Exhibit E – Tobacco or Cannabis/Marijuana Ties Disclosure Statements and Attestments

Exhibit F – Reference Form

EXHIBIT A

EXHIBIT A - PROPOSED/SAMPLE SCOPE OF WORK

This sample Scope of Work is intended to help potential bidders to understand the basic goals, intentions and direction of this project and to facilitate submission of bids. After announcement of the apparent successful bidder (ASB), a final statement of work will be developed in coordination with the ASB which will detail the specific methods, tasks, deliverables, due dates and other requirements of the contract.

Contract Purpose: To provide media-based health communication, education, and advertising services to protect the public's health by preventing the initiation and use of recreational marijuana by youth and young adults in Washington. The ASB will provide media planning, integrated health communications strategy development, paid media placements, earned media strategy and outreach, and strategic communications counsel.

The successful bidder will be responsible for the following components and other related tasks to be determined when the final statement of work is developed.

1. Conceptualize, develop, pre-test, produce, and participate in the evaluation of a media-based health education campaign aimed at preventing marijuana use initiation and decreasing marijuana use prevalence rates among Washington youth and young adults aged 12-20 through increased awareness of marijuana laws and the risks of marijuana use
 - The campaign will include population-based strategies and customized efforts to reach high-risk and other Washington populations which are disproportionately affected by marijuana use.
2. Develop and implement an annual formative evaluation plan to determine the strategic direction of the advertising campaign and its components, including assessing the viability of any current branding. Creative concepts and then specific messaging will be tested through cognitive groups, focus groups, polling and other methods, prior to production.
3. Develop, implement, maintain and track the success of any Web sites developed for a specific campaign to assure it reaches the intended audiences with relevant information and activities and that it complies with all DOH specific requirements and policies
4. Conduct market research and analysis to provide information about market segmentation, most effective media placement, and marijuana messaging relative to other social marketing campaigns. Consistently assess similar campaigns in other states. The selected agency may partner with DOH to oversee quantitative media evaluation projects— most outcome evaluation will be handled internally by DOH, however, in those instances when not directly involved, the contractor is expected to work closely with DOH to understand the effectiveness of the campaign, areas of focus, and learnings to be applied to future executions.

EXHIBIT A

5. Use good faith efforts to obtain the most cost-effective buyouts and talent agreements whenever possible, but especially in cases when additional uses of advertisements and their components are anticipated (i.e., Oregon or Colorado wants to use our assets).
6. For each campaign, contractor will be expected to develop alternate plans for the areas of state that are not part of the main communications market. For example, how do we get the message to Skamania County specifically or SW Washington in general, when most of their over-the-air media comes from Oregon? Proactive solutions to this constant concern should be included in each proposal.
7. For each campaign, budget for and develop collateral or support materials for MPEP partners, contractors and other interested stakeholders.
 - For example, small posters, maybe newspaper ad layouts, sample social media content, etc.
 - When planning and costing a campaign, plan to include extra costs for additional items (and shipping) when it is necessary to supply certain parts of the state with materials not available in their areas as part of the regular components of the campaign.
8. Develop a management and monitoring plan to keep DOH apprised of all campaign activities. Provide complete documentation for use in preparing reports on the campaign's implementation and outcomes. Provide at a minimum, monthly written reports and budget summaries. Reports should include a summary of monthly activities as well as a list of open jobs and their status, estimates and billing to estimates, and other details as required by DOH staff. The Contractor should be prepared to attend regular telephone status conference calls and meetings, and conduct at least quarterly presentations to DOH staff in person.
9. To the extent permitted by law, provide masters of all approved advertising in forms to be determined by DOH for the purpose of archiving and other legal uses.
10. Design, maintain and monitor a system for substantiating facts used in advertising and other communications. Obtain internal legal review of finished advertisements prior to submission to DOH for approval. Provide copies of scientific studies, research, and calculations used in advertisements or promotions. Ensure the validity of the facts and consistency of their use.
11. Prior to the actual kick-off of each new campaign, supply a simple 2-3 page Fact Sheet on the campaign, including the research findings used, or the rationale behind it, that can be shared with the various contractors around the state.

EXHIBIT B

EXHIBIT B - BID CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the bid, and in the Tobacco Industry Ties Disclosure Statements and Attestations (*see EXHIBIT E*) are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid.
3. The attached bid is a firm offer for a period of 60 days following receipt, and it may be accepted by the DOH without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this bid, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this bid or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the DOH will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the DOH, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the RFQQ contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Information that has been determined to be proprietary or confidential has been clearly marked and included in this bid as a separate document.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. I/we declare that we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions.

Signature of Bidder

Name & Title

Date

**EXHIBIT B-1 – Contractor Certification
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

Procurement No. DOH-RFQQ26134-0

Procurement RFQQ Dated: July 07, 2021

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.45, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement or RFQQ date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.45, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement or RFQQ date.

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

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

Return Contractor Certification to Procurement Coordinator at:
bids@doh.wa.gov

**EXHIBIT C – EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS CERTIFICATION**

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Health is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Procurement #: DOH-RFQQ26134-0

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

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

FIRM NAME: _____

Name of Contractor/Bidder – Print full legal entity name of firm

By: _____

Signature of authorized person

Print Name of person making certifications for firm

Title: _____

Title of person signing certificate

Place: _____

Print city and state where signed

Date: _____

Return this Contractor Certification to RFQQ Coordinator at: bids@doh.wa.gov

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EXHIBIT D – CONTRACT TERMS AND CONDITIONS (GT&Cs)



CONTRACT NUMBER:	SUBRECIPIENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

THIS AGREEMENT is made by and between the state of Washington Department of Health, hereinafter referred to as DOH, and the party whose name appears below, hereinafter referred to as Contractor.

CONTRACTOR NAME and ADDRESS:
TBD

UBI #:

PURPOSE:

IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK: The Contractor shall provide all the necessary personnel, equipment, materials, goods and services and otherwise do all things necessary for or incidental to the performance of the work as described in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance under this contract shall be from _____ through _____ unless sooner terminated as provided herein.

DEPARTMENT OF ENTERPRISE SERVICES APPROVAL: This contract may be required to be filed with the Department of Enterprise Services (DES) for approval under the provisions of Chapter 39.26 RCW. No contract or amendment required to be so filed is effective and no work thereunder shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by DES. In the event DES fails to approve the contract or amendment, the contract shall be null and void.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

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Information about your organization and this contract will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this contract and must be completed and returned along with the contract.

CONSIDERATION: The maximum consideration available under this contract shall not exceed **\$0.00** without a properly executed written amendment signed by representatives of both parties authorized to do so.

Source of Funds:					
Federal	\$	State	\$	Other	\$
				TOTAL	\$

Contractor agrees to comply with all applicable rules and regulations associated with these funds.

Unless otherwise indicated in this contract, any state funds which are unexpended as of June 30th will not be available for carry over into the next state fiscal year (July – June).

INVOICES AND PAYMENT: Contractor will submit invoices to the DOH Project Manager for all amounts to be paid. Invoices must reference this contract number and provide detailed information as requested. All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance. The Contractor will not invoice for services if they are entitled to payment, have been, or will be paid by any other source for that service.

DOH will issue payment within 30 days of receiving a correct and complete invoice and approving the deliverable(s). DOH must receive correct and complete invoices within 60 days of the contract expiration date. Late invoices will be paid at the discretion of DOH and are contingent upon the availability of funds. Failure to submit a properly completed IRS form W-9 may result in delayed payments.

GOVERNANCE: In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Contract amendments
- D. The contract (in this order)
 - 1. Special Terms and Conditions (Exhibit C if used – *Exhibit C, for purposes of this contract*)
 - 2. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1) – *if applicable*
 - 3. Primary document (document that includes the signature page)
 - 4. Standard/General Terms and Conditions (Exhibit B)
 - 5. Statement of Work (Exhibit A)
 - 6. **DOH-RFQQ26134-0** and the bidder's response

UNDERSTANDING: This contract, including referenced exhibits, attachments & documents included herein by reference, contains all the terms and conditions agreed upon by the parties. No other

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understandings, oral or otherwise, regarding the subject matter of this contract shall exist or bind any of the parties hereto.

APPROVAL: This contract shall be subject to the written approval of DOH Contracting Officer and shall not be binding until so approved. Only the Contracting Officer or his/her designee, by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

IN WITNESS WHEREOF: DOH and the Contractor have signed this contract.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME AND TITLE	
DOH CONTRACTING OFFICER SIGNATURE	DATE

This contract has been approved as to form by the attorney general.

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**FINAL NEGOTIATED STATEMENT OF WORK WILL BE
INSERTED HERE WHEN CONTRACT IS READY TO BE SIGNED.**

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

1. "Allowable Cost" shall mean an expenditure which meets the test of the Uniform Guidance (2CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are: 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under state or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420).
2. "Client" shall mean an agency, firm, organization, individual or other entity applying for or receiving services under this contract.
3. "Cognizant State Agency" shall mean the state agency from whom the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the sub-recipient, unless a cognizant state agency has been designated by OFM.
4. "Confidential Information " shall mean information that is exempt from disclosure under chapter 42.56 RCW, and other state or federal statutes and regulations.
5. "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the non-Federal entity receiving the Federal funds:

- A. Provides the goods and services within normal business operations;
 - B. Provides similar goods or services to many different purchasers;
 - C. Normally operates in a competitive environment;
 - D. Provides goods or services that are ancillary to the operation of the Federal program; and
 - E. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
6. "Contracting Officer" shall mean that individual(s) of the Contracts and Procurement Office of DOH and his/her delegates within that office authorized to execute this contract on behalf of DOH.
 7. "Department" shall mean the Department of Health (DOH) of the state of Washington, any division, section, office, unit or other entity of the department, or any of the officers or other officials lawfully representing DOH.

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8. "Equipment" shall mean an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more.
9. "Noncompliance" shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 - A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate the Federal award.
 - D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - E. Withhold further Federal awards for the project or program.
 - F. Take other remedies that may be legally available.
10. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal information includes "protected health information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and any other information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state and federal statutes.
11. "Reimbursement" shall mean that DOH will repay the Contractor for allowable costs incurred under the terms of this contract.
12. "Sensitive Data" shall mean data that is held confidentially, and if compromised may cause harm to individual citizens or create a liability for the State.
13. "Specific Conditions"
 - A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:

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- 1) Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
 - 2) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
 - 3) When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 - 4) When an applicant or recipient is not otherwise responsible.
- B. These additional Federal award conditions may include items such as the following:
- 1) Requiring payments as reimbursements rather than advance payments;
 - 2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - 3) Requiring additional, more detailed financial reports;
 - 4) Requiring additional project monitoring;
 - 5) Requiring the non-Federal entity to obtain technical or management assistance; or
 - 6) Establishing additional prior approvals.
- C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:
- 1) The nature of the additional requirements;
 - 2) The reason why the additional requirements are being imposed;
 - 3) The nature of the action needed to remove the additional requirement, if applicable;
 - 4) The time allowed for completing the actions if applicable, and
 - 5) The method for requesting reconsideration of the additional requirements imposed.
- D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.
14. "Subcontractor" shall mean a person, partnership, or company, not in the employ of or owned by the Contractor, who is performing all or part of those services under a separate contract with or on behalf of the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier
15. "Subrecipient" shall mean a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance;
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

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- E. In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.
16. "Successor" shall mean any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor.

II. GENERAL CONDITIONS

1. **ACCESS TO DATA** – In compliance with chapter 39.26 RCW, the Contractor shall provide access to data generated under this contract to DOH, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models. The Contractor agrees to make personal information covered under this contract available to DOH for inspection or to amend the personal information, as directed by DOH. Contractor shall, as directed by DOH, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.
2. **ADVANCE PAYMENTS PROHIBITED** – No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by DOH.
3. **AMENDMENTS** – This contract may be amended by mutual written contract of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
4. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35** – The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
5. **ASSIGNABILITY** – Neither this contract nor any claim arising under this contract shall be transferred or assigned by the Contractor without prior written consent of DOH.
6. **ATTORNEYS' FEES** – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **CHANGE IN STATUS** - In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify DOH of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.
8. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION** – The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state laws

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and administrative rules governing confidentiality. Specifically, the Contractor agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this contract.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Contractor shall immediately notify the DOH Privacy Officer at dohprivacyofficer@doh.wa.gov. For the purposes of this contract, "immediately" shall mean within two calendar days.

The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless DOH for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, subcontractors, or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Information.

B. Subsequent Disclosure

The Contractor will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Contractor agrees to notify and discuss with the DOH Privacy Officer requests for all information that are part of this contract, prior to disclosing the information. The Contractor further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

9. **CONFLICT OF INTEREST** – Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the Contractor, terminate this contract if it is found, after due notice and examination by DOH or its agent that there is a violation of the ethics in public service act, chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this contract.

In the event this contract is terminated as provided above, DOH shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DOH provided for in this section shall not be exclusive are in addition to any other rights and remedies provided by law. The existence of facts upon which DOH makes a determination under this section shall be an issue and may be reviewed as provided in the "disputes" section of this contract.

10. **COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

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employees or bona fide established agents maintained by the Contractor for the purpose of securing business. DOH shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

- 11. **DEBARMENT** – The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

- 12. **DISPUTES** – The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this contract or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the DOH Contracts Unit which shall oversee the following dispute resolution process: DOH shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; DOH's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.

A party's request for a dispute resolution must:

- be in writing,
- state the disputed issues,
- state the relative positions of the parties,
- state the Contractor's name, address, and his/her department contract number,
- be mailed within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes to:

ATTN: Contracts and Procurement Manager
DOH Contracts Unit
PO Box 47905
Olympia, WA 98504-7905

This dispute resolution process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

- 13. **EFFECTIVE DATE** – Unless otherwise specified under period of performance, the effective date of this contract and subsequent amendments, if any, is the date of execution. The date of execution is the last date of signature of the parties to the contract. Contractor assumes all liability for any expenses incurred prior to the date of execution or in the event the contract/amendment is not executed.

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14. **GOVERNING LAW** – This contract shall be governed by the laws of the state of Washington and applicable federal laws and regulations. The venue of any legal action or suit concerning this contract shall be the Thurston County Superior Court and all actions or suits thereon shall be brought therein.

15. **INDEMNIFICATION** – To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the state of Washington, DOH, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. “Claim” as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by Contractors’ agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor’s or any subcontractor’s performance or failure to perform the contract. Contractor’s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

16. **INDEPENDENT CAPACITY OF THE CONTRACTOR** – The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under the contract are not employees or agents of DOH. The contractor shall not hold himself/herself out as nor claim to be an officer or employee of DOH or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

17. **INDUSTRIAL INSURANCE COVERAGE** – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor’s employees, as may be required of an “employer” as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this contract. If the 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, DOH may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DOH under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of the Department of Labor and Industries rights to collect from the Contractor.

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Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

18. **INSURANCE** – The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

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) \$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 DOH 30 days advance notice of any insurance cancellation.

Upon request, Contractor shall submit to DOH, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor shall submit renewal certificates as appropriate during the term of the contract.

19. **LICENSING, ACCREDITATION AND REGISTRATION** – The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
20. **LIMITATION OF AUTHORITY** – Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the Contracting Officer.
21. **NONDISCRIMINATION** – During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

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22. **NONDISCRIMINATION LAWS NONCOMPLIANCE** – In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DOH. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute procedure set forth herein.
23. **OVERPAYMENTS AND ASSERTION OF LIEN** – In the event that DOH establishes overpayments or erroneous payments made to the Contractor under this contract, DOH may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to DOH, or by doing both.
24. **PRIVACY** – Personal information including, but not limited to “protected health information” collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. 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 DOH or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to “salting” by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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 DOH for any damages related to the contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

25. **PUBLICITY** – The Contractor agrees to submit to DOH all advertising and publicity matters relating to this contract wherein DOH's name is mentioned or language used from which the connection of DOH's name may, in DOH's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DOH.
26. **RECORDS, DOCUMENTS, AND REPORTS** –The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or

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audit by DOH, personnel duly authorized by DOH, the office of the state auditor, and federal and state officials so authorized by law, regulation or agreement.

If the contract reimburses the Contractor for costs incurred in performance, the Contractor shall in addition maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. **REGISTRATION WITH DEPARTMENT OF REVENUE** – The Contractor shall complete registration with the Washington State Department of Revenue, if applicable, and be responsible for payment of all taxes due on payments made under this contract.
28. **RIGHT OF INSPECTION** – The Contractor shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract. The Contractor shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of personal information obtained or used as a result of this contract shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.
29. **RIGHTS IN DATA/COPYRIGHT** – Unless otherwise provided, all materials produced exclusively under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DOH. DOH shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DOH effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions that derive exclusively from the Contractor's work under this contract. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

The Contractor shall exert all reasonable effort to advise DOH, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and

EXHIBIT D

of any portion of such document which was not produced in the performance of this contract. DOH shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

30. **SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH IT Security Officer, Contractor receiving confidential information under this contract assures that:

- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer's policy, Securing Information Technology Assets, available at <http://ofm.wa.gov/ocio>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH IT Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with ISB IT security standards and guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or AES encryption (128bit or stronger) to protect confidential data at rest;
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and expire at least every 180 days;
 - Strong (Two Factor) authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 20 minutes, or for Confidential Information, until administrator reset;
 - AES encrypted (128bit or stronger) sessions for all data transmissions.
 - Firewall rules and network address translation that isolate database servers from web servers and public networks;
 - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
 - Log management and intrusion detection/prevention systems;
 - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

31. **SEVERABILITY** – If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

EXHIBIT D

32. **SITE SECURITY** – While on DOH premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. DOH reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify DOH.
33. **SUBCONTRACTING** – Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this contract without prior written approval of DOH. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the Contractor's duties. This clause does not apply to Hospitals and/or Medical Clinics that must contract with specialty physicians (e.g. anesthesiologists, radiologists, physicians groups, independent practitioners, etc.) nor does it include contracts of employment between the contractor and personnel assigned to work under this contract.

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

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent or undesirable, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work.

The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the contract, nor be the basis for additional charges to DOH.

DOH has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

34. **SURVIVABILITY** – The terms and conditions contained in this contract which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the contract shall survive,
35. **SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE** – In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

EXHIBIT D

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the contract will be terminated retroactive to the original date of termination.

- 36. **TAXES** – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
- 37. **TERMINATION FOR CONVENIENCE** – Except as otherwise provided in this contract, the Contracting Officer may, by TEN (10) calendar days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of DOH.

If this contract is so terminated, DOH shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

- 38. **TERMINATION FOR DEFAULT** – In the event DOH determines the contractor has failed to comply with the conditions of this contract in a timely manner, DOH has the right to suspend or terminate this contract. Further, DOH may terminate this contract for default, in whole or in part, if DOH has a reasonable basis to believe that the contractor has:
 - A. Failed to meet or maintain any requirement for contracting with DOH;
 - B. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
 - C. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
 - D. Violated any applicable law or regulation.

Before suspending or terminating the contract, DOH shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within fourteen (14) 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. DOH 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 DOH to terminate the contract. A termination shall be deemed to be 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 DOH provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

- 39. **TERMINATION PROCEDURE** – Upon termination of this contract DOH may require the Contractor to deliver to DOH 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.

EXHIBIT D

DOH shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount agreed upon by the Contractor and the Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. If the termination is for default, the Contracting Officer shall determine the extent of the liability of DOH. Failure to agree with such determination shall be a dispute within the meaning of the Disputes clause of this contract.

DOH may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect DOH against potential loss or liability.

The rights and remedies of DOH 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 Contracting Officer, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, facilities except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as directed by the Contracting Officer, any property which, if the contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by the Contracting Officer; and,
- Take such action as may be necessary, or as the Contracting Officer 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 DOH has or may acquire an interest.

40. **WAIVER OF DEFAULT** – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of DOH.

EXHIBIT E

**EXHIBIT E – TOBACCO or CANNABIS/MARIJUANA TIES
DISCLOSURE STATEMENTS and ATTESTMENTS
(Must be submitted with the Letter of Intent)**

Provision of the following Disclosure Statements and Attestments are REQUIRED for all Bidders.
Failure to respond to any of the elements or failure to make any of the attestments will result in elimination of your proposal from consideration.

Statement of Intent: It is not the intent of DOH to enter into a contractual relationship with any entity which is subsidized by the tobacco or cannabis/marijuana industries. However, we do recognize that peripheral relationships may exist which, in fact, do not reflect a promotion of the tobacco or cannabis/marijuana industries or their products. Therefore, we provide this opportunity to prospective bidders to disclose such relationships and to submit clarifying

1. Provide a statement disclosing any and all, present and for the past three years, direct and indirect organizational or business relationships between the agency or its subcontractors, including its owners, parent company or subsidiaries, and companies involved in any way in the production, processing, distribution, promotion, sale or use of tobacco. Be sure to provide sufficient information to clarify the relationship(s).
2. Provide a statement attesting that you understand and acknowledge that if during the course of proposal evaluation, it is determined that false or misleading disclosure information has been provided, DOH will eliminate your organization from further consideration.
3. Provide a statement attesting that you understand and acknowledge that subsequent to the execution of the contract as a result of this RFQQ, if it is determined that false or misleading disclosure information has been provided, a contract will not be signed with your organization and any negotiation will be stopped.
4. Provide a statement that you understand and acknowledge that if your organization is awarded a contract as a result of this RFQQ, your organization will not accept any work involved in the production, processing, distribution, promotion, sale or use of tobacco during the term of a contract with DOH without receiving prior written approval from DOH, which shall not be unreasonably withheld.

NOTE: These Disclosure Statements and Attestments are required as part of the Letter of Intent only for the primary bidder. DOH reserves the right to require all subcontractors meet the same attestations.

Commented [HD(1)]: Fixed per Kristen's suggestion

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

Return Contractor Certification to Procurement Coordinator at:
bids@doh.wa.gov

EXHIBIT F

Exhibit F – REFERENCE FORM

NOTE: Bidder is required to complete and send the form(s) back to the RFQQ Coordinator attached with your bid.

Name of the entity for whom this reference applies: (Note: Bidder submission of this form constitutes permission for Customer to contact the reference.)	
Contact Name of Reference:	Contact's E-mail:
Contact's Phone Number:	Time Frame of Services Provided:
What was your relationship with this entity? <i>(check the box that best applies)</i> <input type="checkbox"/> Partner <input type="checkbox"/> Subcontractor <input type="checkbox"/> A past client or current client	Budget for Services Performed by Bidder:
Description of Services Performed:	
Rate this entity on a scale of 1 to 10 (1-10, 10 being the highest) and why? What were their strengths? _____(1-10, 10 being the highest) Why?	

EXHIBIT F

<p>Would you recommend this entity as our contractor?</p> <p>_____(1-10, 10 being the highest)</p> <p>Why?</p>
<p>Would you work with this entity again if given the opportunity?</p> <p>_____(1-10, 10 being the highest)</p> <p>Why?</p>
<p>Please share any constructive feedback</p>