



STATE OF WASHINGTON

HEALTH CARE AUTHORITY

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 2021HCA20**

*NOTE: If you download this RFP from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.*

**PROJECT TITLE: As Needed Marketing, Public Education, and Communication Services**

**PROPOSAL DUE DATE:** All proposals must arrive by 2:00 p.m. Pacific Time on October 1, 2021

**ESTIMATED TIME PERIOD FOR CONTRACT:** November 15, 2021, through October 31, 2024

The Health Care Authority reserves the right to extend the contract for up to 5 additional one-year periods at the sole discretion of the Health Care Authority.

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

**SUBMIT PROPOSAL TO:**

**Delivered Electronically**

**Mayra Ledesma**

[HCAProcurements@hca.wa.gov](mailto:HCAProcurements@hca.wa.gov)

**PROCUREMENT WEBSITE:**

<https://www.hca.wa.gov/about-hca/bids-and-contracts>

**WEBS:**

<https://pr-webs-vendor.des.wa.gov/>



<b>1. INTRODUCTION.....</b>	<b>4</b>
1.1. PURPOSE.....	4
1.2. BACKGROUND .....	4
1.3. OBJECTIVES AND SCOPE OF WORK.....	4
1.4. MINIMUM QUALIFICATIONS .....	6
1.5. PERIOD OF PERFORMANCE .....	6
1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES .....	6
1.7. DEFINITIONS .....	6
1.8. ADA.....	7
<b>2. GENERAL INFORMATION FOR BIDDERS.....</b>	<b>8</b>
2.1. RFP COORDINATOR .....	8
2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.....	8
2.3. SUBMISSION OF PROPOSALS.....	8
2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE .....	9
2.5. REVISIONS TO THE RFP .....	10
2.6. DIVERSE BUSINESS INCLUSION PLAN .....	10
2.7. ACCEPTANCE PERIOD .....	10
2.8. COMPLAINT PROCESS.....	10
2.9. RESPONSIVENESS .....	11
2.10. MOST FAVORABLE TERMS .....	11
2.11. CONTRACT AND GENERAL TERMS & CONDITIONS .....	11
2.12. COSTS TO PROPOSE .....	12
2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS.....	12
2.14. NO OBLIGATION TO CONTRACT.....	12

2.15.	REJECTION OF PROPOSALS .....	12
2.16.	COMMITMENT OF FUNDS.....	12
2.17.	ELECTRONIC PAYMENT .....	12
2.18.	INSURANCE COVERAGE .....	12
<b>3.</b>	<b>PROPOSAL CONTENTS.....</b>	<b>14</b>
3.1.	LETTER OF SUBMITTAL (MANDATORY) .....	15
3.2.	TECHNICAL PROPOSAL (SCORED) .....	16
3.3.	MANAGEMENT PROPOSAL.....	18
3.4.	RELATED INFORMATION (MANDATORY) .....	20
3.5.	REFERENCES (MANDATORY) .....	21
3.6.	OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED) .....	21
3.7.	EXECUTIVE ORDER 18-03 (SCORED).....	21
3.8.	COST PROPOSAL .....	21
<b>4.</b>	<b>EVALUATION AND CONTRACT AWARD .....</b>	<b>23</b>
4.1.	EVALUATION PROCEDURE .....	23
4.2.	EVALUATION WEIGHTING AND SCORING .....	23
4.3.	ORAL PRESENTATIONS MAY BE REQUIRED .....	24
4.4.	SUBSTANTIALLY EQUIVALENT SCORES .....	24
4.5.	NOTIFICATION TO BIDDERS .....	24
4.6.	DEBRIEFING OF UNSUCCESSFUL BIDDERS .....	24
4.7.	PROTEST PROCEDURE.....	25
<b>5.</b>	<b>RFP EXHIBITS .....</b>	<b>27</b>

# 1. INTRODUCTION

## 1.1. PURPOSE

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposal (RFP) to solicit proposals from firms interested in providing as needed marketing, public education, and communication services.

HCA intends to award multiple as-needed contract(s) to provide the services described in this RFP. The execution of an as-needed contract does not guarantee any minimum or maximum amount of work. The amount of marketing, communications, and public-education campaign services needed that are utilized under an as-needed contract is at HCA’s sole discretion.

Under an as-needed contract, HCA will establish, in coordination with selected vendor(s), a Work Order request template for all work orders. HCA and the vendor(s) will develop and issue Work Order(s) detailing specific deliverables, timelines, and budget for services, as the work is needed. The Work Order must be signed by authorized representatives of each party prior to work commencing. An example Work Order is provided in Exhibit D.

## 1.2. BACKGROUND

HCA purchases health care coverage and services for more than 2 million Washingtonians through Apple Health (Medicaid), the Public Employees Benefits Board (PEBB) Program, the School Employees Benefits Board (SEBB) Program, and the COFA Islander Health Care Program. We provide information and resources to those we serve through a variety of communications channels.

HCA’s Division of Behavioral Health and Recovery (DBHR) administers prevention, treatment, and recovery programs to Washingtonians. DBHR receives annual state and federal funds to facilitate public education campaigns. Past campaigns include:

- Starts with One: A campaign on opioid use disorder prevention
- Start Talking Now: A campaign on underage drinking and marijuana use prevention
- Washington Listens: A campaign on using a call center resource for COVID-19-related stress and anxiety.
- Tribal Opioid Solutions campaign

The goal of these campaigns are to educate the public on concepts that help prevent substance use, encourage treatment services, and support Washingtonians in their recovery.

Other HCA agency campaigns and projects provide information and resources for Washingtonians to help them access high-quality, whole-person health care.

## 1.3. OBJECTIVES AND SCOPE OF WORK

This contract will be used on an as-needed basis to provide any or all of the following:

- Strategic communication and marketing planning. Expertise must include planning, implementing, and evaluating effective communication and marketing campaigns for Tribal communities, targeted audiences, stakeholders, and/or the general public.
- Marketing research. Consultants must provide the ability to produce, analyze, and use quantitative and qualitative market research.
- Product development and production. Consultants must provide expertise in developing and producing communications products for a variety of mediums, including print, web, social media and video.
- Brand strategy. Consultants must provide expertise in researching and developing brand standards that convey the agency's core values and can be applied across written and visual communications.
- Public education services for comprehensive, statewide or specialized population-specific campaigns to promote prevention, treatment, and recovery service for Washington residents, including those at risk for, or experiencing, substance use or mental health disorders.

The as-needed public-education services will require multiple campaigns targeting youth and adults from diverse cultural backgrounds statewide. The successful bidder(s) will be responsible for the following components for each campaign:

- a. Conceptualizing, developing, pre-testing, producing, and evaluating comprehensive advertising campaigns.
- b. Conducting research and market analysis to inform about market segmentation and media placement. Assessing best practices of similar campaigns in other states. Working with HCA to further define areas of focus and lessons to be applied to future campaigns.
- c. Connecting and linking new or updated campaign assets to prior HCA behavioral health campaigns.
- d. Obtaining the most cost-effective advertising purchases and flexible talent agreements; allowing HCA to share components with partners, stakeholders, and other states with minimal or no additional cost.
- e. Promoting campaign messages, issues and personal stories to news media organizations.
- f. Providing masters of all approved advertising to HCA for archiving.
- g. Planning campaign launches to coincide with higher-risk times for certain problem behaviors.
- h. Supplying a fact sheet on each campaign, including the research findings or other rationale that can be shared with partners around the state.
- i. Reporting to HCA on campaign reach and utilization no less than monthly.

- j. Ensure that all campaigns are executed with a lens for Diversity, Equity, and Inclusion.
- k. Ensure any specific campaigns for Tribal communities or American Indian/Alaska Native (AI/AN) individuals are executed using government-to-government protocols and best practices for engagement with Tribal communities.
- l. Ensuring that campaigns are relevant to multiple target audiences.

The successful bidder needs strong project management skills in their projects and workstreams, demonstrated in responses to this RFP.

**NOTE:** All materials developed by the successful bidder will become the property of HCA and will be used for future outreach efforts.

#### 1.4. MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.4.1. Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder(s).
- 1.4.2. At least five years of experience working in advertising, marketing, communications, and social marketing focused on changing the public's knowledge, attitudes, beliefs, and behavior. Experience should be relevant to public sector or health care.

#### 1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 15, 2021, and end on October 31, 2024. Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

HCA reserves the right to extend the contract for five (5) one-year periods.

#### 1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

#### 1.7. DEFINITIONS

Definitions for the purposes of this RFP include:

**Apparent Successful Bidder(s) (ASBs)** – The Bidder(s) selected as the entity to perform the anticipated services under this RFP, subject to completion of contract negotiations and execution of a written contract.

**Behavioral Health** - Refers to prevention, treatment, and recovery services related to both substance use disorder and mental health services.

**Bidder** – Individual or company interested in the RFP that submits a proposal in order to attain a contract with the Health Care Authority.

**Health Care Authority or HCA** –An executive agency of the state of Washington that is issuing this RFP.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

**Substance Use Disorder (SUD)** - A disease that affects a person's brain and behavior and leads to an inability to control the use of a legal or illegal drug or medication.

#### 1.8. ADA

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this RFP in Braille or on tape.

## 2. GENERAL INFORMATION FOR BIDDERS

### 2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in HCA for this procurement. All communication between the Bidder and HCA upon release of this RFP must be with the RFP Coordinator, as follows:

Name	Mayra Ledesma
E-Mail Address	<a href="mailto:HCAProcurements@hca.wa.gov">HCAProcurements@hca.wa.gov</a>
Phone Number	(360) 725-1323

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

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	August 20, 2021
Questions Due	August 27, 2021 (2:00 p.m.)
Answers Posted	September 3, 2021
Proposals Due	October 1, 2021
Evaluate Proposals	October 8 – October 21, 2021
Conduct Oral Interviews with Finalists, if required	October 25-26, 2021
Announce “Apparently Successful Bidder” and send notification via e-mail to unsuccessful bidders	No later than: October 28, 2021
Hold Debriefing Conference (if requested)	November 1 – 3, 2021
Begin Contract Work	November 15, 2021

HCA reserves the right in its sole discretion to revise the above schedule.

### 2.3. SUBMISSION OF PROPOSALS

#### ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than the Proposal Due deadline in Section 2.2, *Estimated Schedule of Procurement Activities*.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2.1. The email subject line must identify the email as “Response to **RFP # 2021HCA20**.” Attachments to e-mail should be in

Microsoft Word format, Excel, PDF, or PowerPoint. Zipped files cannot be received by HCA and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. HCA does not assume responsibility for problems with Bidder's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

**Spreadsheet documents must** be submitted in Microsoft Excel and in a live, **unprotected** file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein.

Proposals may not be transmitted using facsimile transmission.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. The "receive date/time" shown on the HCA email system will be used as the official time stamp but may not reflect the actual time received. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault. All proposals and any accompanying documentation become the property of HCA and will not be returned.

HCA assumes no responsibility for delays caused by Bidder's e-mail, network problems, or any other party.

#### **2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Proposals submitted in response to this RFP will become the property of HCA. All proposals received will remain confidential until the Apparent Successful Bidder(s) are announced; thereafter, the proposals will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," HCA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but 24 hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

The submission of any public records request to HCA pertaining in any way to this RFP will not affect the procurement schedule, as outlined in Section 2.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

## **2.5. REVISIONS TO THE RFP**

If HCA determines in its sole discretion that it is necessary to revise any part of this RFP, then HCA will provide addenda via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website.

HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.6. DIVERSE BUSINESS INCLUSION PLAN**

Bidders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental regulations included or referenced in the contract documents will apply.

## **2.7. ACCEPTANCE PERIOD**

Proposals must provide one hundred twenty (120) calendar days for acceptance by HCA from the due date for receipt of proposals.

## **2.8. COMPLAINT PROCESS**

2.10.1. Vendors may submit a complaint to HCA based on any of the following:

2.10.1.1. The RFP unnecessarily restricts competition;

2.10.1.2. The RFP evaluation or scoring process is unfair or unclear; or

2.10.1.3. The RFP requirements are inadequate or insufficient to prepare a response.

2.10.2. A complaint must be submitted to HCA prior to five business days before the bid response deadline. The complaint must:

2.10.2.1. Be in writing;

2.10.2.2. Be sent to the RFP Coordinator in a timely manner;

2.10.2.3. Clearly articulate the basis for the complaint; and

2.10.2.4. Include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFP will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. A Bidder or potential Bidder cannot raise during a bid protest any issue that the Bidder or potential Bidder raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

## **2.9. RESPONSIVENESS**

The RFP Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. A Bidder's failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.10. MOST FAVORABLE TERMS**

HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. HCA reserve the right to contact a Bidder for clarification of its proposal.

HCA also reserves the right to use a Best and Final Offer (BAFO) before awarding any contract to further assist in determining the ASB(s).

The ASB should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract resulting from this RFP will incorporate some, or all, of the Bidder's proposal. The proposal will become a part of the official procurement file on this matter without obligation to HCA.

## **2.11. CONTRACT AND GENERAL TERMS & CONDITIONS**

The ASB 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 D. HCA will not accept any draft contracts prepared by any Bidder. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this RFP. All exceptions must

be submitted as an attachment to Exhibit A. HCA will review requested exceptions and accept or reject the same at its sole discretion.

If, after the announcement of the ASB, and after a reasonable period of time, the ASB and HCA cannot reach agreement on acceptable terms for the Contract, the HCA may cancel the selection and award the Contract to the next most qualified Bidder.

#### **2.12. COSTS TO PROPOSE**

HCA will not be liable for any costs incurred by the Bidder in preparing, submitting, or presenting a Proposal for this RFP.

#### **2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS**

If HCA receives only one responsive proposal as a result of this RFP, HCA reserves the right to either: 1) directly negotiate and contract with the Bidder; or 2) not award any contract at all. HCA may continue to have the bidder complete the entire RFP. HCA is under no obligation to tell the Bidder if it is the only Bidder

#### **2.14. NO OBLIGATION TO CONTRACT**

This RFP does not obligate HCA to enter into any contract for services specified herein.

#### **2.15. REJECTION OF PROPOSALS**

HCA reserves the right, at its sole discretion, to reject any and all Proposals received without penalty and not to issue any contract as a result of this RFP.

#### **2.16. COMMITMENT OF FUNDS**

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.17. ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The ASB will need to be registered as a Statewide Vendor.

#### **2.18. INSURANCE COVERAGE**

As a requirement of the resultant contract, the ASB is to furnish HCA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The ASB must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the contract. The ASB must furnish

evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA within 15 days of the contract effective date.

### 2.18.1. Liability Insurance

2.18.1.1. Commercial General Liability Insurance: ASB will maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

2.18.1.2. Business Auto Policy: As applicable, the ASB will maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### 2.18.2. Employers Liability ("Stop Gap") Insurance

In addition, the ASB will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### 2.18.3. Additional Provisions

Above insurance policy must include the following provisions:

2.18.3.1. Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2.18.3.2. Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to

therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.

- 2.18.3.3. Identification. Policy must reference the state's contract number and the Health Care Authority.
- 2.18.3.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- 2.18.3.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.

#### 2.18.4. Workers' Compensation Coverage

The ASB will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the ASB or their employees for services performed under the terms of this contract.

### 3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

- A. Letter of Submittal, Section 3.1;
- B. Signed Certifications and Assurances, Exhibit A;
- C. Technical Proposal, Section 3.2;
- D. Management Proposal, Section 3.3;
- E. Related Information, Section 3.4;

- F. References, Section 3.5;
- G. OMWBE Certification, Section 3.6 (Optional);
- H. Executive Order 18-03, Section 3.7
- I. Cost Proposal, Section 3.8
- J. Diverse Business Inclusion Plan (Exhibit B to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings.

Items marked “mandatory” must be included as part of the proposal for the proposal 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

### **3.1. LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 3.1.5. Location of the facility from which the Bidder would operate.
- 3.1.6. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Bidder’s organization. If following a review of this

information, it is determined by HCA that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

- 3.1.7. Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been marked "Proprietary" and the particular exemption from disclosure upon which the Bidder is making the claim.

### 3.2. TECHNICAL PROPOSAL (SCORED)

**General Requirements:** In this section of the Proposal, the Bidder is to provide a description of the Proposal which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables. **For all elements, specify if the work is to be performed by the primary bidder, partnering agency, or subcontractor.**

**Page Limits.** Examples and samples are **not** included in the page limits identified below.

**Numbering of Responses.** Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

**Attachments.** Attachments must be labeled and tabbed and the question number to which it responds must be indicated. Attachments, unless otherwise noted, must be included in the "not to exceed" page count for the section they are in reference to.

**Points Awarded for Responses.** The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

**The total number of available points is 180.**

3.2.1. Strategic Communication and Marketing Planning. *(Not to exceed 5 pages)* **(95 points)**

- (1) Describe your firm's approach to plan, implement, and evaluate communication and marketing campaigns for Tribal communities, targeted audiences, stakeholders, and the general public. **(20 points)**
- (2) Provide a sample timeline for developing, launching and evaluating a campaign. The plan should include meetings with state agency staff and presentation of materials. *(Sample timeline excluded from page limit)* **(15 points)**

- (3) Describe what steps you will take to develop campaigns that engage our partners and stakeholders, listed below, and can be used by them to localize and more widely disseminate the messages: **(15 points)**
- (a) Tribal governments, Tribal communities, and Urban Indian Organizations;
  - (b) State agencies providing social, health and education services;
  - (c) School and Community-based agencies, organizations, and coalitions, including faith-based, that serve youth and families, including diverse cultures and immigrant populations;
  - (d) Community health centers; and
  - (e) The law enforcement community.
- (4) Describe what steps you will take to develop and tailor campaigns that engage multiple audiences across the lifespan, such as youth, young adults, college students, parents, or older adults. **(15 points)**
- (5) Describe how you will ensure an equitable and inclusive campaign in all levels of development, implementation, and dissemination. **(15 points)**
- (6) Provide at least one and up to three examples of successful communication or marketing campaigns your firm worked on. Describe how you measured success. Include both written and visual components. *(Examples are excluded from page limit)* **(15 points)**
- 3.2.2. Marketing Research. Describe at least two market research projects your firm has completed using qualitative and/or quantitative data, including the research process, timing and tactics for stakeholder engagement, and how the results were applied.. *(Not to exceed 10 page(s))* **(20 points)**
- 3.2.3. Product Development and Production. Provide up to three examples of video, online and/or print materials your firm created. Describe the process for creating these products, including any partners and stakeholder outreach. *(Not to exceed XX page(s)) (Videos are excluded from page limit)* **(20 points)**
- 3.2.4. Brand Strategy. Provide up to three examples of projects in which your firm worked with an organization to create a comprehensive brand strategy. Include examples of messaging, images and tools. *(Not to exceed 5 page(s), except for videos)* **(20 points)**
- 3.2.5. Media Strategy. Describe your agency's proposed paid and earned media strategies and placement plan for campaigns. Please include information about the following: *(Not to exceed 4 pages)* **(15 points)**
- (1) Your agency's total media dollars placed or earned media in Washington State during the 12 months ending December 31, 2020 for TV, radio, newspapers, outdoor, transit, and Internet. Note for each medium whether media placement was performed in-house or through a media-buying service.

Include the percent of total gross billings that went for media placement during that year.

- (2) HCA has a limited budget available for incentives and stipends for engaging focus groups, subject matter experts, talent fees, and market research. In some cases, state and federal funding prohibits these items. Describe how you will meaningfully and successfully engage in this work with a limited, or no, budget for these items.
- (3) How you select vendors and how the efforts of such vendors are monitored for accuracy and compliance.
- (4) What strategies will be used to ensure ads targeted to culturally diverse audiences (including racial/ethnic and multilingual) are created in a culturally appropriate and relevant manner.

3.2.6. Media Tracking. Describe what procedures your agency uses to track, analyze, evaluate, and adjust media placement, including campaign outcomes, successes, and gaps. *(Not to exceed 2 pages) (5 points)*

3.2.7. Project Communication. Describe how your organization will work to ensure a well-managed, streamlined approach to developing and implementing campaigns or other projects. Include your plan for communicating with the HCA Project Coordinator, and your normal methods for ensuring buy-off on steps in the process. *(Not to exceed 1 page) (5 points)*

### 3.3. MANAGEMENT PROPOSAL

**General Requirements:** In this section of the Proposal, the Bidder is to discuss project organization and the knowledge, skills, abilities, and experience of the proposed team members. The contract resulting from this procurement will require that any change in key staff (as identified in Bidder's response to this procurement) will be subject to prior HCA acceptance. The contract will also provide that HCA may request that Bidder remove selected staff on one (1) day's notice and provide replacement staff without impacting the schedule.

**Numbering of Responses.** Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

**Attachments.** Attachments must be labeled and identified with the question number and section to which it responds. Attachments, unless otherwise noted, must be included in the "not to exceed" page count for the section they are in reference to.

**Points Awarded for Responses.** The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

**The total number of available points is 105.**

3.3.1. Project Management. Describe your firm's approach to project management and how you handle unexpected requests, needs, or updates. *(Not to exceed 3 pages)*  
**(20 points)**

- (1) Include how you plan to ensure HCA is kept updated on a project's progress. Describe how your firm facilitates and staffs calls with HCA and project leads to provide these updates.

3.3.2. Description of Experience **(55 points)**

- (1) Based upon your experience with social marketing, including paid and pro bono advertising and earned media, provide a detailed listing of the Key Personnel or team you propose for this engagement, including the titles of staff, team roles (if applicable), and a current resume of each person proposed. Resumes must detail experience with the required skills needed to demonstrate ability to successfully meet the Minimum Qualifications required in this RFP. **(5 points)**
- (2) Provide information about your agency, including an organizational chart, mission and philosophy – and how this contract would match its mission. *(Not to exceed 5 pages)* **(5 points)**
- (3) Describe your agency's expertise and experience in advertising, marketing and social marketing to change people's knowledge, attitudes, and beliefs. *(Not to exceed 2 pages)* **(10 points)**
- (4) Describe your agency's expertise and experience in working with diverse cultures and communities. *(Not to exceed 1 page)* **(10 points)**
- (5) Highlight any accounts that have a clear and specific parent/adult component and youth/young adult component. *(Not to exceed 1 page)* **(10 points)**
- (6) Identify pro bono advertising efforts, and reason/philosophy for handling effort as pro bono. *(Not to exceed 1 page)* **(10 points)**
- (7) Describe your agency's expertise and experience on best practices in prevention campaign development. Be sure to address: factors to consider when implementing campaigns for youth and young adults; and what your firm's understanding is of the lack of effectiveness of using scare tactics or fear-based messaging in prevention campaigns. **(5 Points)**

3.3.3. Awards and Honors. Describe any industry or media awards, honors or recognition your agency has received in the last three years, especially those

related to health promotion. Include what the award was for, and the credentials of the organization bestowing the award(s). *(Not to exceed 2 pages)* **(5 points)**

3.3.4. Media Placement. Describe your agency's experience in media planning and placement including: *(Not to exceed 2 pages)* **(20 points)**

- (1) The size of your media buying/planning department in terms of personnel, years of experience in media planning and buying, number of clients, and workload.
- (2) Your agency's experience in minority and regional population market placement.
- (3) Your agency's experience in buying media in small, community-based outlets, particularly in culturally diverse communities.
- (4) Your agency's history in obtaining bonus weight and Public Service Announcement (PSA) placements, and in creating PSA placements.

3.3.5. Internet and Web Capabilities. Demonstrate your agency's experience planning, implementing, and evaluating the web component of a campaign, including what the agency's successes were in creating and evaluating micro Web sites, e-newsletters and other electronic communications. *(Not to exceed 2 pages)* **(5 points)**

**3.4. RELATED INFORMATION (MANDATORY)**

- 3.4.1. If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number, and project description and/or other information available to identify the contract.
- 3.4.2. If the Bidder's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- 3.4.3. If the Bidder has had a contract terminated for default in the last five years, describe such incident. 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.
- 3.4.4. Submit 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. HCA will evaluate the facts and may, at its sole discretion, reject the proposal 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.

### 3.5. REFERENCES (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for the Bidder and three business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current HCA staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to HCA to contact these references and others, who from HCA's perspective, may have pertinent information. HCA may or may not, at HCA's discretion, contact references. HCA may evaluate references at HCA's discretion.

### 3.6. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

### 3.7. EXECUTIVE ORDER 18-03 (SCORED)

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a bid preference in the amount of 16 points to any Bidder who certifies, pursuant to the certification attached as Exhibit C, 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. Bidders that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified evaluation of this RFP, however they will receive 0 out of 16 points for this section.

### 3.8. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

#### 3.8.1. Identification of Costs (SCORED)

**Hourly Rate (35 points):** Identify the fully-burdened hourly rate in U.S. dollars for performing the services as described in this RFP (whole dollar amounts only). The hourly rate should be inclusive of all costs of performing the work, including travel (time and cost) and other overhead expenses. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

**Proposed Sample Budget (15 points):** Provide a detailed two-year budget for statewide public education campaign that delivers the best and most innovative

approach for reach all target audiences, and is aligned with your proposed campaign approaches in Section 3.2.1, *Technical Proposal, Strategic Communication and Marketing Planning*, of this RFP. All traditional approaches should be considered, but not necessarily recommended. This could include television, radio, outdoor, print, online, transit, and social media opportunities. The detailed budget should include, but not be limited to:

- (1) Media placement package;
- (2) Creative and production costs;
- (3) Evaluation and other campaign-related costs.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

### 3.8.2. Computation

Hourly Rate will be computed by averaging all hourly rates provided by each Bidder, and dividing the lowest cost bid received by the Bidder's cost. The resultant number will be multiplied by the maximum possible points for the Hourly Rate Cost section.

Proposed Sample Budget will be computed by dividing the lowest cost bid received by the Bidder's total cost. Then the resultant number will be multiplied by the maximum possible points for the Proposed Sample Budget Cost section.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals will be accomplished by an evaluation team(s), to be designated by HCA, which will determine the ranking of the proposals. Evaluations will only be based upon information provided in the Bidder's Proposal.

All proposals received by the stated deadline, Section 2.2, *Estimated Schedule of Procurement Activities*, will be reviewed by the RFP Coordinator to ensure that the Proposals contain all of the required information requested in the RFP. Only responsive Proposals that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet the stated qualifications or any Proposal that does not contain all of the required information will be rejected as non-responsive.

The RFP Coordinator may, at his or her sole discretion, contact the Bidder for clarification of any portion of the Bidder's Proposal. Bidders should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.

Responsive Proposals will be reviewed and scored by an evaluation team using a weighted scoring system, Section 4.2, *Evaluation Weighting and Scoring*. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda issued.

HCA, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

### 4.2. EVALUATION WEIGHTING AND SCORING

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

Technical Proposal	180 points
Management Proposal	105 points
Cost Proposal	50 points
Executive Order 18-03	16 points

**TOTAL POINTS**

---

**351 POINTS**

***HCA reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of HCA and the state of Washington.***

#### **4.3. ORAL PRESENTATIONS MAY BE REQUIRED**

HCA may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, HCA will contact the top-scoring firm(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding.

Bidders who advance to this phase of the evaluation will be provided more information about the presentation at the time they are notified, including topics to be presented and weighting of the scored elements. Each oral presentation will receive a score, and each Bidder will be assigned a score out of 100 points. The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Bidder(s).

#### **4.4. SUBSTANTIALLY EQUIVALENT SCORES**

Substantially equivalent scores are scores separated by two percent or less in total points. If multiple Proposals receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the ASB the one Proposal that is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose, background, and objectives as stated in Sections 1.1, 1.2, and 1.3 of this RFP.

If applicable, HCA's best interest will be determined by HCA managers and executive officers, who have sole discretion over this determination. The basis for such determination will be communicated in writing to all Bidders with equivalent scores.

#### **4.5. NOTIFICATION TO BIDDERS**

HCA will notify the ASB of their selection in writing upon completion of the evaluation process. Bidders whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

#### **4.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a Proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three business days of the request, or as schedules allow.

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

- 4.6.1. Evaluation and scoring of the Bidder's Proposal;
- 4.6.2. Critique of the Proposal based on the evaluation; and
- 4.6.3. Review of the Bidder's final score in comparison with other final scores without identifying the other Bidders.

Topics a Bidder could have raised as part of the complaint process (Section 2.8) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

Comparisons between proposals, or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

#### **4.7. PROTEST PROCEDURE**

A bid protest may be made only by Bidders who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this RFP must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFP number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested.

- 4.7.1. Only protests alleging an issue of fact concerning the following subjects will be considered:
  - 4.7.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
  - 4.7.1.2. Errors in computing the score; or
  - 4.7.1.3. Non-compliance with procedures described in the RFP or HCA requirements.

Protests based on anything other than those items listed above will not be considered. Protests will be rejected as without merit to the extent they address issues such as: 1) an evaluator's professional judgment on the quality of a Proposal; or 2) HCA's assessment of its own needs or requirements.

Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the RFP, will

consider the record and all available facts. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA may invite such Bidder to submit its views and any relevant information on the protest to the RFP Coordinator. In such a situation, the protest materials submitted by each Bidder will be made available to all other Bidders upon request.

4.7.2. The final determination of the protest will:

- 4.7.2.1. Find the protest lacking in merit and uphold HCA's action; or
- 4.7.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
- 4.7.2.3. Find merit in the protest and provide options to the HCA Director, which may include:
  - 4.7.2.3.1. Correct the errors and re-evaluate all Proposals; or
  - 4.7.2.3.2. Issue a new solicitation document and begin a new process; or
  - 4.7.2.3.3. Make other findings and determine other courses of action as appropriate.

If the protest is not successful, HCA will enter into a contract with the ASB(s), assuming the parties reach agreement on the contract's terms.

## 5. RFP EXHIBITS

Exhibit A	Certifications and Assurances
Exhibit B	Diverse Business Inclusion Plan
Exhibit C	Executive Order 18-03
Exhibit D	Service Contract Format including General Terms and Conditions (GT&Cs)

## CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal 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:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we declare that I/we meet all required minimum qualifications as stated in this RFP.
3. 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 proposal.
4. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
5. In preparing this proposal, 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 proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
6. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data which 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.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation 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.
9. 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.
10. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
11. 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.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section heading, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement.**

---

Signature of Bidder

---

Title

---

Date

**DIVERSE BUSINESS INCLUSION PLAN**

- Do you anticipate using, or is your firm, a State Certified Minority Business? Yes or No
- Do you anticipate using, or is your firm, a State Certified Women’s Business? Yes or No
- Do you anticipate using, or is your firm, a State Certified Veteran Business? Yes or No
- Do you anticipate using, or is your firm, a Washington State Small Business? Yes or No

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

- Minority \_\_\_\_\_ %
- Women \_\_\_\_\_ %
- Veteran \_\_\_\_\_ %
- Small Business \_\_\_\_\_ %

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

*Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Health Care Authority 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.*

Solicitation No.: RFP# 2021HCA20

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: \_\_\_\_\_

**SERVICE CONTRACT FORMAT INCLUDING GENERAL TERMS AND CONDITIONS (GT&Cs)**

Please refer to Exhibit D, Service Contract Format, attached as a separate document and incorporated herein.