

If you download this RFP from a website, you are responsible for sending your name, address, e-mail address and phone number to the RFP Coordinator in order for your organization to receive any RFP Amendments or Bidder Questions/DOH Answers.



**COMMUNITY AND FAMILY HEALTH  
TOBACCO PREVENTION AND CONTROL PROGRAM**

**Request for Proposal (RFP)  
Number N14727**

**PROJECT TITLE:** Statewide Awareness and Education Campaign  
Tobacco Prevention and Control Program

**PROPOSAL DUE DATE:** March 17, 2006 (3:00 pm, local time)

**EXPECTED TIME PERIOD FOR CONTRACT:** June 1, 2006 through June 30, 2008.  
At the sole discretion of the Department of Health (DOH), this contract may be extended via amendment through June 30, 2011 in whatever time increments DOH deems appropriate.

**PROPOSER ELIGIBILITY/MINIMUM QUALIFICATIONS:**  
This procurement is open to those organizations that satisfy the minimum Eligibility and Qualifications stated herein. Entities that do not meet and demonstrate these requirements shall be deemed non-responsive and will not receive further consideration.

**Eligibility:**

- Be licensed to do business in the State of Washington, and
- Have a full service office in Washington State or ability to open a branch office in Washington within 60 days of contract signing.

**Minimum Qualifications:**

- Organizations must demonstrate at least three years of experience working in advertising, marketing or social marketing to change the public's knowledge, attitudes and beliefs.

**[NOTE: Proposers who do not meet and demonstrate the required qualifications shall be deemed non-responsive and will not receive further consideration.]**

**SCHEDULE**

<u>Activity</u>	<u>Due Date/Time</u>
RFP Release	February 6, 2006 - projected
Letter of Intent	February 21, 2006 (3:00 pm, local time)
Questions from Bidders	February 21, 2006
Proposal and References	March 17, 2006 (3:00 local time)
Notification to Finalists	March 31, 2006 - projected
On-site Reviews/Finalist Presentations	April 12, 2006 - projected
Announcement of the Apparently Successful Bidder	April 14, 2006 - projected
Contract Start Date	June 1, 2006 - projected

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE #</u>
1. INTRODUCTION.....	1
2. SCHEDULE.....	5
3. FUNDING.....	5
4. INSTRUCTIONS TO BIDDERS .....	6
5. GENERAL PROVISIONS.....	10
6 EVALUATION AND AWARD PROCEDURES.....	12
7 PROTEST PROCEDURES .....	14

**Exhibits:**

- A Letter of Intent
- B Disclosure Statements and Attestments
- C Certifications and Assurances
- D Technical Proposal Specifications
- E Management Proposal Specifications
- F Cost Proposal Specifications
- G Finalist Presentation Information
- H Reference Form – DOH RFP #N14727
- I Onsite Review/Finalist Presentation Information

**Attachments:**

- 1 Sample Contract
- 2 RFP Checklist

## 1. INTRODUCTION

### 1.1 PROJECT PURPOSE

The Washington State Department of Health (DOH) Tobacco Prevention and Control Program (TPCP) is inviting proposals from qualified agencies to provide services for a comprehensive, statewide advertising campaign to prevent and reduce tobacco use in Washington State.

**Contingent upon available funding**, DOH and its partner organizations will conduct public awareness and education activities from 2006-2008 and possibly to 2011, to discourage tobacco use, raise continued awareness of the dangers of secondhand smoke, and promote quitting.

The expected time period of this contract is June 1, 2006 through June 30, 2008

- As indicated, at the sole discretion of the DOH and based on availability of funds, this contract could be extended by DOH through June 30, 2011 in whatever time increments DOH deems appropriate.
- Exhibit F (Cost Proposal Specifications) #1 is requesting a **three year** budget plan based on the anticipated available funding of approximately \$7 million per year.

Target audiences:

- **Primary: Youth, ages 8-18** – The successful agency will be expected to continue to build on the current statewide campaign targeted towards youth tobacco prevention.
- **Secondary: Adult tobacco users** – Promote adult tobacco cessation to drive smokers to the DOH Quitline web site and toll free number. Subgroups to be considered include:
  - **Culturally-Diverse and/or high risk/underserved populations** - Instead of statewide media efforts, grassroots localized campaign(s) are needed to bring awareness to groups where higher levels of tobacco use are noted. The successful agency will be expected to create a plan to disseminate tobacco-free messages into these population segments.
  - **Young adults ages 18-24** - With the tobacco industry having marketing access to this age group, the tobacco use numbers have remained unchanged. The successful agency will be expected to develop a creative campaign which extends young adult tobacco prevention efforts and promotes cessation among tobacco users.
- **Thirdly: Secondhand Smoke** – With the passage and implementation of State Initiative 901, the early 2006 secondhand smoke efforts are turning to a theme of not smoking around children, especially in the home and car. The successful agency will be expected to develop a creative prevention campaign aimed at keeping this message in front of smokers and non-smokers.
- **Fourthly: Users of chew tobacco products** – The use of these products has not gained as much media attention, but the problem exists, especially in the rural parts of the state. The successful agency will be expected to develop a creative campaign aimed at this segment of the population.

DOH will use this RFP to identify an agency with a full-service office in Washington State (or who can put one in place within 60 days of contract signing), who can put forward strong and innovative ideas while demonstrating the best plan to manage creative development, production, and media placement.

## 1.2 BACKGROUND AND OBJECTIVE

Tobacco use continues to be the leading cause of preventable death in the United States, with deaths caused by exposure to secondhand smoke ranking in the Top Ten. Every year tobacco claims more lives than AIDS, alcohol, drug abuse, car crashes, murders, suicides, and fires combined. The Tobacco industry produces products that ultimately kill at least one-third of its customers. In Washington State alone there are more than 8,000 tobacco-related deaths a year. The American Cancer Society estimates that cigarette smoking is responsible for one of every five deaths in the United States, or more than 430,000 deaths per year.

*Tobacco prevention and control continues to be DOH's top priority.* As part of a comprehensive, integrated statewide program, the objectives of advertising campaigns are to reduce the public health and economic burdens of tobacco use.

**Program Goals:** The comprehensive statewide counter-marketing should focus on de-normalizing tobacco use among a variety of sub-groups of the general public, focusing on the following goals:

- Prevent youth tobacco use initiation
- Reduce adult tobacco use
- Reduce exposure secondhand smoke
- Reduce tobacco related health disparities

The advertising campaign is an integral strategy in achieving some of these goals by countering the marketing and promotion of tobacco products and its overt and covert influence on all facets of life and society in Washington State. The tobacco industry currently spends \$180 million a year marketing its products in Washington State, and more than \$15 billion nationwide each year.

In light of the massive size and sustained nature of tobacco marketing and promotion, counter-marketing campaigns can produce significant decreases in youth and adult tobacco use. Success in these efforts has been realized in a number of states, including Massachusetts, Florida, California, Minnesota, Maine, and Washington.

To counter industry marketing efforts, the successful agency will need to be creative in recommending innovative and dynamic cost-conscious advertising-related campaigns versus just the normal campaigns (TV, Radio, Billboard, Transit, On-Line and Non-Traditional). Additional information regarding the DOH tobacco prevention effort and the current campaign efforts can be retrieved from a number of current Web sites, including:

- [www.doh.wa.gov/tobacco](http://www.doh.wa.gov/tobacco) (main DOH web site)
- [www.unfilteredtv.com](http://www.unfilteredtv.com) (youth site)
- [www.ashtraymouth.com](http://www.ashtraymouth.com) (current youth campaign micro web site)
- [www.secondhandsmokesyou.com](http://www.secondhandsmokesyou.com) (SHS site)
- [www.tobaccosmokesyou.com](http://www.tobaccosmokesyou.com) (concert-related site)
- [www.quitline.com](http://www.quitline.com) (adult cessation help)

While counter-marketing (advertising) campaigns have the potential to dramatically bolster smoking prevention and cessation programs, build public support for tobacco control activities,

and set a supportive climate for school and community efforts, there are several core components that can increase the likelihood of campaign success, including that the campaign:

- 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 a movement among Washington youth to either quit smoking or not start
- Uses non-authoritarian appeals that avoid direct commands not to smoke – to be sensitive to the smoker
- Involves focus groups, test groups, and target market studies in the development of any media campaign
- Combines appropriately targeted messages on prevention, cessation, and protection from secondhand smoke
- Includes a combination of grassroots promotions, local media advocacy and other community activities to create a recognizable presence at all levels – this may mean partnering or working closely with the program’s media relations contractor on programs that will complement the efforts of both paid and earned media

And that the agency:

- Works with statewide organizations to eliminate tobacco sponsorship of events – (i.e. House of Blues)
- Works together with the earned media contractor on joint efforts in anti-tobacco areas, matching the strengths of both organizations to better the common goal
- Considers ways to develop culturally appropriate advertising efforts, including the possibility of ads in languages other than English.

### 1.3 SCOPE OF WORK

The successful advertising agency will be responsible for the following components:

1. Conceptualize, develop, pre-test, produce, and participate in the evaluation of a comprehensive integrated counter-marketing campaign aimed at preventing tobacco use initiation and decreasing tobacco use prevalence rates among Washington youth ages 8-18 and Washington young adults ages 18-24 through increased awareness of tobacco issues and attitudinal change; and increasing awareness of the dangers of secondhand smoke.
  - The campaign will include customized efforts to reach high-risk and other Washington populations which are disproportionately affected by tobacco use.
  - In addition the campaign will seek to address changing specific attitudes towards tobacco to reduce the cultural acceptance of tobacco. These attitudes include secondhand smoke/clean indoor air, the tobacco industry and other social norms and policy change messages.
2. Develop and implement an annual research plan to determine the strategic direction of the advertising campaign and its components, including the current “Tobacco Smokes You” branding – specifically to determine the attitudes toward tobacco most likely to lead to behavioral change. Creative concepts and then specific messaging will be thoroughly tested through cognitive groups, focus groups, polling and other methods, prior to production.

3. For any new micro Web sites developed for a specific campaign; develop, implement, maintain and track the success of the Web site to reach the intended audiences with relevant information and activities.
4. Throughout the contract term, conduct research and market analysis (or gain access to such) to provide information about market segmentation, most effective media placement, and tobacco control messaging relative to other social marketing campaigns (e.g. American Legacy Foundation's TRUTH). Consistently assess best practices of similar campaigns in other states. The selected agency will NOT be responsible for quantitative media evaluation – this is handled internally by DOH. However, 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.
5. Use good faith efforts to obtain the most cost-effective buy-outs and talent agreements whenever possible, but especially in cases when additional uses of advertisements and their components are anticipated (i.e. Oregon wants to use our TV ads).
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 vs. reactive solutions to this constant concern are preferred.
  - For each campaign, if materials produced are such that it would take additional fees to be able to share these materials with other contractors and other state agencies, then as part of the overall campaign, agency will be expected to design additional materials (maybe small posters, maybe newspaper ad layouts) that could be used free of charge by DOH contractors in various parts of the state, especially in the smaller markets which are often underserved by the main, overall campaign.
  - 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.
7. 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. At a minimum, monthly written reports and budget summaries will be provided by the Contractor and all of its subcontractors. 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 weekly telephone status conference calls and meetings, and conduct at least quarterly presentations to DOH staff in person.
8. Provide master copies of all new advertising materials to the Centers for Disease Control and Prevention (CDC) Media Campaign Resource Center (MCRC). This is contingent on MCRC's online database being fully operational and adequately funded. Also, maintain current Creative Review Binders for DOH reference use.
9. To the extent permitted by law, provide masters of all approved advertising in videocassette, recording cassette, CD and DVD forms to 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. When developing strategies and plans for new campaigns, it is important to show the logical progression from one year to the next. Example: 2004 youth campaign continued ads that educated youth. In 2005 youth indicated they now know the facts, so next campaign was designed around social concerns of youth. There was logical progression.
12. It is also important to start and end specific campaigns (ex. Secondhand Smoke ads) at basically the same calendar times each year (eg. Cessation during January when smokers are making New Year's resolutions to quit smoking). Historical timing consistency can be very important to DOH overall, and can help answer media, consumer and maybe legislative questions as to why a specific campaign is starting/running at a particular calendar time.
13. 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.

## 2. SCHEDULE

<u>Activity</u>	<u>Due Date/Time</u>
RFP Release	February 6, 2006 - projected
Letter of Intent	February 21, 2006 (3:00 pm, local time)
Questions from Bidders	February 21, 2006
Proposal and References	March 17, 2006 (3:00 local time)
Notification to Finalists	March 31, 2006 - projected
On-site Reviews/Finalist Presentations	April 12, 2006 - projected
Announcement of the Apparently Successful Bidder	April 14, 2006 - projected
Contract Start Date	June 1, 2006 - projected

DOH reserves the right to revise the above schedule.

## 3. FUNDING

Approximately \$7 million per year, inclusive of all costs, is available for the contract period of June 1, 2006 through June 30, 2008. Any contract awarded as a result of this procurement is contingent upon the availability of funding. Additionally DOH may, at its sole discretion, extend any contract awarded as a result of this RFP, via amendment, through June 30, 2011, in whatever time increments DOH deems appropriate.

**Note:** Exhibit F (Cost Proposal Specifications) #1 requires bidders to submit a **three year** budget plan based on the anticipated available funding of approximately \$7 million per year.

Your agency's cost proposal is a *scored requirement*. Cost *will be* a factor in the selection of the Apparently Successful Bidder.

#### 4. INSTRUCTIONS TO BIDDERS

##### 4.1 LETTER OF INTENT

You must send DOH a Letter of Intent to be eligible to submit a proposal. You must include all of the components listed in **Exhibit A**. Address/send your Letter of Intent to:

Department of Health  
Office of Contracts, Properties and Procurement  
P.O. Box 47905  
Olympia, Washington 98504-7905  
RE: RFP #N14727 Letter of Intent  
ATTN: Susan DeBlasio  
Facsimile: (360) 586-2655  
E-mail: [susan.deblasio@doh.wa.gov](mailto:susan.deblasio@doh.wa.gov)

**Your Letter of Intent must be received no later than 3:00 p.m. local time on the date stated in the SCHEDULE.**

##### 4.2 PROPOSAL CONTENTS

Proposals **must** contain:

4.2.1 A Letter of Submittal, signed by a person authorized to bind your organization to a contract. Your Letter of Submittal **must** include, in the order given:

4.2.1.1 Identifying information about your organization **and any partnering or subcontracting organizations** to include the following:

4.2.1.1.1 The business name, address, telephone number, email address (if any) and fax number.

4.2.1.1.2 The legal status of the organization (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.

4.2.1.1.3 The name(s), address(es), email address(es) and telephone number(s) of the sole proprietor, partners or principal officers as appropriate to the organization.

4.2.1.1.4 The name of the person who would have primary contact with the Department of Health in carrying out the responsibilities of this contract.

4.2.1.2 The Bidder must be licensed to do business in the state of Washington before any resulting contract is executed. Provide your organization's Washington Uniform Business Identification (UBI) number issued by the Washington State Department of Licensing or an affirmation that your organization will obtain a business license before executing a contract.

4.2.1.3 Provide your Federal Employer Tax Identification Number.

4.2.1.4 Conflict of Interest Information:

4.2.1.4.1 If any of your employees or officers or your subcontractors employees or officers were employed by the state of Washington during the last two years, state their positions within your organization, their proposed duties under any resulting contract, their duties and position during their employment with the state and the date of their termination from state employment.

4.2.1.4.2 If any owner, key officer or key employee of the Bidder is related by blood or marriage to any employee of DOH or has a close personal relationship to same, identify all the parties, identify their current or proposed positions and describe the nature of the relationship.

4.2.1.4.3 If the Bidder is aware of any other real or potential conflict of interest, the Bidder must fully disclose the nature and circumstances of such potential conflict of interest.

If, after review of the information provided and the situation, DOH determines that a potential conflict of interest exists, DOH may, at its sole option, disqualify the Bidder from participating in this procurement.

Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Bidder or the Termination for Default of any contract with the Bidder resulting from this procurement with the Bidder.

4.2.1.5 Bidders must indicate whether they have had a contract terminated for default in the last five years. Termination for default is defined as a notice to stop work due to the Bidder's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Bidder, or litigated and determined that the Bidder was in default.

If the Bidder has had a contract terminated for default in the last five years, the Bidder must submit full details including the other party's name, address and telephone number. The Bidder must specifically grant DOH permission to contact any and all involved parties and access any and all information DOH determines is necessary to satisfy its investigation of the termination. DOH will evaluate the circumstances of the termination and may, at its sole discretion, bar the participation of the Bidder in this procurement.

4.2.1.6 Any alternate contract language you wish to propose. If alternate contract language is longer than one page, attach it to your Letter of Submittal as a separate document.

4.2.1.7 A list of any elements of your proposal which you have marked as "Proprietary" or "Confidential" in accordance with section 4.5.

4.2.1.8 A list of all RFP amendments you received by amendment issue date. Bidder questions/DOH responses are considered an amendment to the RFP. If you received no RFP amendments, write a statement to that effect.

4.2.1.9 A detailed list of all materials and enclosures being sent in the proposal.

4.2.2 Your responses to the required elements cited in RFP Exhibit B, DISCLOSURE STATEMENTS AND ATTESTMENTS.

4.2.3 A copy of the CERTIFICATIONS AND ASSURANCES, RFP Exhibit C, signed by a person authorized to bind your organization to a contract.

4.2.4 Your proposal in response to the TECHNICAL PROPOSAL SPECIFICATIONS, RFP Exhibit D.

4.2.5 Your proposal in response to the MANAGMENT PROPOSAL SPECIFICATONS, RFP Exhibit E.

4.2.6 Your proposal in response to the COST PROPOSAL SPECIFICATIONS, RFP Exhibit F.

4.2.7 Your response to the FINANCIAL REVIEW SPECIFICATIONS, RFP Exhibit G.

#### 4.3 *PROPOSAL FORMAT*

4.3.1 Use standard 8.5" x 11" white paper.

4.3.2 Staple one copy each of the Letter of Submittal, Disclosure Statements and Attestments, and Certifications and Assurances together. Submit only one copy of the Letter of Submittal, Disclosure Statements and Attestments, and Certifications and Assurances.

4.3.3 Bind each copy of your Technical, Management, and Cost Proposals materials separately. Use three ring binders, folders, staples, etc. Do **not** use "spiral" bindings.

4.3.4 Send six (6) identical copies of your Technical Proposal.

4.3.5 Send six (6) identical copies of your Management Proposal.

4.3.6 Send six (6) identical copies of your Cost Proposal.

4.3.7 Send six (6) identical copies of your Financial Review materials.

4.3.8 Send one (1) copy of your entire proposal on CD-ROM.

4.3.9 State your organization's name on the first page of all copies of your Technical, Management, and Cost Proposals and Financial Reveiw materials.

4.3.10 Write your proposal in the order given in the Technical, Management, and Cost Proposal Specifications and Financial Review Specification. Title and number each item in the same way it appears in the specifications. You must respond to every section in the specifications except where otherwise stated.

#### 4.4 *ALTERNATIVE PROPOSALS*

Each Bidder may submit only one proposal. If you include alternatives within your proposals, or send multiple proposals, DOH will reject all of your proposals.

#### 4.5 *PROPRIETARY INFORMATION*

Clearly mark every page of any portion(s) of your proposal which contains proprietary information. **You may not mark the entire proposal as proprietary or confidential. Proposals which are marked in such a manner will be disqualified and removed from consideration.** If your proposal is successful and DOH receives a request to view or copy your proposal, DOH shall respond according to public disclosure procedures described in this RFP. However, if any information is marked as proprietary or confidential in your proposal, DOH shall not make that portion available without giving you an opportunity to seek a court order preventing disclosure.

#### 4.6 *DELIVERY OF PROPOSALS*

Send the required number of copies of your proposal to:

Department of Health  
Office of Contracts, Properties and Procurement  
P.O. Box 47905  
Olympia, Washington 98504-7905  
RE: RFP #N14727  
ATTN: Susan DeBlasio

The street address for delivery of proposals is:

Department of Health  
Office of Contracts and Procurement  
101 Israel Rd, SE  
Town Center 1  
Tumwater, WA 98501

Your proposal, whether mailed or hand delivered, must arrive at the DOH Contracts Office (CO) no later than 3:00 p.m., local time, Olympia, Washington, on the Proposal Due Date stated in the SCHEDULE. Late proposals will not be accepted and will automatically be disqualified from further consideration. The method of delivery shall be at your discretion, and shall be at your sole risk to assure delivery at the designated office.

CO does not take responsibility for any problems in the mail or delivery services, either within or outside DOH. You are responsible for ensuring delivery in accordance with the specifications in this RFP. Receipt by any other office or mailroom is not equivalent to receipt by CO.

#### 4.7 *COMMUNICATION THROUGH RFP COORDINATOR*

All communications with the state of Washington in regard to this RFP shall be directed, in writing, to the RFP Coordinator named in the address below or their designee.

Department of Health  
Office of Contracts, Properties and Procurement  
P.O. Box 47905  
Olympia, Washington 98504-7905  
RE: RFP #N14727

ATTN: Susan DeBlasio  
Facsimile: (360) 586-2655  
E-mail: [susan.deblasio@doh.wa.gov](mailto:susan.deblasio@doh.wa.gov)

If you communicate with any other employees of the state of Washington concerning this RFP, unless such communication is otherwise required or allowed by law or written State of Washington policy, DOH may disqualify you from responding to this RFP.

Base your proposal on the material contained in the RFP. Disregard any draft material you have received and any oral representations by any party.

4.8 *BIDDERS' QUESTIONS AND DOH ANSWERS*

Send questions concerning the RFP to:

Department of Health  
Office of Contracts, Properties and Procurement  
P.O. Box 47905  
Olympia, Washington 98504-7905  
RE: RFP #N14727 QUESTIONS  
ATTN: Susan DeBlasio  
Facsimile: (360) 586-2655  
E-mail: [susan.deblasio@doh.wa.gov](mailto:susan.deblasio@doh.wa.gov)

DOH will only answer questions received before the close of business on the date stated in the SCHEDULE. In the interest of fairness, DOH will only answer questions received **in writing** (mail, e-mail, fax). **Do not call the RFP Coordinator to ask questions.** DOH will send a copy of all Bidders' questions and DOH's official written answers to all Bidders who submit a Letter of Intent to Propose. In addition to being mailed or faxed, all communications regarding this RFP will be posted to the DOH website: [www.doh.wa.gov/bids](http://www.doh.wa.gov/bids)

4.9 *FACSIMILE, E-MAIL, AND INTERNET COMMUNICATION*

You may use facsimile ("fax") or e-mail communication for any communication required in this RFP **EXCEPT** your proposal and protest, if any. CO may also communicate with you utilizing the same methods. CO will also post any formal communications to the following Internet website: [www.doh.wa.gov/bids](http://www.doh.wa.gov/bids)

You may not send your proposal or protest by facsimile or e-mail communication.

CO does not take responsibility for any problems in the facsimile, e-mail, or Internet delivery services, either within or outside DOH. You are responsible for ensuring delivery of any communications related to this RFP.

**5. GENERAL PROVISIONS**

5.1 *PUBLIC DISCLOSURE*

5.1.1 Successful proposals shall become the property of DOH.

5.1.2 RFP's are not disclosable prior to release to potential respondents.

5.1.3 With the exception of lists of prospective bidders, DOH will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of proprietary/confidential portion(s) of the successful proposal(s), until the Bidder has an adequate opportunity to seek a court order preventing disclosure.

5.1.4 DOH will charge for copying and shipping any copies of materials requested as outlined in Chapter 246-08-420 Washington Administrative Code (WAC). DOH will not charge a fee for inspection of RFP or contract files. Address requests for copying or inspecting materials to the RFP Coordinator named in this RFP.

5.1.5 DOH will retain RFP records in accordance with Washington State and DOH Records Retention Schedules.

## 5.2 *COSTS OF PROPOSAL PREPARATION*

DOH will not pay any Bidder costs associated with preparing or presenting any proposal in response to this RFP.

## 5.3 *RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS/RESPONSE*

If DOH receives only one responsive proposal as a result of this RFP, DOH reserves the right to select the contractor which best meets DOH's needs. That contractor will be selected by DOH management. The contractor selected need not be the sole Bidder.

## 5.4 *NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES*

Read all instructions carefully. If you do not comply with any part of this RFP, DOH may, at its sole option, reject your proposal as non-responsive. DOH reserves the right to waive minor irregularities contained in any proposal.

## 5.5 *RFP AMENDMENTS*

DOH reserves the right to amend this RFP. DOH will send any RFP amendments to all Bidders who were sent the RFP until the date for submission of the Letter of Intent and, thereafter, unless the requirements for such submission are being modified. In addition to being mailed, e-mailed, or faxed, all communications regarding this RFP will be posted to the DOH website: [www.doh.wa.gov/bids](http://www.doh.wa.gov/bids)

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence. The published Bidders' questions and DOH's official answers are an amendment to the RFP.

## 5.6 *RIGHT TO REJECT ALL PROPOSALS*

DOH may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract as a result of this RFP.

## 5.7 *STATE CONSTITUTION - APPLICABLE PROVISIONS*

5.7.1 The Constitution of the state of Washington prohibits payments in advance or anticipation of receipt of goods or services. **Contractors are paid after goods are delivered and accepted and/or services are rendered.**

5.7.2 The State may not enter into a conditional sales contract unless the contract can be canceled for non-allocation of funds with no penalty to the State.

## 5.8 *AUTHORITY TO BIND DOH*

The DOH Secretary and the Secretary's designees are the only persons who may legally commit DOH to any contracts. The contractor shall not incur, and DOH shall not pay, any costs incurred before a contract is fully executed.

## 5.9 *CONTRACT TERMS*

5.9.1 The Apparently Successful Bidder(s) will be expected to sign a contract which is substantially the same as the contract included in this RFP as Attachment 2. The contract will also incorporate this RFP and the successful proposal(s).

Either party may propose additional contract terms and conditions during negotiation of the final contract. However, as stated in 4.2.1.6 of this RFP, proposed language alternate to the attached Sample Contract (see "Attachment 2") must be included in your Letter of Submittal.

5.9.2 If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be DOH's sole point of contact and will bear sole responsibility for performance under any resulting contract.

5.9.3 Tentatively, the period of performance of the contract(s) resulting from this RFP is **June 1, 2006 through June 30, 2008**. At the sole discretion of the Department of Health (DOH), this contract may be extended via amendment through **June 30, 2011** in whatever time increments DOH deems appropriate.

If the Apparently Successful Bidder(s) refuses to sign the final contract within thirty (30) business days of delivery, DOH may cancel the selection and award the contract to the next-highest-ranked Bidder(s).

## 5.10 *OFFICE OF FINANCIAL MANAGEMENT APPROVAL*

Under the provisions of Chapter 39.29 RCW and/or Chapter 16, Laws of 1991, First Special Session, Section 907, the personal services contract(s) awarded under this RFP may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work thereunder shall be commenced nor payment made therefor until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

## 6 **EVALUATION AND AWARD PROCEDURES**

### 6.1 *EVALUATION*

A two tiered evaluation process will be used to evaluate proposals.

6.1.1 For the first level of evaluation, an evaluation team or teams will be formed to evaluate proposals and references. The teams will be comprised of individuals with technical, management, and/or financial backgrounds. Representatives of the Proposal Evaluation team(s) or CO may contact the references at this time.

6.1.2 For the second level of evaluation, the organizations whose proposals receive the three highest SubTotal Scores will be invited to make a presentation to a select panel at the Bidder's full-service Washington office (alternative arrangements will be made for those agencies willing to set-up a full-service Washington office within 60 days of

award of the contract). An onsite review will also be conducted at this time. DOH reserves the right to cancel the presentation or invite only the top two bidders, depending on the number of proposals received. The Presentation Panel will evaluate the presentations. In the event any of the organizations with the three highest SubTotal Scores declines to participate in this level of evaluation, DOH may, at its sole discretion, invite the next highest SubTotal Score organization.

## 6.2 *INFORMATION USED FOR EVALUATION*

Evaluators will use the information in the Bidders' proposals (Management, Technical, Cost), information gathered from Bidder references, and information gathered during the presentations. No other information will be supplied to or used by the evaluation teams.

## 6.3 *EVALUATION STEPS*

### 6.3.1 PROPOSAL SCREENING

CO staff shall review proposals for compliance with RFP procedural requirements. Non-responsive proposals will be eliminated from further evaluation.

### 6.3.2 REVIEW OF MANDATORY REQUIREMENTS

Evaluators will determine whether responses to the mandatory requirements are adequate. All requirements of the TECHNICAL PROPOSAL SPECIFICATIONS (Exhibit D), MANAGEMENT PROPOSAL SPECIFICATIONS (Exhibit E), COST PROPOSAL SPECIFICATIONS (Exhibit F) and FINANCIAL REVIEW SPECIFICATIONS (Exhibit G) are mandatory requirements.

Proposals that do not meet a mandatory requirement will be rejected as non-responsive unless DOH determines that it is in its best interest to eliminate that mandatory requirement for all Bidders.

### 6.3.3 QUALITATIVE REVIEW AND SCORING

Evaluators will score all proposals that pass the preliminary screening and review of mandatory requirements. All requirements of the TECHNICAL PROPOSAL SPECIFICATIONS (Exhibit D), MANAGEMENT PROPOSAL SPECIFICATIONS (Exhibit E), and COST PROPOSAL SPECIFICATIONS (Exhibit F) are scored. The FINANCIAL REVIEW SPECIFICATIONS (Exhibit G) will be assigned a "Pass" or "Fail" grade. The evaluators will consider how well each proposal meets the needs of DOH. It is important that the proposal be clear and complete, so the evaluators may understand all aspects of the proposal.

### 6.3.4 PRESENTATION/ON-SITE REVIEWS

Evaluators will assign points based on the Bidder's Presentation to the panel as well as information attained during the On-Site Review.

## 6.4 *SCORING*

### 6.4.1 TECHNICAL POINTS (100 possible points)

Evaluators will assign points based on the Technical Proposal. The average of these points results in the **Technical Score**.

### 6.4.2 MANAGEMENT POINTS (100 possible points)

Evaluators will assign points based on the Management Proposal. The average of these points results in the **Management Score**.

- 6.4.3 **COST POINTS** (25 possible points)  
Evaluators will assign points based on the Cost Proposal. The average of these points results in the **Cost Score**.
- 6.4.4 **FINANCIAL REVIEW** (Pass/Fail Grade)  
Evaluators will assign a “Pass” or “Fail” grade based upon the Financial Review materials. A “Fail” grade will result in elimination from the process.
- 6.4.5 **SUBTOTAL SCORE** (225 possible points)  
The **SubTotal Score** is the sum of the Technical Score, Management Score, and the Cost Score. In addition to the Financial Review Grade.
- 6.4.6 **ONSITE REVIEW/PRESENTATION POINTS** (75 possible points)  
Evaluators will assign points based on the Onsite Review Bidder’s Presentation to the panel. The average of these points results in the **Presentation Score**. *Reminder: Only the organizations with the three highest Sub-Total Scores and a “Pass” grade of their Financial Review will be invited to participate in the Presentation process.*
- 6.4.7 **FINAL SCORE** (300 possible points and Pass grade on Financial Review)  
The **Final Score** is the sum of the Sub-Total Score, Financial Review grade and the Presentation Score.

#### 6.5 *ACTION ON EQUIVALENT SCORES*

If two or more proposals receive equivalent scores, DOH may, at its sole discretion, select as apparently successful the Bidder whose proposal is in DOH’s best interest. Equivalent scores are scores separated by five (5.) or less points.

DOH’s best interest will be defined by DOH managers and communicated to Bidders with equivalent scores in writing.

#### 6.6 *SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER*

CO staff will compile the scores. The Bidder(s) with the highest Final Score will be named the Apparently Successful Bidder, unless scores equivalent to the highest score are received by one or more Bidders. In that case, DOH may select the Apparently Successful Bidder in the manner stated above.

#### 6.7 *NOTICE OF AWARD*

DOH will notify all Bidders who submit a proposal of the selection of the Apparently Successful Bidder.

### 7 **PROTEST PROCEDURES**

7.1 Any unsuccessful Bidder may protest the contract award made under this RFP by following the procedures described below. DOH will not consider any protests that do not follow these procedures. No additional recourse is available within DOH.

7.2 DOH shall consider only those protests concerning a matter of bias, discrimination or conflict of interest, material errors in tabulation, or material failure to follow procedures stated in the RFP or agency policy.

- 7.3 CO shall not accept any protest before the announcement of the Apparently Successful Bidder. CO must receive a preliminary protest within three business days of the announcement of the Apparently Successful Bidder by CO and must receive the formal protest within three business days of inspection or receipt of materials as stated in section 7.4. Both the preliminary protest and the formal protest must cite the basis of the protest (see section 7.2). Failure to cite the basis of the protest in either case will result in rejection of the protest.
- 7.4 Any Bidder may request copies of RFP documents or may inspect RFP documents to obtain information on which to base a protest. Such a request must be in writing, must state the basis of the unsuccessful Bidder's preliminary protest and must be received within three business days of the announcement of the Apparently Successful Bidder by CO. The information, if disclosable, will either be sent to or made available to the requesting party within five business days of receipt of the request by CO (see 5.1 Public Disclosure).
- 7.5 Upon receipt of a valid formal protest, CO will conduct a protest review. The purpose of the review is to assure agency policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. The protest review will not contain a review of bids or scores assigned. A written decision regarding the protest will be issued by CO.
- 7.6 Any protests must be written, signed by the protesting Bidder or an authorized representative, and mailed or hand delivered. Telegrams, facsimiles or similar transmittals will not be considered. The protest must state all facts and arguments on which the protesting party is relying. Address a protest to:

Ann Thompson  
Contracting Officer  
Department of Health  
Office of Contracts, Properties and Procurement  
P.O. Box 47905  
Olympia, Washington 98504-7905  
RE: RFP # N14727 PROTEST

## EXHIBIT A - LETTER OF INTENT

Your Letter of Intent must include the information below and be received **no later than February 21, 2006, at 3 pm, local time**. Information in your letter should be placed in the same order as the following outline:

1. Agency Name  
Proposal Contact  
Address  
Telephone Number  
Fax Number  
E-mail Address
2. Brief description of why you believe your agency meets the minimum qualifications.
3. Provide documentation demonstrating that your agency currently has a full service Washington State-based office to service this account or will agree to establish one within 60 days of award of the contract.
4. Any agency contracting with DOH is required to provide a statement that its operation is not in the position to be involved in any exchange of information with the tobacco industry or with any other agency working closely with the tobacco industry. The applying agency should assess its own situation according to the *Disclosure Statements and Attestments in (Exhibit B)* and sign and respond accordingly.
5. Questions or requests for clarification of elements of the RFP – *See RFP, Section 4.8.*

During the review of Letters of Intent, the State reserves the right to allow a proposer to participate in subsequent portions of the RFP process while requesting clarification and documentation regarding the *Disclosure Statements and Attestments* requirements or any other RFP requirement. If the additional clarification and documentation do not, at the State's sole determination, satisfy the State's requirements to be protected from a potential Conflict of Interest, the proposer will be notified in writing and will not be allowed to participate further in the RFP review.

## **EXHIBIT B - DISCLOSURE STATEMENTS and ATTESTMENTS**

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 industry. 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 this opportunity to prospective bidders to disclose such relationships and to submit clarifying information.**

- 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 RFP, if it is determined that false or misleading disclosure information has been provided, the contract will be terminated and the contractor will be fined 150% of the original value of contract.
- 4 Provide a statement that you understand and acknowledge that if your organization is awarded a contract as a result of this RFP, 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: This Disclosure Statements and Attestments are required as part of the Letter of Submittal only for the primary bidder. Partnering agencies or subcontractors will be required to provide this document prior to execution of any contract with DOH.***

## EXHIBIT C - CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid or 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(s):

- 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 freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
- The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by the Department of Health without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
- In preparing this proposal or bid, I/we have not been assisted by any current or former employee of the State of Washington whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- I/we understand that the Department of Health will not reimburse me/us for any costs incurred in the preparation of this proposal or bid.
- I/we understand that any contract(s) awarded as a result of this RFP will incorporate Terms and Conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar Terms and Conditions if selected as a contractor.
- I/we understand that any person(s) selected as contractor(s) will be required to comply with DOH's Nondiscrimination Plan and the federal and state laws on which it is based. (See the General Terms and Conditions, attached for a summary of the Plan's requirements.) I/we will, if requested by DOH, submit additional information about the nondiscrimination and affirmative action policies and plans of this organization in advance of or after the contract award.

---

Signature

Date

---

Name & Title

**EXHIBIT D - TECHNICAL PROPOSAL SPECIFICATIONS  
(100 possible points)**

The following specifications are provided for the purpose of developing the Technical and Cost proposals and for evaluation of the proposal.

DOH seeks a creative and innovative technical proposal detailing how the campaign objectives, as described in the introduction of this RFP, will be completed.

*For all elements detained in Exhibit D, specify if the work is to be performed by the primary bidder, partnering agency, or subcontractor.*

**D-1. Campaign Approach** (Not to exceed 5 pages - 50 points)

Provide a succinct summary of your agency's Youth Tobacco Prevention campaign proposal to achieve the goals and target areas as outlined in Sections 1.1 and 1.2.

Explain in this approach how your agency would develop and implement a successful, one-year and possible multi-year campaign. From your agency's own understanding of the continuing tobacco control challenge in Washington State, explain what DOH needs from its paid media campaign, and why. Explain how your agency will help achieve each of the program's goals.

**D-2. Media Strategy** (Not to exceed 4 pages - 30 points)

Describe your agency's proposed paid media strategy and placement plan for this Youth Tobacco Prevention campaign. Also, describe your experience in media placement by providing the following information:

- a. Describe your agency's total media dollars placed in Washington State during the 12 months ending December 31, 2005 for spot TV, spot radio, regional/local magazines or newspapers, outdoor, transit, Internet, movie theaters, and other media. 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.
- b. Describe the means used to ensure that, for TV and Radio advertising, union scale wages were 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 were contracted.
- c. Name any business entities other than the proposer that would be responsible for media purchases for this contract. Include what media purposes for which they would be responsible.
- d. Describe the means used in the selection process of vendors to be used by proposer, and how the efforts of such vendors are monitored for accuracy and compliance.

- e. Share your agency's history in obtaining bonus weight and Public Service Announcements (PSA) placements, and in creating PSA placements.
- f. Describe the size of your media planning/buying department in terms of personnel, years of experience and average years of experience in media planning and buying, number of clients and workload.
- g. Describe what strategies will be used to ensure ads targeted to culturally-diverse audiences (including racial/ethnic and multilingual) are created in a culturally-respectful manner. If your team members are not diverse, include the steps that will be taken to ensure culturally-competent products are created.

**D-3. Media Tracking** (Not to exceed 2 pages - 5 points)

Describe what procedures your agency uses to track, analyze, evaluate, and adjust media placement. Include if this function would be performed by in-house staff, subcontractors, vendors, or freelancers.

**D-4. Project Communication** (Not to exceed 1 page - 5 points)

This campaign involves work to be performed not only by the Media Contractor and potential subcontractors, but also the DOH staff, a public relations contractor, the contractor for the Quit line, the communications contractor, and possibly others.

Describe how your organization will work to ensure a well managed, streamlined approach to the development and implementation of this overall campaign. Include your plan for daily, weekly and monthly back and forth reports to the DOH Public Awareness/Media Coordinator, and your normal methods for ensuring buy-off on various steps in the overall process. Address how you plan to communicate with DOH.

**D-5. Internet/On line/Web Capabilities** (Not to exceed 2 pages – 10 points)

Describe your ability to plan, implement and evaluate the web component of a campaign, including how you will integrate, plan, implement, maintain and evaluate a web component of the campaign.

**EXHIBIT E - MANAGEMENT PROPOSAL SPECIFICATIONS  
(100 possible points)**

Tobacco Prevention and Control staff will work closely with the selected agency to deliver a statewide campaign that supports activities throughout Washington State. It will rely on the firm's experience and expertise to develop and implement a campaign that provides the messages and impact essential to decrease tobacco prevalence in Washington State.

*For all the elements detained in Exhibit E, in addition to providing responses for the primary agency, provide responses for partnering agencies or subcontractors which are proposed, if any.*

**E-1. Description of Experience (35 possible points)**

- a. Provide information about your agency, including an organizational chart, historical development, mission and philosophy – and how this contract would match its mission. (Not to exceed 5 pages - 5 points)
- b. 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 – 15 points.)
- c. Describe any experiences your agency has in working with diverse cultures and communities. (Not to exceed 1 page – 5 points)
- d. Provide a complete list of clients for 2003 - 2005 for which you have done comparable or similar work. Include the following information:
  - Client's name, address, phone number, fax number
  - Indicate the approximate size of each existing account in terms of annual billings. Accounts of \$1 million or more shall be rounded to the closest million. Accounts less than \$1 million shall be rounded to the closest \$250,000.
  - Indicate the status of each account as "open" or "closed." State the starting date for all accounts and the ending date for closed accounts.
  - For closed accounts, indicate the reason for discontinuation.
  - Indicate accounts that resulted in purchases of Washington media and whether a media buying service was utilized.
  - Highlight any accounts that have a clear and specific young adult component.
  - Highlight any experience managing and coordinating a team of specialized subcontractors and/or consultants.
  - Highlight any experience with state government or non-profit private sector clients.
  - Identify pro bono advertising efforts, and reason/philosophy for handling effort as pro bono.
  - Highlight projects that were social marketing, public policy, or issue campaigns.(10 points)

**E-2. Awards and Honors** (Not to exceed 2 pages – 5 points)

Describe any industry or media awards, honors or recognition your agency has received in the last three years that are directly connected to the agency's work in statewide and awareness efforts in tobacco prevention and control projects, or in closely-related health prevention fields. Include what the award was for, and the credentials of the organization bestowing the award(s).

**E-3. Media Placement** (Not to exceed 2 pages - 20 points)

Describe your agency's experience in media planning and buying, including:

- a. Your agency's history in obtaining bonus weight and public service announcement placements.
- b. Size of your media buying/planning department in terms of personnel, number of clients and workload.
- c. Agency's experience in minority and regional population market placement. Who will be planning and executing these buys.
- d. Agency's experience in buying non-traditional media (eg. online, cell phone).
- e. Agency's experience in buying media in small community-based outlets, particularly in culturally-diverse communities.

**E-4. Creative Capabilities** (20 points)

Proposers will demonstrate their creative capabilities by submitting six (6) copies of creative work as outlined below:

- a. Three TV and three radio ads of your choice on a DVD or CD-Rom.
- b. Three print ads and three outdoor ads of your choice (presented on 8.5 x 11" paper)
- c. Three additional items of your choice to illustrate the agency's creative strengths.

Work samples are not returnable.

**E-5. Internet/On Line/Web Capabilities** (Not to exceed 2 pages - 5 points)

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.

**E-6. Tobacco-free Policies** (5 points)

Describe your agency's tobacco-free policies. Explain your workplace rules on tobacco use, cessation, and insurance policies.

**E-7. Bidder References** (10 points)

Complete Reference Forms (see Exhibit H) from a minimum of three (maximum of five) references for whom the firm has completed work comparable to the work outlined in the Scope of Work section of the RFP, within the past 3 years. If less than 3 or more than 5 references are received by DOH, no points will be awarded. *Reference forms are to be submitted directly from your References to the RFP Coordinator at the address below.*

Department of Health  
Contracts Office

P.O. Box 47905  
Olympia, Washington 98504-7905  
RE: RFP #N14727 REFERENCES  
ATTN: Susan DeBlasio  
Fax: (360) 586-2655  
Email: susan.deblasio@doh.wa.gov

*Note: DOH and/or its employees may not be included as a Reference.*

Draft

**EXHIBIT F - COST PROPOSAL SPECIFICATIONS**  
**(25 possible points)**

DOH staff will work closely with the selected agency and its lead fiscal officer to manage the budget for the awareness and education campaigns. The management of this budget will include a semi-annual review of campaign expenditures by the DOH program staff and the lead fiscal officer.

**F-1. Proposed Budgets (20 points)**

Provide a three year budget outline/plan for paid media that delivers the best and most innovative approach for reaching **all** target audiences. All traditional approaches should be considered (but not necessarily recommended). This could include TV, Radio, Outdoor, Print, On-Line, Transit and *new media opportunities*. The approach should include, but not be limited to:

- Media placement package
- Creative and production costs for new production in TV, Radio, Outdoor, Print, On-line and other new media
- Other campaign-related costs.

All budgets should be broken down by specific targeted campaign (i.e. Youth Prevention, Adult Cessation, Secondhand Smoke and Chew).

**F-2. Firm Compensation (5 points)**

Provide a general description of the compensation requirements of your firm, including fees and services, hourly billing rates, and commissions from media production and placement.

**REMINDER:**

Approximately \$7 million per year, inclusive of all costs, is available for the period of June 1, 2006 through June 30, 2008. Based on availability of funds and at DOH's sole discretion, this contract may be extended through June 30, 2011 or beyond, in whatever time increments DOH deems appropriate. With this possibility in mind, submit a three year budget plan based on the anticipated available funding of approximately \$7 million per year. Proposals that exceed \$7 million per year will be rejected.

Cost Proposal is a scored requirement. Cost will be a factor in the selection of the Apparently Successful Bidder.

**EXHIBIT G - FINALIST REVIEW SPECIFICATIONS  
(Pass or Fail Grade)**

Failure to respond to this Specification will result in Disqualification. A "Fail" grade will result in elimination from the process.

The Bidder must provide sufficient information to provide assurance to DOH that the Bidder is a financially stable, viable organization which will be fully able to meet all of its obligations under any resulting contract. Financial information that provides third party assurances, such as an audited financial statement, is of greater value in providing proof of financial stability.

***For all the elements detained in Exhibit G, in addition to providing responses for the primary agency, provide responses for partnering agencies or subcontractors which are proposed, if any.***

- G-1.** Each proposer must submit one of the following:
- a. Certified financial statements in customary form for its last three years and quarterly reports to shareholders, if any, for the current fiscal year as required by the Securities and Exchange Commission; **or**
  - b. Financial statements for its last three years reviewed by an independent third-party Certified Public Accountant (CPA) and quarterly reports to shareholders, if any, for the current fiscal year as required by the Securities and Exchange Commission; **or**
  - c. Internal Revenue Service tax return records for its last three years and quarterly reports to shareholders, if any, for the current fiscal year as required by the Securities and Exchange Commission.

Certified financial records shall be the result of an audit of the proposer's records in accordance with generally accepted auditing standards by a CPA licensed to do business in the State of Washington or in the state I which the proposer's principal place of business is located if other than Washington. DOH reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a proposer.

- G-2.** Provide a copy of a third party business/credit report of the Bidder's financial status. The report must bear a date not more than 60 days prior to the submittal date of the proposal. These types of reports are available form organizations such as Dun and Bradstreet.
- G-3.** Provide a signed statement that the agency had at least \$6 million in gross billings per year in calendar years 2003, 2004 and 2005. If applicable, indicate how much of the gross billings for the period were generated by your Washington-based office that would service the DOH account. This signed statement should include the actual billings for each calendar year and the projected annual billings for 2006.
- G-4.** Provide a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

**Additionally the Bidder is responsible for ensuring that any partnering organization(s) AND subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.**

**A. Liability Insurance**

1. **Commercial General Liability Insurance:** Bidder shall maintain 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 shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under and insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured’s (cross liability) condition.
2. **Professional Liability: Errors and Omissions** coverage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. **Crime Coverage:** Including fraud, forgery, money and securities and employee dishonesty coverage with a per occurrence limit equal to the maximum amount of money and/or securities any employee might have access to at any one time.
4. **Business Auto Policy:** As applicable, the Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

**B. Employers Liability (Stop Gap”) Insurance:** In addition, the bidder shall 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.

**C. Additional Provisions:** Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington, Department of Health, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, Department of Health, shall 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 shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If

cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

3. **Identification:** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating:** All insurance and bonds should be insured 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 shall be reviewed and approved by [Agency Name] 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.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Bidder, and such coverage and limits shall not limit Bidder's liability under the indemnities and reimbursements granted to the State in this contract.

D. **Worker's Compensation Coverage:** The Bidder 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 responsible in any way for claims filed by the Bidder or their employees for services performed under the terms of this contract.

**Financial records received by DOH will be kept confidential in accordance with sections 4.5 and 5.1 of this RFP.**

**EXHIBIT H - REFERENCE FORM – DOH RFP #N14727**

BIDDER NAME: \_\_\_\_\_ REFERENCE NAME: \_\_\_\_\_

CONTACT PHONE#/E-MAIL ADDRESS: \_\_\_\_\_

If additional space is needed, feel free to attach more pages.

**QUESTION 1: What specific work(s) did the Bidder do for your organization?**

**QUESTION 2:**

**A. Did the Bidder successfully deliver the agreed upon work(s)?**  Yes  No

Comments:

**B. Did the Bidder successfully deliver the agreed upon work(s) within BUDGET?**  Yes  No

Comments:

**QUESTION 3: Please rate the QUALITY of the work performed:** Poor-1 2 3 4 5-Excellent

Comments:

**QUESTION 4: Please rate the TIMELINESS of the work performed:** Poor-1 2 3 4 5-Excellent

Comments:

**QUESTION 5: If awarded the contract, the Bidder will be conducting activities regarding health topics that are socially and culturally sensitive. Did the work the Bidder did for your organization involve sensitive issues? If so, please provide your comments regarding their role and performance.**

**QUESTION 6: Please rate the ability of the Bidder to work COLLABORATIVELY. Poor-1 2 3 4 5-Excellent**  
Comments:

**QUESTION 7: Did the Bidder successfully reach intended target audiences?**  Yes  No  
Comments:

**QUESTION 8: How was campaign success determined?**

**QUESTION 9: Did your contract involve a subcontractor?**  Yes  No  
If Yes, please describe the nature of the subcontract and how the Contractor managed that process.

*Feel free to provide any additional information which you believe could be of assistance.*

**Reference Forms are to be submitted directly from the Reference to the RFP Coordinator.**

**COMPLETED REFERENCE FORMS MUST BE RECEIVED BY MARCH 17, 2006 (3:00 pm, local time)**

**Department of Health, OCPP  
PO Box 47905  
Olympia, WA 98504-7905  
RE: RFP N14727 - REFERENCES  
ATTN: Susan DeBlasio  
Fax: (360) 586-2655  
Email: susan.deblasio@doh.wa.gov**

**EXHIBIT I - ONSITE REVIEW/FINALIST PRESENTATION INFORMATION  
(75 possible points)**

Up to three bidders with the highest subtotal scores (possible 225 points) may be invited to make a presentation to an evaluation panel. Finalists should be prepared to give an oral presentation based on the Technical Proposal. Work samples should be included in the presentations. DOH reserves the right to cancel the presentation, or invite only the top two bidders, depending on the number of proposals received. Do not assume that the same individuals who scored the management and/or cost proposals are the same as those on the presentation panel.

The presentations will be conducted at the Bidder's full-service Washington State office (alternate arrangements will be made for those agencies willing to set up a full-service Washington State office within 60 days of award of the contract). An on-site review will also be conducted at this time.

The following information on the possible oral presentation is included to help bidders begin organizing their ideas. The entire presentation should not exceed 1.5 hours (30-minutes on-site review, 40-minute presentation and 20 minutes for questions). The account management, creative personnel, and major subcontractors who would work directly on the DOH account should play a major role in the presentation (recommend not to exceed seven people).

Utilizing the fact that the Program Goals are "Preventing Youth Tobacco Use Initiation, Reducing Adult Tobacco Use, Reducing Exposure to Secondhand Smoke; and Reducing Tobacco-Related Health Disparities", finalists should be prepared to give an oral presentation based on the following:

- a. Share examples of a campaign where each new ad was built upon the success of the previous ad (i.e. a series of ads that evolved over time). 10 points.
- b. Share what role the internet and Web sites would play in each campaign. 5 points.
- c. Explain the agency's customer service philosophy in working with your other similar-sized accounts. 5 points.
- d. Explain the agency's philosophy about the importance of research, market analysis, strategic planning, and message testing for each campaign. 10 points.
- e. Share general ideas on cost-effectively meeting the client's goals. 5 points.
- f. Give suggestions/recommendations on how to take our messages into smaller, rural markets. 5 points.
- g. Working with a state agency is different than working with the private sector. There is a more complicated approval process, with a number of stops along the way. At any point a creative concept could be challenged or rejected. Presentation meetings must be set way in advance in order to fit into tight calendars. Explain the agency's experience in working within these collaborative parameters. 10 points.
- h. The first campaign – Youth Tobacco Prevention – traditionally kicks off in September when the kids head back to school. This contract takes affect June 1, 2006. With only three months to prepare a statewide campaign, please share your:

- General approach to the campaign
- Media objectives and strategies, creative positioning and rationale
- Preliminary creative concepts for this campaign
- How you would meet this tight deadline
- How success of campaign will be determined

20 points.

- i. Why DOH should give your campaign proposal the highest score. 5 points.

Draft



<b>CONTRACT NUMBER:</b>  <b>N14727</b>	<b>SUBRECIPIENT *</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
	<b>PERSONAL SERVICE</b> <input type="checkbox"/> YES <input type="checkbox"/> NO

\* see Attachment 1, sections III and IV

**THIS AGREEMENT** made by and between the State of Washington's Department of Health, hereinafter referred to as "DOH," and the party whose name appears below, hereinafter referred to as the "Contractor."

**CONTRACTOR:**

XXXXXX

<b>UBI #:</b> XXX
-------------------

**ADDRESS:**

XXXX  
 XXXX

***IT IS MUTUALLY AGREED THAT:***

The purpose of this contract is to provide services for a comprehensive, statewide advertising campaign to prevent and reduce tobacco use in Washington State.

Contingent upon availability of funding, DOHA, its partner organizations, and Contractors will conduct public awareness and education activities from 2006 – 2011 and thereon to discourage tobacco use and promote quitting.

Targets of DOH efforts are:

- **Primary: Youth, ages 8-18** – The successful agency will be expected to continue to build on the current statewide campaign targeted towards youth tobacco prevention.
- **Secondary: Adult tobacco users** – Promote adult tobacco cessation to drive smokers to the DOH Quitline web site and toll free number. Subgroups to be considered include:
  - **Culturally-Diverse and/or high risk/underserved populations** - Instead of statewide media efforts, grassroots localized campaign(s) are needed to bring awareness to groups where higher levels of tobacco use are noted. The successful agency will be expected to create a plan to disseminate tobacco-free messages into these population segments.
  - **Young adults ages 18-24** - With the tobacco industry having marketing access to this age group, the tobacco use numbers have remained unchanged. The successful agency will be expected to develop a creative campaign which extends young adult tobacco prevention efforts and promotes cessation among tobacco users.
- **Thirdly: Secondhand Smoke** – With the passage and implementation of State Initiative 901, the early 2006 secondhand smoke efforts are turning to a theme of not smoking around children, especially in the home and car. The successful agency will be expected to develop a creative prevention campaign aimed at keeping this message in front of smokers and non-smokers.

- **Fourthly: Users of chew tobacco products** – The use of these products has not gained as much media attention, but the problem exists, especially in the rural parts of the state. The successful agency will be expected to develop a creative campaign aimed at this segment of the population.

**STATEMENT OF WORK:** The Contractor shall provide the goods and services as described in the attached Project Description (Exhibit A) (NOT ATTACHED TO RFP SAMPLE CONTRACT), this Contract and all its incorporations. The following documents are incorporated by reference into this Contract:

- Request for Proposal RFP NXXX – Exhibit B
- The Contractor's Proposal in response to RFP NXXX (Exhibit C)

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance under this contract shall be from June 1, 2006 through June 30, 2008, however at DOH's sole discretion, this Contract may be extended via amendment through June 30, 2011 in whatever time increments DOH deems appropriate unless sooner terminated as provided herein.

***IN CONSIDERATION WHEREOF:***

**PAYMENT:** The total payment to the Contractor for services provided under this contract shall not exceed \$7,000,000 per year, for a contract maximum of \$35,000,000, without prior amendment signed by authorized representative of both parties.

The Department retains the right to assess the reasonableness of all charges and expenses billed by the Contractor and to pay only for such charges as the Department determines to be reasonable and substantiated by the billing. Payment will be based upon specified reports and receipt and acceptance of each deliverable.

If requested to do so, Contractor shall provide a schedule of rates for each job category of the Work, as well as a statement regarding how these rates are compiled and adjusted, should that be necessary. Increases shall not be allowed beyond the estimated total cost unless authorized by written amendment.

DOH will make payment to the Contractor within 30 days upon receipt of properly executed invoice vouchers. Upon expiration of the contract, any claims for payment for costs due and payable under this contract that are incurred prior to the expiration date **must** be submitted by the Contractor to DOH within **60 days** after the contract/agreement expiration date. Belated claims shall be paid at the discretion of the Department and are contingent upon the availability of funds.

**INVOICES:** Contractor shall submit payment requests on forms provided by DOH, to the DOH Project Manager for all amounts to be paid by the Department hereunder. All invoices submitted must meet with the approval of the Project Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld. Contractor shall only submit invoices for Services or Deliverables as permitted by this section of the Contract. The Department shall return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number and order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. All payments to Contractor shall be remitted by mail. Invoices must reference this Contract Number and provide detailed information as requested by DOH.

***IT IS FURTHER AGREED THAT:***

**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:

- Applicable Federal and State Statutes and Regulations

**ATTACHMENT 1 – SAMPLE CONTRACT**

**RFP N14727**

- Attachment 1, Special Terms and Conditions,
- Attachment 2, General Terms and Conditions,
- Exhibit A – Statement of Work
- Exhibit B – RFP NXXX
- Exhibit C – Contractor’s Response to RFP NXXX
- Any other provision of the contract whether incorporated by reference or otherwise.

**UNDERSTANDING:** This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall exist or bind any of the parties hereto.

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 agreement.

<b>CONTRACTOR SIGNATURE</b>	<b>DATE</b>
<b>DOH CONTRACTING OFFICER SIGNATURE</b>	<b>DATE</b>

***THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE ATTORNEY GENERAL***

**SPECIAL TERMS AND CONDITIONS**

**COMMISSIONS AND DISCOUNTS** - The Department will pay the Contractor up to a XXX percent commission on media purchases and up to a XXX percent commission on all approved production costs. The Contractor will pass on to the Department any commissions or discounts earned. The Contractor must also make the Department aware of any cost savings that might be refunded by the expedient payment of media or other invoices and must pass along to the Department all such savings.

**CONTRACTOR'S PERSONNEL**

1. For work to be performed for the DOH, the DOH reserves the right to reject any of the Contractor's employees, suppliers or subcontractors that do not satisfy the requirements of the Contract. Any and all costs or expenses associated with replacement of any person or entity shall be borne by the Contractor.
2. The DOH may, in the exercise of its discretion and judgment, identify certain of Contractor's employees as key personnel, and if so, the Contractor shall take all necessary steps to assure that said Contractor's employees are available and assigned to the Work as long as said employees are employed by Contractor.
3. Contractor warrants that it is available to perform the work within the time specified and that all work will be performed on a priority basis. Contractor will begin work promptly and will perform the work in a continuous and diligent manner, and Contractor shall not interrupt the work except as may be provided under the Contract.
4. Contractor shall be responsible to ensure that all its employees and subcontractor's employees are properly trained, certified, or licensed as appropriate and are properly qualified by education and experience to perform the work. Contractor shall avoid overstaffing the work or shuffling personnel assigned to the work.

**COORDINATION AND COOPERATION**

1. Contractor shall cooperate with the DOH and other firms, if any, to ensure that the work is properly performed on schedule. Contractor shall collaborate with any other firms and coordinate its work with the work of such other firm(s), if any, which could affect the work, and Contractor shall proceed in such manner as not to interfere or delay the progress of the work as a whole.
2. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor(s), the Contractor shall inspect and promptly report in writing to the DOH any defects in the work of such other contractor that renders it unsuitable for such proper execution or results. Failure of the Contractor to do so shall constitute its acceptance of the other firms' work as fit and proper for the reception of Contractor's work, except as to defects that may develop in the other firms' work after the execution of the Contractor's work.
3. In cases of disagreement or disputes between the Contractor and other firm (s) which could delay or interfere with the work due to the failure to collaborate and cooperate or which cannot be resolved between Contractor and the others involved, the DOH shall be given prompt written notice specifying in detail the disagreement or dispute. In such cases, the DOH shall have the right to determine the proper

method of coordinating the work, and the DOH's decisions in this regard shall be final, binding, and conclusive.

4. Notwithstanding the existence of a dispute or disagreement between the DOH and the Contractor, the Contractor shall diligently and without interruption proceed with the work at such rates of progress as will ensure full completion of the Work on time.

**GOVERNMENT RESPOSITORY** - Contractor may be required to provide additional copies of all materials (including film, video, radio and TV spots, recordings or documents) produced in order to meet Washington State depository/repository requirements.

**GUILD AGREEMENTS** - Department acknowledges that the Contractor may be a signatory to various guilds and will be subject to applicable agreements with such guilds.

**INTERNAL PRODUCTION COSTS** - Includes copy preparation, layouts, comprehensives; artwork; photographs; photostats; proofs; color separations; rights required for production; including graphic, photographic; musical, broadcast, literary; or other media or property rights.

**KEY CONTACTS AND ESCALATION** - Contractor shall provide a key contact and escalation listing for problem and dispute resolution. This listing shall provide names and telephone, pager, portable phone numbers, including home phone numbers of key Contractor personnel.

**NON SOLICITATION** - Neither the Contractor nor DOH, through its personnel who are involved in the Project or who otherwise have actual knowledge of this prohibition, shall actively recruit or solicit for employment or a subcontractor position the other party's staff working on the project during the term of this contract without the prior written approval of the other party. Contractor shall not knowingly assign to the Project, on full-time, part-time or other basis, any former employees of DOH who have been working on or are associated with the Project, without the prior written approval of DOH. Contractor acknowledges and agrees that former employees of the State are subject to the terms of State laws and regulations concerning conflicts of interest and that such State laws shall take precedence over this clause of the Contract in the event of any conflict between this clause and State law.

**NOTICES** - Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal service as first-class certified mail, postage prepaid and return receipt requested to the parties at the following addresses:

**To Contractor:**

XXX

**To DOH at:**

XXX

**PAYMENT TRANSACTION REPORTING** - With each billing, the Contractor will submit a transaction report for the previous months payments to vendors. The report will include a signed statement that all bills have been paid. Contractor will maintain a record of all checks issued by their contractor for DOH media

purchases. Photocopies of these checks do not need to be sent to DOH unless requested. As stated elsewhere in this contract, Contractor will make all records available for inspection, review, or audit.

**OVERTIME AND TRAVEL TIME** - Unless otherwise specified in the Contract, no payment shall be made for time and expense in traveling to or from where Work is to be performed. Payments for Work over a specified number of hours or on certain days at rates higher than the rate specified in the Contract shall only be made if both the hours for which the higher rate is applicable and the rate itself are clearly specified in the Contract. Unless otherwise specified in the Contract, all time shall be invoiced at the same rate, regardless of the days or hours worked.

**PATENTS AND TRADEMARKS** - Contractor shall work with the Department to obtain any necessary and/or appropriate state/federal patents, trademarks, copyrights, service marks, certification marks or collective marks. Contractor shall also assist in obtaining rights and permissions to use existing copyrighted works.

**PRICE PROTECTION** - The price(s) of the work, including Materials, as well as all terms and conditions of this Agreement shall not be less favorable than the price(s), terms, and conditions granted to any other customer of the Contractor, based upon similar annual volume. All affiliates, subsidiaries or other DOH entities shall receive terms and rates that are not less favorable than those stated in this Contract.

**RETAINAGE** - DOH may apply a ten percent (10%) hold-back from each payment made by the Department, which will be payable to the Contractor upon acceptance of the final deliverable or designated reconciliations. For example, the Contractor may be reimbursed for payments made for advertising but 10 percent of the total bill (cost plus commission) could be withheld pending receipt of the appropriate affidavits from the advertising entities.

**SUBCONTRACTOR COMPLIANCE** - Contractor is solely responsible and liable for ensuring that the terms and conditions set forth in this agreement are incorporated into any partnering or subcontracting relationships with other entities for work related to this contract. Liability includes management responsibility and quality assurance for work performed and financial responsibility for payments to and by partner organizations or subcontractors to others.

**TOBACCO WORK** - Contractor shall not accept any work involved in the production, processing, distribution, promotion, sale or use of tobacco during the term of this contract without prior written approval from DOH which shall not be unreasonably withheld.

**UNION CODES AND CONTRACTS** - The Contractor will comply with all applicable union codes and contracts when producing campaign products on the DOH's behalf. The Contractor will be liable for insuring that all applicable union codes or contracts are met for advertising placed through the Contractor. Contractor shall indemnify and hold harmless DOH against any loss it may sustain, including reasonable attorneys' fees, resulting from any claim, suit or proceeding brought against the DOH arising out of the subsequent use of said commercials by Contractor or anyone else, which violates said union codes and contracts.

**WITHHOLDING PAYMENTS** - If the Contractor fails to provide services or a deliverable which satisfies the Contractor's obligations under this Contract, the Department shall have the right to withhold any and all payments due the Contractor, but only to the extent of the amount in dispute. The Department may withhold any and all such payments without penalty or work stoppage by the Contractor until such failure to perform is cured.

The Department may also withhold from any amount due the Contractor such sums as the Department determines to be necessary to protect the Department against potential loss or liability, without penalty to the Department but only up to the amount of such sum of the potential loss or liability. The Department may only withhold such sums until the potential loss or liability is resolved.

Draft

**GENERAL TERMS, CONDITIONS, FEDERAL COMPLIANCE,  
AND STANDARD FEDERAL CERTIFICATIONS**

**I. GENERAL TERMS (DEFINITIONS)**

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

- a) "Contractor" shall mean that firm, provider, organization, individual or other entity performing services under this contract. It shall include all employees of the Contractor.
- b) "Contracting Officer" shall mean the Director of the Office of Contract Management of the Department and his/her delegates within that office.
- c) "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 the Department.
- d) "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.
- e) "Materials" means all components, direction, data, deliverables, documents, drawings, design, devises, goods, information, items, materials, products, programs, reports, supplies, systems (including electronic imaging, or computer hardware, software, or other systems of any sort), labor, services (including consulting, technical, professional, or other services of any sort) supervision, support, or works performed or provided under the Contract.
- f) "Reimbursement" shall mean that the Department of Health will repay the Contractor for allowable costs incurred under the terms of this contract.
- g) "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.
- h) "Successor" is defined as 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. **ADVANCE PAYMENTS PROHIBITED** - No payment in advance or in anticipation of services or supplies to be provided under this agreement shall be made by the Department.
2. **ADVERTISING – USE OF DEPARTMENT’S NAME** – The Contractor or its Subcontractors, employees, or agents shall not use the Department’s name, photographs, logo, trademark, tagline or other identifying characteristics or that of any of the Department’s subsidiaries or affiliates without Department’s prior written approval, except Department may be named on lists of Contractor’s clients during the term of the Agreement.
3. **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.

4. **CHANGES AND MODIFICATIONS** - The Contracting Officer may, at any time, by written notification to the contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. A written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the Contractor's receipt of the change notice.

The Contracting Office may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "disputes" section of this agreement. Nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

5. **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.
6. **CONFLICT OF INTEREST** - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Department may, in its sole discretion, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the Contract Officer 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 services under this contract.

In the event this contract is terminated as provided above, the Department 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 the Department provided for in this clause are in addition to any other rights and remedies provided by law. Any determination made by the contracting officer under this clause shall be an issue and may be reviewed as provided in the "disputes" clause of this agreement.

7. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT** - 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 this contract are not employees or agents of the Department. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Department 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.
8. **COVENANT AGAINST CONTINGENT FEES** - The Contractor promises that no person or DOH has been employed or retained on a contingent fee for the purpose of seeking or obtaining this contract. This does not apply to legitimate employees or an established commercial or selling DOH maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the Department may, at its discretion:
- Annul the contract without any liability; or
  - Deduct from the contract price or consideration or otherwise recover the full amount of any such contingent fee.

9. **DEBARMENT AND SUSPENSION** – Contractor certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal or State government contracts. Contractor further certifies that it will not contract with a Subcontractor that is so debarred or suspended.
10. **DISPUTES** - Except as otherwise provided in this contract, when a genuine dispute arises between the Department and the Contractor regarding the terms of this agreement 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 Office of Contracts Management which shall oversee the following Dispute Resolution Process: The Department shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; the Department'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 to the DOH Office of Contracts & Procurement, PO Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

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.

11. **FORCE MAJEURE AND DELAYS** - Time of performance is of the essence. However if the Contractor is delayed in the progress or completion of the work by any act or neglect of the Department or of any other governmental agency, person, or entity or by changes ordered in the work, or by extra work orders, by acts of God, civil disorders, acts of civil or military authority, strikes, or labor disturbances, then for all such delays the Contractor shall be allowed one day additional to the time limitations stated in the Contract for each and every day of such delay so caused in the progress or completion of the Work, the same to be ascertained solely by the Department and a similar allowance of extra time will be made for such delays as the Department may find to have been caused by the Department.

The Contractor will use its best efforts to avoid delay and shall keep the Department informed of any event which may delay performance of the work. Delay in the Contractor's receipt of subcontracted work, including Materials, for reasons beyond the control of its subcontractor(s) shall not be excusable hereunder if the work, including Materials, are available to the Department from alternative or other source(s).

The Contractor shall, within twenty-four (24) hours from the beginning of any delay (unless the Department grants a further period of time), provide written notice to the Department of the cause(s) of delay. No extensions of time shall be made for any one or more delays unless within three (3) business days after the beginning of such delay a written request for additional time shall be submitted to the Department. In a case of a continuing cause of delay, only one request shall be necessary.

The Department shall not be liable for any increased costs, including price escalation, beyond the original completion or delivery date, and no claim for expenses, damages, or any claim other than for extension of time as herein provided shall be made or asserted by either party against each other due to any of the delays herein mentioned.

The Contractor shall conduct its work and cooperate with all others so as to mitigate any possible interference with the Department's operation.

Notwithstanding the provisions of this clause, the Department shall reimburse the Contractor its actual, necessary, reasonable and verifiable expenses which may be incurred as a direct result of delay due to the Department's active interference, provided, however that in no event shall the Department be liable for unabsorbed overhead, loss of anticipated profit or revenue, or other consequential loss due to delay.

12. **GOVERNING LAW** - This contract shall be governed by the laws of the State of Washington and applicable federal laws and regulations.
13. **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Department, and all officials, agents and employees of the State, from and against all claims for injuries and death arising out of or resulting from the performance of the contract. 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 shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

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.

14. **INDUSTRIAL COVERAGE** - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. 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, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor. The Contractor 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 responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.
15. **INSURANCE** – The Contractor is to furnish DOH 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 Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to DOH within fifteen (15) days of the contract effective date.

- a. Liability Insurance

1. Commercial General Liability Insurance: Contractor shall maintain 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 shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured’s (cross liability) condition.

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

2. Professional Liability: Errors and Omissions coverage with a limit of not less than \$1,000,000. per occurrence and \$2,000,000, aggregate.
  3. Crime Coverage: Including fraud, forgery, money and securities and employee dishonesty coverage with a per occurrence limit equal to the maximum amount of money and/or securities any employee might have access to at any one time.
  4. Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.
- b. Employers Liability (“Stop Gap”) Insurance  
In addition, the Contractor shall 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.
- c. Additional Provisions  
Above insurance policy shall include the following provisions:

1. **Additional Insured**. The State of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation**. State of Washington, [agency name], shall 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 shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

3. **Identification.** Policy must reference the State’s contract number and the agency name.
  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 shall be reviewed and approved by [Agency Name] 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.
- d. **Excess Coverage**  
By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this contract.
16. **LICENSING AND ACCREDITATION STANDARDS** - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this contract.
  17. **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 the Department. No alteration, amendment, 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.
  18. **NONASSIGNABILITY** - The Contractor may not assign or transfer this contract or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Contracting Officer, provided that any permitted assignment shall not operate to relieve the Contractor of any its duties and obligations hereunder, nor shall such assignment affect any remedies available to DOH that may arise from any breach of the provisions of this contract, its supplements, or warranties made herein including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this section of the contract shall be null and void. This contract shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
  19. **OFFICE OF FINANCIAL MANAGEMENT APPROVAL** - Under the provisions of Chapter 39.29 RCW and/or Chapter 16, Laws of 1991, First Special Session, Section 907, personal services contract(s) and amendments are required to be filed with the Office of Financial Management (OFM) for approval. No contract or amendment required to be so filed is effective and no work there under shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract or amendment, the contract shall be null and void.
  20. **OVERPAYMENTS AND ASSERTION OF LIEN** - In the event that the Department establishes overpayments or erroneous payments made to the Contractor under this contract, the Department 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 the Department, or by doing both.
  21. **PRIVACY** - Personal 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 the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department 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 the department. 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 the department for any damages related to the contractor's unauthorized use of personal information.

22. **RECORDS, DOCUMENTS, AND REPORTS** - The Contractor shall maintain books, records, documents and other materials relevant to the provision of goods or services and adequate to document the scope and nature of the goods or services provided. Billing records are not sufficient for this purpose.

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 agreement.

These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain these materials for six years after settlement, or termination.

23. **REGISTRATION WITH DEPARTMENT OF REVENUE** - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.
24. **RIGHT OF INSPECTION** - The Contractor shall provide the Department and other authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Department.
25. **RIGHTS IN MATERIALS** - 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 the Department. The Department 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 the Department 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. 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 the Department 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 the Department.

The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Department 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. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

26. **SAFEGUARDING OF CLIENT INFORMATION** - The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations.
27. **SAVINGS** - The parties acknowledge and agree that this Contract is dependent upon the availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, non-allocated, or limited in any way after the effective date of this contract and prior to normal completion, the Department may terminate the contract under the "termination for convenience" clause, subject to renegotiation under those new funding limitations and conditions.
28. **SEVERABILITY** - If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not effect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.
29. **SUBCONTRACTING** - The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without prior written approval of the Contracting Officer.

If, at any time during the progress of the Work, the Department determines in its sole judgement that any subcontractor is incompetent or undesirable, the Department 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 the Department of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, or be the basis for additional charges to the Department.

30. **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.
31. **TERMINATION FOR CONVENIENCE** - Except as otherwise provided in this contract, the Contracting Officer may, by fourteen (14) 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 the Department. If this contract is so terminated, the Department shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

32. **TERMINATION FOR DEFAULT** - Failure of the Contractor to perform any of the contract provisions may result in termination for default. Upon written notice of such failure or violation, the Contractor shall correct the violation or failure within 3 days or as otherwise mutually agreed upon **in writing**. If the violation or failure is not corrected, the Contracting Officer may, by written notice, terminate the contract. The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funding during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the contract.

In the event of termination of this Contract under this section, DOH shall have the right to procure the Deliverables and/or Services that are the subject of this Contract on the open market and the Contractor shall be liable for all damages up to the maximum compensation payable under this Contract, including, but not limited to (1) the cost difference between the original Contract price for the Services and the replacement costs of such Services acquired from another vendor; and (2) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs. DOH shall have the right to deduct from any monies due to the Contractor, or that thereafter become due, an amount for damages the Contractor will owe DOH for Contractor's default.

If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not his/her or his/her subcontractor's fault or negligence, the termination shall be deemed to be a "termination for convenience."

33. **TERMINATION PROCEDURE** - Upon termination of this agreement the Department may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "treatment of assets" clause shall apply in such property transfer.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department. In addition the Department 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 the Department, 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 the Department. Failure to agree with such determination shall be a dispute within the meaning of the "disputes" clause of this agreement.

The Department 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 the Department against potential loss or liability.

The rights and remedies of the Department provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- Stop work under the agreement 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 the Department, 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 the Department 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 the Department and deliver, as directed by the Contracting Officer, any property which, if the agreement had been completed, would have been required to be furnished to the Department;
  - 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 agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.
34. **TREATMENT OF ASSETS** - Equipment purchases, title, and treatment of assets are determined by fund source. OMB Circular A-102 and/or the Washington State Office of Financial Management’s “OFM Directive A95-05” (effective July 1, 1995) regulate treatment of assets. Equipment acquisitions must be included in the contract budget.
35. **VENUE** - The Venue of any legal action or suit concerning this agreement shall be the Thurston County Superior Court and all actions or suits thereon shall be brought therein.
36. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Contracting Officer of the Department, and attached to the original contract.
37. **WASHINGTON STATE NON-DISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future state statutes relating to nondiscrimination. These include but are not limited to: Washington State Law Against Discrimination (Chapter 49.60 RCW).

**ATTACHMENT 2 - RFP CHECKLIST**

*This Checklist is provided for your convenience only. It does not require a response as part of your proposal.*

**BY FEBRUARY 21, 2006, 3:00 pm local time**

1. Letter of Intent to Bid (1 copy) - See Exhibit A
  - a. Agency Name
  - b. Proposal Contact
  - c. Address
  - d. Telephone Number
  - e. Fax Number
  - f. E-mail Address
  - g. Why you believe your agency meets the minimum qualification
  - h. Full-service Washington State office or agreement to establish one
2. Disclosure Statements and Attestments (1 copy) - See Exhibit B.
3. Questions or requests for clarification of elements of the RFP – See RFP, Section 4.8

**BY MARCH 17, 2006, 3: 00 pm local time**

1. Letter of Submittal (1 copy) – See RFP Section 4.2; (May also require subcontractor info.)
  - a. Business Name, address, phone number, e-mail address, fax number
  - b. Legal status of Business, including year organized
  - c. Sole proprietor, partner(s), or principle officer(s) name, addresses, e-mail addresses, phone numbers
  - d. Name and title of primary contact
  - e. Washington State Unified Business Identifier Number (UBI) or assurance will attain one if awarded contract
  - f. Federal Employer Tax Identification Number
  - g. Disclosure regarding conflicts of interest
  - h. Disclosure of any contracts terminated for default
  - i. Proposed alternate contract language (separate page(s))
  - j. List of elements marked “Proprietary”
  - k. List of RFP amendments received
    - l. Detailed list of materials/enclosures being sent with proposal
2. Signed Disclosure Statements and Attestments (1 copy) – See Exhibit B
3. Signed Certifications and Assurances (1 copy)- See Exhibit C
4. Technical Proposal (six copies) – See Exhibit D
5. Management Proposal (six copies) – See Exhibit E
6. Cost Proposal (six copies) – See Exhibit F
7. Financial Review Materials (six copies) – See Exhibit G
8. CD-ROM of entire proposal (1 copy)
9. Reference Forms from 3-5 References (1 copy each) – See Exhibit H

*Be sure to follow the format instructions in Section 4.2 of the RFP  
Be sure to follow the Schedule – including DATES and TIMES*